



MINUTES

MAY 27, 2025

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, May 27, 2025 with the following members of the Court present:

Duane Peters, County Judge, Presiding;
Bentley Nettles, Commissioner of Precinct 1;
Chuck Konderla, Commissioner of Precinct 2;
Fred Brown, Commissioner of Precinct 3, Absent;
Wanda J. Watson, Commissioner of Precinct 4;
Karen McQueen, County Clerk;

The attached sheets contain the names of the citizens and officials that were in attendance.

1. Invocation and Pledge of Allegiance

- U.S. and Texas Flag - Commissioner Watson

2. Call for Citizen input and/or concerns

Merrill Bonarrigo expressed her opposition to the Inner East Loop Project with concerns for the negative impact it will have on the rural, agriculture community and the Brazos Valley as a whole. Ms. Bonarrigo specifically addressed the impact that the project would have to Messina Hof Winery, her family business. Ms. Bonarrigo stated that the project is unnecessary and asked the Court to abandon this project and put the money toward improving existing roads.

Karen Hall began by requesting a timer in Commissioners Court to allow speakers to manage their time. She then asked the Court to reconsider the Inner East Loop. Ms. Hall shared her reasoning that the project is unnecessary and provided the Court with

other options to alleviate traffic congestion.

Stephen Pearsall voiced his opposition for the Inner East Loop. He stated that the 22 TRIP Bond language was misleading and confusing. Mr. Pearsall asked the Court to pause the contract and take some time to determine if this is really what is needed. He suggested making improvements to existing roads.

Keith Ballasy stated his opposition for the East Loop project with concerns on lack of transparency, misinformation, and confusing language on the 22 TRIP Bond. He also addressed Judge Peters' statements from the May 6, 2025 meeting. Mr. Ballasy shared that if he had received accurate information he would have voted differently.

Roger Lasater expressed his frustrations with the Court and a lack of transparency regarding the Inner East Loop Project. Mr. Lasater asked the Court to acknowledge that the efforts from the County on informing the citizens about the project were not good enough. He asked the Court to pause the project and put it on the agenda for discussion.

Sandra Farris stated that the 22 TRIP Bond wording was vaguely written and does not accurately represent the will of the voters. She stated the Inner East Loop Project lacks data driven need and she believes the Court is turning a blind-eye to the negative impact it will have on the community. Ms. Farris then shared a reference to the movie "The Music Man", reminding the Court they have the power and asked for the contract to be paused.

Steve Pittman, a local real-estate developer, shared his opposition to the East Loop Project. His family has been working to develop their land and the East Loop will end this development, meaning a huge loss in revenue to the County, City and School District. He stated this project is bad for the citizens, bad for the developers and bad for the land owners. Mr. Pittman asked that the Court pause this project and look for an alternative plan.

John "Jack" Barley stated his opposition for the East Loop Project. Mr. Barley shared that his family has been working on plans to develop their land for years and the East Loop will interfere with this. He expressed concerns about the land being tied up for years, leaving them with no opportunity to develop or plan for the future. Mr. Barley feels the Loop is not necessary, noting improvement and expansion of current roads is what is needed.

Cynde Wiley shared concerns regarding the County's transparency, election integrity, meeting decorum and how the Court is handling the East Loop Project. Ms. Wiley then asked the Court to end the Countywide polling program.

Marcus McDonald expressed his opposition to the Inner East Loop with concerns of vague and misleading information on the 22 TRIP Bond. He addressed what the project will bring to the area such as crime and urban sprawl. Mr. McDonald stated the Loop is not needed and not desired by the citizens. Mr. McDonald submitted a copy of his statement in full for the minutes, it is attached hereto .

3. Presentations and/or Discussions

Absent: Brown.

- Presentation and discussion of Brazos County TRIP-22 Update by Innovative Transportation Solutions, Inc. (ITS).

John Polster with Innovative Transportation Solutions (ITS) gave an update on the projects from the Transportation Road Improvement Program from 2022. The list of projects include Inner Loop East, SH 21, FM 1688, FM 2818, FM 2347, SH 40, SH 30, and various County Roads. Mr. Polster provided an overview of each of these projects, explaining their process for the design factors, a status update of where they are in the process, and the projected timeline.

A copy of the presentation is attached.

Consider and take action on agenda items: 4 - 28

4. Selection of public members and alternates to serve on the Brazos County Salary Grievance Committee for calendar year 2025 pursuant to Section 152.015 of the Texas Local Government Code.

Judge Peters explained that Pursuant to Section 152.015 of the Texas Local Government Code, the County Judge is required to draw names from the list of grand jurors from the preceding year for the Salary Grievance Committee. All 42 names will be drawn to determine the order in which they will be selected for the committee. The first 9 that agree to serve will form the official committee and the remainder will serve as alternates.

Once the names have been selected, they will receive a letter from Brazos County with further instructions.

The following Citizens were selected to serve on the Salary Grievance Committee:

- 1 Lacey Smith
- 2 Paul Baylor
- 3 James Harty
- 4 Sherina Peterson
- 5 Erin Porter
- 6 Jo Muzny
- 7 Guy Waggoner
- 8 Michael Luna
- 9 Trixy Roy
- 10 John Demeny
- 11 Blake Lipscomb
- 12 Hayden Bell
- 13 Debra Shafer
- 14 Margaret Nally

| | |
|----|------------------------|
| 15 | David Cooper |
| 16 | Christian Paul Denolan |
| 17 | Taylor O'Donnell |
| 18 | Sajida Shaikh |
| 19 | Carlyle Fraser |
| 20 | Kathy Beladi |
| 21 | Sarah Johnson |
| 22 | Wyatt Buchanan |
| 23 | Natalie Price |
| 24 | Kelsey Krafka |
| 25 | Steven Witkowski |
| 26 | Hong-Nhung Nguyen |
| 27 | Jeffrey Hirsch |
| 28 | Rachel Garcia |
| 29 | James Garrett |
| 30 | Cynthia Stowers |
| 31 | Kristina Letourneau |
| 32 | John Mitchell |
| 33 | Carlos Rodriguez |
| 34 | Crystal Sestak |
| 35 | Guy Benson |
| 36 | Philip Gougler |
| 37 | Jolynn Hays |
| 38 | Cynthia Gallegos |
| 39 | Sean Fay |
| 40 | Kathy Parker |
| 41 | Martha Gober |
| 42 | William Kennamore |

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

5. Approval requested from the Treasurer's Office to update the designated

representatives on the Truist Master Resolution.

A copy of the Resolution is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

6. Approval requested from the Treasurer's Office for TexPool Resolution Amending Authorized Representatives.

A copy of the Resolution is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

7. Consideration of the General Land Office Contract No. 24-065-278-F144 for improvements to Elm Circle, Willow Circle, and Mimosa Circle in the amount of \$500,000. Streets are located in Precinct 4. This grant is Community Block Development Grant funds.

Commissioner Watson moved for approval for consideration of the Grant, Commissioner Konderla seconded the motion.

Commissioner Watson expressed concerns about the burden that the Grant criteria will put on staff. Judge Peters asked for an explanation on the Grant requirements if it were to be accepted.

Purchasing Agent Charles Wendt and County Engineer Prarthana Banerji explained that meeting the requirements would be more expensive for the County and would push the timeline out by approximately a year. They stated that Road and Bridge employees are qualified to complete the work and can do so in a more timely manner. Commissioner Watson rescinded her Motion and Commissioner Konderla rescinded his second, the motion was withdrawn.

Commissioner Watson then moved to not accept the Grant, Commissioner Konderla seconded and the Court voted unanimously to not approve.

Motion: Deny, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

8. Approval requested from Brazos County Emergency Services District #3 for a 30-day extension to be no later than July 1, 2025 for submission of the annual financial audit report.

A copy of the Extension Request is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

9. Approval requested from Human Resources to write off outstanding account

receivables in the amount of \$744.16. This amount is believed to be uncollectible.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

10. Approval of the following job description:
 - a. Fair Administration - B0843 - Assistant Manager

A copy of the job description is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

11. Authorization for the County Judge to sign Extension of Tolling Agreement originally approved and executed in Commissioners Court on January 23, 2024.

Cathie Viens asked for clarification on what the extension of the Tolling Agreement entails.

Judge Peters explained that this would extend the amount of time that a lawsuit could be filed concerning the contract, if needed.

General Counsel Bruce Erratt added that this agreement is concerning the statute of limitations on filing a lawsuit for breach of contract regarding the Juvenile Justice Center Project. He stated that the parties have been working through the issues and have nearly resolved the matter. The extension will allow more time to completely resolve the matter without losing the ability to file a lawsuit if it became necessary.

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

12. Approval of the First Amendment to the Third Restatement of the Brazos Valley Wide Area Communications System (BVWACS) Interlocal Agreement (ILA), and approval of the First Amendment to the BVWACS Managing Entity ILA with the Brazos Valley Council of Governments. This will admit Robertson County as a member of the BVWACS Regional Radio System.

Cathie Viens requested clarification on this item.

Judge Peters explained that it is an emergency radio system that is expanding into surrounding counties. It is not connected to 911.

A copy of the amendment is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

13. Approval of Change Order #2 to CIP 23-608 I&GN Road Reconstruction with Larry

Young Paving to deduct \$54,973.63 from the contract for unused bid line items and liquidated damages. The new contract total will be \$5,850,963.62.

A copy of the change order is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

14. Approval of Contract #25-118 for Project Management Software with Procore Technologies Inc.

A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

15. Approval of Renewal of Bid #25-128R Jury Summons with Xpedient Mail.

Commissioner Nettles noted that he is happy to see this a local company. A copy of the renewal of contract and bid tabulation is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

16. Permission to Advertise RFP #CIP 25-531 Brazos County Administration Building Renovations.

Jody Quimby asked for clarification on the meaning of "CIP", the scope of the project, and how it relates to the 101 North Building.

Project Manager Trevor Lansdown stated that "CIP" is an in-house acronym for Capital Improvement Project. He then explained that this project is for the remodel for the Sanctuary, North Wing and building envelope for the Administration Building. Mr. Lansdown added that this project is completely separate from the 101 North Building project that will take place across the street.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

17. Approval of the following committee for RFP #CIP 25-531 Brazos County Administration Building Renovations.

- a. Trevor Lansdown - Project Management - Director of Project Management
- b. Aubrey Leggett - Commissioners' Court - Executive Assistant
- c. Raeanna McConathy - Assistant Director - Human Resources
- d. Nina Payne - Budget - Budget Officer
- e. Leslie Contreras - Risk Management - Risk Manager

- f. Purchasing (Non-Voting)
- g. Legal (Non-Voting)
- h. Tom Green & Company Engineers (Owner Commissioning Agent - Non-Voting)

Cynde Wiley questioned why the committees are typically made of County employees and do not include private citizens.

Judge Peters explained that the committees are made of people that will be impacted by the projects.

General Counsel Bruce Erratt added that occasionally there are members of the community that are asked to serve on County committees.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

18. Approval of the following Service Contracts with Avinext:
 - a. CIP 25-596 Audio & Visual Upgrades for Commissioners Courtroom in the amount of \$23,074.94.
 - b. CIP 25-597 Door Access Card Readers for County Clerk in the amount of \$15,524.99.

A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

19. Request for approval of the Final Plat of Southern Pointe Subdivision Section 401, Block 81, Lots 3R-1 through 3R-6, being a Replat of Block 81, Lot 3; 7.371 Acres; Sterrett D Smith League Survey, A-210; College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

20. Consider and take action on the Frontier Communications utility permit to pull fiber optic cable through existing conduit within the ROW of Arrington Road and Indian Lakes Drive. Project also includes road bores of Mesa Verde Drive, Arapaho Ridge Drive, Barnstable Harbor, Sandpiper Cove and Pelicans Point Cove. Sites are located in Precinct 1.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

21. Consider and take action on the Frontier Communications utility permit to install 14,240 feet of fiber optic conduit within the right-of-ways of Opersteyn Road, Cliff Road and Warren Ranch Road. Project also includes road bores of Opersteyn Road (4), Cliff

Road (7) and Coleman Street (3). Sites are located in Precinct 2.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

22. Approval of expenditure journal entry for Brazos County's 2nd Quarter Contribution to the Brazos County Health District for Fiscal Year 2024-2025 in the amount of \$119,507.25.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

23. Tax Refund Applications for the following:

Overpayments

- a. Denise E & Herman L Shirley - \$165.08

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

24. Budget Amendments.

- FY 24/25 Budget Amendments 32.01 - 32.05

32.01 - Transfer of funds from Road and Bridge to Capital Improvement Fund.
32.02 - Reallocation of funds in 2020 Certificates of Obligation.
32.03 - Transfer of funds from Indigent Health Care to Court Support - Civil.
32.04 - Transfer of funds from Contingency to Community Support.
32.05 - Transfer of funds from Information Technology to Tax Assessor-Collector.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

25. Personnel Change of Status.

- Approval of Personnel of Change of Status

Judge Peters stated that a correction was needed to remove Cody Starkey from the list of employments. On motion by Commissioner Konderla, and a second from Commissioner Watson the Personnel Change of Status was unanimously approved with the exception of Cody Starkey.

A copy of the Personnel Change of Status is attached.

Motion: Approve w/ Conditions, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

26. Payment of Claims.

Approval of Payment of Claims

- a. 8209843 - 8209987
- b. 9204487 - 9204542

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Chuck Konderla. Passed. 4-0. Ayes: Konderla, Nettles, Peters, Watson. Absent: Brown.

27. Convene into Executive Session pursuant to the following:

- a. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract A).
- b. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract B).
- c. Texas Government Code §551.087 for deliberation regarding economic development negotiations.

At this point, the County Judge announced the Court would consider items 29 through 35 and then return to convene into Executive Session.

Having considered the previously noted agenda items, General Counsel Bruce Erratt submitted a written determination that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third party. A motion was offered by Commissioner Konderla to meet in closed Executive Session as per Mr. Erratt's recommendation. The motion was seconded by Commissioner Watson and motion passed unanimously. At 12:03 p.m. Judge Peters announced that the Court would recess for lunch and reconvene at 1:30 p.m.

The meeting was reconvened at 1:30 p.m. and the County Judge announced the meeting closed to the public, so the Court could convene into Executive Session as stated above. Executive Sessions were held on the 3rd floor of the Administration Building in the County Judge's Conference, Suite 332 to allow for more space. The following individuals were asked to stay for each session.

a. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract A).

Aubrey Leggett, Executive Assistant

Ed Bull, Chief of Staff/Civil Counsel

Bruce Erratt, General Counsel

Allison Lindblade, Assistant General Counsel

Katie Conner, Auditor
Marci Turner, First Assistant Auditor
Nina Payne, Budget Officer
Charles Wendt, Purchasing Agent

The following individuals were asked to stay for each session.

b. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract B).

Aubrey Leggett, Executive Assistant
Ed Bull, Chief of Staff/Civil Counsel
Bruce Erratt, General Counsel
Allison Lindblade, Assistant General Counsel
Katie Conner, Auditor
Marci Turner, First Assistant Auditor
Nina Payne, Budget Officer
Charles Wendt, Purchasing Agent
Trevor Lansdown, Project Manager
Jarvis Parsons, District Attorney
Sheriff Wayne Dicky
Lt. Garrett House
Chief Paul Martinez

The following individuals were asked to stay for each session.

c. Texas Government Code §551.087 for deliberation regarding economic development negotiations.

Aubrey Leggett, Executive Assistant
Ed Bull, Chief of Staff/Civil Counsel
Bruce Erratt, General Counsel
Allison Lindblade, Assistant General Counsel
Katie Conner, Auditor
Marci Turner, First Assistant Auditor
Nina Payne, Budget Officer
Kimberly Roach, Economic Development Coordinator

28. Consider and possible action on Executive Sessions.

At 3:38 p.m. the County Judge announced the meeting open to the public and announced that no action would be taken on the Closed Executive Session.

29. Acknowledgement of FY 2025 Committed Emergency Fund Calculation increasing the Committed Emergency Fund by \$3,917,235 to total \$40,000,444 per Resolution 24-013.

The Court acknowledged receipt FY 2025 Committed Emergency Fund Calculation increasing the Committed Emergency Fund by \$3,917,235 to total \$40,000,444 per Resolution 24-013.

30. Acknowledgement of the Investment Report for Quarter Ending 03/31/2025.

Cynde Wiley asked for clarification one what is done with the interest earned.
County Auditor Katie Conner explained the interest earned is added to the budget as revenue.

The Court acknowledged receipt of the Investment Report for quarter ending March 31, 2025. A copy of which is attached to and made a part of these minutes.

31. Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of May 21, 2025.
Acknowledgement of the FY 2024-2025 Contingency Budget to Actuals by Fund as of May 21, 2025.

The Court acknowledged receipt of the 2024-2025 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of May 21, 2025.

32. Acknowledgement of monthly reports submitted in May 2025.

The Court acknowledged receipt of the Extension Service reports submitted in May of 2025 and acknowledged receipt of reports from the following County and Precinct Offices showing revenues collected and remitted to the County Treasurer:

County Clerk

Constable Precinct 2

Constable Precinct 3

33. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 30 juveniles in the detention center, 18 are male, 12 are female, and 34 have electronic monitors.

34. Sheriff's report on inmate population.

Sheriff Wayne Dicky reported there were 726 inmates in jail, 634 inmates are male, 92 are female, and 52 have electronic monitors.

35. Announcement of interest items and possible future agenda topics.

There were no announcements.

36. Adjourn.



FILED

2025 MAY 23 P 2:55

ARMANDO GONZALEZ
Brazos County, Texas
DEPUTY CLERK
Armando Gonzalez

**BRAZOS COUNTY
BRYAN, TEXAS**

NOTICE OF MEETING AND AGENDA

BRAZOS COUNTY COMMISSIONERS COURT

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET
IN REGULAR SESSION ON MAY 27, 2025 AT 10:00 AM IN THE
COMMISSIONERS COURTROOM OF THE BRAZOS COUNTY
ADMINISTRATION BUILDING, 200 S. TEXAS AVENUE, SUITE 106,
BRYAN, TX 77803**

**THE PUBLIC MAY WATCH THE MEETING LIVE ON THE BRAZOS
COUNTY COMMISSIONERS COURT YOUTUBE CHANNEL AT:
[HTTPS://WWW.YOUTUBE.COM/@BRAZOSCOUNTY3227](https://www.youtube.com/@BRAZOSCOUNTY3227).**

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1. Invocation and Pledge of Allegiance
 - U.S. and Texas Flag - Commissioner Watson
 2. Call for Citizen input and/or concerns
 3. Presentations and/or Discussions
 - Presentation and discussion of Brazos County TRIP-22 Update by Innovative Transportation Solutions, Inc. (ITS).

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21. Harbor, Sandpiper Cove and Pelicans Point Cove. Sites are located in Precinct 1. Consider and take action on the Frontier Communications utility permit to install 14,240 feet of fiber optic conduit within the right-of-ways of Opersterny Road, Cliff Road and Warren Ranch Road. Project also includes road bores of Opersterny Road (4), Cliff Road (7) and Coleman Street (3). Sites are located in Precinct 2.
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- FY 24/25 Budget Amendments 32.01 - 32.05
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32. Acknowledgement of monthly reports submitted in May 2025.
33. Juvenile director's report on detention population.
34. Sheriff's report on inmate population.
35. Announcement of interest items and possible future agenda topics.
36. Adjourn.

PUBLIC COMMENTS

Public Comment during the Commission Meeting may be for all matters, both on and off the agenda, and be limited to four minutes per person. Public participation sign-up sheets must be submitted at least five (5) minutes prior to the start of the posted meeting time. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment at the Commission meeting. Members of the public are reminded that the Brazos County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Brazos County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.023 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

It is not the intention of the Brazos County Commissioners Court to provide a public forum for the demeaning of any individual or group. Neither is it the intention of the Court to allow a member (or members) of the public to insult the honesty and/or integrity of the Court, as a body, or any member or members of the Court, or County employees, individually or collectively. Accordingly, profane, insulting or threatening language directed toward the Court and/or any person in the Court's presence and/or racial, ethnic or gender slurs or epithets will not be tolerated. Violation of these rules may result in the following sanctions:

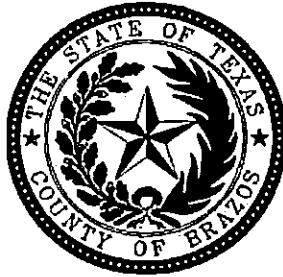
1. cancellation of a speaker's time;
2. removal from the Commissioners Court;
3. a Contempt Citation; and/or
4. such other and/or criminal sanctions as may be authorized under the Constitution, Statutes and Codes of the State of Texas.

The County Commissioners Court can deliberate or take action only if a matter has been listed on an agenda properly posted prior to the meeting. During the public comment period, speakers may address matters not listed on the published agenda. The Open Meeting Law does not expressly prohibit responses to public comments by the Commissioners Court. However, responses from the County Judge or Commissioners to unlisted public comment topics could become deliberation on a matter without notice to the public. To ensure the public has notice of all matters the Commissioners Court will consider, the County Judge and/or Commissioners may choose not to respond to public comments, except to correct factual inaccuracies, recite existing policy in response to an inquiry or to ask that a matter be listed on a future agenda. See Texas Open Meetings Act Section 551.042.

INVOCATION

Any invocation that may be offered before the official start of the Court meeting shall be to and for the benefit of the Court. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Court and do not necessarily represent the religious beliefs or views of the Court in part or as a whole. No member of the community is required to attend or participate in the invocation and such decision will have no impact on their right to actively participate in the business of the Court.

The Commissioners Courtroom of the Brazos County Administration Building, 200 S. Texas Avenue, Suite 106, Bryan, TX 77803 is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive services must be made two working days before the meeting. To make arrangements, please call (979) 361-4102.



The foregoing minutes of the Commissioners Court Meeting held May 27, 2025, have been examined and are approved in open Court this 10th day of June 2025, in Bryan, Brazos County, Texas .

Absent

Duane Peters
County Judge

[Signature]
Bentley Nettles
Commissioner, Precinct 1

[Signature]
Chuck Konderla
Commissioner, Precinct 2

[Signature]
Fred Brown
Commissioner, Precinct 3

[Signature]
Wanda J. Watson
Commissioner, Precinct 4 / Co. Judge Pro Tem

Attest:

[Signature]
Karen McQueen
County Clerk

By: [Signature]
Chief Deputy

BRAZOS COUNTY COMMISSIONER'S COURT

27 DAY OF May, 20 25
10:00 Am AM/PM, Regular

Name

(PLEASE PRINT)

Aubrey Leggett

Sharyl Lowe

Delia Sandoval

Karen Hall

Stephen Pearsall

Charlotte Stivers

Cornia Barker

Keith Ballasy

Sandra Farris

Cynde Wiley

Steve Pittman

Sharon Pittman

Jack Burley

Karen Simpson

Cathie Viens

Organization

(PLEASE PRINT)

Comm. Court

Comm. Court.

Comm. Court.

No East Loop

self.

NEL

NEL

NEL

NEL

self

self

self

self

self

taxpayer

BRAZOS COUNTY COMMISSIONER'S COURT

27 DAY OF May, 2025
10:00 (AM)PM, Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

MIKE STREET

KYLE GREENWOOD

BOB KYLE GREENWOOD

TREVOR LAXISDOWN

Cristian Villarreal

Ed Bull

Kimberly Roach

BOBBY ROSIER

MARY RUTH ROSIER

B ERATT

Chris Barnes

Dale Barnes

Victoria McCoy

Ashlie Peter. Bowman

NO EAST LOOP

NO EAST LOOP

BCPM

TREASURER

Co. Clerk

Co. Clerk

NEK

NEK

[Signature]

Citizen

Citizen

Co. Clerk

" "

BRAZOS COUNTY COMMISSIONER'S COURT

27 DAY OF May, 2025
10:00 AM/PM, Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Denise KicKham

David Case

Roger Lasater

Henry Hawkins

Patti Skalaban

Marcus McDonald

Karen Stuart

Jeff Hobbs

JOE SALVATO

Jaclyn Tech

Donald Lamp

Karen Mc Darron

Quentin

Alex Amponsah

Brian Bidwell

NEEL

No East Loop

NEEL

BCSO

Self

ROB

NEEL

Const. Pct 2

Co. Clerk

Self

STV

citizen

BRAZOS COUNTY COMMISSIONER'S COURT

27 DAY OF May, 2025
10:00 ~~AM~~/PM, Regular

Name

(PLEASE PRINT)

Barbara Smith

Katie Conner

Marcie Turner

Stephen Voss

ERIC CALDWELL

Billy Melzow

LINDA Ricketson

Paula Otto

Jill Van Housh

Chris Horate

Jelly Reigle

Marcus McDonald

Janner Starnell

Joey Quimby

Emily Lane

Organization

(PLEASE PRINT)

Cododge

Budget

Budget

PCC pct 2

BCIT

BCIT

Juvenile

Citizen

Lamb Star Engineering

Lamb Star Engineering

NEL

NEL

NEL

SELF

RB Miller / DCCM

BRAZOS COUNTY COMMISSIONER'S COURT

27 DAY OF May, 2025
10:00 AM/PM, Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Allen Hammack
Thomas Jordan
Cherise Ratliff
Barbara T Coker
DAVE ALDERMAN
BRAZOS
Garrett House
Paul Martin
Marsha Anderson
Beth Martinez
Wayne Dicky
Nelson L. Woodward
Amyl K. Sicinski
Jennifer Salazar
Raeanne McConathy

No East Loop
No East Loop
Taxpayer
citizen
NEL
NEL
BLSO
BLSO
Purchasing
S.O.
Westwoods
NEL
HR
HR

BRAZOS COUNTY
COMMISSIONER'S COURT

27 DAY OF May, 2025
10:00 (AM)/PM, Regular

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

KIM TURNER

Self

Jacqueline Gester

Expo

Wendy Fisher

Expo

Heidi Caruso

No East

Brooke Amador

NEL

Prashana Banceji

R3 B

Judge Nunn

Pet 2

BRAZOS COUNTY
COMMISSIONER'S COURT

27 DAY OF May, 2025
1:30 AM/PM, Regular

Name

(PLEASE PRINT)

Aubrey LeggettSharyl LoweDelia SandovalB. ERATIKatie ConnerNina PayneAllison LinderMarissa Anderson

Organization

(PLEASE PRINT)

Comm. CourtComm. CourtComm CourtCJAuditorBudgetCo. pubCo. pub

This criteria has not been met! This loop is not needed and the citizens DO NOT DESIRE it to be built.

In the governance of the MPO and RMA -

The MPO has both elected and non-elected personnel appointed to the board. Therefore the citizens have recourse if the MPO board wandrs from the purposed in which they were founded. We can vote them out.

The RMA , which has emminant domain authority, on the other hand is all appointed. There is no rescource for the citizens to enofrce! Only organizations in which the citizen have corrective action available, should have emminant domain powers.

I like to use a simple test when I am involved in a project like this :

Is it the truth?

Is it Fair to all concerned?

I am not for the East Loop!

Comment to Commissioner's Court May 27, 2025

Presenter: Marcus McDonald
5714 Easterling Drive
Bryan, TX 77808

Adding to Mayor Bobby Gutierrez,, statement last Wednesday on the radio, that the Quiddity/Brazos County contract can't be stopped. Every contract normally has a termination clause. Execute that clause and the contract is terminated. This contract should be halted because it is not needed.

In 2022 , an off cycle election year, Less than 1/3 of registered voters approved a 100 million dollar bond to fund repairs and improvements to existing roads stated in the bond. The North East Loop was not listed in the bond. The wording of the bond is so vague that it lends the 100 million dollars to be utilized by the County any way it wants to. Even projects not listed in the bond.

In the future I am hoping that the voter will exercise better judgment when voting for bonds; AND only vote for bonds that have EXPLICIT USE wording within bonds Detailed uses for funds raised.

On that same ballot, there was the funding of the RMA by adding a \$10.00 tag to license plates registered within Brazos County. The residents voted NO on this funding.

Back to contract btw Quiddity and Brazos County – If the study is to continue, then make it a complete study by -

Including the traffic and environmental studies. These studies should be made available to the public for transparency, before the County make a decision.

Include Economic impact of the dilution of the customer base to the local businesses. Just look at the Varsity Restaurant and all the empty buildings in BCS. The building of Hwy 6 still has a diluting effect on businesses along Texas Ave. And those businesses are still trying to recover from decrease in volume of customers.

Do include the increase in crime that comes along with a loop. The loops are called Crime Corridors – these loops provide easy off and on access for criminals to get in and out of communities quickly. Those crime stats are out there and need to be included in the study.

Houston, Austin, DFW, and San Antonio are examples of what the citizens of Brazos County don't want. We don't want runaway urban sprawl! In fact – It is the lack of urban sprawl that draws people to come make a home in Brazos County!

Back to the MPO and RMA -

In the By Laws of the MPO - In Article I : Organizational Structure of the MPO states: " The MPO examine the needs and desires of the citizens it serves in the Bryan/College Station Metropolitan Planning Area and develops projects and plans based upon those needs and desires"



**BRAZOS COUNTY
BRYAN, TEXAS**

| | |
|------------------------|---|
| DEPARTMENT: | NUMBER: |
| DATE OF COURT MEETING: | 5/27/2025 |
| ITEM: | <ul style="list-style-type: none">• Presentation and discussion of Brazos County TRIP-22 Update by Innovative Transportation Solutions, Inc. (ITS). |
| TO: | Commissioners Court |
| DATE: | 03/07/2025 |
| FISCAL IMPACT: | False |
| BUDGETED: | False |
| DOLLAR AMOUNT: | \$0.00 |

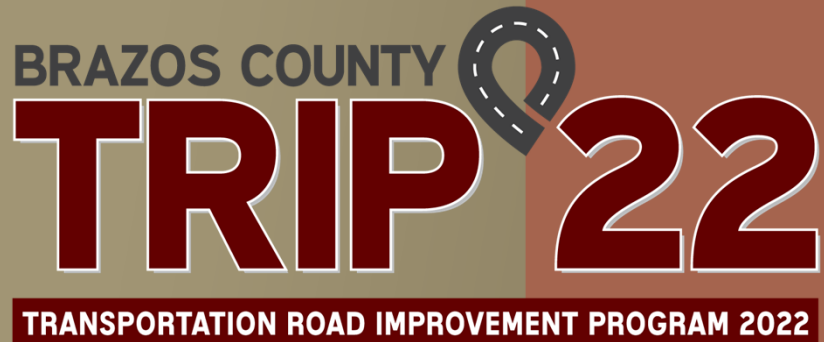


May 27, 2025

Brazos County TRIP-22 Update

TRIP-22: Proposition A

In November 2022, the voters of Brazos County approved Proposition A, the \$100 million TRIP-22 bond program, by 67%.



TRIP-22: Proposition A Projects



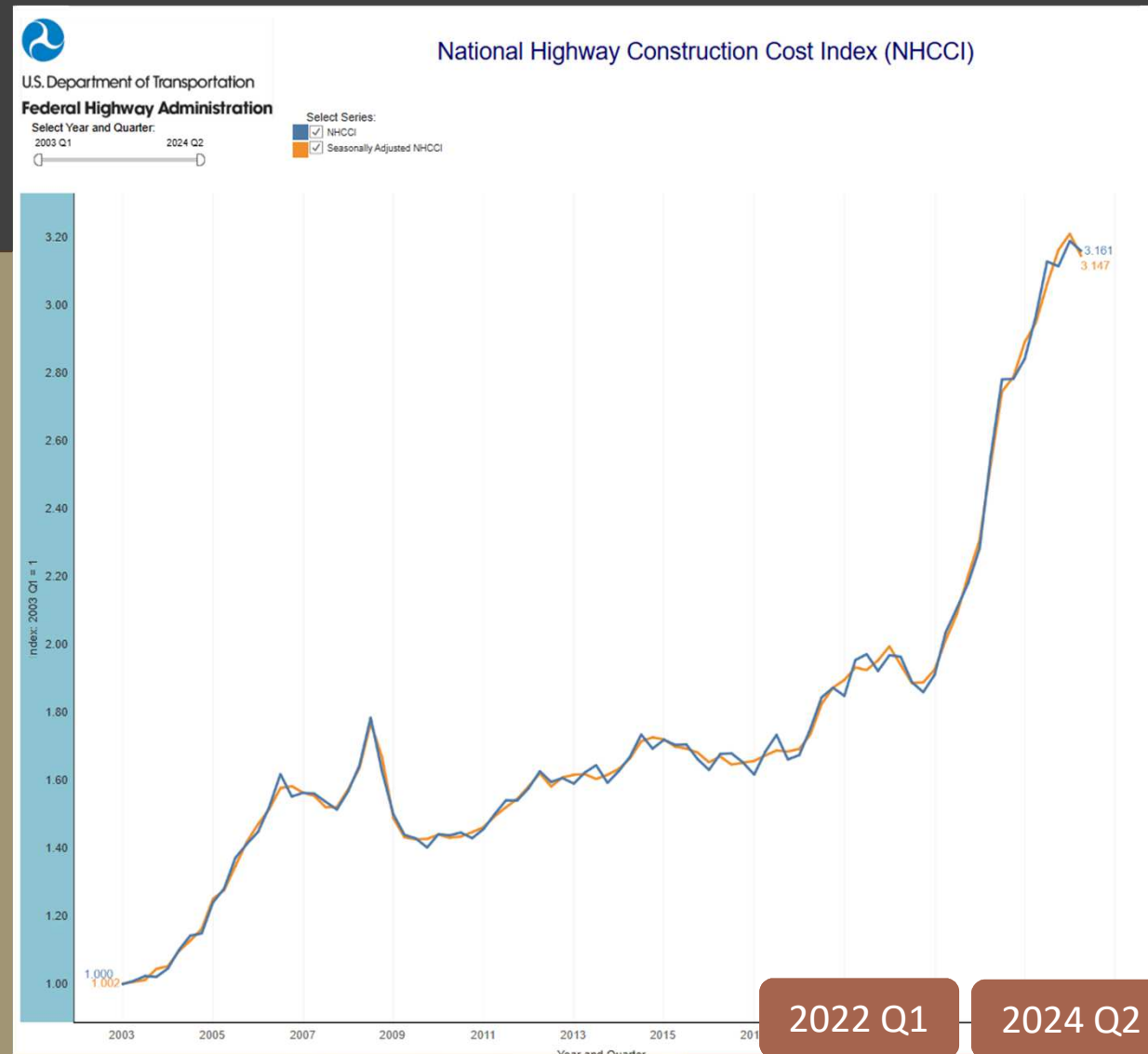
| PROJECT | | LIMITS | COUNTY COMMITMENT |
|-----------------|--|----------------------------------|-------------------|
| Inner Loop East | | from SH 6 to W.D. Fitch | \$13,000,000 |
| SH 21 | | at SH 47 | \$3,000,000 |
| FM 1688 | | from SH 47 to FM 2818 | \$16,000,000 |
| FM 2818 | | from FM 60 to SH 6 North | \$6,000,000 |
| FM 2347 | | at FM 2154 | \$15,000,000 |
| SH 40 | | from Arrington Road to SH 6 | \$16,000,000 |
| SH 30 | | from Associates Avenue to FM 158 | \$11,000,000 |
| County Roads | | Various | \$20,000,000 |
| | | TOTAL | \$100,000,000 |

TRIP-22: Proposition B

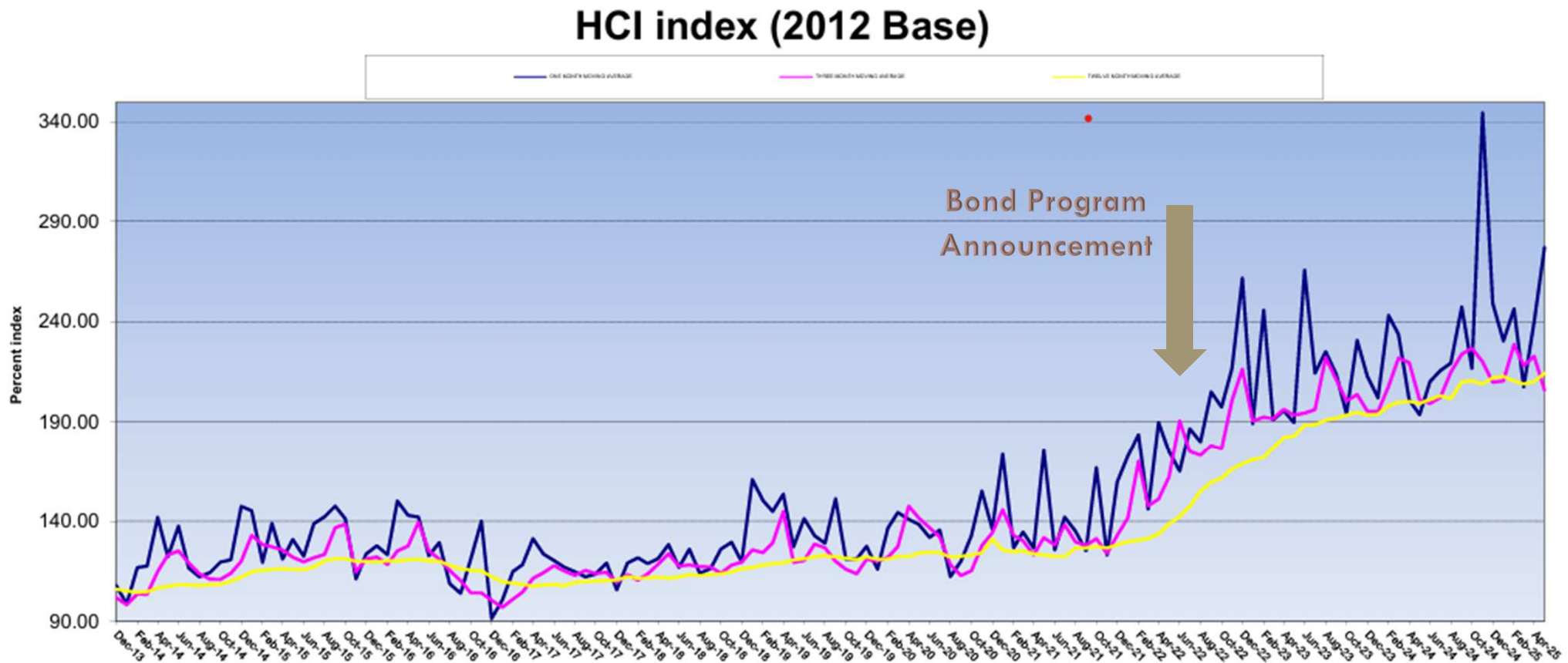
The voters were also asked to approve Proposition B, which added a \$10 fee to vehicle registration for the Brazos County Regional Mobility Authority. Voters rejected Proposition B due to the increase in taxes.

National Highway Construction Cost Index

Nationally, roadway construction costs have increased approximately 70% since 2022.



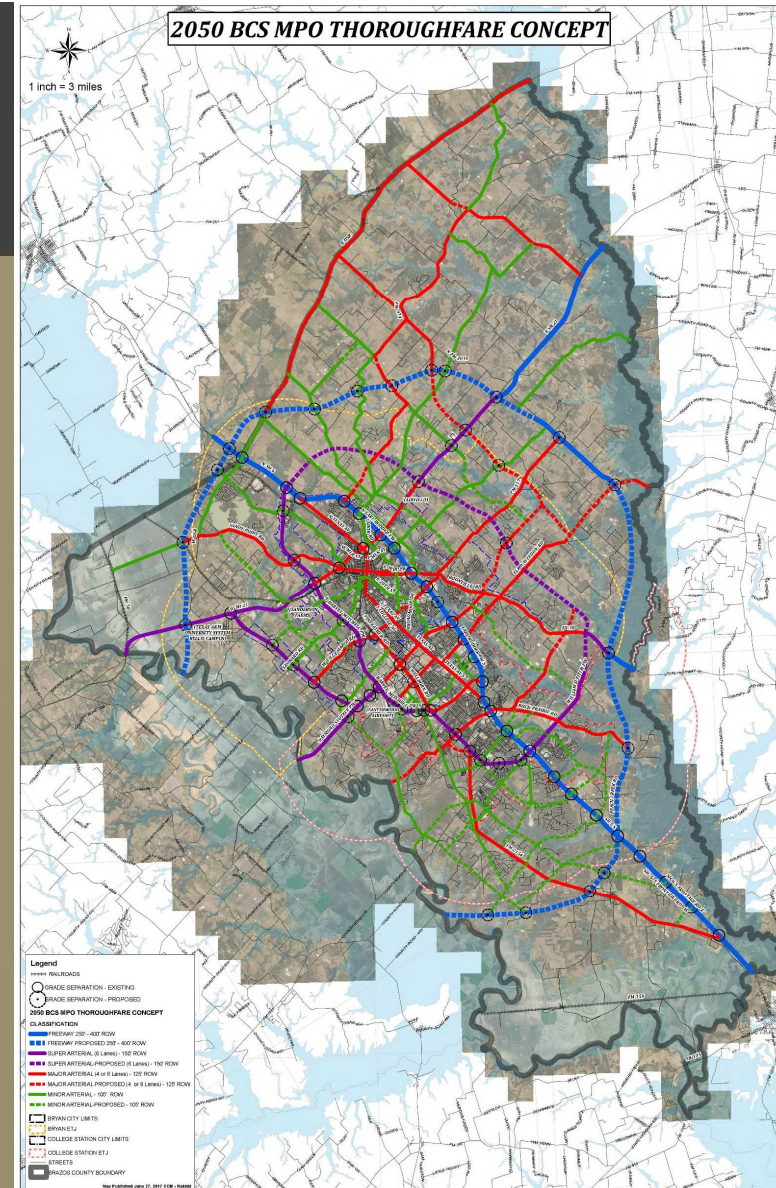
Since 2022, TxDOT construction costs have increased by 68%.



Bryan College Station Metropolitan Planning Organization

The MPO:

- Guides regional mobility
- Conducts traffic studies and growth analysis
- Manages federal and state transportation investments
- Coordinates with local governments in transportation planning through federal mandate
- Coordinates funding for key projects



TRIP-22 Projects



Projects in Planning:

Inner Loop East, SH 47/SH 21, FM 1688, and SH 30

Partnership Projects:

FM 2818, FM 2347/FM 2154, and SH 40

Transportation Road Improvement Program: TRIP-22

After reviewing final bond projects, ITS, in coordination with Brazos County and TxDOT, identified four projects in Brazos County to partner with TxDOT to complete the engineering through donating plans.

ITS provides monthly progress reports for the Brazos County projects for distribution to the commissioners court and county representatives.

When TxDOT's design consultant and right-of-way budget was cut in early 2025, ITS coordinated with TxDOT to continue moving forward with the Brazos County projects without initiating a pause or slow down.

ITS leads the project team – consultants, TxDOT, MPO, Brazos County, and other stakeholders – to ensure continuity, progress, county's interests, and technical diligence.



Projects in Planning

TRIP-22 Project in Planning

For each of the four projects in planning, ITS:

- developed the scope of services;
- estimated the fee for the engineering services;
- drafted the Request for Qualifications (RFQ) and worked with purchasing to publish the RFQ;
- worked with TxDOT to develop the Consultant Selection Team for procurement;
- managed and served as advisor to the Consultant Selection Team working with Brazos County Purchasing;
- provided civil with a sample contract for retaining professional engineering services;
- negotiated the consultant fee and brought contracts before commissioners court for execution
- manages schematic and NEPA clearance;
- ensures project movement through TxDOT process with minimal delays;
- worked in coordination with the TxDOT Division Offices and Bryan District to ensure the alternative analysis and environmental process meets all state and federal guidelines;
- ensures timely submittal of consultant invoices;
- verifies charges and progress and ensures that charges correlate to progress with each monthly invoice;
- ensures prompt payment for consultant invoices;
- verifies line items and contract totals with each invoice submittal;
- submits monthly invoices to county auditor for payment;
- ensures prompt submittal of progress reports from consultant;
- reviews monthly progress reports from consultant; *and*
- manages all other project details as required to ensure project delivery.

SH 47/SH 21 Interchange

along SH 47 and SH 21



SH 47/SH 21 Interchange

Project Details

Engineer:

Binkley & Barfield

CSJ:

3138-02-016

Total Length:

2.9 miles

Construction Estimate:

\$203,914,387

Location:

Approximately 0.9 miles along SH 47

Approximately 2.0 miles along SH 21

Proposed Improvements:

Reconfigure the SH 47 at SH 21 interchange

Construct grade separated overpasses

SH 47 at 5th Street

SH 21 at a new street

SH 47/SH 21 Interchange

Project Activities

▶ **Data Collection**

- Collected field data
- Developed base maps

▶ **Public Involvement:**

- Second public meeting to be held in summer/fall 2025

▶ **Geometric Schematic**

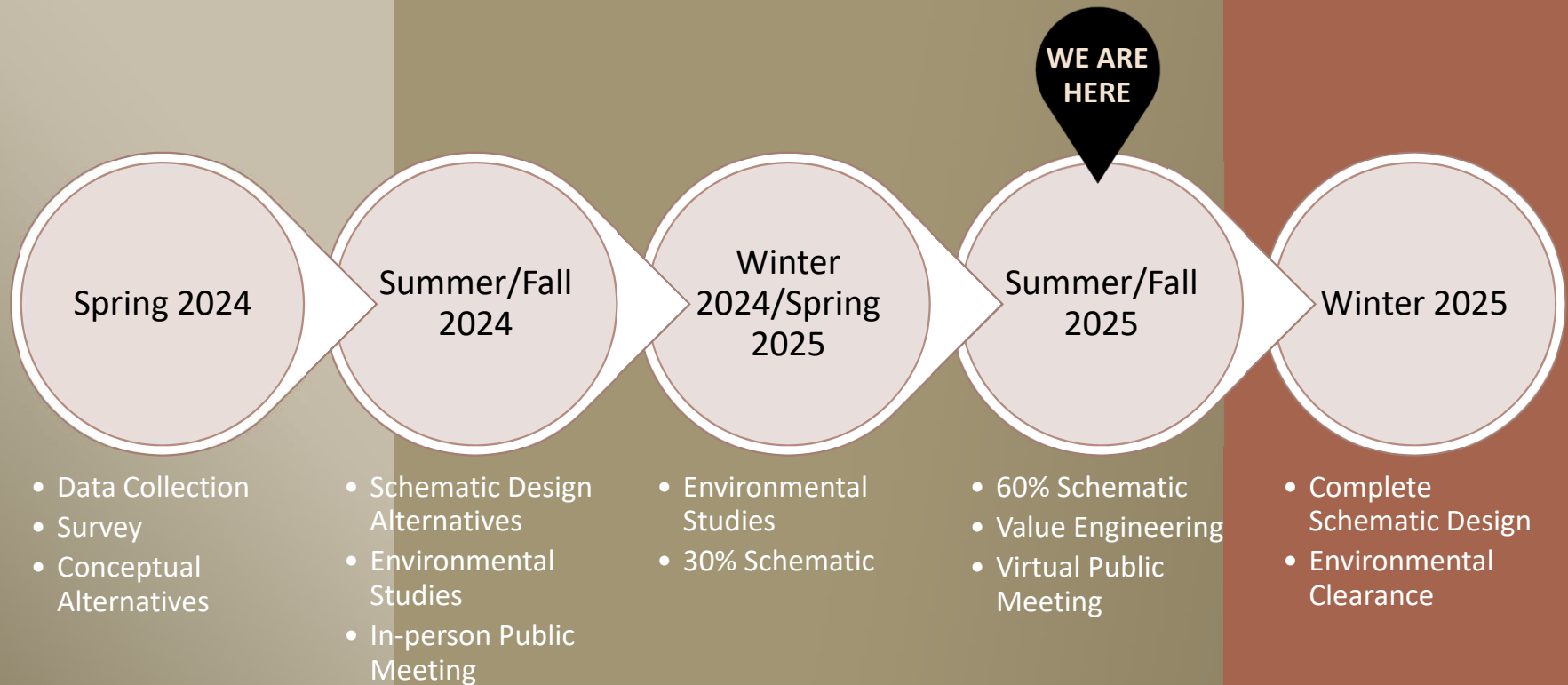
- 30% plan review held with TxDOT
- Design Concept Conference with TxDOT and DSR updated

▶ **Environmental:**

- Preparing environmental technical reports
- Right-of-entry letters mailed

SH 47/SH 21 Interchange

Project Schedule



SH 47/SH 21 Interchange

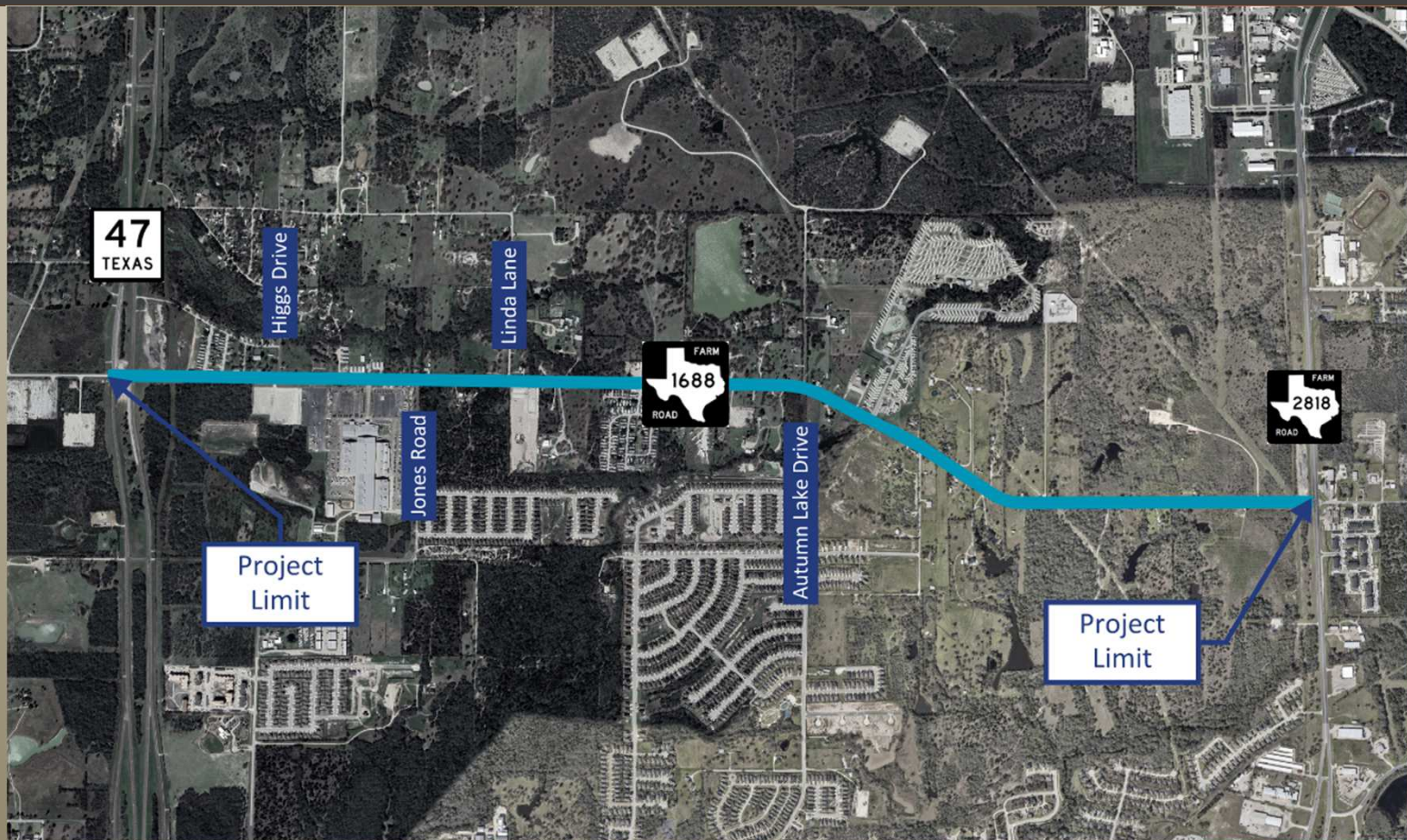
ITS Efforts to Date

ITS:

- assisted with the Design Concept Conference held on September 18, 2024, with attendees from TxDOT, and Brazos County;
- worked in coordination with the TxDOT Division Offices and Bryan District to ensure the alternative analysis and environmental process meets all state and federal guidelines;
- coordinated with Binkley & Barfield, Brazos County, RELIS/TTI, and TxDOT to ensure future development on the RELIS/TTI Campus will be served via the proposed roadway and pedestrian and bicycle elements;
- facilitated stakeholder coordination meetings with RELIS/TTI and City of Bryan and College Station;
- meets bi-weekly with Binkley & Barfield to ensure project schedules are met; *and*
- assisted with the Public Meeting held on November 14, 2024.

FM 1688

from SH 47 to FM 2818



FM 1688

Project Details

Engineer:

RG Miller

CSJ:

1560-02-019

Total Length:

2.87 miles

Construction Estimate:

\$46M

Proposed Improvements:

Widen existing 2-lane roadway to a 4-lane roadway

Improve intersections for mobility and safety

Provide continuous shared-use path for pedestrians and bicyclists

▶ **Survey/ROW**

- Collected field data
- Completed design survey

▶ **Geotechnical:**

- Collected borings
 - Prepared geotechnical report

▶ **Environmental:**

- Conducted field review
- Prepared constraints map

▶ **Roadway/Traffic:**

- Evaluated preferred alignment
- Prepared conceptual alternative exhibits
- Assessed intersection alternatives
- Determined typical sections
- Analyzed ROW impacts
- Presented two schematic alternatives
- Evaluated traffic operations

▶ **Drainage:**

- Preparing existing conditions model



FM 1688

ITS Efforts to Date

ITS:

- coordinated and led a Design Concept Conference that was held on February 27, 2025, at the TxDOT Bryan District Office with attendees from TxDOT, the City of Bryan, and Brazos County;
- meets bi-weekly with RG Miller to ensure project schedules are met;
- coordinated with RG Miller, Brazos County, City of Bryan, and TxDOT to incorporate bicycle and pedestrian elements from the City of Bryan Master Plan;
- coordinated with consultant for a Public Involvement Plan;
- worked in coordination with the TxDOT Division Offices and Bryan District to ensure the alternative analysis and environmental process meets all state and federal guidelines;
- assists with the Public Meeting being scheduled for Fall 2025; *and*
- assisted consultant to ensure drafting of initial utility conflict matrix.

SH 30

from Associates Avenue to FM 158



SH 30

Project Details

Engineer:

Lamb-Star

CSJ:

2446-01-032

Total Length:

2.1 miles

Construction Estimate:

\$59 million

Proposed Improvements:

Widen existing 2-lane roadway to 4-lane roadway

Intersection improvements for mobility and safety

Continuous shared-used path for pedestrians and bicyclists

► **Survey/ROW**

- Collected field data
- Completed design survey
- Verified existing easements for ROW evaluation

► **Roadway:**

- Evaluated intersection alternatives for improved mobility and safety
- Adjusted pedestrian facilities to incorporate existing where feasible
- ROW analysis based on utility conflict matrix
- Determine typical section and refine corridor as needed

► **Drainage:**

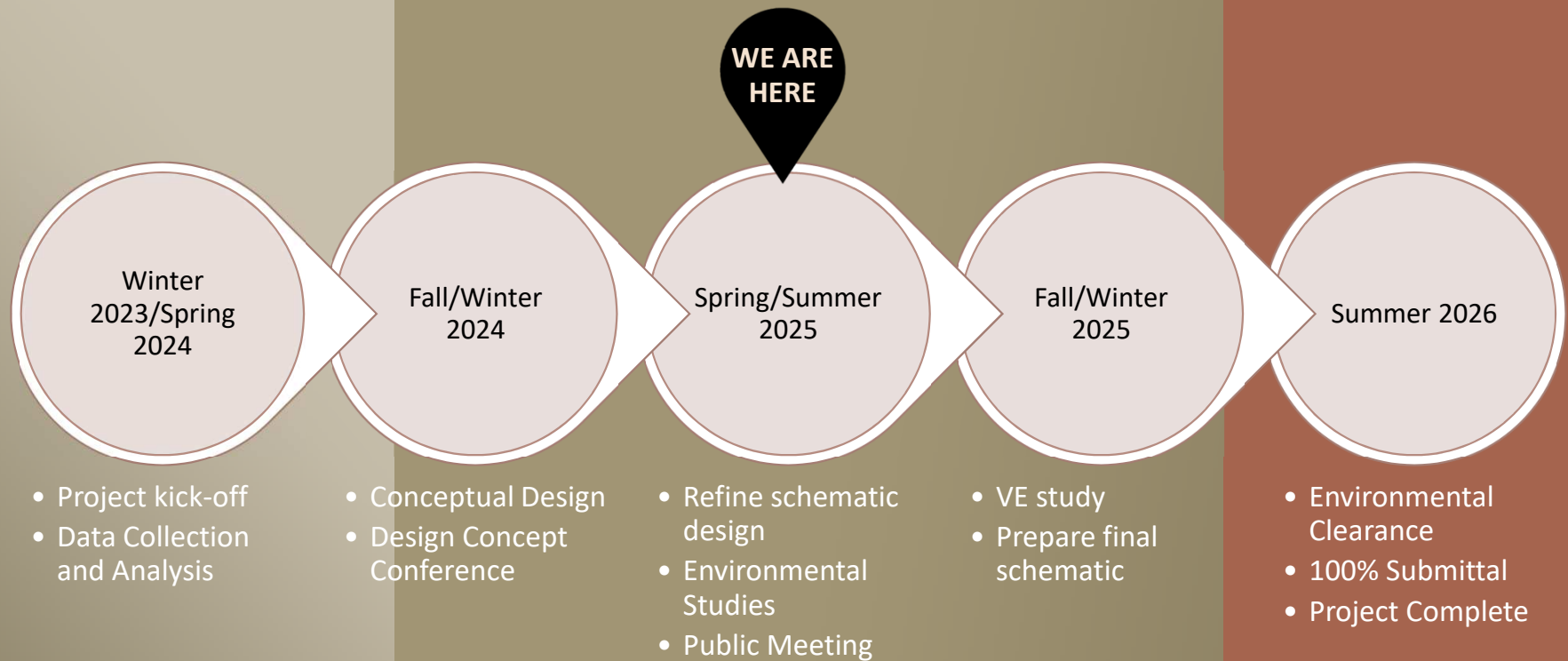
- Evaluated structure alternatives at Carters Creek
- Submitted draft drainage report

► **Traffic:**

- Evaluated and recommended lane configurations at FM 158
- Collected additional traffic counts at Veterans Park during events

► **Environmental:**

- Drafting Public Meeting Documents
- Finalize tech reports upon ROW approval



SH 30

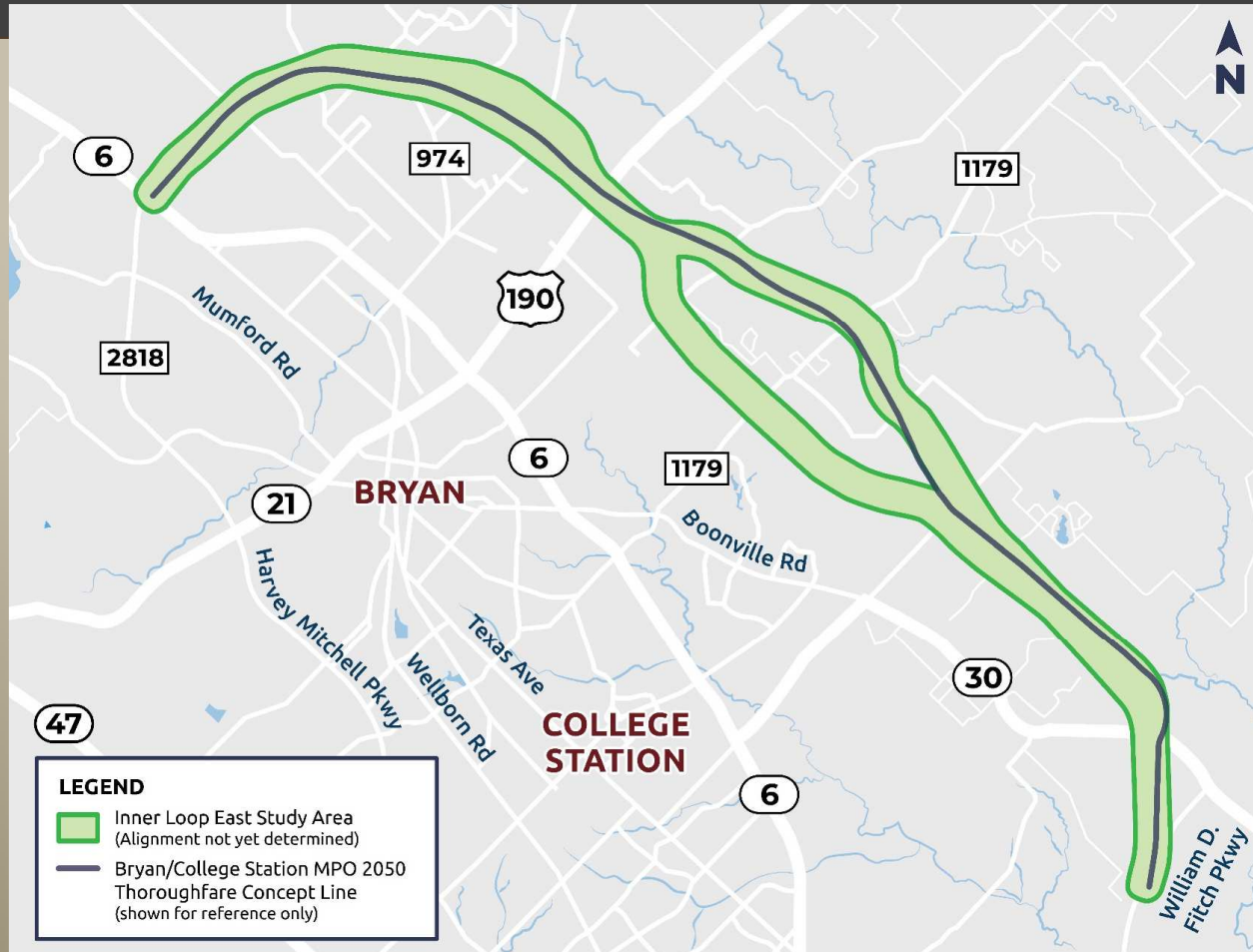
ITS Efforts to Date

ITS:

- coordinated and led a Design Concept Conference that was held on February 27, 2025, at the TxDOT Bryan District Office with attendees from TxDOT, the City of College Station, and Brazos County;
- meets bi-weekly with Lamb-Star and the project team to ensure project schedules are met and the county's interests are addressed;
- assists with the first Public Meeting being scheduled for Summer/Fall 2025;
- coordinated with Lamb-Star, Brazos County, City of College Station, and TxDOT to incorporate existing bicycle and pedestrian elements into design to minimize right-of-way;
- assisted with environmental kick-off meeting with TxDOT on January 14, 2025;
- assisted with utility coordination meeting with TxDOT on April 30, 2025, to discuss District preferences for utility relocations and review potential utility and right-of-way impacts; *and*
- assisted with a coordination meeting on May 1, 2025, to prepare for upcoming public meeting.

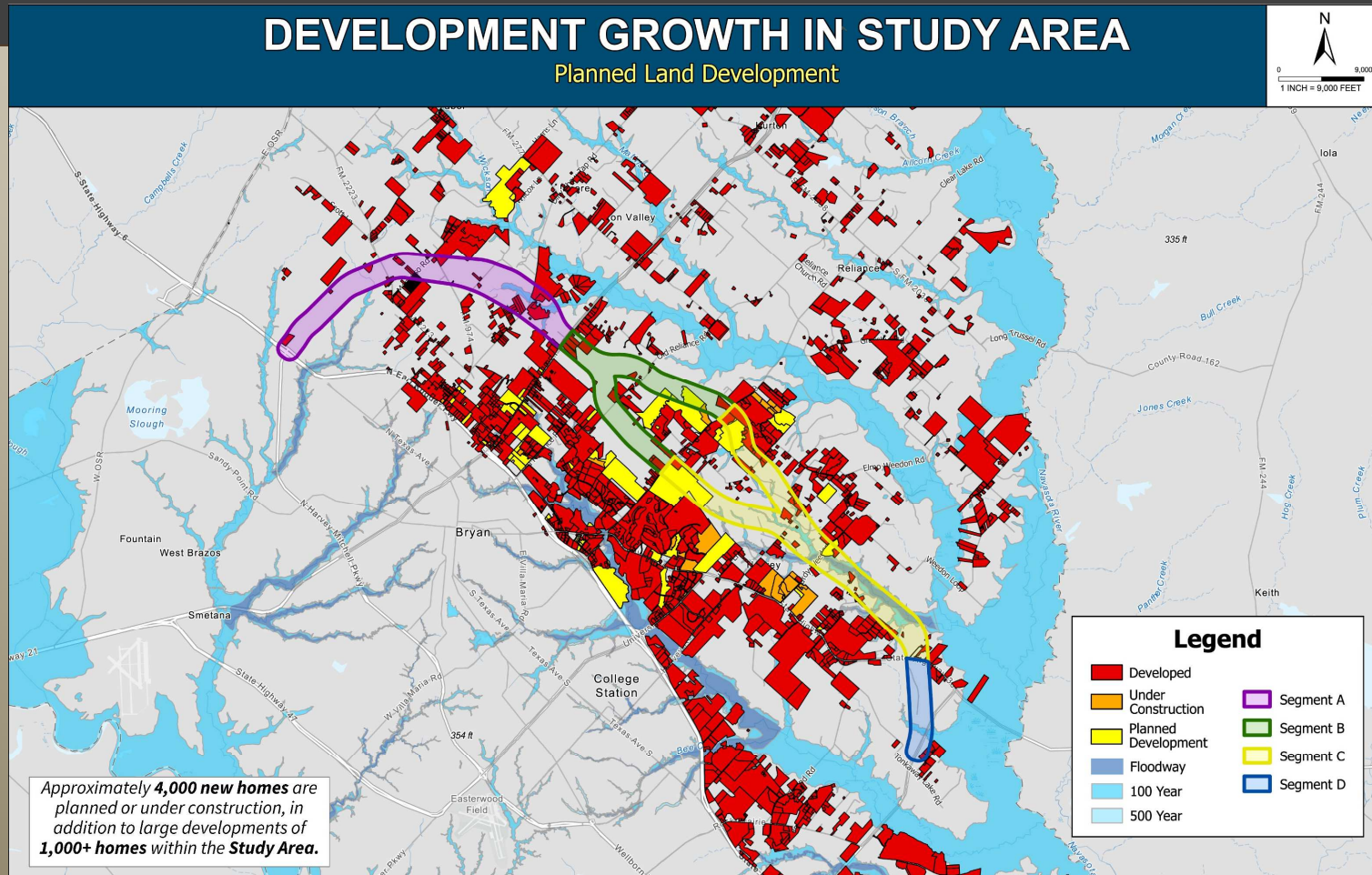
Inner Loop East

from SH 6 to W.D. Fitch



Inner Loop East

Development



Inner Loop East

Project Details

Engineer:

Quiddity

CSJ:

0917-00-079

Total Length:

20 miles

Construction Estimate:

\$350 million

Proposed Improvements:

Construct new location 4-lane divided super street to improve connectivity, reduce congestion, and address increased traffic due to development

Inner Loop East

Project Activities

► Survey

- Collected field data
- Data collection, analysis, and initial conceptual alignments

► Roadway:

- Evaluated numerous alternatives for improved mobility and safety
- Provided six typical sections and refined corridor for presenting at Public Meeting #1
- Refined alignment options

► Traffic:

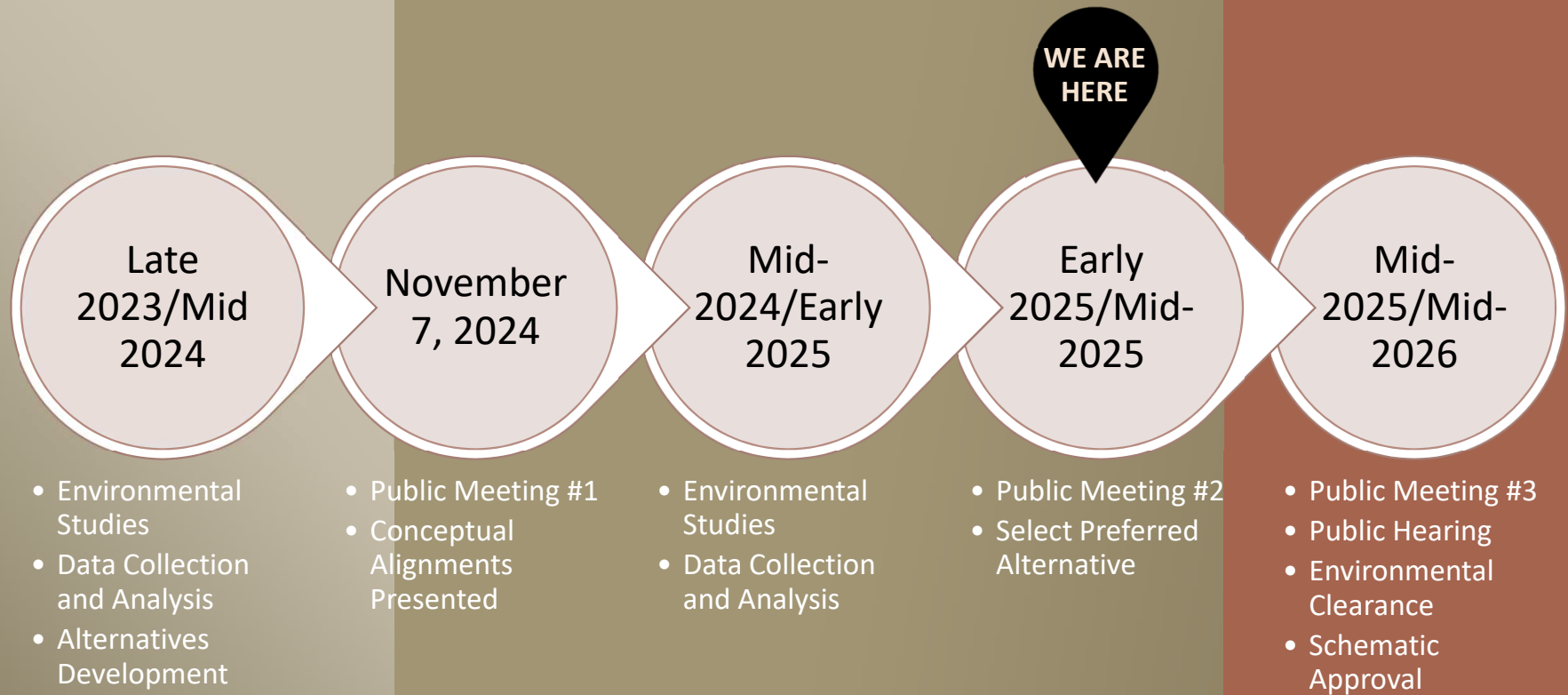
- Evaluating existing and future traffic volumes on adjacent roadways
- Evaluating traffic reduction with construction of Inner Loop East

► Environmental:

- Ongoing stakeholder and property owner meetings
- Drafted Public Meeting Documents
- Hosted Public Meeting #1
- Hosted Public Meeting #2

Inner Loop East

Project Schedule



Inner Loop East

ITS Efforts to Date

ITS:

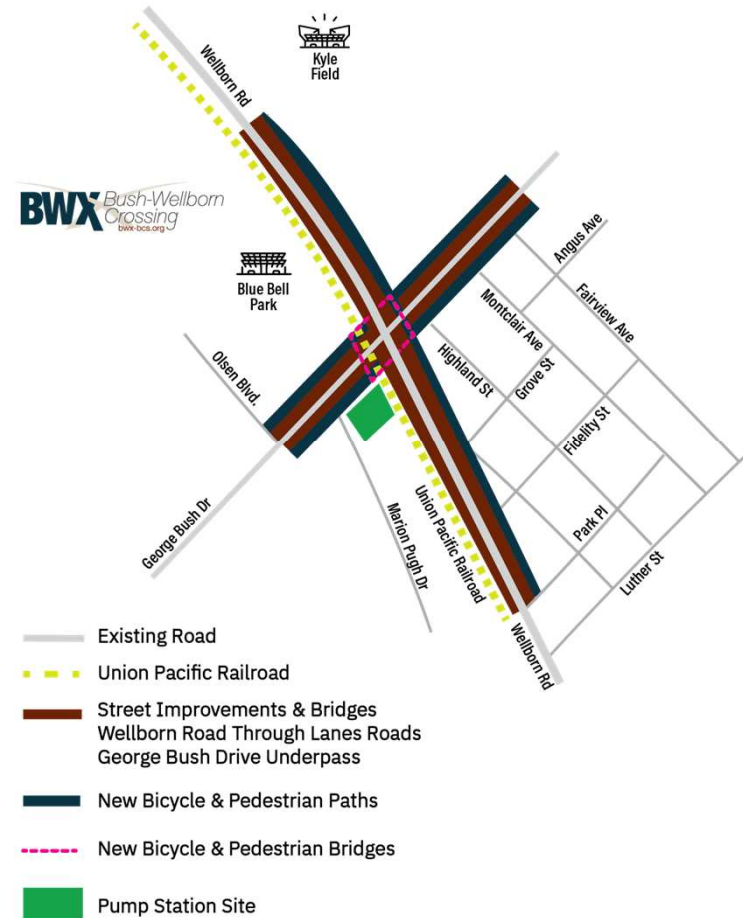
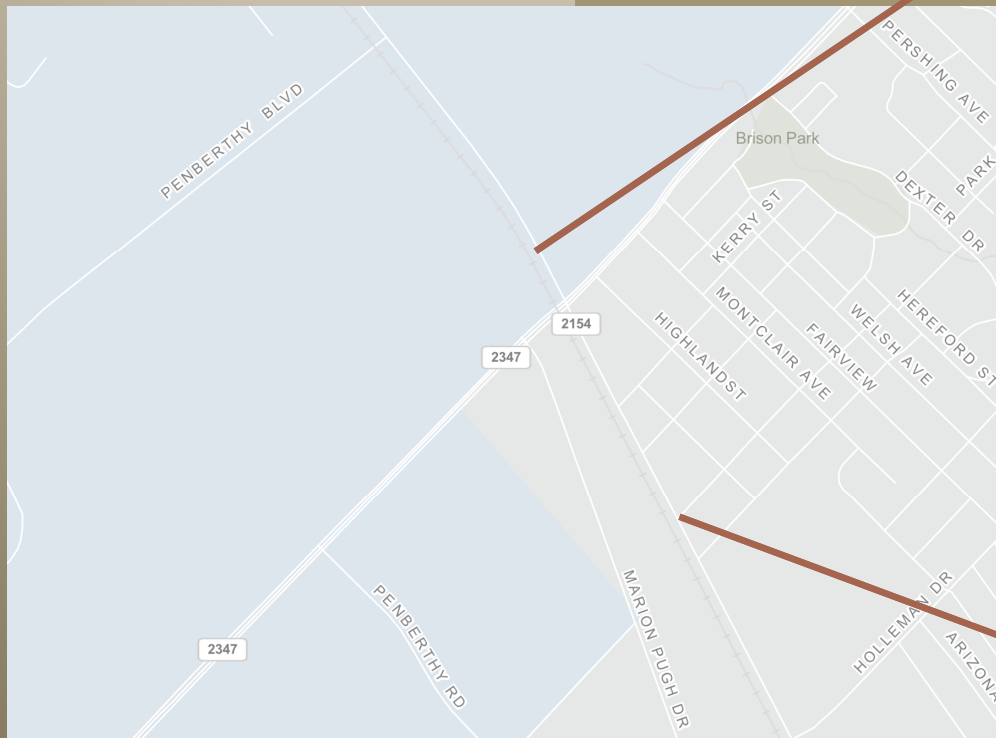
- meets weekly with Quiddity and the project team to ensure project schedules are met and the county's interests are addressed;
- meets outside of regularly scheduled weekly meetings to discuss additional project issues and concerns;
- assisted with the coordination and approval of materials for Public Meeting 1 held on November 7, 2024;
- assisted with the coordination and approval of materials for Public Meeting 2 held on May 6, 2025;
- assisted with numerous meetings with property owners and stakeholders to refine alignment alternatives;
- assisted Quiddity through the process of developing multiple alignment alternatives for the Inner Loop;
- worked in coordination with the TxDOT Division Offices and Bryan District to ensure the alternative analysis and environmental process meets all state and federal guidelines;
- coordinated with Brazos County and Quiddity in the production of an informational video about the project; *and*
- assisted Quiddity with required updates to the project website.



Partnership Projects

FM 2347 at FM 2154

Intersection



FM 2347 at FM 2154

Project Details

- ITS worked with TxDOT and Brazos County to execute an Advanced Funding Agreement (AFA) through TxDOT's Bryan District for a fixed contribution of \$14,987,118 made to the construction of this project.
- The county's commitment directly led the Texas Transportation Commission to commit \$25 million towards this critical project.

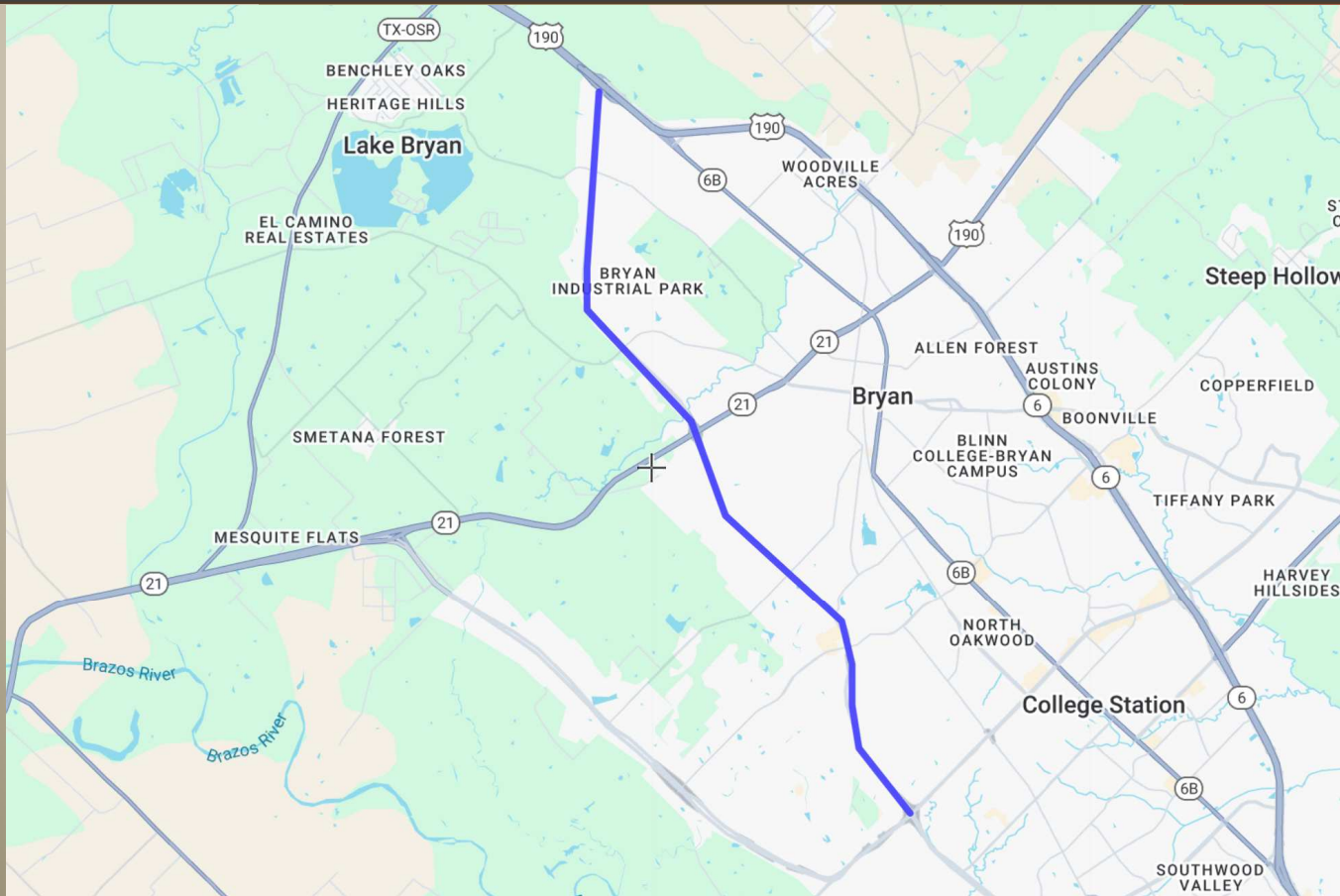
SH 40

From Arrington Road to SH 6



FM 2818

From FM 60 to SH 6 North



QUESTIONS?





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Selection of public members and alternates to serve on the Brazos County Salary Grievance Committee for calendar year 2025 pursuant to Section 152.015 of the Texas Local Government Code.

TO: Commissioners Court

DATE: 05/14/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

5/27/2025

ITEM:

Selection of public members and alternates to serve on the Brazos County Salary Grievance Committee for calendar year 2025 pursuant to Section 152.015 of the Texas Local Government Code.

TO:

Commissioners Court

DATE:

05/14/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

APPROVED

 5/27/25

**Duane Peters
County Judge**

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval requested from the Treasurer's Office to update the designated representatives on the Truist Master Resolution.

TO: Commissioners Court

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Approval is being requested to update designated representatives due to the retirement of Jamie Cartwright, Chief Deputy Treasurer, on May 30th.

ACTION REQUESTED OR
ALTERNATIVES: Approval

ATTACHMENTS:

File Name

Description

Type

[Brazos County Truist Master Resolution 2025-05-30.pdf](#)

Truist Master Resolution

Backup Material




**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 5/27/2025
ITEM: Approval requested from Treasurer's Office to update the designated representatives on the Truist Master Resolution.
TO: Commissioners Court
DATE: 05/21/2025
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
NOTES/EXCEPTIONS: Approval is being requested to update designated representatives due to the retirement of Jamie Cartwright, Chief Deputy Treasurer, on May 30th.
ACTION REQUESTED OR ALTERNATIVES: Approval

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|---|--------------------------|-----------------|
| Brazos_County_Truist_Master_Resolution_2025-05-30.pdf | Truist Master Resolution | Backup Material |

APPROVED

 5/27/25
Duane Peters Date
County Judge

MASTER RESOLUTION FOR DEPOSIT ACCOUNT

| | |
|---|--|
| Name of Entity: BRAZOS COUNTY | Tax ID Number of Entity 74-6000433 |
|---|--|

- | | | |
|---|---|---|
| <input type="checkbox"/> Corporation | <input checked="" type="checkbox"/> Government Entity | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Unincorporated Association | <input type="checkbox"/> General Partnership | <input type="checkbox"/> Non-Profit Corporation |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other |

The undersigned, acting in the capacity as corporate secretary or custodian of records for the above-named Entity, organized and existing under the laws of Texas, represents to Truist Bank ("Bank") that I have reviewed the governing documents and relevant records of the Entity and certifies that resolutions or requirements similar to those below are adopted by and, are not inconsistent with the governing documents or records of the Entity, and that such resolutions or requirements are current and have not been amended or rescinded.

This Master Resolution for Deposit Account (hereinafter referred to as the "Resolution") applies to the deposit accounts in the name of Entity on Exhibit A to this Resolution. This Resolution also applies to deposit accounts opened in the ordinary course of Entity's business in the name or for the benefit of other business entities that Entity acquires, associates with or causes to be formed (each, an "Other Entity," and collectively, "Other Entities"), as such Other Entities are identified from time to time in Exhibit A attached hereto. Together, all such accounts opened by Entity shall be referred to here as "Accounts". The undersigned certifies that each Other Entity is properly organized and registered in the manner prescribed by and is in compliance with the requirements for the laws governing its organization. The undersigned represents and warrants to Bank that the Other Entities have expressly authorized Entity to act as agent through duly executed agreements, or that Entity otherwise has express authority to establish deposit accounts for the Other Entities (the duly executed agreements or other express authority being referred to herein as the "Agreements"). The undersigned further represents and warrants that pursuant to the Agreements, Entity is authorized to establish deposit accounts for Other Entities in order to accept, deposit, endorse or otherwise negotiate checks or other payment devices, pay bills and to conduct all banking transactions without further authority or signature of Other Entities. Entity acknowledges that a copies of such Agreements shall be provided to Bank upon Bank's request, and that Bank shall have the right to retain such Agreements on file. Regardless of whether Bank requests and/or retains copies of any Agreements, Bank shall not be bound by any terms of the Agreements or required to comply with any requirements therein, and shall instead rely on Entity's authority as set forth in this Resolution. Entity agrees that it will indemnify and hold Bank harmless from and against any and all loss, damage, claim expense, including without limitation, attorneys' fees and costs in any way relating to any accounts in the name of Other Entities, and any claim against Bank by Other Entities relating to the accounts opened by Entity for Other Entities and the services relating to such accounts. Entity further agrees to grant a security interest and right of set-off in any of Entity's corporate accounts to satisfy any loss Bank may incur should Entity fail to indemnify Bank after notice to Entity of such loss.

- I. That the Bank is designated as a depository institution for the Entity and all Other Entities and that by execution and delivery of this Resolution the Entity and each Other Entity will be bound by the Bank's deposit account agreement now existing or as may be amended. Any officer, agent or employee of the Entity is authorized to endorse for deposit any check, drafts, or other instruments payable to the Entity or any Other Entities, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing.
- II. That any one individual named below (a "Designated Representative") is authorized to open Accounts on behalf of the Entity and each Other Entity, and to close or obtain information on any such Accounts. Any one Designated Representative may appoint others (an "Authorized Signer") to conduct transactions on any Account(s) by authorizing them to sign their name to the signature card(s) for the Account(s).

| Designated Representatives | | |
|----------------------------|------------------------|-----------|
| Print Name | Title | Signature |
| 1. Cristian Villarreal | Treasurer | |
| 2. Mindy Junek | Chief Deputy Treasurer | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |

MASTER RESOLUTION FOR DEPOSIT ACCOUNT

- III. That the Bank is authorized upon the signature of any one signer on a signature card to honor, pay and charge the Accounts of the Entity and each Other Entity, all checks, drafts, or other orders for the payment, withdrawal or transfer of money for whatever purpose and to whomever payable. Entity and each Other Entity releases and shall indemnify and hold Bank harmless from and against any and all claims, expenses, losses, damages and costs, including attorneys' fees, resulting from or growing out of Bank's honoring of signatures of Designated Representatives and Authorized Signers, as identified in and pursuant to this Resolution or any signature cards for the Accounts.
- IV. That any one Designated Representative, on behalf of Entity and each Other Entity, may appoint, remove or replace an Authorized Signer, enter into a night depository agreement, enter into an agreement for cash management services, lease a safe deposit box, enter into an agreement for deposit access devices, enter into an agreement for credit cards, enter into an agreement relating to foreign exchange and obtain online foreign exchange services related thereto, or enter into any other agreements regarding any Accounts of the Entity and each Other Entity.
- V. That any prior resolutions or requirements have been revoked or are no longer binding, and that this Resolution applies to all Accounts at the Bank and will remain in full force and effect until rescinded, replaced or modified in writing in a form acceptable to the Bank and after the Bank has had a reasonable time to act on such change. Receipt of such written notice shall not affect any action taken by Bank prior thereto, and Bank shall be held harmless from any claims, demands, expenses, loss, or damage resulting from or growing out of, honoring the acts or instructions of any individual so certified or authorized in this Resolution or refusing to honor any signature not so certified or authorized.
- VI. The undersigned certifies that there are no limits to the undersigned's powers to adopt this Resolution and to attest that the resolutions stated herein are accurate and that this Resolution is in conformity with the provisions of the organizational instruments, which include the charters, bylaws, and the operating, partnership, shareholder, management or similar agreements by which Entity, the Other Entities, or the undersigned party may be bound and does not violate provisions thereof.
- VII. That any transaction by an officer, employee or agent of the Entity and each Other Entity prior to the delivery of this Resolution is hereby ratified and approved.

Signature _____

Print Name Cristian Villarreal

Title Treasurer

Date

FOR BANK USE ONLY

Prepared By: Leya Kay Villarreal

Date: 5/30/2025

Center: 2500001

Bank: 407

State: TX



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval requested from the Treasurer's Office for TexPool Resolution Amending Authorized Representatives.

TO: Commissioners Court

DATE: 05/16/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Approval is being requested to update authorized representatives due to the retirement of Jamie Cartwright, Chief Deputy Treasurer, on May 30th.

ACTION REQUESTED OR
ALTERNATIVES: Approval

ATTACHMENTS:

File Name

Description

Type

[Texpool Resolution Authorized Representatives 5.27.2025 Public.pdf](#)

Texpool Resolution Amending Authorized
Representatives

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: _____ NUMBER: _____

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval requested from Treasurer's Office for TexPool Resolution Amending Authorized Representatives.

TO: Commissioners Court

DATE: 05/16/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00


NOTES/EXCEPTIONS: Approval is being requested to update authorized representatives due to the retirement of Jamie Cartwright, Chief Deputy Treasurer, on May 30th.

ACTION REQUESTED OR ALTERNATIVES: Approval

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|--|--|-----------------|
| Texpool_Resolution_Authorized_Representatives_5.27.2025.pdf | Texpool Resolution Amending Authorized Representatives | Backup Material |
| Texpool_Resolution_Authorized_Representatives_5.27.2025_Public.pdf | Texpool Resolution Amending Authorized Representatives | Backup Material |

APPROVED

 5/27/25
Duane Peters
County Judge Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: County Auditor NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Consideration of the General Land Office Contract No. 24-065-278-F144 for improvements to Elm Circle, Willow Circle, and Mimosa Circle in the amount of \$500,000. Streets are located in Precinct 4. This grant is Community Block Development Grant funds.

TO: Commissioners Court

FROM: Katie Conner

DATE: 05/19/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: General Land Office Community Development Block Grant Mitigation Program - Regional Mitigation Program Projects Non-Research & Development Mitigation Funding. \$500,000 with no match required.

REQUIREMENTS: Contract for Grant Administrator was awarded to Grantworks by Commissioners Court on February 13, 2024 with a contracted amount of \$37,250 to be paid by grant funds. Grant will require we issue a RFP for engineering services on the three street improvements and then we will be required to bid the project. Street locations are in Precinct 4 in the Benchley area.

NOTES/EXCEPTIONS: This grant was originally applied for in July 2023 and the grantor returned with over 20 Requests for Information. Due to that many requests the County Judge advised that we drop the application, however the grantor had many possible applicants decide not to pursue that they contacted the County Judge via phone call and asked him to reconsider. He reconsidered and we did a new solicitation for a grant administrator. We chose Grantworks. Grantworks assisted us in finding a location that would qualify for these funds and prepared and submitted the grant application. We are now at the contract with the grantor stage.

There are concerns about time required on the part of County personnel for solicitations of both an engineer and performance contractor. Additionally, concerns exist about using this grant for this project due to the time it will take before there are any actions on the ground. The residents have participated in a survey with the grant administrator and are expecting action. This grant requires a lot of careful detailed, costly planning and services that are not required to get the job done and done well. When questioned, Road and Bridge was positive that they could get these culverts on these streets done before September 30, 2025, with in house personnel and materials of about \$50,000 from their operating budget.

It is respectfully requested that this grant contract be rejected due to administrative costs and the delay in action that will occur if we attempt to comply with grant requirements.

ACTION REQUESTED OR ALTERNATIVES:

ATTACHMENTS:

File Name

Description

Type

| | | |
|--|--|------------|
| \$500K Contract 24-065-178-F144 - Brazos Coun.pdf | Grant Contract with General Land Office | Cover Memo |
| Uniform Requirments CFR-2024-title2-vol1-part200.pdf | 2 C.F.R. Part 200 - Uniform Admin Requirements | Cover Memo |
| State of Texas CDBG Mitigation Action Plan.pdf | State of Texas CDBG Mitigation Action Plan | Cover Memo |



GLO CONTRACT NO. 24-065-178-F144
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **BRAZOS COUNTY**, Texas Identification Number (TIN) **17460004330** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$500,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix
- ATTACHMENT H:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>; and
- (f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“Acquisition” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s eminent domain authority.

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“Action Plan” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Advance Payment” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“Amendment” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“As-Built Plans” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“AUGF” means HUD Form 7015.16, *Authority to Use Grant Funds*.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“[Budget](#)” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“[Buyout](#)” means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“[CDBG-MIT](#)” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“[Certificate of Construction Completion](#)” or “[COCC](#)” means a document to be executed by Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

“[C.F.R.](#)” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[COG](#)” means Council of Governments, a political subdivision responsible for representing member local governments, mainly cities and counties, seeking to provide cooperative planning, coordination, and technical assistance on issues of mutual concern crossing jurisdictional lines.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable](#)” means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Disaster Risk Reduction Area](#)” means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

“[DRGR](#)” means the U.S. Department of Housing and Urban Development’s Disaster Recovery and Grant Reporting System.

“[Environmental Review Record](#)” or “[ERR](#)” means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$10,000, as defined at 2 C.F.R. § 200.1.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT allocations funding this Contract.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[FWCR](#)” means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Implementation Schedule](#)” means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“[Infrastructure](#)” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Low- and Moderate-Income](#)” or “[LMI](#)” means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

“[LMISD](#)” means low-and moderate-income summary data as published by HUD which assists CDBG-MIT grantees in determining whether or not a CDBG-funded activity qualifies as a LMA activity.

“[Method of Distribution](#)” or “[MOD](#)” means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Monthly Activity Status Report](#)” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“[NTP](#)” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Regional Mitigation Program](#)” means the CDBG-MIT program implemented by the GLO under which COGs develop and implement Methods of Distribution allocating CDBG-MIT funds to local entities to reduce future impacts from major disasters in the region, as outlined in the Action Plan.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start-Up Documentation](#)” means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means Brazos County, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **July 31, 2027**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.

(a) Start-Up Documentation

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) Audit Certification Form

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) Other Forms

In conformance with required state and federal laws applicable to the Contract:

- (i)** Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii)** Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii)** Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv)** If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. § 1701u](#)), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**

Quarter 2 (Dec-Feb): Due **March 10th**

Quarter 3 (Mar-May): Due **June 10th**

Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at [s3-section-3-quarterly-report.xlsx \(live.com\)](#) and [s7-section-3-annual-summary-report.xlsx \(live.com\)](#). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the “other efforts, see remarks below” field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

| Congressional Act | Federal Award Identification Number (FAIN) |
|---|--|
| Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i>) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017 | B-18-DP-48-0002 |

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas

Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) Construction Activities

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project.

Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other

records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity.

Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.

- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D, and E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 North Congress Avenue, 7th Floor
Austin, Texas 78701
Attention: Contract Management Department

Subrecipient

Brazos County
300 East 26th Street
Bryan, Texas 77803
Attention: Duane Peters

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or

exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s Contract Management Department for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23, and 8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan,

Subrecipient's *de minimis* indirect cost rate shall be set according to 2 C.F.R. § 200.414(f).

8.25 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, including all supporting source documentation and documentation to support any

project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-MIT funds expected to be made available;
 - (ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;
 - (iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and
 - (iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g.,

meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.29 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

“This project is funded by the Texas General Land Office of the State of Texas to provide for mitigation activities to reduce disaster risks in communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program.”

8.30 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the Contract’s performance schedule;
 - (ii) in a way that meets the Contract’s performance requirements; or
 - (iii) at a reasonable price.
- (b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA’s Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the

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

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

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

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

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

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.32 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G**.

8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.35 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.36 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

8.37 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.38 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll

conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.39 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of credible evidence of violations of federal criminal law involving fraud, conflict of interest, bribery, and gratuity and the reporting of matters related to recipient integrity and performance.

8.41 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 24-065-178-F144
REGIONAL MITIGATION PROGRAM PROJECTS CONTRACT AGREEMENT
CDBG-MIT – HURRICANE HARVEY STATE MID**

GENERAL LAND OFFICE

BRAZOS COUNTY

Jennifer G. Jones

Chief Clerk and Deputy Land Commissioner

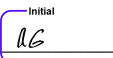
Date of execution: _____

By: _____

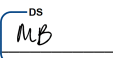
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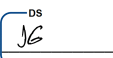
Date of execution: _____

OGC 

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SDD 

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ATTACHED TO THIS CONTRACT:

ATTACHMENT A Performance Statement, Budget, and Benchmarks

ATTACHMENT B Federal Assurances and Certifications

ATTACHMENT C General Affirmations

ATTACHMENT D Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT E Special Conditions

ATTACHMENT F Monthly Activity Status Report

ATTACHMENT G GLO Information Security Appendix

ATTACHMENT H Contract Reporting Template

ATTACHMENTS FOLLOW

BRAZOS COUNTY
24-065-178-F144
PERFORMANCE STATEMENT

The GLO awards Brazos County (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey State MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$500,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

DRGR Activity: MIT - Public Facilities and Improvements- Non-Covered Projects- LMI

Activity Type: Street Improvements

Project Title: Elm Circle Street Improvements

Subrecipient shall demolish existing road, driveways, and base; reconstruct road; replace driveway culverts; regrade ditches; and complete associated appurtenances. Construction shall take place at the following location:

| Defining Project Location (on/along...) | Approximate path or location (from...to...Coordinates) | Proposed HUD Performance Measures |
|---|---|-----------------------------------|
| Elm Circle | From Magnolia Drive northeastward to end of road 30.72904, -96.46733 | 410 Linear Feet (LF) |

| Total Beneficiaries | LMI Beneficiaries | LMI % | Census Tract | Block Group |
|---|-------------------|-------|--------------|-------------|
| 18 | 16 | 88.89 | 0002.02 | 4 |
| Beneficiaries were identified using Survey, and the above project meets the LMI national objective. | | | | |

DRGR Activity: MIT - Public Facilities and Improvements- Non-Covered Projects- LMI

Activity Type: Street Improvements

Project Title: Willow Circle Street Improvements

Subrecipient shall demolish existing road, driveways, and base; reconstruct road; replace driveway culverts; regrade ditches; and complete associated appurtenances. Construction shall take place at the following location:

| Defining Project Location (on/along...) | Approximate path or location (from...to...Coordinates) | Proposed HUD Performance Measures |
|---|---|-----------------------------------|
| Willow Circle | From Magnolia Drive northeastward to end of road 30.72973, -96.46831 | 311 Linear Feet (LF) |

| Total Beneficiaries | LMI Beneficiaries | LMI % | Census Tract | Block Group |
|---|-------------------|-------|--------------|-------------|
| 21 | 17 | 80.95 | 0002.02 | 4 |
| Beneficiaries were identified using Survey, and the above project meets the LMI national objective. | | | | |

DRGR Activity: MIT - Public Facilities and Improvements- Non-Covered Projects- LMI

Activity Type: Street Improvements

Project Title: Mimosa Circle Street Improvements

Subrecipient shall demolish existing road, driveways and base; reconstruct road; replace driveway culverts; regrade ditches; and complete associated appurtenances. Construction shall take place at the following location:

| Defining project Location (on/along...) | Approximate path or location (from...to...Coordinates) | Proposed HUD Performance Measures |
|--|--|--|
| Mimosa Circle Street | From Maple Drive northwestward to end of road 30.72947, -96.46559 | 150 Linear Feet (LF) |

| Total Beneficiaries | LMI Beneficiaries | LMI % | Census Tract | Block Group |
|---|------------------------------|--------------|---------------------|--------------------|
| 13 | 11 | 84.62 | 0002.02 | 4 |
| Beneficiaries were identified using Survey, and the above project meets the LMI national objective. | | | | |

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BUDGET

| DRGR Activity | Grant Award | Other Funds | Total |
|--|---------------------|--------------------|---------------------|
| MIT - Public Facilities and Improvements- Non-Covered Projects - LMI | \$500,000.00 | \$0.00 | \$500,000.00 |
| TOTAL | \$500,000.00 | \$0.00 | \$500,000.00 |

BENCHMARKS

| Project Phase Actions and Deliverables | Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.) | | | Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.) | | Multiple Deliverable Milestones (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.) | |
|--|--|----------------------------|--------------------------|--|--------------------------|--|--|
| | Project Delivery | | Engineering Funds | Special Environmental Funds | Acquisition Funds | Construction Funds | Planning/ Studies (not related to engineering design) |
| | Grant Administration Funds | Environmental Funds | | | | | |
| Action: Start-up Phase Deliverable: Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format. | 0-15% | | | | | | |
| Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in PDF format provided during start-up phase as applicable | | | 0-30% | | | | |

| | | | | | | | | |
|---|-----------|------------|------------|------|------|--|------------|--|
| Action: Commencement of Environmental Phase Deliverable: Executed environmental service provider contract in PDF format provided during start-up phase as applicable. | 15.01-30% | 0-30% | | | | | | |
| Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in PDF format.* | | | 30.01-60% | | | | | |
| Action: Completion of Special Environmental Services Deliverable: GLO approval of required documentation, dependent upon additional environmental requirements | | | | 100% | | | | |
| Action: Completion of Environmental Record Review Deliverable: GLO-signed AUGF** | 30.01-50% | 30.01-100% | | | | | | |
| Action: Acquisition Phase Deliverable: Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO* | | | | | 100% | | | |
| Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit* | 50.01-60% | | 60.01-70% | | | | | |
| Action: Commencement of Construction Phase Deliverable: Signed NTP* | 60.01-85% | | 70.01-85% | | | | 0-95% | |
| Action: Completion of Construction Phase Deliverable: Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO* | 85.01-95% | | 85.01-100% | | | | 95.01-100% | |

Failure to provide any Deliverable identified above could result in Subrecipient's repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.

*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

ASSURANCES - CONSTRUCTION PROGRAMSOMB Approval No. 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| | | |
|---|--|----------------|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | | TITLE |
| APPLICANT ORGANIZATION Brazos County | | DATE SUBMITTED |

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871***Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Brazos County

24-065-178-F144

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 02/28/2025

| | | |
|---|---|--|
| 1. *Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance | 2. *Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award | 3. *Report Type: _____ a. initial filing _____ b. material change |
| 4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____ | | |
| 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: | | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ _____ | |
| 10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____ | | |
| b. Individuals Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____ | | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____ | | |
| Federal Use Only: | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

| Federal Agency Form Instructions Form Identifiers | | Information |
|--|--|--|
| Agency Owner | | Grants.gov |
| Form Name | | Disclosure of Lobbying Activities (SF-LLL) |
| Form Version Number | | 2.0 |
| OMB Number | | 4040-0013 |
| OMB Expiration Date | | 02/28/2025 |

| Field Number | Field Name | Required or Optional | Information |
|---------------------|---|-----------------------------|--|
| 1. | *Type of Federal Action: | Required | Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required. |
| 2. | *Status of Federal Action | Required | Identify the status of the covered Federal action. This field is required. |
| 2-a. | a. Bid/Offer/ Application | Check if applicable | Click if the Status of Federal Action is a bid, an offer or an application. |
| 2-b. | b. Initial Award | Check if applicable | Click if the Status of Federal Action is an initial award. |
| 2-c. | c. Post-Award | Check if applicable | Click if the Status of Federal Action is a post-award. |
| 3.0 | *Report Type | Required | Identify the appropriate classification of this report. |
| 3-a. | a. Initial filing | Check if applicable | Check if Initial filing. |
| 3-b. | b. Material change | Check if applicable | If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required. |
| | Material Change Year | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred. |
| | Material Change Quarter | Conditionally Required | If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred. |
| | Material Change Date of Last Report | Conditionally Required | Enter the date of the previously submitted report by this reporting entity for this covered Federal action. |
| 4. | Name and Address of Reporting Entity | Required | Provide the information for Name and Address of Reporting Entity. |
| | Prime | Check if applicable | Click to designate the organization filing the report as the Prime Federal recipient. |
| | Subawardee | Check if applicable | Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants. |
| | Tier if known: | Optional | Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. |
| | Name | Required | Enter the name of reporting entity. This field is required |
| | Street 1 | Required | Enter Street 1 of the reporting entity. This field is required. |
| | Street 2 | Optional | Enter Street 2 of the reporting entity. |
| | City | Required | Enter City of the reporting entity This field is required. |
| | State | Required | Enter the state of the reporting entity. This field is required |
| | ZIP | Required | Enter the ZIP of the reporting entity. This field is required |
| | Congressional District, if known | Optional | Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. |
| 5. | If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime | Conditionally Required | If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime |

| | | | |
|-------|---|----------|--|
| | Name | Required | If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient. |
| | Street 1 | Required | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient. |
| | Street 2 | Optional | If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient. |
| | City | Required | If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient. |
| | State | Required | If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu. |
| | ZIP | Required | Enter the ZIP of Prime. This field is required |
| | Congressional District, if known | Optional | Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. |
| 6. | Federal Department /Agency | Required | Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required. |
| 7. | CFDA Number: | Required | Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov. |
| | CFDA Title: | Required | Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov. |
| 8. | Federal Action Number | Optional | Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001". |
| 9. | Award Amount | Optional | For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5. |
| 10.a. | Name And Address of Lobbying Registrant | Required | Provide the information for the Name and Address of Lobbying Registrant. |
| | Prefix | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant. |
| | First Name | Required | Enter the first name of Lobbying Registrant. This field is required. |
| | Middle Name | Optional | Enter the middle name of Lobbying Registrant. |
| | Last Name | Required | Enter the last name of Lobbying Registrant. This field is required. |
| | Suffix | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant. |
| | Street 1 | Required | Enter the first line of street address for the Lobbying Registrant. |
| | Street 2 | Optional | Enter the second line of street address for the Lobbying Registrant. |
| | City | Required | Enter the city of the Lobbying Registrant. |
| | State | Required | Select the appropriate state of the Lobbying Registrant. |
| | ZIP Code | Required | Enter the Zip Code (or ZIP+4) of the Lobbying Registrant. |
| 10.b. | Individual Performing Services | Required | Provide the information for Individual Performing Services |
| | Prefix | Optional | Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services. |
| | First Name | Required | Enter the first name of the Individual Performing Services. This field is required. |
| | Middle Name | Optional | Enter the middle name of the Individual Performing Services. |
| | Last Name | Required | Enter the last name of the Individual Performing Services. This field is required. |
| | Suffix | Optional | Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services. |
| | Street 1 | Required | Enter the first line of street address for the Individual Performing Services. |
| | Street 2 | Optional | Enter the second line of street address for the Individual Performing Services. |
| | City | Required | Enter the city of the Individual Performing Services. |
| | State | Required | Select the state for the address of the Individual Performing Services from this pull down menu. |
| | ZIP Code | Required | Enter the Zip Code (or ZIP+4) of the Individual Performing Services. |

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.

maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Subrecipient, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <https://www.glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.
48. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2);

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Sections 2 and 5 of the Order.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e) (42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must comply with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.

- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

Debris Management Guide, as amended, regarding the use of TDSR sites. This document may be obtained at [FEMA Debris Monitoring Guide](#).

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.
3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

* Subrecipient may establish a longer affordability period at its own discretion.

moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan at zero interest or grant dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided are fulfilled by the applicant developer, the repayment of the loan or grant will be forgiven.

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines, a minimum of 51% of the multi-family units must be restricted during the affordability period of either fifteen (15) years (for rehabilitation/reconstruction) or twenty (20) years (for new construction) for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and published on an annual basis with adjustments for family size.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient:

Contract Number:

Preparer Name:

Contact Information:

Reporting Period (Month/ Year):

Project Title:

| Project Milestone Phase | Att. A Budget Gates/Milestones | | TIGR Milestone (Pending or Complete) | On Schedule? (If no, describe improvement plan below.) |
|----------------------------------|--------------------------------|------------------|---|---|
| | Budget Category | Budget Allowance | | |
| Start-Up Documentation | PD-GA Funds | 0-15% | | |
| Engineering NTP | Eng Funds | 0-30% | | |
| Environmental NTP | PD-GA Funds | 15.01-30% | | |
| | PD-Env Funds | 0-30% | | |
| Engineering Design | Eng Funds | 30.01-60% | | |
| Completion of Special Env Svcs | PD-Special Env Funds | 100% | | |
| Authority to Use Grant Funds | PD-GA Funds | 30.01-50% | | |
| | PD-Env Funds | 30.01-100% | | |
| Acquisition (if applicable) | Acq Funds | 100% | | |
| Bid Advertisement | PD-GA Funds | 50.01-60% | | |
| | Eng Funds | 60.01-70% | | |
| Contract Award and Construction | PD-GA Funds | 60.01-85% | | |
| | Eng Funds | 70.01-85% | | |
| | Construction Funds | 0-95% | | |
| Construction Activity Completion | PD-GA Funds | 85.01-95% | | |
| | Eng Funds | 85.01-100% | | |
| | Construction Funds | 95.01-100% | | |
| Planning NTP | Planning Funds | 0-95% | | |
| Planning Completion | Planning Funds | 95.01-100% | | |
| Contract Closeout | PD-GA Funds | 95.01-100% | | |

Project Status Concerns (provide notes or information relevant to the overall contract.):

| Budget Status: | Total Budget | Total Expended | Balance | % Expended (Total Expended/Total Budget) |
|----------------------|--------------|----------------|---------|--|
| PD-GA Funds | | | | |
| PD-Env Funds | | | | |
| PD-Special Env Funds | | | | |
| Eng Funds | | | | |
| Acq Funds | | | | |
| Construction Funds | | | | |
| Planning Funds | | | | |
| Totals: | | | | |

GLO Information Security Appendix

1. Definitions

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8. Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9. Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

Data Fields:

| | |
|----------------------------------|--|
| Subrecipient | Enter Subrecipient name. |
| Contract Number | Enter Contract number. |
| Date Updated | Enter date template last updated. |
| A. Contractor Name | Enter name of Contracted Party |
| B. UEID Number | Enter Uniform Entity Identifier (UEID) number of the Contractor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement. |
| C. Procured by | Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government. |
| D. Contract Execution Date | Enter date the Contract was executed. |
| E. Contract End Date | Enter date the Contract will expire. |
| F. Total Contract Amount | Enter total amount of executed Contract. |
| G. Amount of CDBG-MIT Funds | Enter amount of CDBG-MIT funds from this grant used to fund the Contract. |
| H. Brief Description of Contract | Enter a brief, one sentence description of the purpose of the Contract. |

Subrecipient:
GLO Contract Number:
Date Updated:

v. 1/26/2023

Certificate Of Completion

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 Source Envelope:
 Document Pages: 80
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Veronica Rodriguez
 1700 Congress Ave
 Austin, TX 78701
 Veronica.Rodriguez@glo.texas.gov
 IP Address: 136.226.12.48

Record Tracking

Status: Original
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Holder: Veronica Rodriguez
 Veronica.Rodriguez@glo.texas.gov

Location: DocuSign

Signer Events

Ginger Mills
 ginger.mills@glo.texas.gov
 Director, CDR Legal Services
 Texas General Land Office, Office of General Counsel
 Security Level: Email, Account Authentication (None)

Signature

^{DS}

Signature Adoption: Pre-selected Style
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Ahide Gutierrez
 ahide.gutierrez.glo@recovery.texas.gov
 Texas General Land Office
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^{Initial}

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Heather Lagrone
 heather.lagrone.glo@recovery.texas.gov
 Sr Dep director
 Texas General Land Office
 Security Level: Email, Account Authentication (None)

^{DS}

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

Marc Barenblat
 marc.barenblat@glo.texas.gov
 Deputy General Counsel
 Texas General Land Office
 Security Level: Email, Account Authentication (None)


^{DS}

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 Using IP Address: 104.15.130.4

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Electronic Record and Signature Disclosure:
 Not Offered via Docusign

| Signer Events | Signature | Timestamp |
|---|---|--|
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| Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign |  Signature Adoption: Pre-selected Style Using IP Address: 136.226.12.172 | Sent: 5/16/2025 3:12:59 PM Viewed: 5/16/2025 3:15:32 PM Signed: 5/16/2025 3:15:56 PM |
| Duane Peters dpeters@brazoscountytexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | Sent: 5/16/2025 3:16:02 PM |
| Robert Sonnier Bob.Sonnier@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
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AUTHORITY: 31 U.S.C. 503

SOURCE: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Subpart A—Acronyms and Definitions

ACRONYMS

§ 200.0 Acronyms.

| ACRONYM | TERM |
|---------|------|
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| | |
|------|--|
| CAS | Cost Accounting Standards |
| CFR | Code of Federal Regulations |
| CMIA | Cash Management Improvement Act |
| COG | Councils Of Governments |
| COSO | Committee of Sponsoring Organizations of the Treadway Commission |

| | |
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| EPA | Environmental Protection Agency |
| ERISA | Employee Retirement Income Security Act of 1974 (29 U.S.C. 1301–1461) |

| | |
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| EUI | Energy Usage Index |
| F&A | Facilities and Administration |
| FAC | Federal Audit Clearinghouse |
| FAIN | Federal Award Identification Number |

| | |
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| FAPIIS | Federal Awardee Performance and Integrity Information System |
|--------|--|

| | |
|-------|--|
| FAR | Federal Acquisition Regulation |
| FFATA | Federal Funding Accountability and Transparency Act of 2006 or Transparency Act—Public Law 109–282, as amended by section 6202(a) of Public Law 110–252 (31 U.S.C. 6101) |

| | |
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| FICA | Federal Insurance Contributions Act |
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| FOIA | Freedom of Information Act |
| FR | Federal Register |

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FTE Full-time equivalent
GAAP Generally Accepted Accounting Principles
GAGAS Generally Accepted Government Auditing Standards
GAO Government Accountability Office
GOCO Government owned, contractor operated
GSA General Services Administration
IBS Institutional Base Salary
IHE Institutions of Higher Education
IRC Internal Revenue Code
ISDEAA Indian Self-Determination and Education and Assistance Act
MTC Modified Total Cost
MTDC Modified Total Direct Cost
NFE Non-Federal Entity
OMB Office of Management and Budget
PII Personally Identifiable Information
PMS Payment Management System
PRHP Post-retirement Health Plans
PTE Pass-through Entity
REUI Relative Energy Usage Index
SAM System for Award Management
SFA Student Financial Aid
SNAP Supplemental Nutrition Assistance Program
SPOC Single Point of Contact
TANF Temporary Assistance for Needy Families
TFM Treasury Financial Manual
U.S.C. United States Code
VAT Value Added Tax

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75880, Dec. 19, 2014; 80 FR 43308, July 22, 2015; 85 FR 49529, Aug. 13, 2020]

§ 200.1 Definitions.

These are the definitions for terms used in this part. Different definitions may be found in Federal statutes or regulations that apply more specifically to particular programs or activities. These definitions could be supplemented by additional instructional information provided in governmentwide standard information collections. For purposes of this part, the following definitions apply:

Acquisition cost means the cost of the asset including the cost to ready the asset for its intended use. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or aux-

iliary apparatus necessary to make it usable for the purpose for which it is acquired. Acquisition costs for software includes those development costs capitalized in accordance with generally accepted accounting principles (GAAP). Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in or excluded from the acquisition cost in accordance with the non-Federal entity's regular accounting practices.

Advance payment means a payment that a Federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-Federal entity disburses the funds for program purposes.

Allocation means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

Assistance listings refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA).

Assistance listing number means a unique number assigned to identify a Federal Assistance Listings, formerly known as the CFDA Number.

Assistance listing program title means the title that corresponds to the Federal Assistance Listings Number, formerly known as the CFDA program title.

Audit finding means deficiencies which the auditor is required by § 200.516(a) to report in the schedule of findings and questioned costs.

Auditee means any non-Federal entity that expends Federal awards which must be audited under subpart F of this part.

Auditor means an auditor who is a public accountant or a Federal, State, local government, or Indian tribe audit organization, which meets the general standards specified for external auditors in generally accepted government

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auditing standards (GAGAS). The term auditor does not include internal auditors of nonprofit organizations.

Budget means the financial plan for the Federal award that the Federal awarding agency or pass-through entity approves during the Federal award process or in subsequent amendments to the Federal award. It may include the Federal and non-Federal share or only the Federal share, as determined by the Federal awarding agency or pass-through entity.

Budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

Capital assets means:

(1) Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

(i) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and

(ii) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

(2) For purpose of this part, capital assets do not include intangible right-to-use assets (per GASB) and right-to-use operating lease assets (per FASB). For example, assets capitalized that recognize a lessee's right to control the use of property and/or equipment for a period of time under a lease contract. See also § 200.465.

Capital expenditures means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital as-

sets that materially increase their value or useful life.

Central service cost allocation plan means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a State or local government or Indian tribe on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users.

Claim means, depending on the context, either:

(1) A written demand or written assertion by one of the parties to a Federal award seeking as a matter of right:

(i) The payment of money in a sum certain;

(ii) The adjustment or interpretation of the terms and conditions of the Federal award; or

(iii) Other relief arising under or relating to a Federal award.

(2) A request for payment that is not in dispute when submitted.

Class of Federal awards means a group of Federal awards either awarded under a specific program or group of programs or to a specific type of non-Federal entity or group of non-Federal entities to which specific provisions or exceptions may apply.

Closeout means the process by which the Federal awarding agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in § 200.344.

Cluster of programs means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. "Other clusters" are as defined by OMB in the compliance supplement or as designated by a State for Federal awards the State provides to its sub-recipients that meet the definition of a cluster of programs. When designating an "other cluster," a State must identify the Federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with § 200.332(a).

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A cluster of programs must be considered as one program for determining major programs, as described in §200.518, and, with the exception of R&D as described in §200.501(c), whether a program-specific audit may be elected.

Cognizant agency for audit means the Federal agency designated to carry out the responsibilities described in §200.513(a). The cognizant agency for audit is not necessarily the same as the cognizant agency for indirect costs. A list of cognizant agencies for audit can be found on the Federal Audit Clearinghouse (FAC) website.

Cognizant agency for indirect costs means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this part on behalf of all Federal agencies. The cognizant agency for indirect cost is not necessarily the same as the cognizant agency for audit. For assignments of cognizant agencies see the following:

(1) For Institutions of Higher Education (IHEs): Appendix III to this part, paragraph C.11.

(2) For nonprofit organizations: Appendix IV to this part, paragraph C.2.a.

(3) For State and local governments: Appendix V to this part, paragraph F.1.

(4) For Indian tribes: Appendix VII to this part, paragraph D.1.

Compliance supplement means an annually updated authoritative source for auditors that serves to identify existing important compliance requirements that the Federal Government expects to be considered as part of an audit. Auditors use it to understand the Federal program's objectives, procedures, and compliance requirements, as well as audit objectives and suggested audit procedures for determining compliance with the relevant Federal program.

Computing devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. See also the definitions of *supplies* and *information technology systems* in this section.

Contract means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a Federal award. For additional information on subrecipient and contractor determinations, see §200.331. See also the definition of *subaward* in this section.

Contractor means an entity that receives a contract as defined in this section.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency and a recipient or a pass-through entity and a subrecipient that, consistent with 31 U.S.C. 6302–6305:

(1) Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal Government or pass-through entity's direct benefit or use;

(2) Is distinguished from a grant in that it provides for substantial involvement of the Federal awarding agency in carrying out the activity contemplated by the Federal award.

(3) The term does not include:

(i) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(ii) An agreement that provides only:

(A) Direct United States Government cash assistance to an individual;

(B) A subsidy;

(C) A loan;

(D) A loan guarantee; or

(E) Insurance.

Cooperative audit resolution means the use of audit follow-up techniques which promote prompt corrective action by improving communication, fostering collaboration, promoting trust, and developing an understanding between the Federal agency and the non-Federal entity. This approach is based upon:

(1) A strong commitment by Federal agency and non-Federal entity leadership to program integrity;

(2) Federal agencies strengthening partnerships and working cooperatively with non-Federal entities and

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their auditors; and non-Federal entities and their auditors working cooperatively with Federal agencies;

(3) A focus on current conditions and corrective action going forward;

(4) Federal agencies offering appropriate relief for past noncompliance when audits show prompt corrective action has occurred; and

(5) Federal agency leadership sending a clear message that continued failure to correct conditions identified by audits which are likely to cause improper payments, fraud, waste, or abuse is unacceptable and will result in sanctions.

Corrective action means action taken by the auditee that:

(1) Corrects identified deficiencies;

(2) Produces recommended improvements; or

(3) Demonstrates that audit findings are either invalid or do not warrant auditee action.

Cost allocation plan means central service cost allocation plan or public assistance cost allocation plan.

Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the non-Federal entity, a particular service or project, a Federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in subpart E of this part. See also the definitions of *final cost objective* and *intermediate cost objective* in this section.

Cost sharing or matching means the portion of project costs not paid by Federal funds or contributions (unless otherwise authorized by Federal statute). See also § 200.306.

Cross-cutting audit finding means an audit finding where the same underlying condition or issue affects all Federal awards (including Federal awards of more than one Federal awarding agency or pass-through entity).

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Discretionary award means an award in which the Federal awarding agency, in keeping with specific statutory authority that enables the agency to exercise judgment (“discretion”), selects the recipient and/or the amount of Federal funding awarded through a competitive process or based on merit of proposals. A discretionary award may be selected on a non-competitive basis, as appropriate.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in this section.

Expenditures means charges made by a non-Federal entity to a project or program for which a Federal award was received.

(1) The charges may be reported on a cash or accrual basis, as long as the methodology is disclosed and is consistently applied.

(2) For reports prepared on a cash basis, expenditures are the sum of:

(i) Cash disbursements for direct charges for property and services;

(ii) The amount of indirect expense charged;

(iii) The value of third-party in-kind contributions applied; and

(iv) The amount of cash advance payments and payments made to sub-recipients.

(3) For reports prepared on an accrual basis, expenditures are the sum of:

(i) Cash disbursements for direct charges for property and services;

(ii) The amount of indirect expense incurred;

(iii) The value of third-party in-kind contributions applied; and

(iv) The net increase or decrease in the amounts owed by the non-Federal entity for:

(A) Goods and other property received;

(B) Services performed by employees, contractors, subrecipients, and other payees; and

(C) Programs for which no current services or performance are required such as annuities, insurance claims, or other benefit payments.

Federal agency means an “agency” as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

Federal Audit Clearinghouse (FAC) means the clearinghouse designated by OMB as the repository of record where non-Federal entities are required to transmit the information required by subpart F of this part.

Federal award has the meaning, depending on the context, in either paragraph (1) or (2) of this definition:

(1)(i) The Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101; or

(ii) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101.

(2) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in this section, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(3) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal Government owned, contractor operated facilities (GOCOs).

(4) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Federal award date means the date when the Federal award is signed by the authorized official of the Federal awarding agency.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity.

Federal financial assistance means

(1) Assistance that non-Federal entities receive or administer in the form of:

- (i) Grants;
- (ii) Cooperative agreements;
- (iii) Non-cash contributions or donations of property (including donated surplus property);
- (iv) Direct appropriations;
- (v) Food commodities; and
- (vi) Other financial assistance (except assistance listed in paragraph (2) of this definition).

(2) For § 200.203 and subpart F of this part, *Federal financial assistance* also includes assistance that non-Federal entities receive or administer in the form of:

- (i) Loans;
- (ii) Loan Guarantees;
- (iii) Interest subsidies; and
- (iv) Insurance.

(3) For § 200.216, Federal financial assistance includes assistance that non-Federal entities receive or administer in the form of:

- (i) Grants;
- (ii) Cooperative agreements;
- (iii) Loans; and
- (iv) Loan Guarantees.

(4) Federal financial assistance does not include amounts received as reimbursement for services rendered to individuals as described in § 200.502(h) and (i).

Federal interest means, for purposes of § 200.330 or when used in connection with the acquisition or improvement of real property, equipment, or supplies under a Federal award, the dollar amount that is the product of the:

- (1) The percentage of Federal participation in the total cost of the real property, equipment, or supplies; and
- (2) Current fair market value of the property, improvements, or both, to the extent the costs of acquiring or improving the property were included as project costs.

Federal program means:

(1) All Federal awards which are assigned a single Assistance Listings Number.

(2) When no Assistance Listings Number is assigned, all Federal awards from the same agency made for the same purpose must be combined and considered one program.

(3) Notwithstanding paragraphs (1) and (2) of this definition, a cluster of programs. The types of clusters of programs are:

(i) Research and development (R&D);
 (ii) Student financial aid (SFA); and
 (iii) “Other clusters,” as described in the definition of *cluster of programs* in this section.

Federal share means the portion of the Federal award costs that are paid using Federal funds.

Final cost objective means a cost objective which has allocated to it both direct and indirect costs and, in the non-Federal entity’s accumulation system, is one of the final accumulation points, such as a particular award, internal project, or other direct activity of a non-Federal entity. See also the definitions of *cost objective* and *intermediate cost objective* in this section.

Financial obligations, when referencing a recipient’s or subrecipient’s use of funds under a Federal award, means orders placed for property and services, contracts and subawards made, and similar transactions that require payment.

Fixed amount awards means a type of grant or cooperative agreement under which the Federal awarding agency or pass-through entity provides a specific level of support without regard to actual costs incurred under the Federal award. This type of Federal award reduces some of the administrative burden and record-keeping requirements for both the non-Federal entity and Federal awarding agency or pass-through entity. Accountability is based primarily on performance and results. See §§ 200.102(c), 200.201(b), and 200.333.

Foreign organization means an entity that is:

(1) A public or private organization located in a country other than the United States and its territories that is subject to the laws of the country in which it is located, irrespective of the citizenship of project staff or place of performance;

(2) A private nongovernmental organization located in a country other than the United States that solicits and receives cash contributions from the general public;

(3) A charitable organization located in a country other than the United States that is nonprofit and tax exempt under the laws of its country of domicile and operation, and is not a university, college, accredited degree-

granting institution of education, private foundation, hospital, organization engaged exclusively in research or scientific activities, church, synagogue, mosque or other similar entities organized primarily for religious purposes; or

(4) An organization located in a country other than the United States not recognized as a foreign public entity.

Foreign public entity means:

(1) A foreign government or foreign governmental entity;

(2) A public international organization, which is an organization entitled to enjoy privileges, exemptions, and immunities as an international organization under the International Organizations Immunities Act (22 U.S.C. 288–288f);

(3) An entity owned (in whole or in part) or controlled by a foreign government; or

(4) Any other entity consisting wholly or partially of one or more foreign governments or foreign governmental entities.

General purpose equipment means equipment which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles. See also the definitions of *equipment* and *special purpose equipment* in this section.

Generally accepted accounting principles (GAAP) has the meaning specified in accounting standards issued by the GASB and the FASB.

Generally accepted government auditing standards (GAGAS), also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304:

(1) Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry

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out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use;

(2) Is distinguished from a cooperative agreement in that it does not provide for substantial involvement of the Federal awarding agency in carrying out the activity contemplated by the Federal award.

(3) Does not include an agreement that provides only:

- (i) Direct United States Government cash assistance to an individual;
- (ii) A subsidy;
- (iii) A loan;
- (vi) A loan guarantee; or
- (v) Insurance.

Highest level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner as defined in the Federal Acquisition Regulations (FAR) (48 CFR 52.204–17).

Hospital means a facility licensed as a hospital under the law of any state or a facility operated as a hospital by the United States, a state, or a subdivision of a state.

Improper payment means:

(1) Any payment that should not have been made or that was made in an incorrect amount under statutory, contractual, administrative, or other *legally applicable* requirements.

(i) Incorrect amounts are overpayments or underpayments that are made to eligible recipients (including inappropriate denials of payment or service, any payment that does not account for credit for applicable discounts, payments that are for an incorrect amount, and duplicate payments). An improper payment also includes any payment that was made to an ineligible recipient or for an ineligible good or service, or payments for goods or services not received (except for such payments authorized by law).

Note 1 to paragraph (1)(i) of this definition. Applicable discounts are only those discounts where it is both advantageous and within the agency's control to claim them.

(ii) When an agency's review is unable to discern whether a payment was proper as a result of insufficient or lack of documentation, this payment should also be considered an improper payment. When establishing documentation requirements for payments, agencies should ensure that all documentation requirements are necessary and should refrain from imposing additional burdensome documentation requirements.

(iii) Interest or other fees that may result from an underpayment by an agency are not considered an improper payment if the interest was paid correctly. These payments are generally separate transactions and may be necessary under certain statutory, contractual, administrative, or other legally applicable requirements.

(iv) A "questioned cost" (as defined in this section) should not be considered an improper payment until the transaction has been completely reviewed and is confirmed to be improper.

(v) The term "payment" in this definition means any disbursement or transfer of Federal funds (including a commitment for future payment, such as cash, securities, loans, loan guarantees, and insurance subsidies) to any non-Federal person, non-Federal entity, or Federal employee, that is made by a Federal agency, a Federal contractor, a Federal grantee, or a governmental or other organization administering a Federal program or activity.

(vi) The term "payment" includes disbursements made pursuant to prime contracts awarded under the Federal Acquisition Regulation and Federal awards subject to this part that are expended by recipients.

(2) See definition of improper payment in OMB Circular A–123 appendix C, part I A (1) "What is an improper payment?" Questioned costs, including those identified in audits, are not an improper payment until reviewed and confirmed to be improper as defined in OMB Circular A–123 appendix C.

Indian tribe means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims

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Settlement Act (43 U.S.C. Chapter 33), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians (25 U.S.C. 450b(e)). See annually published Bureau of Indian Affairs list of Indian Entities Recognized and Eligible to Receive Services.

Institutions of Higher Education (IHEs) is defined at 20 U.S.C. 1001.

Indirect (facilities & administrative (F&A)) costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

Indirect cost rate proposal means the documentation prepared by a non-Federal entity to substantiate its request for the establishment of an indirect cost rate as described in appendices III through VII and appendix IX to this part.

Information technology systems means computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. See also the definitions of *computing devices* and *equipment* in this section.

Intangible property means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

Intermediate cost objective means a cost objective that is used to accumulate indirect costs or service center costs that are subsequently allocated to one or more indirect cost pools or final cost objectives. See also the definitions of *cost objective* and *final cost objective* in this section.

Internal controls for non-Federal entities means:

(1) Processes designed and implemented by non-Federal entities to provide reasonable assurance regarding the achievement of objectives in the following categories:

(i) Effectiveness and efficiency of operations;

(ii) Reliability of reporting for internal and external use; and

(iii) Compliance with applicable laws and regulations.

(2) Federal awarding agencies are required to follow internal control compliance requirements in OMB Circular No. A-123, Management's Responsibility for Enterprise Risk Management and Internal Control.

Loan means a Federal loan or loan guarantee received or administered by a non-Federal entity, except as used in the definition of *program income* in this section.

(1) The term "direct loan" means a disbursement of funds by the Federal Government to a non-Federal borrower under a contract that requires the repayment of such funds with or without interest. The term includes the purchase of, or participation in, a loan made by another lender and financing arrangements that defer payment for more than 90 days, including the sale of a Federal Government asset on credit terms. The term does not include the acquisition of a federally guaranteed loan in satisfaction of default claims or the price support loans of the Commodity Credit Corporation.

(2) The term "direct loan obligation" means a binding agreement by a Federal awarding agency to make a direct loan when specified conditions are fulfilled by the borrower.

(3) The term "loan guarantee" means any Federal Government guarantee, insurance, or other pledge with respect to the payment of all or a part of the principal or interest on any debt obligation of a non-Federal borrower to a non-Federal lender, but does not include the insurance of deposits, shares, or other withdrawable accounts in financial institutions.

(4) The term "loan guarantee commitment" means a binding agreement by a Federal awarding agency to make

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a loan guarantee when specified conditions are fulfilled by the borrower, the lender, or any other party to the guarantee agreement.

Local government means any unit of government within a state, including a:

- (1) County;
- (2) Borough;
- (3) Municipality;
- (4) City;
- (5) Town;
- (6) Township;
- (7) Parish;
- (8) Local public authority, including any public housing agency under the United States Housing Act of 1937;
- (9) Special district;
- (10) School district;
- (11) Intrastate district;
- (12) Council of governments, whether or not incorporated as a nonprofit corporation under State law; and
- (13) Any other agency or instrumentality of a multi-, regional, or intrastate or local government.

Major program means a Federal program determined by the auditor to be a major program in accordance with § 200.518 or a program identified as a major program by a Federal awarding agency or pass-through entity in accordance with § 200.503(e).

Management decision means the Federal awarding agency's or pass-through entity's written determination, provided to the auditee, of the adequacy of the auditee's proposed corrective actions to address the findings, based on its evaluation of the audit findings and proposed corrective actions.

Micro-purchase means a purchase of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchases comprise a subset of a non-Federal entity's small purchases as defined in § 200.320.

Micro-purchase threshold means the dollar amount at or below which a non-Federal entity may purchase property or services using micro-purchase procedures (see § 200.320). Generally, the micro-purchase threshold for procurement activities administered under Federal awards is not to exceed the amount set by the FAR at 48 CFR part 2, subpart 2.1, unless a higher threshold is requested by the non-Federal entity

and approved by the cognizant agency for indirect costs.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-discretionary award means an award made by the Federal awarding agency to specific recipients in accordance with statutory, eligibility and compliance requirements, such that in keeping with specific statutory authority the agency has no ability to exercise judgement ("discretion"). A non-discretionary award amount could be determined specifically or by formula.

Non-Federal entity (NFE) means a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (1) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (2) Is not organized primarily for profit; and
- (3) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Notice of funding opportunity means a formal announcement of the availability of Federal funding through a financial assistance program from a Federal awarding agency. The notice of funding opportunity provides information on the award, who is eligible to apply, the evaluation criteria for selection of an awardee, required components of an application, and how to

submit the application. The notice of funding opportunity is any paper or electronic issuance that an agency uses to announce a funding opportunity, whether it is called a “program announcement,” “notice of funding availability,” “broad agency announcement,” “research announcement,” “solicitation,” or some other term.

Office of Management and Budget (OMB) means the Executive Office of the President, Office of Management and Budget.

Oversight agency for audit means the Federal awarding agency that provides the predominant amount of funding directly (direct funding) (as listed on the schedule of expenditures of Federal awards, see § 200.510(b)) to a non-Federal entity unless OMB designates a specific cognizant agency for audit. When the direct funding represents less than 25 percent of the total Federal expenditures (as direct and sub-awards) by the non-Federal entity, then the Federal agency with the predominant amount of total funding is the designated oversight agency for audit. When there is no direct funding, the Federal awarding agency which is the predominant source of pass-through funding must assume the oversight responsibilities. The duties of the oversight agency for audit and the process for any reassignments are described in § 200.513(b).

Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.

Pass-through entity (PTE) means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period.

Personal property means property other than real property. It may be tangible, having physical existence, or intangible.

Personally Identifiable Information (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some information that is considered to be PII is available in public sources such as telephone books, public websites, and university listings. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, email address, home telephone number, and general educational credentials. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual.

Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(f). (See the definition of *period of performance* in this section.) Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal

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and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. See also § 200.407. See also 35 U.S.C. 200–212 “Disposition of Rights in Educational Awards” applies to inventions made under Federal awards.

Project cost means total allowable costs incurred under a Federal award and all required cost sharing and voluntary committed cost sharing, including third-party contributions.

Property means real property or personal property. See also the definitions of *real property* and *personal property* in this section.

Protected Personally Identifiable Information (Protected PII) means an individual’s first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother’s maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed. See also the definition of *Personally Identifiable Information (PII)* in this section.

Questioned cost means a cost that is questioned by the auditor because of an audit finding:

- (1) Which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds;

- (2) Where the costs, at the time of the audit, are not supported by adequate documentation; or

- (3) Where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

- (4) Questioned costs are not an improper payment until reviewed and confirmed to be improper as defined in OMB Circular A–123 appendix C. (See also the definition of *Improper payment* in this section).

Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Recipient means an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. The term recipient does not include sub-recipients or individuals that are beneficiaries of the award.

Renewal award means an award made subsequent to an expiring Federal award for which the start date is contiguous with, or closely follows, the end of the expiring Federal award. A renewal award’s start date will begin a distinct period of performance.

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function. “Research” is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. “Development” is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods (see § 200.320). Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items at or below the simplified acquisition threshold. The simplified acquisition threshold for procurement activities administered under Federal awards is set by the FAR at 48 CFR part 2, subpart 2.1. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. However, in no

circumstances can this threshold exceed the dollar value established in the FAR (48 CFR part 2, subpart 2.1) for the simplified acquisition threshold. Recipients should determine if local government laws on purchasing apply.

Special purpose equipment means equipment which is used only for research, medical, scientific, or other technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers. See also the definitions of *equipment* and *general purpose equipment* in this section.

State means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.

Student Financial Aid (SFA) means Federal awards under those programs of general student assistance, such as those authorized by Title IV of the Higher Education Act of 1965, as amended, (20 U.S.C. 1070-1099d), which are administered by the U.S. Department of Education, and similar programs provided by other Federal agencies. It does not include Federal awards under programs that provide fellowships or similar Federal awards to students on a competitive basis, or for specified studies or research.

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Subsidiary means an entity in which more than 50 percent of the entity is owned or controlled directly by a parent corporation or through another subsidiary of a parent corporation.

Supplies means all tangible personal property other than those described in the definition of *equipment* in this section. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also the definitions of *computing devices* and *equipment* in this section.

Telecommunications cost means the cost of using communication and telephony technologies such as mobile phones, land lines, and internet.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance. A lack of available funds is not a termination.

Third-party in-kind contributions means the value of non-cash contributions (*i.e.*, property or services) that—

(1) Benefit a federally-assisted project or program; and

(2) Are contributed by non-Federal third parties, without charge, to a non-Federal entity under a Federal award.

Unliquidated financial obligations means, for financial reports prepared on a cash basis, financial obligations incurred by the non-Federal entity that have not been paid (liquidated). For reports prepared on an accrual expenditure basis, these are financial obligations incurred by the non-Federal entity for which an expenditure has not been recorded.

Unobligated balance means the amount of funds under a Federal award that the non-Federal entity has not obligated. The amount is computed by subtracting the cumulative amount of the non-Federal entity's unliquidated financial obligations and expenditures of funds under the Federal award from the cumulative amount of the funds that the Federal awarding agency or pass-through entity authorized the non-Federal entity to obligate.

Voluntary committed cost sharing means cost sharing specifically pledged on a voluntary basis in the proposal's

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budget on the part of the non-Federal entity and that becomes a binding requirement of Federal award. See also § 200.306.

[85 FR 49529, Aug. 13, 2020, as amended at 86 FR 10439, Feb. 22, 2021]

Subpart B—General Provisions

§ 200.100 Purpose.

(a) *Purpose.* (1) This part establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities, as described in § 200.101. Federal awarding agencies must not impose additional or inconsistent requirements, except as provided in §§ 200.102 and 200.211, or unless specifically required by Federal statute, regulation, or Executive order.

(2) This part provides the basis for a systematic and periodic collection and uniform submission by Federal agencies of information on all Federal financial assistance programs to the Office of Management and Budget (OMB). It also establishes Federal policies related to the delivery of this information to the public, including through the use of electronic media. It prescribes the manner in which General Services Administration (GSA), OMB, and Federal agencies that administer Federal financial assistance programs are to carry out their statutory responsibilities under the Federal Program Information Act (31 U.S.C. 6101–6106).

(b) *Administrative requirements.* Subparts B through D of this part set forth the uniform administrative requirements for grant and cooperative agreements, including the requirements for Federal awarding agency management of Federal grant programs before the Federal award has been made, and the requirements Federal awarding agencies may impose on non-Federal entities in the Federal award.

(c) *Cost principles.* Subpart E of this part establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are for the purpose of cost determination and are not intended to identify the circumstances or dictate the extent of Federal Government participation in the financing of a particular program or project. The

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principles are designed to provide that Federal awards bear their fair share of cost recognized under these principles except where restricted or prohibited by statute.

(d) *Single Audit Requirements and Audit Follow-up.* Subpart F of this part is issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501–7507). It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards. These provisions also provide the policies and procedures for Federal awarding agencies and pass-through entities when using the results of these audits.

(e) *Guidance on challenges and prizes.* For OMB guidance to Federal awarding agencies on challenges and prizes, please see memo M–10–11 Guidance on the Use of Challenges and Prizes to Promote Open Government, issued March 8, 2010, or its successor.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49536, Aug. 13, 2020]

§ 200.101 Applicability.

(a) *General applicability to Federal agencies.* (1) The requirements established in this part apply to Federal agencies that make Federal awards to non-Federal entities. These requirements are applicable to all costs related to Federal awards.

(2) Federal awarding agencies may apply subparts A through E of this part to Federal agencies, for-profit entities, foreign public entities, or foreign organizations, except where the Federal awarding agency determines that the application of these subparts would be inconsistent with the international responsibilities of the United States or the statutes or regulations of a foreign government.

(b) *Applicability to different types of Federal awards.* (1) Throughout this part when the word “must” is used it indicates a requirement. Whereas, use of the word “should” or “may” indicates a best practice or recommended approach rather than a requirement and permits discretion.

(2) The following table describes what portions of this part apply to which types of Federal awards. The terms and conditions of Federal awards (including

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this part) flow down to subawards to subrecipients unless a particular section of this part or the terms and conditions of the Federal award specifically indicate otherwise. This means that non-Federal entities must comply with requirements in this part regardless of whether the non-Federal entity is a recipient or subrecipient of a Fed-

eral award. Pass-through entities must comply with the requirements described in subpart D of this part, §§200.331 through 200.333, but not any requirements in this part directed towards Federal awarding agencies unless the requirements of this part or the terms and conditions of the Federal award indicate otherwise.

TABLE 1 TO PARAGRAPH (b)

| The following portions of this Part | Are applicable to the following types of Federal Awards and Fixed-Price Contracts and Subcontracts (except as noted in paragraphs (d) and (e) of this section): | Are NOT applicable to the following types of Federal Awards and Fixed-Price Contracts and Subcontracts: |
|--|---|---|
| Subpart A—Acronyms and Definitions | —All. | |
| Subpart B—General Provisions, except for §§200.111 English Language, 200.112 Conflict of Interest, 200.113 Mandatory Disclosures. | —All. | |
| §§200.111 English Language, 200.112 Conflict of Interest, 200.113 Mandatory Disclosures. | —Grant Agreements and cooperative agreements. | —Agreements for loans, loan guarantees, interest subsidies and insurance. |
| Subparts C–D, except for §§200.203 Requirement to provide public notice of Federal financial assistance programs, 200.303 Internal controls, 200.331–333 Subrecipient Monitoring and Management. | —Grant Agreements and cooperative agreements. | —Procurement contracts awarded by Federal Agencies under the Federal Acquisition Regulation and subcontracts under those contracts. |
| §200.203 Requirement to provide public notice of Federal financial assistance programs. | —Grant Agreements and cooperative agreements. | —Agreements for loans, loan guarantees, interest subsidies and insurance. |
| §§200.303 Internal controls, 200.331–333 Subrecipient Monitoring and Management. | —Agreements for loans, loan guarantees, interest subsidies and insurance. | —Procurement contracts awarded by Federal Agencies under the Federal Acquisition Regulation and subcontracts under those contracts. |
| Subpart E—Cost Principles | —All. | —Procurement contracts awarded by Federal Agencies under the Federal Acquisition Regulation and subcontracts under those contracts. |
| | —Grant Agreements and cooperative agreements, except those providing food commodities. | —Grant agreements and cooperative agreements providing foods commodities. |
| | —All procurement contracts under the Federal Acquisition Regulations except those that are not negotiated. | —Fixed amount awards. |
| Subpart F—Audit Requirements | —Grant Agreements and cooperative agreements. | —Agreements for loans, loans guarantees, interest subsidies and insurance. |
| | —Contracts and subcontracts, except for fixed price contracts and subcontracts, awarded under the Federal Acquisition Regulation. | —Federal awards to hospitals (see Appendix IX Hospital Cost Principles). |
| | —Agreements for loans, loans guarantees, interest subsidies and insurance and other forms of Federal Financial Assistance as defined by the Single Audit Act Amendment of 1996. | —Fixed-price contracts and subcontracts awarded under the Federal Acquisition Regulation. |

(c) *Federal award of cost-reimbursement contract under the FAR to a non-Federal entity.* When a non-Federal entity is awarded a cost-reimbursement contract, only subpart D, §§200.331 through 200.333, and subparts E and F of this part are incorporated by reference into

the contract, but the requirements of subparts D, E, and F are supplementary to the FAR and the contract. When the Cost Accounting Standards (CAS) are applicable to the contract, they take precedence over the requirements of this part, including subpart F of this

part, which are supplementary to the CAS requirements. In addition, costs that are made unallowable under 10 U.S.C. 2324(e) and 41 U.S.C. 4304(a) as described in the FAR 48 CFR part 31, subpart 31.2, and 48 CFR 31.603 are always unallowable. For requirements other than those covered in subpart D, §§ 200.331 through 200.333, and subparts E and F of this part, the terms of the contract and the FAR apply. Note that when a non-Federal entity is awarded a FAR contract, the FAR applies, and the terms and conditions of the contract shall prevail over the requirements of this part.

(d) *Governing provisions.* With the exception of subpart F of this part, which is required by the Single Audit Act, in any circumstances where the provisions of Federal statutes or regulations differ from the provisions of this part, the provision of the Federal statutes or regulations govern. This includes, for agreements with Indian tribes, the provisions of the Indian Self-Determination and Education and Assistance Act (ISDEAA), as amended, 25 U.S.C. 450–458ddd–2.

(e) *Program applicability.* Except for §§ 200.203, 200.216, and 200.331 through 200.333, the requirements in subparts C, D, and E of this part do not apply to the following programs:

(1) The block grant awards authorized by the Omnibus Budget Reconciliation Act of 1981 (including Community Services), except to the extent that subpart E of this part apply to subrecipients of Community Services Block Grant funds pursuant to 42 U.S.C. 9916(a)(1)(B);

(2) Federal awards to local education agencies under 20 U.S.C. 7702–7703b, (portions of the Impact Aid program);

(3) Payments under the Department of Veterans Affairs' State Home Per Diem Program (38 U.S.C. 1741); and

(4) Federal awards authorized under the Child Care and Development Block Grant Act of 1990, as amended:

(i) Child Care and Development Block Grant (42 U.S.C. 9858).

(ii) Child Care Mandatory and Matching Funds of the Child Care and Development Fund (42 U.S.C. 9858).

(f) *Additional program applicability.* Except for §§ 200.203 and 200.216, the

guidance in subpart C of this part does not apply to the following programs:

(1) Entitlement Federal awards to carry out the following programs of the Social Security Act:

(i) Temporary Assistance for Needy Families (title IV–A of the Social Security Act, 42 U.S.C. 601–619);

(ii) Child Support Enforcement and Establishment of Paternity (title IV–D of the Social Security Act, 42 U.S.C. 651–669b);

(iii) Foster Care and Adoption Assistance (title IV–E of the Act, 42 U.S.C. 670–679c);

(iv) Aid to the Aged, Blind, and Disabled (titles I, X, XIV, and XVI–AABD of the Act, as amended);

(v) Medical Assistance (Medicaid) (title XIX of the Act, 42 U.S.C. 1396–1396w–5) not including the State Medicaid Fraud Control program authorized by section 1903(a)(6)(B) of the Social Security Act (42 U.S.C. 1396b(a)(6)(B)); and

(vi) Children's Health Insurance Program (title XXI of the Act, 42 U.S.C. 1397aa–1397mm).

(2) A Federal award for an experimental, pilot, or demonstration project that is also supported by a Federal award listed in paragraph (f)(1) of this section.

(3) Federal awards under subsection 412(e) of the Immigration and Nationality Act and subsection 501(a) of the Refugee Education Assistance Act of 1980 (Pub. L. 96–422, 94 Stat. 1809), for cash assistance, medical assistance, and supplemental security income benefits to refugees and entrants and the administrative costs of providing the assistance and benefits (8 U.S.C. 1522(e)).

(4) Entitlement awards under the following programs of The National School Lunch Act:

(i) National School Lunch Program (section 4 of the Act, 42 U.S.C. 1753);

(ii) Commodity Assistance (section 6 of the Act, 42 U.S.C. 1755);

(iii) Special Meal Assistance (section 11 of the Act, 42 U.S.C. 1759a);

(iv) Summer Food Service Program for Children (section 13 of the Act, 42 U.S.C. 1761); and

(v) Child and Adult Care Food Program (section 17 of the Act, 42 U.S.C. 1766).

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(5) Entitlement awards under the following programs of The Child Nutrition Act of 1966:

(i) Special Milk Program (section 3 of the Act, 42 U.S.C. 1772);

(ii) School Breakfast Program (section 4 of the Act, 42 U.S.C. 1773); and

(iii) State Administrative Expenses (section 7 of the Act, 42 U.S.C. 1776).

(6) Entitlement awards for State Administrative Expenses under The Food and Nutrition Act of 2008 (section 16 of the Act, 7 U.S.C. 2025).

(7) Non-discretionary Federal awards under the following non-entitlement programs:

(i) Special Supplemental Nutrition Program for Women, Infants and Children (section 17 of the Child Nutrition Act of 1966) 42 U.S.C. 1786;

(ii) The Emergency Food Assistance Programs (Emergency Food Assistance Act of 1983) 7 U.S.C. 7501 note; and

(iii) Commodity Supplemental Food Program (section 5 of the Agriculture and Consumer Protection Act of 1973) 7 U.S.C. 612c note.

[85 FR 49536, Aug. 13, 2020, as amended at 86 FR 10439, Feb. 22, 2021]

§ 200.102 Exceptions.

(a) With the exception of subpart F of this part, OMB may allow exceptions for classes of Federal awards or non-Federal entities subject to the requirements of this part when exceptions are not prohibited by statute. In the interest of maximum uniformity, exceptions from the requirements of this part will be permitted as described in this section.

(b) Exceptions on a case-by-case basis for individual non-Federal entities may be authorized by the Federal awarding agency or cognizant agency for indirect costs, except where otherwise required by law or where OMB or other approval is expressly required by this part.

(c) The Federal awarding agency may adjust requirements to a class of Federal awards or non-Federal entities when approved by OMB, or when required by Federal statutes or regulations, except for the requirements in subpart F of this part. A Federal awarding agency may apply less restrictive requirements when making fixed amount awards as defined in subpart A of this part, except for those re-

quirements imposed by statute or in subpart F of this part.

(d) Federal awarding agencies may request exceptions in support of innovative program designs that apply a risk-based, data-driven framework to alleviate select compliance requirements and hold recipients accountable for good performance. See also § 200.206.

[85 FR 49538, Aug. 13, 2020, as amended at 86 FR 10439, Feb. 22, 2021]

§ 200.103 Authorities.

This part is issued under the following authorities.

(a) Subparts B through D of this part are authorized under 31 U.S.C. 503 (the Chief Financial Officers Act, Functions of the Deputy Director for Management), 41 U.S.C. 1101–1131 (the Office of Federal Procurement Policy Act), Reorganization Plan No. 2 of 1970, and Executive Order 11541 (“Prescribing the Duties of the Office of Management and Budget and the Domestic Policy Council in the Executive Office of the President”), the Single Audit Act Amendments of 1996, (31 U.S.C. 7501–7507), as well as The Federal Program Information Act (Pub. L. 95–220 and Pub. L. 98–169, as amended, codified at 31 U.S.C. 6101–6106).

(b) Subpart E of this part is authorized under the Budget and Accounting Act of 1921, as amended; the Budget and Accounting Procedures Act of 1950, as amended (31 U.S.C. 1101–1125); the Chief Financial Officers Act of 1990 (31 U.S.C. 503–504); Reorganization Plan No. 2 of 1970; and Executive Order 11541, “Prescribing the Duties of the Office of Management and Budget and the Domestic Policy Council in the Executive Office of the President.”

(c) Subpart F of this part is authorized under the Single Audit Act Amendments of 1996, (31 U.S.C. 7501–7507).

[85 FR 49538, Aug. 13, 2020]

§ 200.104 Supersession.

As described in § 200.110, this part supersedes the following OMB guidance documents and regulations under title 2 of the Code of Federal Regulations:

(a) A–21, “Cost Principles for Educational Institutions” (2 CFR part 220);

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(b) A-87, “Cost Principles for State, Local and Indian Tribal Governments” (2 CFR part 225) and also FEDERAL REGISTER notice 51 FR 552 (January 6, 1986);

(c) A-89, “Federal Domestic Assistance Program Information”;

(d) A-102, “Grant Awards and Cooperative Agreements with State and Local Governments”;

(e) A-110, “Uniform Administrative Requirements for Awards and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations” (codified at 2 CFR 215);

(f) A-122, “Cost Principles for Non-Profit Organizations” (2 CFR part 230);

(g) A-133, “Audits of States, Local Governments and Non-Profit Organizations”;

(h) Those sections of A-50 related to audits performed under subpart F of this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75882, Dec. 19, 2014; 85 FR 49538, Aug. 13, 2020]

§ 200.105 Effect on other issuances.

(a) *Superseding inconsistent requirements.* For Federal awards subject to this part, all administrative requirements, program manuals, handbooks and other non-regulatory materials that are inconsistent with the requirements of this part must be superseded upon implementation of this part by the Federal agency, except to the extent they are required by statute or authorized in accordance with the provisions in § 200.102.

(b) *Imposition of requirements on recipients.* Agencies may impose legally binding requirements on recipients only through the notice and public comment process through an approved agency process, including as authorized by this part, other statutes or regulations, or as incorporated into the terms of a Federal award.

[85 FR 49538, Aug. 13, 2020]

§ 200.106 Agency implementation.

The specific requirements and responsibilities of Federal agencies and non-Federal entities are set forth in this part. Federal agencies making Federal awards to non-Federal entities must implement the language in sub-

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parts C through F of this part in codified regulations unless different provisions are required by Federal statute or are approved by OMB.

[85 FR 49538, Aug. 13, 2020]

§ 200.107 OMB responsibilities.

OMB will review Federal agency regulations and implementation of this part, and will provide interpretations of policy requirements and assistance to ensure effective and efficient implementation. Any exceptions will be subject to approval by OMB. Exceptions will only be made in particular cases where adequate justification is presented.

§ 200.108 Inquiries.

Inquiries concerning this part may be directed to the Office of Federal Financial Management Office of Management and Budget, in Washington, DC. Non-Federal entities’ inquiries should be addressed to the Federal awarding agency, cognizant agency for indirect costs, cognizant or oversight agency for audit, or pass-through entity as appropriate.

§ 200.109 Review date.

OMB will review this part at least every five years after December 26, 2013.

§ 200.110 Effective/applicability date.

(a) The standards set forth in this part that affect the administration of Federal awards issued by Federal awarding agencies become effective once implemented by Federal awarding agencies or when any future amendment to this part becomes final.

(b) Existing negotiated indirect cost rates (as of the publication date of the revisions to the guidance) will remain in place until they expire. The effective date of changes to indirect cost rates must be based upon the date that a newly re-negotiated rate goes into effect for a specific non-Federal entity’s fiscal year. Therefore, for indirect cost rates and cost allocation plans, the revised Uniform Guidance (as of the publication date for revisions to the guidance) become effective in generating

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proposals and negotiating a new rate (when the rate is re-negotiated).

[85 FR 49538, Aug. 13, 2020]

§ 200.111 English language.

(a) All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign currency to United States currency using the date specified for receipt of the application.

(b) Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees who are working on the Federal award are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

§ 200.112 Conflict of interest.

The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

§ 200.113 Mandatory disclosures.

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative pro-

ceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

[85 FR 49539, Aug. 13, 2020]

Subpart C—Pre-Federal Award Requirements and Contents of Federal Awards

SOURCE: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.

§ 200.200 Purpose.

Sections 200.201 through 200.216 prescribe instructions and other pre-award matters to be used by Federal awarding agencies in the program planning, announcement, application and award processes.

§ 200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts.

(a) *Federal award instrument.* The Federal awarding agency or pass-through entity must decide on the appropriate instrument for the Federal award (*i.e.*, grant agreement, cooperative agreement, or contract) in accordance with the Federal Grant and Cooperative Agreement Act (31 U.S.C. 6301–08).

(b) *Fixed amount awards.* In addition to the options described in paragraph (a) of this section, Federal awarding agencies, or pass-through entities as permitted in § 200.333, may use fixed amount awards (see *Fixed amount awards* in § 200.1) to which the following conditions apply:

(1) The Federal award amount is negotiated using the cost principles (or other pricing information) as a guide. The Federal awarding agency or pass-through entity may use fixed amount awards if the project scope has measurable goals and objectives and if adequate cost, historical, or unit pricing data is available to establish a fixed amount award based on a reasonable estimate of actual cost. Payments are based on meeting specific requirements of the Federal award. Accountability is based on performance and results. Except in the case of termination before completion of the Federal award, there

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is no governmental review of the actual costs incurred by the non-Federal entity in performance of the award. Some of the ways in which the Federal award may be paid include, but are not limited to:

(i) In several partial payments, the amount of each agreed upon in advance, and the “milestone” or event triggering the payment also agreed upon in advance, and set forth in the Federal award;

(ii) On a unit price basis, for a defined unit or units, at a defined price or prices, agreed to in advance of performance of the Federal award and set forth in the Federal award; or,

(iii) In one payment at Federal award completion.

(2) A fixed amount award cannot be used in programs which require mandatory cost sharing or match.

(3) The non-Federal entity must certify in writing to the Federal awarding agency or pass-through entity at the end of the Federal award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.

(4) Periodic reports may be established for each Federal award.

(5) Changes in principal investigator, project leader, project partner, or scope of effort must receive the prior written approval of the Federal awarding agency or pass-through entity.

§ 200.202 Program planning and design.

The Federal awarding agency must design a program and create an Assistance Listing before announcing the Notice of Funding Opportunity. The program must be designed with clear goals and objectives that facilitate the delivery of meaningful results consistent with the Federal authorizing legislation of the program. Program performance shall be measured based on the goals and objectives developed during program planning and design. See § 200.301 for more information on performance measurement. Performance measures may differ depending on the type of program. The program must align with the strategic goals and objectives within the Federal awarding

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agency’s performance plan and should support the Federal awarding agency’s performance measurement, management, and reporting as required by Part 6 of OMB Circular A–11 (Preparation, Submission, and Execution of the Budget). The program must also be designed to align with the Program Management Improvement Accountability Act (Pub. L. 114–264).

§ 200.203 Requirement to provide public notice of Federal financial assistance programs.

(a) The Federal awarding agency must notify the public of Federal programs in the Federal Assistance Listings maintained by the General Services Administration (GSA).

(1) The Federal Assistance Listings is the single, authoritative, government-wide comprehensive source of Federal financial assistance program information produced by the executive branch of the Federal Government.

(2) The information that the Federal awarding agency must submit to GSA for approval by OMB is listed in paragraph (b) of this section. GSA must prescribe the format for the submission in coordination with OMB.

(3) The Federal awarding agency may not award Federal financial assistance without assigning it to a program that has been included in the Federal Assistance Listings as required in this section unless there are exigent circumstances requiring otherwise, such as timing requirements imposed by statute.

(b) For each program that awards discretionary Federal awards, non-discretionary Federal awards, loans, insurance, or any other type of Federal financial assistance, the Federal awarding agency must, to the extent practicable, create, update, and manage Assistance Listings entries based on the authorizing statute for the program and comply with additional guidance provided by GSA in consultation with OMB to ensure consistent, accurate information is available to prospective applicants. Accordingly, Federal awarding agencies must submit the following information to GSA:

(1) *Program Description, Purpose, Goals, and Measurement.* A brief summary of the statutory or regulatory requirements of the program and its intended outcome. Where appropriate, the Program Description, Purpose, Goals, and Measurement should align with the strategic goals and objectives within the Federal awarding agency's performance plan and should support the Federal awarding agency's performance measurement, management, and reporting as required by Part 6 of OMB Circular A-11;

(2) *Identification.* Identification of whether the program makes Federal awards on a discretionary basis or the Federal awards are prescribed by Federal statute, such as in the case of formula grants.

(3) *Projected total amount of funds available for the program.* Estimates based on previous year funding are acceptable if current appropriations are not available at the time of the submission;

(4) *Anticipated source of available funds.* The statutory authority for funding the program and, to the extent possible, agency, sub-agency, or, if known, the specific program unit that will issue the Federal awards, and associated funding identifier (e.g., Treasury Account Symbol(s));

(5) *General eligibility requirements.* The statutory, regulatory or other eligibility factors or considerations that determine the applicant's qualification for Federal awards under the program (e.g., type of non-Federal entity); and

(6) *Applicability of Single Audit Requirements.* Applicability of Single Audit Requirements as required by subpart F of this part.

§ 200.204 Notices of funding opportunities.

For discretionary grants and cooperative agreements that are competed, the Federal awarding agency must announce specific funding opportunities by providing the following information in a public notice:

(a) *Summary information in notices of funding opportunities.* The Federal awarding agency must display the following information posted on the OMB-designated governmentwide website for funding and applying for Federal finan-

cial assistance, in a location preceding the full text of the announcement:

(1) Federal Awarding Agency Name;

(2) Funding Opportunity Title;

(3) Announcement Type (whether the funding opportunity is the initial announcement of this funding opportunity or a modification of a previously announced opportunity);

(4) Funding Opportunity Number (required, if applicable). If the Federal awarding agency has assigned or will assign a number to the funding opportunity announcement, this number must be provided;

(5) Assistance Listings Number(s);

(6) Key Dates. Key dates include due dates for applications or Executive Order 12372 submissions, as well as for any letters of intent or pre-applications. For any announcement issued before a program's application materials are available, key dates also include the date on which those materials will be released; and any other additional information, as deemed applicable by the relevant Federal awarding agency.

(b) *Availability period.* The Federal awarding agency must generally make all funding opportunities available for application for at least 60 calendar days. The Federal awarding agency may make a determination to have a less than 60 calendar day availability period but no funding opportunity should be available for less than 30 calendar days unless exigent circumstances require as determined by the Federal awarding agency head or delegate.

(c) *Full text of funding opportunities.* The Federal awarding agency must include the following information in the full text of each funding opportunity. For specific instructions on the content required in this section, refer to appendix I to this part.

(1) Full programmatic description of the funding opportunity.

(2) Federal award information, including sufficient information to help an applicant make an informed decision about whether to submit an application. (See also § 200.414(c)(4)).

(3) Specific eligibility information, including any factors or priorities that affect an applicant's or its application's eligibility for selection.

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(4) Application Preparation and Submission Information, including the applicable submission dates and time.

(5) Application Review Information including the criteria and process to be used to evaluate applications. See also §§ 200.205 and 200.206.

(6) Federal Award Administration Information. See also § 200.211.

(7) Applicable terms and conditions for resulting awards, including any exceptions from these standard terms.

§ 200.205 Federal awarding agency review of merit of proposals.

For discretionary Federal awards, unless prohibited by Federal statute, the Federal awarding agency must design and execute a merit review process for applications, with the objective of selecting recipients most likely to be successful in delivering results based on the program objectives outlined in section § 200.202. A merit review is an objective process of evaluating Federal award applications in accordance with written standards set forth by the Federal awarding agency. This process must be described or incorporated by reference in the applicable funding opportunity (see appendix I to this part.). See also § 200.204. The Federal awarding agency must also periodically review its merit review process.

§ 200.206 Federal awarding agency review of risk posed by applicants.

(a) *Review of OMB-designated repositories of governmentwide data.* (1) Prior to making a Federal award, the Federal awarding agency is required by the Payment Integrity Information Act of 2019, 31 U.S.C. 3301 note, and 41 U.S.C. 2313 to review information available through any OMB-designated repositories of governmentwide eligibility qualification or financial integrity information as appropriate. See also suspension and debarment requirements at 2 CFR part 180 as well as individual Federal agency suspension and debarment regulations in title 2 of the Code of Federal Regulations.

(2) In accordance 41 U.S.C. 2313, the Federal awarding agency is required to review the non-public segment of the OMB-designated integrity and performance system accessible through SAM (currently the Federal Awardee Per-

formance and Integrity Information System (FAPIIS)) prior to making a Federal award where the Federal share is expected to exceed the simplified acquisition threshold, defined in 41 U.S.C. 134, over the period of performance. As required by Public Law 112–239, National Defense Authorization Act for Fiscal Year 2013, prior to making a Federal award, the Federal awarding agency must consider all of the information available through FAPIIS with regard to the applicant and any immediate highest level owner, predecessor (*i.e.*; a non-Federal entity that is replaced by a successor), or subsidiary, identified for that applicant in FAPIIS, if applicable. At a minimum, the information in the system for a prior Federal award recipient must demonstrate a satisfactory record of executing programs or activities under Federal grants, cooperative agreements, or procurement awards; and integrity and business ethics. The Federal awarding agency may make a Federal award to a recipient who does not fully meet these standards, if it is determined that the information is not relevant to the current Federal award under consideration or there are specific conditions that can appropriately mitigate the effects of the non-Federal entity's risk in accordance with § 200.208.

(b) *Risk evaluation.* (1) The Federal awarding agency must have in place a framework for evaluating the risks posed by applicants before they receive Federal awards. This evaluation may incorporate results of the evaluation of the applicant's eligibility or the quality of its application. If the Federal awarding agency determines that a Federal award will be made, special conditions that correspond to the degree of risk assessed may be applied to the Federal award. Criteria to be evaluated must be described in the announcement of funding opportunity described in § 200.204.

(2) In evaluating risks posed by applicants, the Federal awarding agency may use a risk-based approach and may consider any items such as the following:

(i) *Financial stability.* Financial stability;

(ii) *Management systems and standards.* Quality of management systems

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and ability to meet the management standards prescribed in this part;

(iii) *History of performance.* The applicant's record in managing Federal awards, if it is a prior recipient of Federal awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;

(iv) *Audit reports and findings.* Reports and findings from audits performed under subpart F of this part or the reports and findings of any other available audits; and

(v) *Ability to effectively implement requirements.* The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.

(c) *Risk-based requirements adjustment.* The Federal awarding agency may adjust requirements when a risk-evaluation indicates that it may be merited either pre-award or post-award.

(d) *Suspension and debarment compliance.* (1) The Federal awarding agency must comply with the guidelines on governmentwide suspension and debarment in 2 CFR part 180, and must require non-Federal entities to comply with these provisions. These provisions restrict Federal awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.

[85 FR 49539, Aug. 13, 2020, as amended at 86 FR 10439, Feb. 22, 2021]

§ 200.207 Standard application requirements.

(a) *Paperwork clearances.* The Federal awarding agency may only use application information collections approved by OMB under the Paperwork Reduction Act of 1995 and OMB's implementing regulations in 5 CFR part 1320 and in alignment with OMB-approved, governmentwide data elements available from the OMB-designated standards lead. Consistent with these requirements, OMB will authorize additional information collections only on a limited basis.

(b) *Information collection.* If applicable, the Federal awarding agency may inform applicants and recipients that they do not need to provide certain information otherwise required by the relevant information collection.

§ 200.208 Specific conditions.

(a) Federal awarding agencies are responsible for ensuring that specific Federal award conditions are consistent with the program design reflected in § 200.202 and include clear performance expectations of recipients as required in § 200.301.

(b) The Federal awarding agency or pass-through entity may adjust specific Federal award conditions as needed, in accordance with this section, based on an analysis of the following factors:

(1) Based on the criteria set forth in § 200.206;

(2) The applicant or recipient's history of compliance with the general or specific terms and conditions of a Federal award;

(3) The applicant or recipient's ability to meet expected performance goals as described in § 200.211; or

(4) A responsibility determination of an applicant or recipient.

(c) Additional Federal award conditions may include items such as the following:

(1) Requiring payments as reimbursements rather than advance payments;

(2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;

(3) Requiring additional, more detailed financial reports;

(4) Requiring additional project monitoring;

(5) Requiring the non-Federal entity to obtain technical or management assistance; or

(6) Establishing additional prior approvals.

(d) If the Federal awarding agency or pass-through entity is imposing additional requirements, they must notify the applicant or non-Federal entity as to:

(1) The nature of the additional requirements;

(2) The reason why the additional requirements are being imposed;

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(3) The nature of the action needed to remove the additional requirement, if applicable;

(4) The time allowed for completing the actions if applicable; and

(5) The method for requesting reconsideration of the additional requirements imposed.

(e) Any additional requirements must be promptly removed once the conditions that prompted them have been satisfied.

§ 200.209 Certifications and representations.

Unless prohibited by the U.S. Constitution, Federal statutes or regulations, each Federal awarding agency or pass-through entity is authorized to require the non-Federal entity to submit certifications and representations required by Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the non-Federal entity fails to meet a requirement of a Federal award.

§ 200.210 Pre-award costs.

For requirements on costs incurred by the applicant prior to the start date of the period of performance of the Federal award, see § 200.458.

§ 200.211 Information contained in a Federal award.

A Federal award must include the following information:

(a) *Federal award performance goals.* Performance goals, indicators, targets, and baseline data must be included in the Federal award, where applicable. The Federal awarding agency must also specify how performance will be assessed in the terms and conditions of the Federal award, including the timing and scope of expected performance. See §§ 200.202 and 200.301 for more information on Federal award performance goals.

(b) *General Federal award information.* The Federal awarding agency must include the following general Federal award information in each Federal award:

(1) Recipient name (which must match the name associated with its unique entity identifier as defined at 2 CFR 25.315);

(2) Recipient's unique entity identifier;

(3) Unique Federal Award Identification Number (FAIN);

(4) Federal Award Date (see Federal award date in § 200.201);

(5) Period of Performance Start and End Date;

(6) Budget Period Start and End Date;

(7) Amount of Federal Funds Obligated by this action;

(8) Total Amount of Federal Funds Obligated;

(9) Total Approved Cost Sharing or Matching, where applicable;

(10) Total Amount of the Federal Award including approved Cost Sharing or Matching;

(11) Budget Approved by the Federal Awarding Agency;

(11) Federal award description, (to comply with statutory requirements (*e.g.*, FFATA));

(12) Name of Federal awarding agency and contact information for awarding official,

(13) Assistance Listings Number and Title;

(14) Identification of whether the award is R&D; and

(15) Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414).

(c) *General terms and conditions.* (1) Federal awarding agencies must incorporate the following general terms and conditions either in the Federal award or by reference, as applicable:

(i) *Administrative requirements.* Administrative requirements implemented by the Federal awarding agency as specified in this part.

(ii) *National policy requirements.* These include statutory, executive order, other Presidential directive, or regulatory requirements that apply by specific reference and are not program-specific. See § 200.300 Statutory and national policy requirements.

(iii) *Recipient integrity and performance matters.* If the total Federal share of the Federal award may include more than \$500,000 over the period of performance, the Federal awarding agency must include the term and condition available in appendix XII of this part. See also § 200.113.

(iv) *Future budget periods.* If it is anticipated that the period of performance will include multiple budget periods, the Federal awarding agency must indicate that subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

(v) *Termination provisions.* Federal awarding agencies must make recipients aware, in a clear and unambiguous manner, of the termination provisions in § 200.340, including the applicable termination provisions in the Federal awarding agency's regulations or in each Federal award.

(2) The Federal award must incorporate, by reference, all general terms and conditions of the award, which must be maintained on the agency's website.

(3) If a non-Federal entity requests a copy of the full text of the general terms and conditions, the Federal awarding agency must provide it.

(4) Wherever the general terms and conditions are publicly available, the Federal awarding agency must maintain an archive of previous versions of the general terms and conditions, with effective dates, for use by the non-Federal entity, auditors, or others.

(d) *Federal awarding agency, program, or Federal award specific terms and conditions.* The Federal awarding agency must include with each Federal award any terms and conditions necessary to communicate requirements that are in addition to the requirements outlined in the Federal awarding agency's general terms and conditions. See also § 200.208. Whenever practicable, these specific terms and conditions also should be shared on the agency's website and in notices of funding opportunities (as outlined in § 200.204) in addition to being included in a Federal award. See also § 200.207.

(e) *Federal awarding agency requirements.* Any other information required by the Federal awarding agency.

§ 200.212 Public access to Federal award information.

(a) In accordance with statutory requirements for Federal spending transparency (e.g., FFATA), except as noted

in this section, for applicable Federal awards the Federal awarding agency must announce all Federal awards publicly and publish the required information on a publicly available OMB-designated governmentwide website.

(b) All information posted in the designated integrity and performance system accessible through SAM (currently FAPIIS) on or after April 15, 2011 will be publicly available after a waiting period of 14 calendar days, except for:

(1) Past performance reviews required by Federal Government contractors in accordance with the Federal Acquisition Regulation (FAR) 48 CFR part 42, subpart 42.15;

(2) Information that was entered prior to April 15, 2011; or

(3) Information that is withdrawn during the 14-calendar day waiting period by the Federal Government official.

(c) Nothing in this section may be construed as requiring the publication of information otherwise exempt under the Freedom of Information Act (5 U.S.C 552), or controlled unclassified information pursuant to Executive Order 13556.

§ 200.213 Reporting a determination that a non-Federal entity is not qualified for a Federal award.

(a) If a Federal awarding agency does not make a Federal award to a non-Federal entity because the official determines that the non-Federal entity does not meet either or both of the minimum qualification standards as described in § 200.206(a)(2), the Federal awarding agency must report that determination to the designated integrity and performance system accessible through SAM (currently FAPIIS), only if all of the following apply:

(1) The only basis for the determination described in this paragraph (a) is the non-Federal entity's prior record of executing programs or activities under Federal awards or its record of integrity and business ethics, as described in § 200.206(a)(2) (i.e., the entity was determined to be qualified based on all factors other than those two standards); and

(2) The total Federal share of the Federal award that otherwise would be

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made to the non-Federal entity is expected to exceed the simplified acquisition threshold over the period of performance.

(b) The Federal awarding agency is not required to report a determination that a non-Federal entity is not qualified for a Federal award if they make the Federal award to the non-Federal entity and include specific award terms and conditions, as described in § 200.208.

(c) If a Federal awarding agency reports a determination that a non-Federal entity is not qualified for a Federal award, as described in paragraph (a) of this section, the Federal awarding agency also must notify the non-Federal entity that—

(1) The determination was made and reported to the designated integrity and performance system accessible through SAM, and include with the notification an explanation of the basis for the determination;

(2) The information will be kept in the system for a period of five years from the date of the determination, as required by section 872 of Public Law 110–417, as amended (41 U.S.C. 2313), then archived;

(3) Each Federal awarding agency that considers making a Federal award to the non-Federal entity during that five year period must consider that information in judging whether the non-Federal entity is qualified to receive the Federal award when the total Federal share of the Federal award is expected to include an amount of Federal funding in excess of the simplified acquisition threshold over the period of performance;

(4) The non-Federal entity may go to the awardee integrity and performance portal accessible through SAM (currently the Contractor Performance Assessment Reporting System (CPARS)) and comment on any information the system contains about the non-Federal entity itself; and

(5) Federal awarding agencies will consider that non-Federal entity's comments in determining whether the non-Federal entity is qualified for a future Federal award.

(d) If a Federal awarding agency enters information into the designated integrity and performance system accessible through SAM about a deter-

mination that a non-Federal entity is not qualified for a Federal award and subsequently:

(1) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days; and

(2) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(e) Federal awarding agencies must not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the recipient asserts within seven calendar days to the Federal awarding agency that posted the information that some or all of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency that posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal awarding agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

§ 200.214 Suspension and debarment.

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

§ 200.215 Never contract with the enemy.

Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative

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agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of

executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

Subpart D—Post Federal Award Requirements

SOURCE: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.

§ 200.300 Statutory and national policy requirements.

(a) The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

(b) The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

§ 200.301 Performance measurement.

(a) The Federal awarding agency must measure the recipient's performance to show achievement of program goals and objectives, share lessons learned, improve program outcomes, and foster adoption of promising practices. Program goals and objectives should be derived from program planning and design. See §200.202 for more information. Where appropriate, the Federal award may include specific program goals, indicators, targets, baseline data, data collection, or expected outcomes (such as outputs, or services performance or public impacts of any of these) with an expected timeline for accomplishment. Where applicable, this should also include any performance measures or independent sources of data that may be used to measure progress. The Federal awarding agency will determine how performance progress is measured, which may differ by program. Performance measurement progress must be both measured and reported. See §200.329 for more information on monitoring program performance. The Federal awarding agency may include program-specific requirements, as applicable. These requirements must be aligned, to the extent permitted by law, with the Federal awarding agency strategic goals, strategic objectives or performance goals that are relevant to the program. See also OMB Circular A–11, Preparation, Submission, and Execution of the Budget Part 6.

(b) The Federal awarding agency should provide recipients with clear performance goals, indicators, targets, and baseline data as described in §200.211. Performance reporting frequency and content should be established to not only allow the Federal awarding agency to understand the recipient progress but also to facilitate identification of promising practices among recipients and build the evidence upon which the Federal awarding agency's program and performance decisions are made. See §200.328 for more information on reporting program performance.

(c) This provision is designed to operate in tandem with evidence-related statutes (*e.g.*; The Foundations for Evidence-Based Policymaking Act of 2018,

which emphasizes collaboration and coordination to advance data and evidence-building functions in the Federal government). The Federal awarding agency should also specify any requirements of award recipients' participation in a federally funded evaluation, and any evaluation activities required to be conducted by the Federal award.

§ 200.302 Financial management.

(a) Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and the other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. See also §200.450.

(b) The financial management system of each non-Federal entity must provide for the following (see also §§200.334, 200.335, 200.336, and 200.337):

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§200.328 and 200.329. If a Federal awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis

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of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.

(3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See § 200.303.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to implement the requirements of § 200.305.

(7) Written procedures for determining the allowability of costs in accordance with subpart E of this part and the terms and conditions of the Federal award.

§ 200.303 Internal controls.

The non-Federal entity must:

(a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal awards.

(c) Evaluate and monitor the non-Federal entity’s compliance with stat-

utes, regulations and the terms and conditions of Federal awards.

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

§ 200.304 Bonds.

The Federal awarding agency may include a provision on bonding, insurance, or both in the following circumstances:

(a) Where the Federal Government guarantees or insures the repayment of money borrowed by the recipient, the Federal awarding agency, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the non-Federal entity are not deemed adequate to protect the interest of the Federal Government.

(b) The Federal awarding agency may require adequate fidelity bond coverage where the non-Federal entity lacks sufficient coverage to protect the Federal Government’s interest.

(c) Where bonds are required in the situations described above, the bonds must be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223.

§ 200.305 Federal payment.

(a) For states, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, “Overall Disbursing Rules for All Federal Agencies”.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the

non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also § 200.302(b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved, governmentwide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693–1693r).

(3) Reimbursement is the preferred method when the requirements in this paragraph (b) cannot be met, when the

Federal awarding agency sets a specific condition per § 200.208, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest

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earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of § 200.208, subpart D of this part, including § 200.339, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Circular A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for financial obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with § 200.343.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account

for funds received, obligated, and expended.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:

(i) The non-Federal entity receives less than \$250,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest-bearing accounts.

(9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For returning interest on Federal awards paid through PMS, the refund should:

(A) Provide an explanation stating that the refund is for interest;

(B) List the PMS Payee Account Number(s) (PANs);

(C) List the Federal award number(s) for which the interest was earned; and

(D) Make returns payable to: Department of Health and Human Services.

(ii) For returning interest on Federal awards not paid through PMS, the refund should:

(A) Provide an explanation stating that the refund is for interest;

(B) Include the name of the awarding agency;

(C) List the Federal award number(s) for which the interest was earned; and

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(D) Make returns payable to: Department of Health and Human Services.

(10) Funds, principal, and excess cash returns must be directed to the original Federal agency payment system. The non-Federal entity should review instructions from the original Federal agency payment system. Returns should include the following information:

(i) Payee Account Number (PAN), if the payment originated from PMS, or Agency information to indicate whom to credit the funding if the payment originated from ASAP, NSF, or another Federal agency payment system.

(ii) PMS document number and sub-account(s), if the payment originated from PMS, or relevant account numbers if the payment originated from another Federal agency payment system.

(iii) The reason for the return (*e.g.*, excess cash, funds not spent, interest, part interest part other, etc.)

(11) When returning funds or interest to PMS you must include the following as applicable:

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns¹:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

¹Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

(iii) For International ACH Returns:

Beneficiary Account: Federal Reserve

Bank of New York/ITS (FRBNY/ITS)

Bank: Citibank N.A. (New York)

Swift Code: CITIUS33

Account Number: 36838868

Bank Address: 388 Greenwich Street, New York, NY 10013 USA

Payment Details (Line 70): Agency Locator Code (ALC): 75010501

Name (abbreviated when possible) and ALC Agency POC

(iv) For recipients that do not have electronic remittance capability, please make check² payable to: “The

Department of Health and Human Services.”

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

²Please allow 4–6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

(v) Questions can be directed to PMS at 877-614-5533 or PMSSupport@psc.hhs.gov.

§ 200.306 Cost sharing or matching.

(a) Under Federal research proposals, voluntary committed cost sharing is not expected. It cannot be used as a factor during the merit review of applications or proposals, but may be considered if it is both in accordance with Federal awarding agency regulations and specified in a notice of funding opportunity. Criteria for considering voluntary committed cost sharing and any other program policy factors that may be used to determine who may receive a Federal award must be explicitly described in the notice of funding opportunity. See also §§ 200.414 and 200.204 and appendix I to this part.

(b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be accepted as part of the non-Federal entity’s cost sharing or matching when such contributions meet all of the following criteria:

(1) Are verifiable from the non-Federal entity’s records;

(2) Are not included as contributions for any other Federal award;

(3) Are necessary and reasonable for accomplishment of project or program objectives;

(4) Are allowable under subpart E of this part;

(5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;

(6) Are provided for in the approved budget when required by the Federal awarding agency; and

(7) Conform to other provisions of this part, as applicable.

(c) Unrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.

(d) Values for non-Federal entity contributions of services and property must be established in accordance with the cost principles in subpart E of this part. If a Federal awarding agency authorizes the non-Federal entity to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing or matching must be the lesser of paragraph (d)(1) or (2) of this section.

(1) The value of the remaining life of the property recorded in the non-Federal entity's accounting records at the time of donation.

(2) The current fair market value. However, when there is sufficient justification, the Federal awarding agency may approve the use of the current fair market value of the donated property, even if it exceeds the value described in paragraph (d)(1) of this section at the time of donation.

(e) Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for third-party volunteer services must be consistent with those paid for similar work by the non-Federal entity. In those instances in which the required skills are not found in the non-Federal entity, rates must be consistent with those paid for similar work in the labor market in which the non-Federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.

(f) When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable, and otherwise allowable, and indirect costs at either the third-party organization's approved federally-negotiated indirect cost rate or, a rate in accordance with § 200.414(d) provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.

(g) Donated property from third parties may include such items as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. Value assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.

(h) The method used for determining cost sharing or matching for third-party-donated equipment, buildings and land for which title passes to the non-Federal entity may differ according to the purpose of the Federal award, if paragraph (h)(1) or (2) of this section applies.

(1) If the purpose of the Federal award is to assist the non-Federal entity in the acquisition of equipment, buildings or land, the aggregate value of the donated property may be claimed as cost sharing or matching.

(2) If the purpose of the Federal award is to support activities that require the use of equipment, buildings or land, normally only depreciation charges for equipment and buildings may be made. However, the fair market value of equipment or other capital assets and fair rental charges for land may be allowed, provided that the Federal awarding agency has approved the charges. See also § 200.420.

(i) The value of donated property must be determined in accordance with the usual accounting policies of the non-Federal entity, with the following qualifications:

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(1) The value of donated land and buildings must not exceed its fair market value at the time of donation to the non-Federal entity as established by an independent appraiser (*e.g.*, certified real property appraiser or General Services Administration representative) and certified by a responsible official of the non-Federal entity as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601–4655) (Uniform Act) except as provided in the implementing regulations at 49 CFR part 24, “Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally-Assisted Programs”.

(2) The value of donated equipment must not exceed the fair market value of equipment of the same age and condition at the time of donation.

(3) The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

(4) The value of loaned equipment must not exceed its fair rental value.

(j) For third-party in-kind contributions, the fair market value of goods and services must be documented and to the extent feasible supported by the same methods used internally by the non-Federal entity.

(k) For IHEs, see also OMB memorandum M–01–06, dated January 5, 2001, Clarification of OMB A–21 Treatment of Voluntary Uncommitted Cost Sharing and Tuition Remission Costs.

§ 200.307 Program income.

(a) *General.* Non-Federal entities are encouraged to earn income to defray program costs where appropriate.

(b) *Cost of generating program income.* If authorized by Federal regulations or the Federal award, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the Federal award.

(c) *Governmental revenues.* Taxes, special assessments, levies, fines, and other such revenues raised by a non-Federal entity are not program income unless the revenues are specifically

identified in the Federal award or Federal awarding agency regulations as program income.

(d) *Property.* Proceeds from the sale of real property, equipment, or supplies are not program income; such proceeds will be handled in accordance with the requirements of the Property Standards §§ 200.311, 200.313, and 200.314, or as specifically identified in Federal statutes, regulations, or the terms and conditions of the Federal award.

(e) *Use of program income.* If the Federal awarding agency does not specify in its regulations or the terms and conditions of the Federal award, or give prior approval for how program income is to be used, paragraph (e)(1) of this section must apply. For Federal awards made to IHEs and nonprofit research institutions, if the Federal awarding agency does not specify in its regulations or the terms and conditions of the Federal award how program income is to be used, paragraph (e)(2) of this section must apply. In specifying alternatives to paragraphs (e)(1) and (2) of this section, the Federal awarding agency may distinguish between income earned by the recipient and income earned by subrecipients and between the sources, kinds, or amounts of income. When the Federal awarding agency authorizes the approaches in paragraphs (e)(2) and (3) of this section, program income in excess of any amounts specified must also be deducted from expenditures.

(1) *Deduction.* Ordinarily program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the Federal awarding agency authorizes otherwise. Program income that the non-Federal entity did not anticipate at the time of the Federal award must be used to reduce the Federal award and non-Federal entity contributions rather than to increase the funds committed to the project.

(2) *Addition.* With prior approval of the Federal awarding agency (except for IHEs and nonprofit research institutions, as described in this paragraph (e)) program income may be added to

the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes and under the conditions of the Federal award.

(3) *Cost sharing or matching.* With prior approval of the Federal awarding agency, program income may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same.

(f) *Income after the period of performance.* There are no Federal requirements governing the disposition of income earned after the end of the period of performance for the Federal award, unless the Federal awarding agency regulations or the terms and conditions of the Federal award provide otherwise. The Federal awarding agency may negotiate agreements with recipients regarding appropriate uses of income earned after the period of performance as part of the grant closeout process. See also § 200.344.

(g) *License fees and royalties.* Unless the Federal statute, regulations, or terms and conditions for the Federal award provide otherwise, the non-Federal entity is not accountable to the Federal awarding agency with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under a Federal award to which 37 CFR part 401 is applicable.

§ 200.308 Revision of budget and program plans.

(a) The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It may include either the Federal and non-Federal share (see definition for *Federal share* in § 200.1) or only the Federal share, depending upon Federal awarding agency requirements. The budget and program plans include considerations for performance and program evaluation purposes whenever required in accordance with the terms and conditions of the award.

(b) Recipients are required to report deviations from budget or project scope or objective, and request prior approvals from Federal awarding agencies for

budget and program plan revisions, in accordance with this section.

(c) For non-construction Federal awards, recipients must request prior approvals from Federal awarding agencies for the following program or budget-related reasons:

(1) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).

(2) Change in a key person specified in the application or the Federal award.

(3) The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

(4) The inclusion, unless waived by the Federal awarding agency, of costs that require prior approval in accordance with subpart E of this part as applicable.

(5) The transfer of funds budgeted for participant support costs to other categories of expense.

(6) Unless described in the application and funded in the approved Federal awards, the subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as described in § 200.333. This provision does not apply to the acquisition of supplies, material, equipment or general support services.

(7) Changes in the approved cost-sharing or matching provided by the non-Federal entity.

(8) The need arises for additional Federal funds to complete the project.

(d) No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. See also §§ 200.102 and 200.407.

(e) Except for requirements listed in paragraphs (c)(1) through (8) of this section, the Federal awarding agency is authorized, at its option, to waive other cost-related and administrative prior written approvals contained in subparts D and E of this part. Such waivers may include authorizing recipients to do any one or more of the following:

(1) Incur project costs 90 calendar days before the Federal awarding agency makes the Federal award. Expenses

more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the Federal awarding agency makes the Federal award are at the recipient's risk (*i.e.*, the Federal awarding agency is not required to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). See also § 200.458.

(2) Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined in paragraphs (e)(2)(i) through (iii) of this section apply. For one-time extensions, the recipient must notify the Federal awarding agency in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award. This one-time extension must not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior Federal awarding agency approval when:

(i) The terms and conditions of the Federal award prohibit the extension.

(ii) The extension requires additional Federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(3) Carry forward unobligated balances to subsequent budget periods.

(4) For Federal awards that support research, unless the Federal awarding agency provides otherwise in the Federal award or in the Federal awarding agency's regulations, the prior approval requirements described in this paragraph (e) are automatically waived (*i.e.*, recipients need not obtain such prior approvals) unless one of the conditions included in paragraph (e)(2) of this section applies.

(f) The Federal awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the simplified acquisition threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last ap-

proved by the Federal awarding agency. The Federal awarding agency cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation.

(g) All other changes to non-construction budgets, except for the changes described in paragraph (c) of this section, do not require prior approval (see also § 200.407).

(h) For construction Federal awards, the recipient must request prior written approval promptly from the Federal awarding agency for budget revisions whenever paragraph (h)(1), (2), or (3) of this section applies:

(1) The revision results from changes in the scope or the objective of the project or program.

(2) The need arises for additional Federal funds to complete the project.

(3) A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in subpart E.

(4) No other prior approval requirements for budget revisions may be imposed unless an exception has been approved by OMB.

(5) When a Federal awarding agency makes a Federal award that provides support for construction and non-construction work, the Federal awarding agency may require the recipient to obtain prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.

(i) When requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application, unless the Federal awarding agency indicates a letter of request suffices.

(j) Within 30 calendar days from the date of receipt of the request for budget revisions, the Federal awarding agency must review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency must inform the recipient in writing of the date when the recipient may expect the decision.

§ 200.309 Modifications to Period of Performance.

If a Federal awarding agency or pass-through entity approves an extension, or if a recipient extends under § 200.308(e)(2), the Period of Performance will be amended to end at the completion of the extension. If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. If a renewal award is issued, a distinct Period of Performance will begin.

PROPERTY STANDARDS

§ 200.310 Insurance coverage.

The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

§ 200.311 Real property.

(a) *Title.* Subject to the requirements and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

(b) *Use.* Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.

(c) *Disposition.* When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situ-

ations where the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

§ 200.312 Federally-owned and exempt property.

(a) Title to federally-owned property remains vested in the Federal Government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Federal awarding agency for further Federal agency utilization.

(b) If the Federal awarding agency has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Federal awarding agency has statutory authority to dispose of the property by

alternative methods (*e.g.*, the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710 (i)) to donate research equipment to educational and nonprofit organizations in accordance with Executive Order 12999, “Educational Technology: Ensuring Opportunity for All Children in the Next Century.”). The Federal awarding agency must issue appropriate instructions to the non-Federal entity.

(c) Exempt property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further responsibility to the Federal Government, based upon the explicit terms and conditions of the Federal award. The Federal awarding agency may exercise this option when statutory authority exists. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt property acquired under the Federal award remains with the Federal Government.

§ 200.313 Equipment.

See also § 200.439.

(a) *Title.* Subject to the requirements and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further responsibility to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of this section.

(b) *General.* A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and proce-

dures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. The Federal awarding agency may require the submission of the applicable common form for equipment. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in § 200.307 to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless

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specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition.* When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions

from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.

(2) Except as provided in § 200.312(b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

§ 200.314 Supplies.

See also § 200.453.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The

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amount of compensation must be computed in the same manner as for equipment. See § 200.313 (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

§ 200.315 Intangible property.

(a) Title to intangible property (see definition for *Intangible property* in § 200.1) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313(e).

(b) The non-Federal entity may copy-right any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

(d) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(e)(1) In response to a Freedom of Information Act (FOIA) request for re-

search data relating to published research findings produced under a Federal award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings means when:

(i) Research findings are published in a peer-reviewed scientific or technical journal; or

(ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. “Used by the Federal Government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (*e.g.*, laboratory samples). Research data also do not include:

(i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

(ii) Personnel and medical information and similar information the disclosure of which would constitute a

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clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

§ 200.316 Property trust relationship.

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal awarding agency may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

PROCUREMENT STANDARDS

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

§ 200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct

covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local inter-governmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and
(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§ 200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

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(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the

technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

§ 200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or subaward.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases*—(i) *Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum

extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds.* The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The

non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases—(i) Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) *Simplified acquisition thresholds.* The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) *Formal procurement methods.* When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) *Sealed bids.* A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the

preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) *Proposals.* A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance.

Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§ 200.321

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the

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initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

[85 FR 49543, Aug. 13, 2020, as amended at 88 FR 57790, Aug. 23, 2023]

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§ 200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations

for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.327 Contract provisions.

The non-Federal entity’s contracts must contain the applicable provisions described in appendix II to this part.

PERFORMANCE AND FINANCIAL
MONITORING AND REPORTING

§ 200.328 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency must solicit only the OMB-approved governmentwide data elements for collection of financial information (at time of publication the Federal Financial Report or such future, OMB-approved, governmentwide data elements available from the OMB-designated standards lead. This information must be

collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting. The Federal awarding agency must use OMB-approved common information collections, as applicable, when providing financial and performance reporting information.

§ 200.329 Monitoring and reporting program performance.

(a) *Monitoring by the non-Federal entity.* The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also § 200.332.

(b) *Reporting program performance.* The Federal awarding agency must use OMB-approved common information collections, as applicable, when providing financial and performance reporting information. As appropriate and in accordance with above mentioned information collections, the Federal awarding agency must require the recipient to relate financial data and accomplishments to performance goals and objectives of the Federal award. Also, in accordance with above mentioned common information collections, and when required by the terms and conditions of the Federal award, recipients must provide cost information to demonstrate cost effective practices (*e.g.*, through unit cost data). In some instances (*e.g.*, discretionary research awards), this will be limited to the requirement to submit technical performance reports (to be evaluated in accordance with Federal awarding agency policy). Reporting requirements must be clearly articulated such that, where appropriate, performance during the execution of the Federal

award has a standard against which non-Federal entity performance can be measured.

(c) *Non-construction performance reports.* The Federal awarding agency must use standard, governmentwide OMB-approved data elements for collection of performance information including performance progress reports, Research Performance Progress Reports.

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Reports submitted annually by the non-Federal entity and/or pass-through entity must be due no later than 90 calendar days after the reporting period. Reports submitted quarterly or semi-annually must be due no later than 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report submitted by the non-Federal entity and/or pass-through entity must be due no later than 120 calendar days after the period of performance end date. A subrecipient must submit to the pass-through entity, no later than 90 calendar days after the period of performance end date, all final performance reports as required by the terms and conditions of the Federal award. See also § 200.344. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) As appropriate in accordance with above mentioned performance reporting, these reports will contain, for each Federal award, brief information on the following unless other data elements are approved by OMB in the agency information collection request:

(i) A comparison of actual accomplishments to the objectives of the

Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(d) *Construction performance reports.* For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(e) *Significant developments.* Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

(f) *Site visits.* The Federal awarding agency may make site visits as warranted by program needs.

(g) *Performance report requirement waiver.* The Federal awarding agency may waive any performance report required by this part if not needed.

§ 200.330 Reporting on real property.

The Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (*e.g.*, every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

SUBRECIPIENT MONITORING AND
MANAGEMENT

§ 200.331 Subrecipient and contractor determinations.

The non-Federal entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. Therefore, a pass-through entity must make case-by-case determinations whether each agreement it makes for the disbursement of Federal program funds casts the party receiving the funds in the role of a subrecipient or a contractor. The Federal awarding agency may supply and require recipients to comply with additional guidance to support these determinations provided such guidance does not conflict with this section.

(a) *Subrecipients.* A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See definition for *Subaward* in §200.1 of this part. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

(1) Determines who is eligible to receive what Federal assistance;

(2) Has its performance measured in relation to whether objectives of a Federal program were met;

(3) Has responsibility for programmatic decision-making;

(4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

(5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) *Contractors.* A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See the definition of *contract* in §200.1 of this part. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

(1) Provides the goods and services within normal business operations;

(2) Provides similar goods or services to many different purchasers;

(3) Normally operates in a competitive environment;

(4) Provides goods or services that are ancillary to the operation of the Federal program; and

(5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

(c) *Use of judgment in making determination.* In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

§ 200.332 Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the

subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

- (1) Federal award identification.
 - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
 - (ii) Subrecipient's unique entity identifier;
 - (iii) Federal Award Identification Number (FAIN);
 - (iv) Federal Award Date (see the definition of *Federal award date* in § 200.1 of this part) of award to the recipient by the Federal agency;
 - (v) Subaward Period of Performance Start and End Date;
 - (vi) Subaward Budget Period Start and End Date;
 - (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
 - (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;
 - (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
 - (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
 - (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
 - (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
 - (xiii) Identification of whether the award is R&D; and
 - (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414.
- (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal stat-

utes, regulations and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4)(i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:

(A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in paragraphs (d) and (e) of this section, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

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(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of this part, and the extent to which the same or similar subaward has been audited as a major program;

(3) Whether the subrecipient has new personnel or new or substantially changed systems; and

(4) The extent and results of Federal awarding agency monitoring (*e.g.*, if the subrecipient also receives Federal awards directly from a Federal awarding agency).

(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in § 200.208.

(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.

(3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving cross-cutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.*, has been debarred or suspended), the pass-

through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section § 200.513(a)(3)(vii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in paragraph (b) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters; and

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

(f) Verify that every subrecipient is audited as required by Subpart F of this part when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in § 200.501.

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 of this part and in program regulations.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§ 200.333 Fixed amount subawards.

With prior written approval from the Federal awarding agency, a pass-through entity may provide subawards based on fixed amounts up to the Simplified Acquisition Threshold, provided

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that the subawards meet the requirements for fixed amount awards in § 200.201.

RECORD RETENTION AND ACCESS

§ 200.334 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal enti-

ty's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§ 200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§ 200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-

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readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§ 200.337 Access to records.

(a) *Records of non-Federal entities.* The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation,

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must be approved by the head of the Federal awarding agency or delegate.

(c) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§ 200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under § 200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

REMEDIES FOR NONCOMPLIANCE

§ 200.339 Remedies for noncompliance.

If a non-Federal entity fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.208. If the Federal awarding agency or pass-through entity determines that non-compliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through

entity may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

§ 200.340 Termination.

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal

award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety; or

(5) By the Federal awarding agency or pass-through entity pursuant to termination provisions included in the Federal award.

(b) A Federal awarding agency should clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with this section.

(c) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (c) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either—

(i) Has exhausted its opportunities to object or challenge the decision, see § 200.342; or

(ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

(i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, must not post any information that will be made publicly available in the non-

public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(d) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.344 and 200.345.

§ 200.341 Notification of termination requirement.

(a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.

(b) If the Federal award is terminated for the non-Federal entity's material failure to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that—

(1) The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS);

(2) The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived;

(3) Federal awarding agencies that consider making a Federal award to the non-Federal entity during that five year period must consider that information in judging whether the non-Federal entity is qualified to receive the Federal award, when the Federal share of the Federal award is expected to exceed the simplified acquisition

threshold over the period of performance;

(4) The non-Federal entity may comment on any information the OMB-designated integrity and performance system contains about the non-Federal entity for future consideration by Federal awarding agencies. The non-Federal entity may submit comments to the awardee integrity and performance portal accessible through SAM (currently CPARS).

(5) Federal awarding agencies will consider non-Federal entity comments when determining whether the non-Federal entity is qualified for a future Federal award.

(c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal website established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77 (forthcoming at time of publication). See also the requirements for Suspension and Debarment at 2 CFR part 180.

§ 200.342 Opportunities to object, hearings, and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings to which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

§ 200.343 Effects of suspension and termination.

Costs to the non-Federal entity resulting from financial obligations incurred by the non-Federal entity during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding

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agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

(a) The costs result from financial obligations which were properly incurred by the non-Federal entity before the effective date of suspension or termination, are not in anticipation of it; and

(b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

CLOSEOUT

§ 200.344 Closeout.

The Federal awarding agency or pass-through entity will close out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the non-Federal entity. If the non-Federal entity fails to complete the requirements, the Federal awarding agency or pass-through entity will proceed to close out the Federal award with the information available. This section specifies the actions the non-Federal entity and Federal awarding agency or pass-through entity must take to complete this process at the end of the period of performance.

(a) The recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. A sub-recipient must submit to the pass-through entity, no later than 90 calendar days (or an earlier date as agreed upon by the pass-through entity and subrecipient) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested and justified by the non-Federal entity, as applicable.

(b) Unless the Federal awarding agency or pass-through entity authorizes an

extension, a non-Federal entity must liquidate all financial obligations incurred under the Federal award no later than 120 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

(c) The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for costs meeting the requirements in Subpart E of this part under the Federal award being closed out.

(d) The non-Federal entity must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that are not authorized to be retained by the non-Federal entity for use in other projects. See OMB Circular A-129 and see § 200.346, for requirements regarding unreturned amounts that become delinquent debts.

(e) Consistent with the terms and conditions of the Federal award, the Federal awarding agency or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

(f) The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§ 200.310 through 200.316 and 200.330.

(g) When a recipient or subrecipient completes all closeout requirements, the Federal awarding agency or pass-through entity must promptly complete all closeout actions for Federal awards. The Federal awarding agency must make every effort to complete closeout actions no later than one year after the end of the period of performance unless otherwise directed by authorizing statutes. Closeout actions include Federal awarding agency actions in the grants management and payment systems.

(h) If the non-Federal entity does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, the Federal awarding agency must proceed to close out with the information available within one year of the period of performance end date.

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(i) If the non-Federal entity does not submit all reports in accordance with this section within one year of the period of performance end date, the Federal awarding agency must report the non-Federal entity's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). Federal awarding agencies may also pursue other enforcement actions per § 200.339.

POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES

§ 200.345 Post-closeout adjustments and continuing responsibilities.

(a) The closeout of a Federal award does not affect any of the following:

(1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.

(2) The requirement for the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

(3) The ability of the Federal awarding agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

(4) Audit requirements in subpart F of this part.

(5) Property management and disposition requirements in §§ 200.310 through 200.316 of this subpart.

(6) Records retention as required in §§ 200.334 through 200.337 of this subpart.

(b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions made for continuing responsibil-

ities of the non-Federal entity, as appropriate.

COLLECTION OF AMOUNTS DUE

§ 200.346 Collection of amounts due.

(a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:

(1) Making an administrative offset against other requests for reimbursements;

(2) Withholding advance payments otherwise due to the non-Federal entity; or

(3) Other action permitted by Federal statute.

(b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

Subpart E—Cost Principles

GENERAL PROVISIONS

§ 200.400 Policy guide.

The application of these cost principles is based on the fundamental premises that:

(a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.

(b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.

(c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper

and efficient administration of the Federal award.

(d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.

(e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered. See the definition of *indirect (facilities & administrative (F&A)) costs* in § 200.1 of this part.

(f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.

(g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award. See also § 200.307.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 85 FR 49561, Aug. 13, 2020]

§ 200.401 Application.

(a) *General.* These principles must be used in determining the allowable costs of work performed by the non-Federal entity under Federal awards. These principles also must be used by the non-Federal entity as a guide in the pricing of fixed-price contracts and subcontracts where costs are used in determining the appropriate price. The principles do not apply to:

(1) Arrangements under which Federal financing is in the form of loans, scholarships, fellowships, traineeships, or other fixed amounts based on such items as education allowance or published tuition rates and fees.

(2) For IHEs, capitation awards, which are awards based on case counts or number of beneficiaries according to the terms and conditions of the Federal award.

(3) Fixed amount awards. See also § 200.1 Definitions and 200.201.

(4) Federal awards to hospitals (see appendix IX to this part).

(5) Other awards under which the non-Federal entity is not required to account to the Federal Government for actual costs incurred.

(b) *Federal contract.* Where a Federal contract awarded to a non-Federal entity is subject to the Cost Accounting Standards (CAS), it incorporates the applicable CAS clauses, Standards, and CAS administration requirements per the 48 CFR Chapter 99 and 48 CFR part 30 (FAR Part 30). CAS applies directly to the CAS-covered contract and the Cost Accounting Standards at 48 CFR parts 9904 or 9905 takes precedence over the cost principles in this subpart E with respect to the allocation of costs. When a contract with a non-Federal entity is subject to full CAS coverage, the allowability of certain costs under the cost principles will be affected by the allocation provisions of the Cost Accounting Standards (*e.g.*, CAS 414—48 CFR 9904.414, Cost of Money as an Element of the Cost of Facilities Capital, and CAS 417—48 CFR 9904.417, Cost of Money as an Element of the Cost of Capital Assets Under Construction), apply rather the allowability provisions of § 200.449. In complying with those requirements, the non-Federal entity's application of cost accounting practices for estimating, accumulating, and reporting costs for other Federal awards and other cost objectives under the CAS-covered contract still must be consistent with its cost accounting practices for the CAS-covered contracts. In all cases, only one set of accounting records needs to be maintained for the allocation of costs by the non-Federal entity.

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(c) *Exemptions.* Some nonprofit organizations, because of their size and nature of operations, can be considered to be similar to for-profit entities for purpose of applicability of cost principles. Such nonprofit organizations must operate under Federal cost principles applicable to for-profit entities located at 48 CFR 31.2. A listing of these organizations is contained in appendix VIII to this part. Other organizations, as approved by the cognizant agency for indirect costs, may be added from time to time.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49562, Aug. 13, 2020]

BASIC CONSIDERATIONS

§ 200.402 Composition of costs.

Total cost. The total cost of a Federal award is the sum of the allowable direct and allocable indirect costs less any applicable credits.

§ 200.403 Factors affecting allowability of costs.

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

(a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.

(b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.

(c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.

(d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

(e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.

(f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-fi-

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nanced program in either the current or a prior period. See also § 200.306(b).

(g) Be adequately documented. See also §§ 200.300 through 200.309 of this part.

(h) Cost must be incurred during the approved budget period. The Federal awarding agency is authorized, at its discretion, to waive prior written approvals to carry forward unobligated balances to subsequent budget periods pursuant to § 200.308(e)(3).

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49562, Aug. 13, 2020]

§ 200.404 Reasonable costs.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

(a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.

(b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.

(c) Market prices for comparable goods or services for the geographic area.

(d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.

(e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§ 200.405 Allocable costs.

(a) A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:

(1) Is incurred specifically for the Federal award;

(2) Benefits both the Federal award and other work of the non-Federal entity and can be distributed in proportions that may be approximated using reasonable methods; and

(3) Is necessary to the overall operation of the non-Federal entity and is assignable in part to the Federal award in accordance with the principles in this subpart.

(b) All activities which benefit from the non-Federal entity's indirect (F&A) cost, including unallowable activities and donated services by the non-Federal entity or third parties, will receive an appropriate allocation of indirect costs.

(c) Any cost allocable to a particular Federal award under the principles provided for in this part may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

(d) Direct cost allocation principles: If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefited projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal

award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required. See also §§ 200.310 through 200.316 and 200.439.

(e) If the contract is subject to CAS, costs must be allocated to the contract pursuant to the Cost Accounting Standards. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over the allocation provisions in this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 85 FR 49562, Aug. 13, 2020]

§ 200.406 Applicable credits.

(a) Applicable credits refer to those receipts or reduction-of-expenditure-type transactions that offset or reduce expense items allocable to the Federal award as direct or indirect (F&A) costs. Examples of such transactions are: purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the non-Federal entity relate to allowable costs, they must be credited to the Federal award either as a cost reduction or cash refund, as appropriate.

(b) In some instances, the amounts received from the Federal Government to finance activities or service operations of the non-Federal entity should be treated as applicable credits. Specifically, the concept of netting such credit items (including any amounts used to meet cost sharing or matching requirements) must be recognized in determining the rates or amounts to be charged to the Federal award. (See §§ 200.436 and 200.468, for areas of potential application in the matter of Federal financing of activities.)

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 85 FR 49562, Aug. 13, 2020]

§ 200.407 Prior written approval (prior approval).

Under any given Federal award, the reasonableness and allocability of certain items of costs may be difficult to

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determine. In order to avoid subsequent disallowance or dispute based on unreasonableness or nonallocability, the non-Federal entity may seek the prior written approval of the cognizant agency for indirect costs or the Federal awarding agency in advance of the incurrence of special or unusual costs. Prior written approval should include the timeframe or scope of the agreement. The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that element, unless prior approval is specifically required for allowability as described under certain circumstances in the following sections of this part:

- (a) § 200.201 Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts, paragraph (b)(5);
- (b) § 200.306 Cost sharing or matching;
- (c) § 200.307 Program income;
- (d) § 200.308 Revision of budget and program plans;
- (e) § 200.311 Real property;
- (f) § 200.313 Equipment;
- (g) § 200.333 Fixed amount subawards;
- (h) § 200.413 Direct costs, paragraph (c);
- (i) § 200.430 Compensation—personal services, paragraph (h);
- (j) § 200.431 Compensation—fringe benefits;
- (k) § 200.438 Entertainment costs;
- (l) § 200.439 Equipment and other capital expenditures;
- (m) § 200.440 Exchange rates;
- (n) § 200.441 Fines, penalties, damages and other settlements;
- (o) § 200.442 Fund raising and investment management costs;
- (p) § 200.445 Goods or services for personal use;
- (q) § 200.447 Insurance and indemnification;
- (r) § 200.454 Memberships, subscriptions, and professional activity costs, paragraph (c);
- (s) § 200.455 Organization costs;
- (t) § 200.456 Participant support costs;
- (u) § 200.458 Pre-award costs;
- (v) § 200.462 Rearrangement and re-conversion costs;
- (w) § 200.467 Selling and marketing costs;
- (x) § 200.470 Taxes (including Value Added Tax); and

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- (y) § 200.475 Travel costs.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 85 FR 49562, Aug. 13, 2020]

§ 200.408 Limitation on allowance of costs.

The Federal award may be subject to statutory requirements that limit the allowability of costs. When the maximum amount allowable under a limitation is less than the total amount determined in accordance with the principles in this part, the amount not recoverable under the Federal award may not be charged to the Federal award.

§ 200.409 Special considerations.

In addition to the basic considerations regarding the allowability of costs highlighted in this subtitle, other subtitles in this part describe special considerations and requirements applicable to states, local governments, Indian tribes, and IHEs. In addition, certain provisions among the items of cost in this subpart are only applicable to certain types of non-Federal entities, as specified in the following sections:

- (a) Direct and Indirect (F&A) Costs (§§ 200.412–200.415) of this subpart;
- (b) Special Considerations for States, Local Governments and Indian Tribes (§§ 200.416 and 200.417) of this subpart; and
- (c) Special Considerations for Institutions of Higher Education (§§ 200.418 and 200.419) of this subpart.

[85 FR 49562, Aug. 13, 2020]

§ 200.410 Collection of unallowable costs.

Payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also §§ 200.300 through 200.309 in subpart D of this part.

[85 FR 49562, Aug. 13, 2020]

§ 200.411 Adjustment of previously negotiated indirect (F&A) cost rates containing unallowable costs.

(a) Negotiated indirect (F&A) cost rates based on a proposal later found to have included costs that:

(1) Are unallowable as specified by Federal statutes, regulations or the terms and conditions of a Federal award; or

(2) Are unallowable because they are not allocable to the Federal award(s), must be adjusted, or a refund must be made, in accordance with the requirements of this section. These adjustments or refunds are designed to correct the proposals used to establish the rates and do not constitute a reopening of the rate negotiation. The adjustments or refunds will be made regardless of the type of rate negotiated (predetermined, final, fixed, or provisional).

(b) For rates covering a future fiscal year of the non-Federal entity, the unallowable costs will be removed from the indirect (F&A) cost pools and the rates appropriately adjusted.

(c) For rates covering a past period, the Federal share of the unallowable costs will be computed for each year involved and a cash refund (including interest chargeable in accordance with applicable regulations) will be made to the Federal Government. If cash refunds are made for past periods covered by provisional or fixed rates, appropriate adjustments will be made when the rates are finalized to avoid duplicate recovery of the unallowable costs by the Federal Government.

(d) For rates covering the current period, either a rate adjustment or a refund, as described in paragraphs (b) and (c) of this section, must be required by the cognizant agency for indirect costs. The choice of method must be at the discretion of the cognizant agency for indirect costs, based on its judgment as to which method would be most practical.

(e) The amount or proportion of unallowable costs included in each year's rate will be assumed to be the same as the amount or proportion of unallowable costs included in the base year proposal used to establish the rate.

DIRECT AND INDIRECT (F&A) COSTS

§ 200.412 Classification of costs.

There is no universal rule for classifying certain costs as either direct or indirect (F&A) under every accounting system. A cost may be direct with respect to some specific service or function, but indirect with respect to the Federal award or other final cost objective. Therefore, it is essential that each item of cost incurred for the same purpose be treated consistently in like circumstances either as a direct or an indirect (F&A) cost in order to avoid possible double-charging of Federal awards. Guidelines for determining direct and indirect (F&A) costs charged to Federal awards are provided in this subpart.

§ 200.413 Direct costs.

(a) *General.* Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect (F&A) costs. See also § 200.405.

(b) *Application to Federal awards.* Identification with the Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. Typical costs charged directly to a Federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the Federal award. If directly related to a specific award, certain costs that otherwise would be treated as indirect costs may also be considered direct costs. Examples include extraordinary utility consumption, the cost of materials supplied from stock or services rendered by specialized facilities, program evaluation costs, or other institutional service operations.

(c) The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct

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charging of these costs may be appropriate only if all of the following conditions are met:

(1) Administrative or clerical services are integral to a project or activity;

(2) Individuals involved can be specifically identified with the project or activity;

(3) Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency; and

(4) The costs are not also recovered as indirect costs.

(d) *Minor items.* Any direct cost of minor amount may be treated as an indirect (F&A) cost for reasons of practicality where such accounting treatment for that item of cost is consistently applied to all Federal and non-Federal cost objectives.

(e) The costs of certain activities are not allowable as charges to Federal awards. However, even though these costs are unallowable for purposes of computing charges to Federal awards, they nonetheless must be treated as direct costs for purposes of determining indirect (F&A) cost rates and be allocated their equitable share of the non-Federal entity's indirect costs if they represent activities which:

(1) Include the salaries of personnel,

(2) Occupy space, and

(3) Benefit from the non-Federal entity's indirect (F&A) costs.

(f) For nonprofit organizations, the costs of activities performed by the non-Federal entity primarily as a service to members, clients, or the general public when significant and necessary to the non-Federal entity's mission must be treated as direct costs whether or not allowable, and be allocated an equitable share of indirect (F&A) costs. Some examples of these types of activities include:

(1) Maintenance of membership rolls, subscriptions, publications, and related functions. See also § 200.454.

(2) Providing services and information to members, legislative or administrative bodies, or the public. See also §§ 200.454 and 200.450.

(3) Promotion, lobbying, and other forms of public relations. See also §§ 200.421 and 200.450.

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(4) Conferences except those held to conduct the general administration of the non-Federal entity. See also § 200.432.

(5) Maintenance, protection, and investment of special funds not used in operation of the non-Federal entity. See also § 200.442.

(6) Administration of group benefits on behalf of members or clients, including life and hospital insurance, annuity or retirement plans, and financial aid. See also § 200.431.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 85 FR 49562, Aug. 13, 2020]

§ 200.414 Indirect (F&A) costs.

(a) *Facilities and administration classification.* For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect (F&A) costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the “Administration” category; for IHEs, they are included in the “Facilities” category. Major IHEs are defined as those required to use the Standard Format for Submission as noted in appendix III to this part, and Rate Determination for Institutions of Higher Education paragraph C. 11. Major nonprofit organizations are those which receive more than \$10 million dollars in direct Federal funding.

(b) *Diversity of nonprofit organizations.* Because of the diverse characteristics and accounting practices of nonprofit organizations, it is not possible to specify the types of cost which may be classified as indirect (F&A) cost in all situations. Identification with a Federal award rather than the nature of

the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

(c) *Federal Agency Acceptance of Negotiated Indirect Cost Rates.* (See also § 200.306.)

(1) The negotiated rates must be accepted by all Federal awarding agencies. A Federal awarding agency may use a rate different from the negotiated rate for a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by a Federal awarding agency head or delegate based on documented justification as described in paragraph (c)(3) of this section.

(2) The Federal awarding agency head or delegate must notify OMB of any approved deviations.

(3) The Federal awarding agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates.

(4) As required under § 200.204, the Federal awarding agency must include in the notice of funding opportunity the policies relating to indirect cost rate reimbursement, matching, or cost share as approved under paragraph (e)(1) of this section. As appropriate, the Federal agency should incorporate discussion of these policies into Federal awarding agency outreach activities with non-Federal entities prior to the posting of a notice of funding opportunity.

(d) Pass-through entities are subject to the requirements in § 200.332(a)(4).

(e) Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III–VII and Appendix IX as follows:

(1) Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

(2) Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Non-profit Organizations;

(3) Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans;

(4) Appendix VI to Part 200—Public Assistance Cost Allocation Plans;

(5) Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals; and

(6) Appendix IX to Part 200—Hospital Cost Principles.

(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As described in § 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

(g) Any non-Federal entity that has a current federally-negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

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(h) The federally negotiated indirect rate, distribution base, and rate type for a non-Federal entity (except for the Indian tribes or tribal organizations, as defined in the Indian Self Determination, Education and Assistance Act, 25 U.S.C. 450b(1)) must be available publicly on an OMB-designated Federal website.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49563, Aug. 13, 2020]

§ 200.415 Required certifications.

Required certifications include:

(a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

(b) Certification of cost allocation plan or indirect (F&A) cost rate proposal. Each cost allocation plan or indirect (F&A) cost rate proposal must comply with the following:

(1) A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the non-Federal entity, must be certified by the non-Federal entity using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in appendices III through VII, and IX of this part. The certificate must be signed on behalf of the non-Federal entity by an individual at a level no lower than vice president or chief financial officer of

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the non-Federal entity that submits the proposal.

(2) Unless the non-Federal entity has elected the option under § 200.414(f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.

(c) Certifications by nonprofit organizations as appropriate that they did not meet the definition of a major nonprofit organization as defined in § 200.414(a).

(d) See also § 200.450 for another required certification.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49563, Aug. 13, 2020]

SPECIAL CONSIDERATIONS FOR STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES

§ 200.416 Cost allocation plans and indirect cost proposals.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost

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rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

[78 FR 78608, Dec. 26, 2013, as amended at 86 FR 10440, Feb. 22, 2021]

§ 200.417 Interagency service.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a prorated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

[85 FR 49564, Aug. 13, 2020]

SPECIAL CONSIDERATIONS FOR INSTITUTIONS OF HIGHER EDUCATION

§ 200.418 Costs incurred by states and local governments.

Costs incurred or paid by a state or local government on behalf of its IHEs for fringe benefit programs, such as pension costs and FICA and any other costs specifically incurred on behalf of, and in direct benefit to, the IHEs, are allowable costs of such IHEs whether or not these costs are recorded in the accounting records of the institutions, subject to the following:

(a) The costs meet the requirements of § 200.402–411 of this subpart;

(b) The costs are properly supported by approved cost allocation plans in ac-

cordance with applicable Federal cost accounting principles in this part; and

(c) The costs are not otherwise borne directly or indirectly by the Federal Government.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49564, Aug. 13, 2020]

§ 200.419 Cost accounting standards and disclosure statement.

(a) An IHE that receive an aggregate total \$50 million or more in Federal awards and instruments subject to this subpart (as specified in § 200.101) in its most recently completed fiscal year must comply with the Cost Accounting Standards Board's cost accounting standards located at 48 CFR 9905.501, 9905.502, 9905.505, and 9905.506. CAS-covered contracts and subcontracts awarded to the IHEs are subject to the broader range of CAS requirements at 48 CFR 9900 through 9999 and 48 CFR part 30 (FAR Part 30).

(b) *Disclosure statement.* An IHE that receives an aggregate total \$50 million or more in Federal awards and instruments subject to this subpart (as specified in § 200.101) during its most recently completed fiscal year must disclose their cost accounting practices by filing a Disclosure Statement (DS–2), which is reproduced in Appendix III to Part 200. With the approval of the cognizant agency for indirect costs, an IHE may meet the DS–2 submission by submitting the DS–2 for each business unit that received \$50 million or more in Federal awards and instruments.

(1) The DS–2 must be submitted to the cognizant agency for indirect costs with a copy to the IHE's cognizant agency for audit. The initial DS–2 and revisions to the DS–2 must be submitted in coordination with the IHE's indirect (F&A) rate proposal, unless an earlier submission is requested by the cognizant agency for indirect costs. IHEs with CAS-covered contracts or subcontracts meeting the dollar threshold in 48 CFR 9903.202–1(f) must submit their initial DS–2 or revisions no later than prior to the award of a CAS-covered contract or subcontract.

(2) An IHE must maintain an accurate DS–2 and comply with disclosed cost accounting practices. An IHE must file amendments to the DS–2 to the cognizant agency for indirect costs

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in advance of a disclosed practice being changed to comply with a new or modified standard, or when a practice is changed for other reasons. An IHE may proceed with implementing the change after it has notified the Federal cognizant agency for indirect costs. If the change represents a variation from 2 CFR part 200, the change may require approval by the Federal cognizant agency for indirect costs, in accordance with § 200.102(b). Amendments of a DS–2 may be submitted at any time. Re-submission of a complete, updated DS–2 is discouraged except when there are extensive changes to disclosed practices.

(3) *Cost and funding adjustments.* Cost adjustments must be made by the cognizant agency for indirect costs if an IHE fails to comply with the cost policies in this part or fails to consistently follow its established or disclosed cost accounting practices when estimating, accumulating or reporting the costs of Federal awards, and the aggregate cost impact on Federal awards is material. The cost adjustment must normally be made on an aggregate basis for all affected Federal awards through an adjustment of the IHE's future F&A costs rates or other means considered appropriate by the cognizant agency for indirect costs. Under the terms of CAS covered contracts, adjustments in the amount of funding provided may also be required when the estimated proposal costs were not determined in accordance with established cost accounting practices.

(4) *Overpayments.* Excess amounts paid in the aggregate by the Federal Government under Federal awards due to a noncompliant cost accounting practice used to estimate, accumulate, or report costs must be credited or refunded, as deemed appropriate by the cognizant agency for indirect costs. Interest applicable to the excess amounts paid in the aggregate during the period of noncompliance must also be determined and collected in accordance with applicable Federal agency regulations.

(5) *Compliant cost accounting practice changes.* Changes from one compliant cost accounting practice to another compliant practice that are approved by the cognizant agency for indirect costs may require cost adjustments if

the change has a material effect on Federal awards and the changes are deemed appropriate by the cognizant agency for indirect costs.

(6) *Responsibilities.* The cognizant agency for indirect cost must:

(i) Determine cost adjustments for all Federal awards in the aggregate on behalf of the Federal Government. Actions of the cognizant agency for indirect cost in making cost adjustment determinations must be coordinated with all affected Federal awarding agencies to the extent necessary.

(ii) Prescribe guidelines and establish internal procedures to promptly determine on behalf of the Federal Government that a DS–2 adequately discloses the IHE's cost accounting practices and that the disclosed practices are compliant with applicable CAS and the requirements of this part.

(iii) Distribute to all affected Federal awarding agencies any DS–2 determination of adequacy or noncompliance.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49564, Aug. 13, 2020]

GENERAL PROVISIONS FOR SELECTED ITEMS OF COST

§ 200.420 Considerations for selected items of cost.

This section provides principles to be applied in establishing the allowability of certain items involved in determining cost, in addition to the requirements of Subtitle II of this subpart. These principles apply whether or not a particular item of cost is properly treated as direct cost or indirect (F&A) cost. Failure to mention a particular item of cost is not intended to imply that it is either allowable or unallowable; rather, determination as to allowability in each case should be based on the treatment provided for similar or related items of cost, and based on the principles described in §§ 200.402 through 200.411. In case of a discrepancy between the provisions of a specific Federal award and the provisions below, the Federal award governs. Criteria outlined in § 200.403 must be applied in determining allowability. See also § 200.102.

[85 FR 49564, Aug. 13, 2020]

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§ 200.421 Advertising and public relations.

(a) The term advertising costs means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like.

(b) The only allowable advertising costs are those which are solely for:

(1) The recruitment of personnel required by the non-Federal entity for performance of a Federal award (See also § 200.463);

(2) The procurement of goods and services for the performance of a Federal award;

(3) The disposal of scrap or surplus materials acquired in the performance of a Federal award except when non-Federal entities are reimbursed for disposal costs at a predetermined amount; or

(4) Program outreach and other specific purposes necessary to meet the requirements of the Federal award.

(c) The term “public relations” includes community relations and means those activities dedicated to maintaining the image of the non-Federal entity or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

(d) The only allowable public relations costs are:

(1) Costs specifically required by the Federal award;

(2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of the Federal award (these costs are considered necessary as part of the outreach effort for the Federal award); or

(3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of funding opportunities, financial matters, etc.

(e) Unallowable advertising and public relations costs include the following:

(1) All advertising and public relations costs other than as specified in paragraphs (b) and (d) of this section;

(2) Costs of meetings, conventions, convocations, or other events related to other activities of the entity (see also § 200.432), including:

(i) Costs of displays, demonstrations, and exhibits;

(ii) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and

(iii) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;

(3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs;

(4) Costs of advertising and public relations designed solely to promote the non-Federal entity.

[78 FR 76808, Dec. 26, 2013, as amended at 85 FR 49564, Aug. 13, 2020]

§ 200.422 Advisory councils.

Costs incurred by advisory councils or committees are unallowable unless authorized by statute, the Federal awarding agency or as an indirect cost where allocable to Federal awards. See § 200.444, applicable to States, local governments, and Indian tribes.

[85 FR 49564, Aug. 13, 2020]

§ 200.423 Alcoholic beverages.

Costs of alcoholic beverages are unallowable.

§ 200.424 Alumni/ae activities.

Costs incurred by IHEs for, or in support of, alumni/ae activities are unallowable.

§ 200.425 Audit services.

(a) A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

(1) Any costs when audits required by the Single Audit Act and subpart F of this part have not been conducted or

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have been conducted but not in accordance therewith; and

(2) Any costs of auditing a non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and subpart F of this part because its expenditures under Federal awards are less than \$750,000 during the non-Federal entity's fiscal year.

(b) The costs of a financial statement audit of a non-Federal entity that does not currently have a Federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

(c) Pass-through entities may charge Federal awards for the cost of agreed-upon-procedures engagements to monitor subrecipients (in accordance with subpart D, §§ 200.331–333) who are exempted from the requirements of the Single Audit Act and subpart F of this part. This cost is allowable only if the agreed-upon-procedures engagements are:

(1) Conducted in accordance with GAGAS attestation standards;

(2) Paid for and arranged by the pass-through entity; and

(3) Limited in scope to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49564, Aug. 13, 2020]

§ 200.426 Bad debts.

Bad debts (debts which have been determined to be uncollectable), including losses (whether actual or estimated) arising from uncollectable accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts after they have been determined to be uncollectable are also unallowable. See also § 200.428.

[85 FR 49565, Aug. 13, 2020]

§ 200.427 Bonding costs.

(a) Bonding costs arise when the Federal awarding agency requires assurance against financial loss to itself or others by reason of the act or default of the non-Federal entity. They arise also in instances where the non-Fed-

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eral entity requires similar assurance, including: bonds as bid, performance, payment, advance payment, infringement, and fidelity bonds for employees and officials.

(b) Costs of bonding required pursuant to the terms and conditions of the Federal award are allowable.

(c) Costs of bonding required by the non-Federal entity in the general conduct of its operations are allowable as an indirect cost to the extent that such bonding is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances.

§ 200.428 Collections of improper payments.

The costs incurred by a non-Federal entity to recover improper payments are allowable as either direct or indirect costs, as appropriate. Amounts collected may be used by the non-Federal entity in accordance with cash management standards set forth in § 200.305.

[85 FR 49565, Aug. 13, 2020]

§ 200.429 Commencement and convocation costs.

For IHEs, costs incurred for commencements and convocations are unallowable, except as provided for in (B)(9) Student Administration and Services, in appendix III to this part, as activity costs.

[85 FR 49565, Aug. 13, 2020]

§ 200.430 Compensation—personal services.

(a) *General.* Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in § 200.431. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part, and that the total compensation for individual employees:

(1) Is reasonable for the services rendered and conforms to the established

written policy of the non-Federal entity consistently applied to both Federal and non-Federal activities;

(2) Follows an appointment made in accordance with a non-Federal entity's laws and/or rules or written policies and meets the requirements of Federal statute, where applicable; and

(3) Is determined and supported as provided in paragraph (i) of this section, when applicable.

(b) *Reasonableness.* Compensation for employees engaged in work on Federal awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the non-Federal entity. In cases where the kinds of employees required for Federal awards are not found in the other activities of the non-Federal entity, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the non-Federal entity competes for the kind of employees involved.

(c) *Professional activities outside the non-Federal entity.* Unless an arrangement is specifically authorized by a Federal awarding agency, a non-Federal entity must follow its written non-Federal entity-wide policies and practices concerning the permissible extent of professional services that can be provided outside the non-Federal entity for non-organizational compensation. Where such non-Federal entity-wide written policies do not exist or do not adequately define the permissible extent of consulting or other non-organizational activities undertaken for extra outside pay, the Federal Government may require that the effort of professional staff working on Federal awards be allocated between:

(1) Non-Federal entity activities, and

(2) Non-organizational professional activities. If the Federal awarding agency considers the extent of non-organizational professional effort excessive or inconsistent with the conflicts-of-interest terms and conditions of the Federal award, appropriate arrangements governing compensation will be negotiated on a case-by-case basis.

(d) *Unallowable costs.* (1) Costs which are unallowable under other sections of these principles must not be allowable under this section solely on the basis

that they constitute personnel compensation.

(2) The allowable compensation for certain employees is subject to a ceiling in accordance with statute. For the amount of the ceiling for cost-reimbursement contracts, the covered compensation subject to the ceiling, the covered employees, and other relevant provisions, see 10 U.S.C. 2324(e)(1)(P), and 41 U.S.C. 1127 and 4304(a)(16). For other types of Federal awards, other statutory ceilings may apply.

(e) *Special considerations.* Special considerations in determining allowability of compensation will be given to any change in a non-Federal entity's compensation policy resulting in a substantial increase in its employees' level of compensation (particularly when the change was concurrent with an increase in the ratio of Federal awards to other activities) or any change in the treatment of allowability of specific types of compensation due to changes in Federal policy.

(f) *Incentive compensation.* Incentive compensation to employees based on cost reduction, or efficient performance, suggestion awards, safety awards, etc., is allowable to the extent that the overall compensation is determined to be reasonable and such costs are paid or accrued pursuant to an agreement entered into in good faith between the non-Federal entity and the employees before the services were rendered, or pursuant to an established plan followed by the non-Federal entity so consistently as to imply, in effect, an agreement to make such payment.

(g) *Nonprofit organizations.* For compensation to members of nonprofit organizations, trustees, directors, associates, officers, or the immediate families thereof, determination must be made that such compensation is reasonable for the actual personal services rendered rather than a distribution of earnings in excess of costs. This may include director's and executive committee member's fees, incentive awards, allowances for off-site pay, incentive pay, location allowances, hardship pay, and cost-of-living differentials.

(h) *Institutions of Higher Education (IHEs).* (1) Certain conditions require

special consideration and possible limitations in determining allowable personnel compensation costs under Federal awards. Among such conditions are the following:

(i) Allowable activities. Charges to Federal awards may include reasonable amounts for activities contributing and directly related to work under an agreement, such as delivering special lectures about specific aspects of the ongoing activity, writing reports and articles, developing and maintaining protocols (human, animals, etc.), managing substances/chemicals, managing and securing project-specific data, coordinating research subjects, participating in appropriate seminars, consulting with colleagues and graduate students, and attending meetings and conferences.

(ii) Incidental activities. Incidental activities for which supplemental compensation is allowable under written institutional policy (at a rate not to exceed institutional base salary) need not be included in the records described in paragraph (i) of this section to directly charge payments of incidental activities, such activities must either be specifically provided for in the Federal award budget or receive prior written approval by the Federal awarding agency.

(2) *Salary basis.* Charges for work performed on Federal awards by faculty members during the academic year are allowable at the IBS rate. Except as noted in paragraph (h)(1)(ii) of this section, in no event will charges to Federal awards, irrespective of the basis of computation, exceed the proportionate share of the IBS for that period. This principle applies to all members of faculty at an institution. IBS is defined as the annual compensation paid by an IHE for an individual's appointment, whether that individual's time is spent on research, instruction, administration, or other activities. IBS excludes any income that an individual earns outside of duties performed for the IHE. Unless there is prior approval by the Federal awarding agency, charges of a faculty member's salary to a Federal award must not exceed the proportionate share of the IBS for the period during which the faculty member worked on the award.

(3) *Intra-Institution of Higher Education (IHE) consulting.* Intra-IHE consulting by faculty should be undertaken as an IHE responsibility requiring no compensation in addition to IBS. However, in unusual cases where consultation is across departmental lines or involves a separate or remote operation, and the work performed by the faculty member is in addition to his or her regular responsibilities, any charges for such work representing additional compensation above IBS are allowable provided that such consulting arrangements are specifically provided for in the Federal award or approved in writing by the Federal awarding agency.

(4) Extra Service Pay normally represents overload compensation, subject to institutional compensation policies for services above and beyond IBS. Where extra service pay is a result of Intra-IHE consulting, it is subject to the same requirements of paragraph (b) above. It is allowable if all of the following conditions are met:

(i) The non-Federal entity establishes consistent written policies which apply uniformly to all faculty members, not just those working on Federal awards.

(ii) The non-Federal entity establishes a consistent written definition of work covered by IBS which is specific enough to determine conclusively when work beyond that level has occurred. This may be described in appointment letters or other documentations.

(iii) The supplementation amount paid is commensurate with the IBS rate of pay and the amount of additional work performed. See paragraph (h)(2) of this section.

(iv) The salaries, as supplemented, fall within the salary structure and pay ranges established by and documented in writing or otherwise applicable to the non-Federal entity.

(v) The total salaries charged to Federal awards including extra service pay are subject to the Standards of Documentation as described in paragraph (i) of this section.

(5) *Periods outside the academic year.*
(i) Except as specified for teaching activity in paragraph (h)(5)(ii) of this section, charges for work performed by faculty members on Federal awards

during periods not included in the base salary period will be at a rate not in excess of the IBS.

(ii) Charges for teaching activities performed by faculty members on Federal awards during periods not included in IBS period will be based on the normal written policy of the IHE governing compensation to faculty members for teaching assignments during such periods.

(6) *Part-time faculty.* Charges for work performed on Federal awards by faculty members having only part-time appointments will be determined at a rate not in excess of that regularly paid for part-time assignments.

(7) *Sabbatical leave costs.* Rules for sabbatical leave are as follow:

(i) Costs of leaves of absence by employees for performance of graduate work or sabbatical study, travel, or research are allowable provided the IHE has a uniform written policy on sabbatical leave for persons engaged in instruction and persons engaged in research. Such costs will be allocated on an equitable basis among all related activities of the IHE.

(ii) Where sabbatical leave is included in fringe benefits for which a cost is determined for assessment as a direct charge, the aggregate amount of such assessments applicable to all work of the institution during the base period must be reasonable in relation to the IHE's actual experience under its sabbatical leave policy.

(8) *Salary rates for non-faculty members.* Non-faculty full-time professional personnel may also earn "extra service pay" in accordance with the non-Federal entity's written policy and consistent with paragraph (h)(1)(i) of this section.

(i) *Standards for Documentation of Personnel Expenses* (1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

(i) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

(ii) Be incorporated into the official records of the non-Federal entity;

(iii) Reasonably reflect the total activity for which the employee is com-

pensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS);

(iv) Encompass federally-assisted and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy;

(v) Comply with the established accounting policies and practices of the non-Federal entity (See paragraph (h)(1)(ii) above for treatment of incidental work for IHEs.); and

(vi) [Reserved]

(vii) Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

(viii) Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes, provided that:

(A) The system for establishing the estimates produces reasonable approximations of the activity actually performed;

(B) Significant changes in the corresponding work activity (as defined by the non-Federal entity's written policies) are identified and entered into the records in a timely manner. Short term (such as one or two months) fluctuation between workload categories need not be considered as long as the distribution of salaries and wages is reasonable over the longer term; and

(C) The non-Federal entity's system of internal controls includes processes to review after-the-fact interim charges made to a Federal award based on budget estimates. All necessary adjustment must be made such that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

(ix) Because practices vary as to the activity constituting a full workload (for IHEs, IBS), records may reflect

categories of activities expressed as a percentage distribution of total activities.

(x) It is recognized that teaching, research, service, and administration are often inextricably intermingled in an academic setting. When recording salaries and wages charged to Federal awards for IHEs, a precise assessment of factors that contribute to costs is therefore not always feasible, nor is it expected.

(2) For records which meet the standards required in paragraph (i)(1) of this section, the non-Federal entity will not be required to provide additional support or documentation for the work performed, other than that referenced in paragraph (i)(3) of this section.

(3) In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.

(4) Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

(5) For states, local governments and Indian tribes, substitute processes or systems for allocating salaries and wages to Federal awards may be used in place of or in addition to the records described in paragraph (1) if approved by the cognizant agency for indirect cost. Such systems may include, but are not limited to, random moment sampling, “rolling” time studies, case counts, or other quantifiable measures of work performed.

(i) Substitute systems which use sampling methods (primarily for Temporary Assistance for Needy Families (TANF), the Supplemental Nutrition Assistance Program (SNAP), Medicaid, and other public assistance programs) must meet acceptable statistical sampling standards including:

(A) The sampling universe must include all of the employees whose salaries and wages are to be allocated based on sample results except as pro-

vided in paragraph (i)(5)(iii) of this section;

(B) The entire time period involved must be covered by the sample; and

(C) The results must be statistically valid and applied to the period being sampled.

(ii) Allocating charges for the sampled employees’ supervisors, clerical and support staffs, based on the results of the sampled employees, will be acceptable.

(iii) Less than full compliance with the statistical sampling standards noted in subsection (5)(i) may be accepted by the cognizant agency for indirect costs if it concludes that the amounts to be allocated to Federal awards will be minimal, or if it concludes that the system proposed by the non-Federal entity will result in lower costs to Federal awards than a system which complies with the standards.

(6) Cognizant agencies for indirect costs are encouraged to approve alternative proposals based on outcomes and milestones for program performance where these are clearly documented. Where approved by the Federal cognizant agency for indirect costs, these plans are acceptable as an alternative to the requirements of paragraph (i)(1) of this section.

(7) For Federal awards of similar purpose activity or instances of approved blended funding, a non-Federal entity may submit performance plans that incorporate funds from multiple Federal awards and account for their combined use based on performance-oriented metrics, provided that such plans are approved in advance by all involved Federal awarding agencies. In these instances, the non-Federal entity must submit a request for waiver of the requirements based on documentation that describes the method of charging costs, relates the charging of costs to the specific activity that is applicable to all fund sources, and is based on quantifiable measures of the activity in relation to time charged.

(8) For a non-Federal entity where the records do not meet the standards described in this section, the Federal

Government may require personnel activity reports, including prescribed certifications, or equivalent documentation that support the records as required in this section.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49565, Aug. 13, 2020]

§ 200.431 Compensation—fringe benefits.

(a) *General.* Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity.

(b) *Leave.* The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

(1) They are provided under established written leave policies;

(2) The costs are equitably allocated to all related activities, including Federal awards; and,

(3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

(i) When a non-Federal entity uses the cash basis of accounting, the cost of leave is recognized in the period that the leave is taken and paid for. Payments for unused leave when an employee retires or terminates employment are allowable in the year of payment.

(ii) The accrual basis may be only used for those types of leave for which a liability as defined by GAAP exists when the leave is earned. When a non-Federal entity uses the accrual basis of

accounting, allowable leave costs are the lesser of the amount accrued or funded.

(c) *Fringe benefits.* The cost of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in § 200.447); pension plan costs (see paragraph (i) of this section); and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits, must be allocated to Federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such Federal awards and other activities, and charged as direct or indirect costs in accordance with the non-Federal entity's accounting practices.

(d) *Cost objectives.* Fringe benefits may be assigned to cost objectives by identifying specific benefits to specific individual employees or by allocating on the basis of entity-wide salaries and wages of the employees receiving the benefits. When the allocation method is used, separate allocations must be made to selective groupings of employees, unless the non-Federal entity demonstrates that costs in relationship to salaries and wages do not differ significantly for different groups of employees.

(e) *Insurance.* See also § 200.447(d)(1) and (2).

(1) Provisions for a reserve under a self-insurance program for unemployment compensation or workers' compensation are allowable to the extent that the provisions represent reasonable estimates of the liabilities for such compensation, and the types of coverage, extent of coverage, and rates and premiums would have been allowable had insurance been purchased to cover the risks. However, provisions for self-insured liabilities which do not become payable for more than one year after the provision is made must not exceed the present value of the liability.

(2) Costs of insurance on the lives of trustees, officers, or other employees

holding positions of similar responsibility are allowable only to the extent that the insurance represents additional compensation. The costs of such insurance when the non-Federal entity is named as beneficiary are unallowable.

(3) Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (*e.g.*, post-retirement health benefits), are allowable in the year of payment provided that the non-Federal entity follows a consistent costing policy.

(f) *Automobiles.* That portion of automobile costs furnished by the non-Federal entity that relates to personal use by employees (including transportation to and from work) is unallowable as fringe benefit or indirect (F&A) costs regardless of whether the cost is reported as taxable income to the employees.

(g) *Pension plan costs.* Pension plan costs which are incurred in accordance with the established policies of the non-Federal entity are allowable, provided that:

(1) Such policies meet the test of reasonableness.

(2) The methods of cost allocation are not discriminatory.

(3) Except for State and Local Governments, the cost assigned to each fiscal year should be determined in accordance with GAAP.

(4) The costs assigned to a given fiscal year are funded for all plan participants within six months after the end of that year. However, increases to normal and past service pension costs caused by a delay in funding the actuarial liability beyond 30 calendar days after each quarter of the year to which such costs are assignable are unallowable. Non-Federal entity may elect to follow the "Cost Accounting Standard for Composition and Measurement of Pension Costs" (48 CFR 9904.412).

(5) Pension plan termination insurance premiums paid pursuant to the Employee Retirement Income Security Act (ERISA) of 1974 (29 U.S.C. 1301–1461) are allowable. Late payment charges on such premiums are unallowable. Excise taxes on accumulated funding defi-

ciencies and other penalties imposed under ERISA are unallowable.

(6) Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the non-Federal entity.

(i) For pension plans financed on a pay-as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.

(ii) Pension costs calculated using an actuarial cost-based method recognized by GAAP are allowable for a given fiscal year if they are funded for that year within six months after the end of that year. Costs funded after the six-month period (or a later period agreed to by the cognizant agency for indirect costs) are allowable in the year funded. The cognizant agency for indirect costs may agree to an extension of the six-month period if an appropriate adjustment is made to compensate for the timing of the charges to the Federal Government and related Federal reimbursement and the non-Federal entity's contribution to the pension fund. Adjustments may be made by cash refund or other equitable procedures to compensate the Federal Government for the time value of Federal reimbursements in excess of contributions to the pension fund.

(iii) Amounts funded by the non-Federal entity in excess of the actuarially determined amount for a fiscal year may be used as the non-Federal entity's contribution in future periods.

(iv) When a non-Federal entity converts to an acceptable actuarial cost method, as defined by GAAP, and funds pension costs in accordance with this method, the unfunded liability at the time of conversion is allowable if amortized over a period of years in accordance with GAAP.

(v) The Federal Government must receive an equitable share of any previously allowed pension costs (including earnings thereon) which revert or inure to the non-Federal entity in the form of a refund, withdrawal, or other credit.

(h) *Post-retirement health.* Post-retirement health plans (PRHP) refers to costs of health insurance or health services not included in a pension plan

covered by paragraph (g) of this section for retirees and their spouses, dependents, and survivors. PRHP costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the non-Federal entity.

(1) For PRHP financed on a pay-as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.

(2) PRHP costs calculated using an actuarial cost method recognized by GAAP are allowable if they are funded for that year within six months after the end of that year. Costs funded after the six-month period (or a later period agreed to by the cognizant agency) are allowable in the year funded. The Federal cognizant agency for indirect costs may agree to an extension of the six-month period if an appropriate adjustment is made to compensate for the timing of the charges to the Federal Government and related Federal reimbursements and the non-Federal entity's contributions to the PRHP fund. Adjustments may be made by cash refund, reduction in current year's PRHP costs, or other equitable procedures to compensate the Federal Government for the time value of Federal reimbursements in excess of contributions to the PRHP fund.

(3) Amounts funded in excess of the actuarially determined amount for a fiscal year may be used as the non-Federal entity contribution in a future period.

(4) When a non-Federal entity converts to an acceptable actuarial cost method and funds PRHP costs in accordance with this method, the initial unfunded liability attributable to prior years is allowable if amortized over a period of years in accordance with GAAP, or, if no such GAAP period exists, over a period negotiated with the cognizant agency for indirect costs.

(5) To be allowable in the current year, the PRHP costs must be paid either to:

(i) An insurer or other benefit provider as current year costs or premiums, or

(ii) An insurer or trustee to maintain a trust fund or reserve for the sole pur-

pose of providing post-retirement benefits to retirees and other beneficiaries.

(6) The Federal Government must receive an equitable share of any amounts of previously allowed post-retirement benefit costs (including earnings thereon) which revert or inure to the non-Federal entity in the form of a refund, withdrawal, or other credit.

(i) *Severance pay.* (1) Severance pay, also commonly referred to as dismissal wages, is a payment in addition to regular salaries and wages, by non-Federal entities to workers whose employment is being terminated. Costs of severance pay are allowable only to the extent that in each case, it is required by

(i) Law;

(ii) Employer-employee agreement;

(iii) Established policy that constitutes, in effect, an implied agreement on the non-Federal entity's part; or

(iv) Circumstances of the particular employment.

(2) Costs of severance payments are divided into two categories as follows:

(i) Actual normal turnover severance payments must be allocated to all activities; or, where the non-Federal entity provides for a reserve for normal severances, such method will be acceptable if the charge to current operations is reasonable in light of payments actually made for normal severances over a representative past period, and if amounts charged are allocated to all activities of the non-Federal entity.

(ii) Measurement of costs of abnormal or mass severance pay by means of an accrual will not achieve equity to both parties. Thus, accruals for this purpose are not allowable. However, the Federal Government recognizes its responsibility to participate, to the extent of its fair share, in any specific payment. Prior approval by the Federal awarding agency or cognizant agency for indirect cost, as appropriate, is required.

(3) Costs incurred in certain severance pay packages which are in an amount in excess of the normal severance pay paid by the non-Federal entity to an employee upon termination of employment and are paid to the employee contingent upon a change in

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management control over, or ownership of, the non-Federal entity's assets, are unallowable.

(4) Severance payments to foreign nationals employed by the non-Federal entity outside the United States, to the extent that the amount exceeds the customary or prevailing practices for the non-Federal entity in the United States, are unallowable, unless they are necessary for the performance of Federal programs and approved by the Federal awarding agency.

(5) Severance payments to foreign nationals employed by the non-Federal entity outside the United States due to the termination of the foreign national as a result of the closing of, or curtailment of activities by, the non-Federal entity in that country, are unallowable, unless they are necessary for the performance of Federal programs and approved by the Federal awarding agency.

(j) *For IHEs only.* (1) Fringe benefits in the form of undergraduate and graduate tuition or remission of tuition for individual employees are allowable, provided such benefits are granted in accordance with established non-Federal entity policies, and are distributed to all non-Federal entity activities on an equitable basis. Tuition benefits for family members other than the employee are unallowable.

(2) Fringe benefits in the form of tuition or remission of tuition for individual employees not employed by IHEs are limited to the tax-free amount allowed per section 127 of the Internal Revenue Code as amended.

(3) IHEs may offer employees tuition waivers or tuition reductions, provided that the benefit does not discriminate in favor of highly compensated employees. Employees can exercise these benefits at other institutions according to institutional policy. See § 200.466, for treatment of tuition remission provided to students.

(k) *Fringe benefit programs and other benefit costs.* For IHEs whose costs are paid by state or local governments, fringe benefit programs (such as pension costs and FICA) and any other benefits costs specifically incurred on behalf of, and in direct benefit to, the non-Federal entity, are allowable costs of such non-Federal entities whether or

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not these costs are recorded in the accounting records of the non-Federal entities, subject to the following:

(1) The costs meet the requirements of Basic Considerations in §§ 200.402 through 200.411;

(2) The costs are properly supported by approved cost allocation plans in accordance with applicable Federal cost accounting principles; and

(3) The costs are not otherwise borne directly or indirectly by the Federal Government.

[85 FR 49565, Aug. 13, 2020]

§ 200.432 Conferences.

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award. The Federal awarding agency may authorize exceptions where appropriate for programs including Indian tribes, children, and the elderly. See also §§ 200.438, 200.456, and 200.475.

[85 FR 49567, Aug. 13, 2020]

§ 200.433 Contingency provisions.

(a) Contingency is that part of a budget estimate of future costs (typically of large construction projects, IT systems, or other items as approved by the Federal awarding agency) which is associated with possible events or conditions arising from causes the precise outcome of which is indeterminable at

the time of estimate, and that experience shows will likely result, in aggregate, in additional costs for the approved activity or project. Amounts for major project scope changes, unforeseen risks, or extraordinary events may not be included.

(b) It is permissible for contingency amounts other than those excluded in paragraph (a) of this section to be explicitly included in budget estimates, to the extent they are necessary to improve the precision of those estimates. Amounts must be estimated using broadly-accepted cost estimating methodologies, specified in the budget documentation of the Federal award, and accepted by the Federal awarding agency. As such, contingency amounts are to be included in the Federal award. In order for actual costs incurred to be allowable, they must comply with the cost principles and other requirements in this part (see also §§200.300 and 200.403 of this part); be necessary and reasonable for proper and efficient accomplishment of project or program objectives, and be verifiable from the non-Federal entity's records.

(c) Payments made by the Federal awarding agency to the non-Federal entity's "contingency reserve" or any similar payment made for events the occurrence of which cannot be foretold with certainty as to the time or intensity, or with an assurance of their happening, are unallowable, except as noted in §§200.431 and 200.447.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49567, Aug. 13, 2020]

§ 200.434 Contributions and donations.

(a) Costs of contributions and donations, including cash, property, and services, from the non-Federal entity to other entities, are unallowable.

(b) The value of services and property donated to the non-Federal entity may not be charged to the Federal award either as a direct or indirect (F&A) cost. The value of donated services and property may be used to meet cost sharing or matching requirements (see §200.306). Depreciation on donated assets is permitted in accordance with §200.436, as long as the donated prop-

erty is not counted towards cost sharing or matching requirements.

(c) Services donated or volunteered to the non-Federal entity may be furnished to a non-Federal entity by professional and technical personnel, consultants, and other skilled and unskilled labor. The value of these services may not be charged to the Federal award either as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing or matching requirements in accordance with the provisions of §200.306.

(d) To the extent feasible, services donated to the non-Federal entity will be supported by the same methods used to support the allocability of regular personnel services.

(e) The following provisions apply to nonprofit organizations. The value of services donated to the nonprofit organization utilized in the performance of a direct cost activity must be considered in the determination of the non-Federal entity's indirect cost rate(s) and, accordingly, must be allocated a proportionate share of applicable indirect costs when the following circumstances exist:

(1) The aggregate value of the services is material;

(2) The services are supported by a significant amount of the indirect costs incurred by the non-Federal entity;

(i) In those instances where there is no basis for determining the fair market value of the services rendered, the non-Federal entity and the cognizant agency for indirect costs must negotiate an appropriate allocation of indirect cost to the services.

(ii) Where donated services directly benefit a project supported by the Federal award, the indirect costs allocated to the services will be considered as a part of the total costs of the project. Such indirect costs may be reimbursed under the Federal award or used to meet cost sharing or matching requirements.

(f) Fair market value of donated services must be computed as described in §200.306.

(g) Personal Property and Use of Space.

(1) Donated personal property and use of space may be furnished to a non-Federal entity. The value of the personal property and space may not be charged to the Federal award either as a direct or indirect cost.

(2) The value of the donations may be used to meet cost sharing or matching share requirements under the conditions described in § 200.300 of this part. The value of the donations must be determined in accordance with § 200.300. Where donations are treated as indirect costs, indirect cost rates will separate the value of the donations so that reimbursement will not be made.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49567, Aug. 13, 2020]

§ 200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.

(a) *Definitions for the purposes of this section.* (1) *Conviction* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon verdict or a plea, including a conviction due to a plea of *nolo contendere*.

(2) *Costs* include the services of in-house or private counsel, accountants, consultants, or others engaged to assist the non-Federal entity before, during, and after commencement of a judicial or administrative proceeding, that bear a direct relationship to the proceeding.

(3) *Fraud* means:

(i) Acts of fraud or corruption or attempts to defraud the Federal Government or to corrupt its agents,

(ii) Acts that constitute a cause for debarment or suspension (as specified in agency regulations), and

(iii) Acts which violate the False Claims Act (31 U.S.C. 3729–3732) or the Anti-kickback Act (41 U.S.C. 1320a–7b(b)).

(4) *Penalty* does not include restitution, reimbursement, or compensatory damages.

(5) *Proceeding* includes an investigation.

(b) *Costs.* (1) Except as otherwise described herein, costs incurred in connection with any criminal, civil or administrative proceeding (including fil-

ing of a false certification) commenced by the Federal Government, a state, local government, or foreign government, or joined by the Federal Government (including a proceeding under the False Claims Act), against the non-Federal entity, (or commenced by third parties or a current or former employee of the non-Federal entity who submits a whistleblower complaint of reprisal in accordance with 10 U.S.C. 2409 or 41 U.S.C. 4712), are not allowable if the proceeding:

(i) Relates to a violation of, or failure to comply with, a Federal, state, local or foreign statute, regulation or the terms and conditions of the Federal award, by the non-Federal entity (including its agents and employees); and

(ii) Results in any of the following dispositions:

(A) In a criminal proceeding, a conviction.

(B) In a civil or administrative proceeding involving an allegation of fraud or similar misconduct, a determination of non-Federal entity liability.

(C) In the case of any civil or administrative proceeding, the disallowance of costs or the imposition of a monetary penalty, or an order issued by the Federal awarding agency head or delegate to the non-Federal entity to take corrective action under 10 U.S.C. 2409 or 41 U.S.C. 4712.

(D) A final decision by an appropriate Federal official to debar or suspend the non-Federal entity, to rescind or void a Federal award, or to terminate a Federal award by reason of a violation or failure to comply with a statute, regulation, or the terms and conditions of the Federal award.

(E) A disposition by consent or compromise, if the action could have resulted in any of the dispositions described in paragraphs (b)(1)(i)(A) through (D) of this section.

(2) If more than one proceeding involves the same alleged misconduct, the costs of all such proceedings are unallowable if any results in one of the dispositions shown in paragraph (b) of this section.

(c) If a proceeding referred to in paragraph (b) of this section is commenced

by the Federal Government and is resolved by consent or compromise pursuant to an agreement by the non-Federal entity and the Federal Government, then the costs incurred may be allowed to the extent specifically provided in such agreement.

(d) If a proceeding referred to in paragraph (b) of this section is commenced by a state, local or foreign government, the authorized Federal official may allow the costs incurred if such authorized official determines that the costs were incurred as a result of:

(1) A specific term or condition of the Federal award, or

(2) Specific written direction of an authorized official of the Federal awarding agency.

(e) Costs incurred in connection with proceedings described in paragraph (b) of this section, which are not made unallowable by that subsection, may be allowed but only to the extent that:

(1) The costs are reasonable and necessary in relation to the administration of the Federal award and activities required to deal with the proceeding and the underlying cause of action;

(2) Payment of the reasonable, necessary, allocable and otherwise allowable costs incurred is not prohibited by any other provision(s) of the Federal award;

(3) The costs are not recovered from the Federal Government or a third party, either directly as a result of the proceeding or otherwise; and,

(4) An authorized Federal official must determine the percentage of costs allowed considering the complexity of litigation, generally accepted principles governing the award of legal fees in civil actions involving the United States, and such other factors as may be appropriate. Such percentage must not exceed 80 percent. However, if an agreement reached under paragraph (c) of this section has explicitly considered this 80 percent limitation and permitted a higher percentage, then the full amount of costs resulting from that agreement are allowable.

(f) Costs incurred by the non-Federal entity in connection with the defense of suits brought by its employees or ex-employees under section 2 of the Major Fraud Act of 1988 (18 U.S.C. 1031), in-

cluding the cost of all relief necessary to make such employee whole, where the non-Federal entity was found liable or settled, are unallowable.

(g) Costs of prosecution of claims against the Federal Government, including appeals of final Federal agency decisions, are unallowable.

(h) Costs of legal, accounting, and consultant services, and related costs, incurred in connection with patent infringement litigation, are unallowable unless otherwise provided for in the Federal award.

(i) Costs which may be unallowable under this section, including directly associated costs, must be segregated and accounted for separately. During the pendency of any proceeding covered by paragraphs (b) and (f) of this section, the Federal Government must generally withhold payment of such costs. However, if in its best interests, the Federal Government may provide for conditional payment upon provision of adequate security, or other adequate assurance, and agreement to repay all unallowable costs, plus interest, if the costs are subsequently determined to be unallowable.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014]

§ 200.436 Depreciation.

(a) Depreciation is the method for allocating the cost of fixed assets to periods benefitting from asset use. The non-Federal entity may be compensated for the use of its buildings, capital improvements, equipment, and software projects capitalized in accordance with GAAP, provided that they are used, needed in the non-Federal entity's activities, and properly allocated to Federal awards. Such compensation must be made by computing depreciation.

(b) The allocation for depreciation must be made in accordance with Appendices III through IX.

(c) Depreciation is computed applying the following rules. The computation of depreciation must be based on the acquisition cost of the assets involved. For an asset donated to the non-Federal entity by a third party, its

fair market value at the time of the donation must be considered as the acquisition cost. Such assets may be depreciated or claimed as matching but not both. For the computation of depreciation, the acquisition cost will exclude:

- (1) The cost of land;
- (2) Any portion of the cost of buildings and equipment borne by or donated by the Federal Government, irrespective of where title was originally vested or where it is presently located;
- (3) Any portion of the cost of buildings and equipment contributed by or for the non-Federal entity that are already claimed as matching or where law or agreement prohibits recovery;
- (4) Any asset acquired solely for the performance of a non-Federal award; and
- (d) When computing depreciation charges, the following must be observed:

(1) The period of useful service or useful life established in each case for usable capital assets must take into consideration such factors as type of construction, nature of the equipment, technological developments in the particular area, historical data, and the renewal and replacement policies followed for the individual items or classes of assets involved.

(2) The depreciation method used to charge the cost of an asset (or group of assets) to accounting periods must reflect the pattern of consumption of the asset during its useful life. In the absence of clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portions than in the later portions of its useful life, the straight-line method must be presumed to be the appropriate method. Depreciation methods once used may not be changed unless approved in advance by the cognizant agency. The depreciation methods used to calculate the depreciation amounts for indirect (F&A) rate purposes must be the same methods used by the non-Federal entity for its financial statements.

(3) The entire building, including the shell and all components, may be treated as a single asset and depreciated over a single useful life. A building may also be divided into multiple components. Each component item may

then be depreciated over its estimated useful life. The building components must be grouped into three general components of a building: building shell (including construction and design costs), building services systems (e.g., elevators, HVAC, plumbing system and heating and air-conditioning system) and fixed equipment (e.g., sterilizers, casework, fume hoods, cold rooms and glassware/washers). In exceptional cases, a cognizant agency may authorize a non-Federal entity to use more than these three groupings. When a non-Federal entity elects to depreciate its buildings by its components, the same depreciation methods must be used for indirect (F&A) purposes and financial statements purposes, as described in paragraphs (d)(1) and (2) of this section.

(4) No depreciation may be allowed on any assets that have outlived their depreciable lives.

(5) Where the depreciation method is introduced to replace the use allowance method, depreciation must be computed as if the asset had been depreciated over its entire life (i.e., from the date the asset was acquired and ready for use to the date of disposal or withdrawal from service). The total amount of use allowance and depreciation for an asset (including imputed depreciation applicable to periods prior to the conversion from the use allowance method as well as depreciation after the conversion) may not exceed the total acquisition cost of the asset.

(e) Charges for depreciation must be supported by adequate property records, and physical inventories must be taken at least once every two years to ensure that the assets exist and are usable, used, and needed. Statistical sampling techniques may be used in taking these inventories. In addition, adequate depreciation records showing the amount of depreciation must be maintained.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49568, Aug. 13, 2020]

§ 200.437 Employee health and welfare costs.

(a) Costs incurred in accordance with the non-Federal entity's documented

policies for the improvement of working conditions, employer-employee relations, employee health, and employee performance are allowable.

(b) Such costs will be equitably apportioned to all activities of the non-Federal entity. Income generated from any of these activities will be credited to the cost thereof unless such income has been irrevocably sent to employee welfare organizations.

(c) Losses resulting from operating food services are allowable only if the non-Federal entity's objective is to operate such services on a break-even basis. Losses sustained because of operating objectives other than the above are allowable only:

(1) Where the non-Federal entity can demonstrate unusual circumstances; and

(2) With the approval of the cognizant agency for indirect costs.

§ 200.438 Entertainment costs.

Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with prior written approval of the Federal awarding agency.

§ 200.439 Equipment and other capital expenditures.

(a) See § 200.1 for the definitions of *capital expenditures*, *equipment*, *special purpose equipment*, *general purpose equipment*, *acquisition cost*, and *capital assets*.

(b) The following rules of allowability must apply to equipment and other capital expenditures:

(1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.

(2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.

(3) Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity. See § 200.436, for rules on the allowability of depreciation on buildings, capital improvements, and equipment. See also § 200.465.

(4) When approved as a direct charge pursuant to paragraphs (b)(1) through (3) of this section, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

(5) The unamortized portion of any equipment written off as a result of a change in capitalization levels may be recovered by continuing to claim the otherwise allowable depreciation on the equipment, or by amortizing the amount to be written off over a period of years negotiated with the Federal cognizant agency for indirect cost.

(6) Cost of equipment disposal. If the non-Federal entity is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment the costs of such disposal or transfer are allowable.

(7) Equipment and other capital expenditures are unallowable as indirect costs. See § 200.436.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49568, Aug. 13, 2020]

§ 200.440 Exchange rates.

(a) Cost increases for fluctuations in exchange rates are allowable costs subject to the availability of funding. Prior approval of exchange rate fluctuations is required only when the change results in the need for additional Federal funding, or the increased costs result in the need to significantly reduce the scope of the project. The Federal awarding agency must however ensure that adequate funds are available to cover currency fluctuations in order to avoid a violation of the Anti-Deficiency Act.

(b) The non-Federal entity is required to make reviews of local currency gains to determine the need for

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additional federal funding before the expiration date of the Federal award. Subsequent adjustments for currency increases may be allowable only when the non-Federal entity provides the Federal awarding agency with adequate source documentation from a commonly used source in effect at the time the expense was made, and to the extent that sufficient Federal funds are available.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014]

§ 200.441 Fines, penalties, damages and other settlements.

Costs resulting from non-Federal entity violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with prior written approval of the Federal awarding agency. See also § 200.435.

[85 FR 49568, Aug. 13, 2020]

§ 200.442 Fund raising and investment management costs.

(a) Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable. Fund raising costs for the purposes of meeting the Federal program objectives are allowable with prior written approval from the Federal awarding agency. Proposal costs are covered in § 200.460.

(b) Costs of investment counsel and staff and similar expenses incurred to enhance income from investments are unallowable except when associated with investments covering pension, self-insurance, or other funds which include Federal participation allowed by this part.

(c) Costs related to the physical custody and control of monies and securities are allowable.

(d) Both allowable and unallowable fund-raising and investment activities must be allocated as an appropriate share of indirect costs under the conditions described in § 200.413.

[85 FR 49568, Aug. 13, 2020]

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§ 200.443 Gains and losses on disposition of depreciable assets.

(a) Gains and losses on the sale, retirement, or other disposition of depreciable property must be included in the year in which they occur as credits or charges to the asset cost grouping(s) in which the property was included. The amount of the gain or loss to be included as a credit or charge to the appropriate asset cost grouping(s) is the difference between the amount realized on the property and the undepreciated basis of the property.

(b) Gains and losses from the disposition of depreciable property must not be recognized as a separate credit or charge under the following conditions:

(1) The gain or loss is processed through a depreciation account and is reflected in the depreciation allowable under §§ 200.436 and 200.439.

(2) The property is given in exchange as part of the purchase price of a similar item and the gain or loss is taken into account in determining the depreciation cost basis of the new item.

(3) A loss results from the failure to maintain permissible insurance, except as otherwise provided in § 200.447.

(4) Compensation for the use of the property was provided through use allowances in lieu of depreciation.

(5) Gains and losses arising from mass or extraordinary sales, retirements, or other dispositions must be considered on a case-by-case basis.

(c) Gains or losses of any nature arising from the sale or exchange of property other than the property covered in paragraph (a) of this section, e.g., land, must be excluded in computing Federal award costs.

(d) When assets acquired with Federal funds, in part or wholly, are disposed of, the distribution of the proceeds must be made in accordance with §§ 200.310 through 200.316 of this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49568, Aug. 13, 2020]

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475). Unallowable costs include:

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(1) Salaries and expenses of the Office of the Governor of a state or the chief executive of a local government or the chief executive of an Indian tribe;

(2) Salaries and other expenses of a state legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;

(3) Costs of the judicial branch of a government;

(4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in § 200.435); and

(5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For Indian tribes and Councils of Governments (COGs) (see definition for *Local government* in § 200.1 of this part), up to 50% of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49568, Aug. 13, 2020]

§ 200.445 Goods or services for personal use.

(a) Costs of goods or services for personal use of the non-Federal entity's employees are unallowable regardless of whether the cost is reported as taxable income to the employees.

(b) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses are only allowable as direct costs regardless of whether reported as taxable income to the employees. In addition, to be allowable direct costs must be approved in advance by a Federal awarding agency.

§ 200.446 Idle facilities and idle capacity.

(a) As used in this section the following terms have the meanings set forth in this section:

(1) Facilities means land and buildings or any portion thereof, equipment individually or collectively, or any other tangible capital asset, wherever located, and whether owned or leased by the non-Federal entity.

(2) Idle facilities means completely unused facilities that are excess to the non-Federal entity's current needs.

(3) Idle capacity means the unused capacity of partially used facilities. It is the difference between:

(i) That which a facility could achieve under 100 percent operating time on a one-shift basis less operating interruptions resulting from time lost for repairs, setups, unsatisfactory materials, and other normal delays and;

(ii) The extent to which the facility was actually used to meet demands during the accounting period. A multi-shift basis should be used if it can be shown that this amount of usage would normally be expected for the type of facility involved.

(4) Cost of idle facilities or idle capacity means costs such as maintenance, repair, housing, rent, and other related costs, e.g., insurance, interest, and depreciation. These costs could include the costs of idle public safety emergency facilities, telecommunications, or information technology system capacity that is built to withstand major fluctuations in load, e.g., consolidated data centers.

(b) The costs of idle facilities are unallowable except to the extent that:

(1) They are necessary to meet workload requirements which may fluctuate and are allocated appropriately to all benefiting programs; or

(2) Although not necessary to meet fluctuations in workload, they were necessary when acquired and are now idle because of changes in program requirements, efforts to achieve more economical operations, reorganization, termination, or other causes which could not have been reasonably foreseen. Under the exception stated in this subsection, costs of idle facilities are allowable for a reasonable period of time, ordinarily not to exceed one

year, depending on the initiative taken to use, lease, or dispose of such facilities.

(c) The costs of idle capacity are normal costs of doing business and are a factor in the normal fluctuations of usage or indirect cost rates from period to period. Such costs are allowable, provided that the capacity is reasonably anticipated to be necessary to carry out the purpose of the Federal award or was originally reasonable and is not subject to reduction or elimination by use on other Federal awards, subletting, renting, or sale, in accordance with sound business, economic, or security practices. Widespread idle capacity throughout an entire facility or among a group of assets having substantially the same function may be considered idle facilities.

§ 200.447 Insurance and indemnification.

(a) Costs of insurance required or approved and maintained, pursuant to the Federal award, are allowable.

(b) Costs of other insurance in connection with the general conduct of activities are allowable subject to the following limitations:

(1) Types and extent and cost of coverage are in accordance with the non-Federal entity's policy and sound business practice.

(2) Costs of insurance or of contributions to any reserve covering the risk of loss of, or damage to, Federal Government property are unallowable except to the extent that the Federal awarding agency has specifically required or approved such costs.

(3) Costs allowed for business interruption or other similar insurance must exclude coverage of management fees.

(4) Costs of insurance on the lives of trustees, officers, or other employees holding positions of similar responsibilities are allowable only to the extent that the insurance represents additional compensation (see § 200.431). The cost of such insurance when the non-Federal entity is identified as the beneficiary is unallowable.

(5) Insurance against defects. Costs of insurance with respect to any costs incurred to correct defects in the non-

Federal entity's materials or workmanship are unallowable.

(6) Medical liability (malpractice) insurance. Medical liability insurance is an allowable cost of Federal research programs only to the extent that the Federal research programs involve human subjects or training of participants in research techniques. Medical liability insurance costs must be treated as a direct cost and must be assigned to individual projects based on the manner in which the insurer allocates the risk to the population covered by the insurance.

(c) Actual losses which could have been covered by permissible insurance (through a self-insurance program or otherwise) are unallowable, unless expressly provided for in the Federal award. However, costs incurred because of losses not covered under nominal deductible insurance coverage provided in keeping with sound management practice, and minor losses not covered by insurance, such as spoilage, breakage, and disappearance of small hand tools, which occur in the ordinary course of operations, are allowable.

(d) Contributions to a reserve for certain self-insurance programs including workers' compensation, unemployment compensation, and severance pay are allowable subject to the following provisions:

(1) The type of coverage and the extent of coverage and the rates and premiums would have been allowed had insurance (including reinsurance) been purchased to cover the risks. However, provision for known or reasonably estimated self-insured liabilities, which do not become payable for more than one year after the provision is made, must not exceed the discounted present value of the liability. The rate used for discounting the liability must be determined by giving consideration to such factors as the non-Federal entity's settlement rate for those liabilities and its investment rate of return.

(2) Earnings or investment income on reserves must be credited to those reserves.

(3)(i) Contributions to reserves must be based on sound actuarial principles using historical experience and reasonable assumptions. Reserve levels must

be analyzed and updated at least biennially for each major risk being insured and take into account any reinsurance, coinsurance, etc. Reserve levels related to employee-related coverages will normally be limited to the value of claims:

(A) Submitted and adjudicated but not paid;

(B) Submitted but not adjudicated; and

(C) Incurred but not submitted.

(ii) Reserve levels in excess of the amounts based on the above must be identified and justified in the cost allocation plan or indirect cost rate proposal.

(4) Accounting records, actuarial studies, and cost allocations (or billings) must recognize any significant differences due to types of insured risk and losses generated by the various insured activities or agencies of the non-Federal entity. If individual departments or agencies of the non-Federal entity experience significantly different levels of claims for a particular risk, those differences are to be recognized by the use of separate allocations or other techniques resulting in an equitable allocation.

(5) Whenever funds are transferred from a self-insurance reserve to other accounts (e.g., general fund or unrestricted account), refunds must be made to the Federal Government for its share of funds transferred, including earned or imputed interest from the date of transfer and debt interest, if applicable, chargeable in accordance with applicable Federal cognizant agency for indirect cost, claims collection regulations.

(e) Insurance refunds must be credited against insurance costs in the year the refund is received.

(f) Indemnification includes securing the non-Federal entity against liabilities to third persons and other losses not compensated by insurance or otherwise. The Federal Government is obligated to indemnify the non-Federal entity only to the extent expressly provided for in the Federal award, except as provided in paragraph (c) of this section.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49568, Aug. 13, 2020]

§ 200.448 Intellectual property.

(a) *Patent costs.* (1) The following costs related to securing patents and copyrights are allowable:

(i) Costs of preparing disclosures, reports, and other documents required by the Federal award, and of searching the art to the extent necessary to make such disclosures;

(ii) Costs of preparing documents and any other patent costs in connection with the filing and prosecution of a United States patent application where title or royalty-free license is required by the Federal Government to be conveyed to the Federal Government; and

(iii) General counseling services relating to patent and copyright matters, such as advice on patent and copyright laws, regulations, clauses, and employee intellectual property agreements (See also § 200.459).

(2) The following costs related to securing patents and copyrights are unallowable:

(i) Costs of preparing disclosures, reports, and other documents, and of searching the art to make disclosures not required by the Federal award;

(ii) Costs in connection with filing and prosecuting any foreign patent application, or any United States patent application, where the Federal award does not require conveying title or a royalty-free license to the Federal Government.

(b) *Royalties and other costs for use of patents and copyrights.* (1) Royalties on a patent or copyright or amortization of the cost of acquiring by purchase a copyright, patent, or rights thereto, necessary for the proper performance of the Federal award are allowable unless:

(i) The Federal Government already has a license or the right to free use of the patent or copyright.

(ii) The patent or copyright has been adjudicated to be invalid, or has been administratively determined to be invalid.

(iii) The patent or copyright is considered to be unenforceable.

(iv) The patent or copyright is expired.

(2) Special care should be exercised in determining reasonableness where the royalties may have been arrived at as a

result of less-than-arm's-length bargaining, such as:

(i) Royalties paid to persons, including corporations, affiliated with the non-Federal entity.

(ii) Royalties paid to unaffiliated parties, including corporations, under an agreement entered into in contemplation that a Federal award would be made.

(iii) Royalties paid under an agreement entered into after a Federal award is made to a non-Federal entity.

(3) In any case involving a patent or copyright formerly owned by the non-Federal entity, the amount of royalty allowed must not exceed the cost which would have been allowed had the non-Federal entity retained title thereto.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75886, Dec. 19, 2014; 85 FR 49569, Aug. 13, 2020]

§ 200.449 Interest.

(a) *General.* Costs incurred for interest on borrowed capital, temporary use of endowment funds, or the use of the non-Federal entity's own funds, however represented, are unallowable. Financing costs (including interest) to acquire, construct, or replace capital assets are allowable, subject to the conditions in this section.

(b) *Capital assets.* (1) Capital assets is defined as noted in § 200.1 of this part. An asset cost includes (as applicable) acquisition costs, construction costs, and other costs capitalized in accordance with GAAP.

(2) For non-Federal entity fiscal years beginning on or after January 1, 2016, intangible assets include patents and computer software. For software development projects, only interest attributable to the portion of the project costs capitalized in accordance with GAAP is allowable.

(c) *Conditions for all non-Federal entities.* (1) The non-Federal entity uses the capital assets in support of Federal awards;

(2) The allowable asset costs to acquire facilities and equipment are limited to a fair market value available to the non-Federal entity from an unrelated (arm's length) third party.

(3) The non-Federal entity obtains the financing via an arm's-length transaction (that is, a transaction with

an unrelated third party); or claims reimbursement of actual interest cost at a rate available via such a transaction.

(4) The non-Federal entity limits claims for Federal reimbursement of interest costs to the least expensive alternative. For example, a lease contract that transfers ownership by the end of the contract may be determined less costly than purchasing through other types of debt financing, in which case reimbursement must be limited to the amount of interest determined if leasing had been used.

(5) The non-Federal entity expenses or capitalizes allowable interest cost in accordance with GAAP.

(6) Earnings generated by the investment of borrowed funds pending their disbursement for the asset costs are used to offset the current period's allowable interest cost, whether that cost is expensed or capitalized. Earnings subject to being reported to the Federal Internal Revenue Service under arbitrage requirements are excludable.

(7) The following conditions must apply to debt arrangements over \$1 million to purchase or construct facilities, unless the non-Federal entity makes an initial equity contribution to the purchase of 25 percent or more. For this purpose, "initial equity contribution" means the amount or value of contributions made by the non-Federal entity for the acquisition of facilities prior to occupancy.

(i) The non-Federal entity must reduce claims for reimbursement of interest cost by an amount equal to imputed interest earnings on excess cash flow attributable to the portion of the facility used for Federal awards.

(ii) The non-Federal entity must impute interest on excess cash flow as follows:

(A) Annually, the non-Federal entity must prepare a cumulative (from the inception of the project) report of monthly cash inflows and outflows, regardless of the funding source. For this purpose, inflows consist of Federal reimbursement for depreciation, amortization of capitalized construction interest, and annual interest cost. Outflows consist of initial equity contributions, debt principal payments (less the

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pro-rata share attributable to the cost of land), and interest payments.

(B) To compute monthly cash inflows and outflows, the non-Federal entity must divide the annual amounts determined in step (i) by the number of months in the year (usually 12) that the building is in service.

(C) For any month in which cumulative cash inflows exceed cumulative outflows, interest must be calculated on the excess inflows for that month and be treated as a reduction to allowable interest cost. The rate of interest to be used must be the three-month Treasury bill closing rate as of the last business day of that month.

(8) Interest attributable to a fully depreciated asset is unallowable.

(d) Additional conditions for states, local governments and Indian tribes. For costs to be allowable, the non-Federal entity must have incurred the interest costs for buildings after October 1, 1980, or for land and equipment after September 1, 1995.

(1) The requirement to offset interest earned on borrowed funds against current allowable interest cost (paragraph (c)(5), above) also applies to earnings on debt service reserve funds.

(2) The non-Federal entity will negotiate the amount of allowable interest cost related to the acquisition of facilities with asset costs of \$1 million or more, as outlined in paragraph (c)(7) of this section. For this purpose, a non-Federal entity must consider only cash inflows and outflows attributable to that portion of the real property used for Federal awards.

(e) Additional conditions for IHEs. For costs to be allowable, the IHE must have incurred the interest costs after July 1, 1982, in connection with acquisitions of capital assets that occurred after that date.

(f) Additional condition for nonprofit organizations. For costs to be allowable, the nonprofit organization incurred the interest costs after September 29, 1995, in connection with acquisitions of capital assets that occurred after that date.

(g) The interest allowability provisions of this section do not apply to a nonprofit organization subject to “full coverage” under the Cost Accounting Standards (CAS), as defined at 48 CFR

9903.201-2(a). The non-Federal entity’s Federal awards are instead subject to CAS 414 (48 CFR 9904.414), “Cost of Money as an Element of the Cost of Facilities Capital”, and CAS 417 (48 CFR 9904.417), “Cost of Money as an Element of the Cost of Capital Assets Under Construction”.

[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 54409, Sept. 10, 2015; 85 FR 49569, Aug. 13, 2020]

§ 200.450 Lobbying.

(a) The cost of certain influencing activities associated with obtaining grants, contracts, or cooperative agreements, or loans is an unallowable cost. Lobbying with respect to certain grants, contracts, cooperative agreements, and loans is governed by relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying” published on February 26, 1990, including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying” and notices published on December 20, 1989, June 15, 1990, January 15, 1992, and January 19, 1996.

(b) *Executive lobbying costs.* Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the executive branch of the Federal Government to give consideration or to act regarding a Federal award or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

(c) In addition to the above, the following restrictions are applicable to nonprofit organizations and IHEs:

(1) Costs associated with the following activities are unallowable:

(i) Attempts to influence the outcomes of any Federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;

(ii) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political

action committee, or other organization established for the purpose of influencing the outcomes of elections in the United States;

(iii) Any attempt to influence:

(A) The introduction of Federal or state legislation;

(B) The enactment or modification of any pending Federal or state legislation through communication with any member or employee of the Congress or state legislature (including efforts to influence state or local officials to engage in similar lobbying activity);

(C) The enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign; or

(D) Any government official or employee in connection with a decision to sign or veto enrolled legislation;

(iv) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

(2) The following activities are excepted from the coverage of paragraph (c)(1) of this section:

(i) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a state legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the non-Federal entity's member of congress, legislative body or a subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unal-

lowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings;

(ii) Any lobbying made unallowable by paragraph (c)(1)(iii) of this section to influence state legislation in order to directly reduce the cost, or to avoid material impairment of the non-Federal entity's authority to perform the grant, contract, or other agreement; or

(iii) Any activity specifically authorized by statute to be undertaken with funds from the Federal award.

(iv) Any activity excepted from the definitions of "lobbying" or "influencing legislation" by the Internal Revenue Code provisions that require nonprofit organizations to limit their participation in direct and "grass roots" lobbying activities in order to retain their charitable deduction status and avoid punitive excise taxes, I.R.C. §§ 501(c)(3), 501(h), 4911(a), including:

(A) Nonpartisan analysis, study, or research reports;

(B) Examinations and discussions of broad social, economic, and similar problems; and

(C) Information provided upon request by a legislator for technical advice and assistance, as defined by I.R.C. § 4911(d)(2) and 26 CFR 56.4911-2(c)(1)-(c)(3).

(v) When a non-Federal entity seeks reimbursement for indirect (F&A) costs, total lobbying costs must be separately identified in the indirect (F&A) cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of § 200.413.

(vi) The non-Federal entity must submit as part of its annual indirect (F&A) cost rate proposal a certification that the requirements and standards of this section have been complied with. (See also § 200.415.)

(vii)(A) Time logs, calendars, or similar records are not required to be created for purposes of complying with the record keeping requirements in § 200.302 with respect to lobbying costs during any particular calendar month when:

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(1) The employee engages in lobbying (as defined in paragraphs (c)(1) and (c)(2) of this section) 25 percent or less of the employee's compensated hours of employment during that calendar month; and

(2) Within the preceding five-year period, the non-Federal entity has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs.

(B) When conditions in paragraph (c)(2)(vii)(A)(1) and (2) of this section are met, non-Federal entities are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions in paragraphs (c)(2)(vii)(A)(1) and (2) of this section are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(viii) The Federal awarding agency must establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolutions must be binding in any subsequent settlements, audits, or investigations with respect to that grant or contract for purposes of interpretation of this part, provided, however, that this must not be construed to prevent a contractor or non-Federal entity from contesting the lawfulness of such a determination.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49569, Aug. 13, 2020]

§ 200.451 Losses on other awards or contracts.

Any excess of costs over income under any other award or contract of any nature is unallowable. This includes, but is not limited to, the non-Federal entity's contributed portion by reason of cost-sharing agreements or any under-recoveries through negotiation of flat amounts for indirect (F&A) costs. Also, any excess of costs over authorized funding levels transferred from any award or contract to another award or contract is unallowable. All losses are not allowable indirect (F&A) costs and are required to be included in

the appropriate indirect cost rate base for allocation of indirect costs.

§ 200.452 Maintenance and repair costs.

Costs incurred for utilities, insurance, security, necessary maintenance, janitorial services, repair, or upkeep of buildings and equipment (including Federal property unless otherwise provided for) which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable. Costs incurred for improvements which add to the permanent value of the buildings and equipment or appreciably prolong their intended life must be treated as capital expenditures (see § 200.439). These costs are only allowable to the extent not paid through rental or other agreements.

[85 FR 49569, Aug. 13, 2020]

§ 200.453 Materials and supplies costs, including costs of computing devices.

(a) Costs incurred for materials, supplies, and fabricated parts necessary to carry out a Federal award are allowable.

(b) Purchased materials and supplies must be charged at their actual prices, net of applicable credits. Withdrawals from general stores or stockrooms must be charged at their actual net cost under any recognized method of pricing inventory withdrawals, consistently applied. Incoming transportation charges are a proper part of materials and supplies costs.

(c) Materials and supplies used for the performance of a Federal award may be charged as direct costs. In the specific case of computing devices, charging as direct costs is allowable for devices that are essential and allocable, but not solely dedicated, to the performance of a Federal award.

(d) Where federally-donated or furnished materials are used in performing the Federal award, such materials will be used without charge.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

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§ 200.454 Memberships, subscriptions, and professional activity costs.

(a) Costs of the non-Federal entity's membership in business, technical, and professional organizations are allowable.

(b) Costs of the non-Federal entity's subscriptions to business, professional, and technical periodicals are allowable.

(c) Costs of membership in any civic or community organization are allowable with prior approval by the Federal awarding agency or pass-through entity.

(d) Costs of membership in any country club or social or dining club or organization are unallowable.

(e) Costs of membership in organizations whose primary purpose is lobbying are unallowable. See also § 200.450.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49569, Aug. 13, 2020]

§ 200.455 Organization costs.

Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselor, whether or not employees of the non-Federal entity in connection with establishment or reorganization of an organization, are unallowable except with prior approval of the Federal awarding agency.

§ 200.456 Participant support costs.

Participant support costs as defined in § 200.1 are allowable with the prior approval of the Federal awarding agency.

[85 FR 49569, Aug. 13, 2020]

§ 200.457 Plant and security costs.

Necessary and reasonable expenses incurred for protection and security of facilities, personnel, and work products are allowable. Such costs include, but are not limited to, wages and uniforms of personnel engaged in security activities; equipment; barriers; protective (non-military) gear, devices, and equipment; contractual security services; and consultants. Capital expenditures for plant security purposes are subject to § 200.439.

[85 FR 49569, Aug. 13, 2020]

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§ 200.458 Pre-award costs.

Pre-award costs are those incurred prior to the effective date of the Federal award or subaward directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency. If charged to the award, these costs must be charged to the initial budget period of the award, unless otherwise specified by the Federal awarding agency or pass-through entity.

[85 FR 49569, Aug. 13, 2020]

§ 200.459 Professional service costs.

(a) Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the non-Federal entity, are allowable, subject to paragraphs (b) and (c) of this section when reasonable in relation to the services rendered and when not contingent upon recovery of the costs from the Federal Government. In addition, legal and related services are limited under § 200.435.

(b) In determining the allowability of costs in a particular case, no single factor or any special combination of factors is necessarily determinative. However, the following factors are relevant:

(1) The nature and scope of the service rendered in relation to the service required.

(2) The necessity of contracting for the service, considering the non-Federal entity's capability in the particular area.

(3) The past pattern of such costs, particularly in the years prior to Federal awards.

(4) The impact of Federal awards on the non-Federal entity's business (i.e., what new problems have arisen).

(5) Whether the proportion of Federal work to the non-Federal entity's total business is such as to influence the non-Federal entity in favor of incurring the cost, particularly where the

services rendered are not of a continuing nature and have little relationship to work under Federal awards.

(6) Whether the service can be performed more economically by direct employment rather than contracting.

(7) The qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-federally funded activities.

(8) Adequacy of the contractual agreement for the service (e.g., description of the service, estimate of time required, rate of compensation, and termination provisions).

(c) In addition to the factors in paragraph (b) of this section, to be allowable, retainer fees must be supported by evidence of bona fide services available or rendered.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49569, Aug. 13, 2020]

§ 200.460 Proposal costs.

Proposal costs are the costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects, including the development of data necessary to support the non-Federal entity's bids or proposals. Proposal costs of the current accounting period of both successful and unsuccessful bids and proposals normally should be treated as indirect (F&A) costs and allocated currently to all activities of the non-Federal entity. No proposal costs of past accounting periods will be allocable to the current period.

§ 200.461 Publication and printing costs.

(a) Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular cost objective, they should be allocated as indirect costs to all benefiting activities of the non-Federal entity.

(b) Page charges for professional journal publications are allowable where:

(1) The publications report work supported by the Federal Government; and

(2) The charges are levied impartially on all items published by the journal, whether or not under a Federal award.

(3) The non-Federal entity may charge the Federal award during close-out for the costs of publication or sharing of research results if the costs are not incurred during the period of performance of the Federal award. If charged to the award, these costs must be charged to the final budget period of the award, unless otherwise specified by the Federal awarding agency.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49569, Aug. 13, 2020]

§ 200.462 Rearrangement and reversion costs.

(a) Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable as indirect costs. Special arrangements and alterations costs incurred specifically for a Federal award are allowable as a direct cost with the prior approval of the Federal awarding agency or pass-through entity.

(b) Costs incurred in the restoration or rehabilitation of the non-Federal entity's facilities to approximately the same condition existing immediately prior to commencement of Federal awards, less costs related to normal wear and tear, are allowable.

§ 200.463 Recruiting costs.

(a) Subject to paragraphs (b) and (c) of this section, and provided that the size of the staff recruited and maintained is in keeping with workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program, travel costs of employees while engaged in recruiting personnel, travel costs of applicants for interviews for prospective employment, and relocation costs incurred incident to recruitment of new employees, are allowable to the extent that such costs are incurred pursuant to the non-Federal entity's standard recruitment program. Where the non-Federal entity uses employment agencies, costs not in excess of standard commercial rates for such services are allowable.

(b) Special emoluments, fringe benefits, and salary allowances incurred to attract professional personnel that do

not meet the test of reasonableness or do not conform with the established practices of the non-Federal entity, are unallowable.

(c) Where relocation costs incurred incident to recruitment of a new employee have been funded in whole or in part to a Federal award, and the newly hired employee resigns for reasons within the employee's control within 12 months after hire, the non-Federal entity will be required to refund or credit the Federal share of such relocation costs to the Federal Government. See also § 200.464.

(d) Short-term, travel visa costs (as opposed to longer-term, immigration visas) are generally allowable expenses that may be proposed as a direct cost. Since short-term visas are issued for a specific period and purpose, they can be clearly identified as directly connected to work performed on a Federal award. For these costs to be directly charged to a Federal award, they must:

- (1) Be critical and necessary for the conduct of the project;
- (2) Be allowable under the applicable cost principles;
- (3) Be consistent with the non-Federal entity's cost accounting practices and non-Federal entity policy; and
- (4) Meet the definition of "direct cost" as described in the applicable cost principles.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49569, Aug. 13, 2020]

§ 200.464 Relocation costs of employees.

(a) Relocation costs are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of not less than 12 months) of an existing employee or upon recruitment of a new employee. Relocation costs are allowable, subject to the limitations described in paragraphs (b), (c), and (d) of this section, provided that:

- (1) The move is for the benefit of the employer.
- (2) Reimbursement to the employee is in accordance with an established written policy consistently followed by the employer.

(3) The reimbursement does not exceed the employee's actual (or reasonably estimated) expenses.

(b) Allowable relocation costs for current employees are limited to the following:

(1) The costs of transportation of the employee, members of his or her immediate family and his household, and personal effects to the new location.

(2) The costs of finding a new home, such as advance trips by employees and spouses to locate living quarters and temporary lodging during the transition period, up to maximum period of 30 calendar days.

(3) Closing costs, such as brokerage, legal, and appraisal fees, incident to the disposition of the employee's former home. These costs, together with those described in (4), are limited to 8 per cent of the sales price of the employee's former home.

(4) The continuing costs of ownership (for up to six months) of the vacant former home after the settlement or lease date of the employee's new permanent home, such as maintenance of buildings and grounds (exclusive of fixing-up expenses), utilities, taxes, and property insurance.

(5) Other necessary and reasonable expenses normally incident to relocation, such as the costs of canceling an unexpired lease, transportation of personal property, and purchasing insurance against loss of or damages to personal property. The cost of canceling an unexpired lease is limited to three times the monthly rental.

(c) Allowable relocation costs for new employees are limited to those described in paragraphs (b)(1) and (2) of this section. When relocation costs incurred incident to the recruitment of new employees have been charged to a Federal award and the employee resigns for reasons within the employee's control within 12 months after hire, the non-Federal entity must refund or credit the Federal Government for its share of the cost. If dependents are not permitted at the location for any reason and the costs do not include costs of transporting household goods, the costs of travel to an overseas location must be considered travel costs in accordance with § 200.474 Travel costs,

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and not this relocations costs of employees (See also § 200.464).

(d) The following costs related to relocation are unallowable:

(1) Fees and other costs associated with acquiring a new home.

(2) A loss on the sale of a former home.

(3) Continuing mortgage principal and interest payments on a home being sold.

(4) Income taxes paid by an employee related to reimbursed relocation costs.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49570, Aug. 13, 2020]

§ 200.465 Rental costs of real property and equipment.

(a) Subject to the limitations described in paragraphs (b) through (d) of this section, rental costs are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased. Rental arrangements should be reviewed periodically to determine if circumstances have changed and other options are available.

(b) Rental costs under “sale and lease back” arrangements are allowable only up to the amount that would be allowed had the non-Federal entity continued to own the property. This amount would include expenses such as depreciation, maintenance, taxes, and insurance.

(c) Rental costs under “less-than-arm’s-length” leases are allowable only up to the amount (as explained in paragraph (b) of this section). For this purpose, a less-than-arm’s-length lease is one under which one party to the lease agreement is able to control or substantially influence the actions of the other. Such leases include, but are not limited to those between:

(1) Divisions of the non-Federal entity;

(2) The non-Federal entity under common control through common officers, directors, or members; and

(3) The non-Federal entity and a director, trustee, officer, or key employee of the non-Federal entity or an immediate family member, either di-

rectly or through corporations, trusts, or similar arrangements in which they hold a controlling interest. For example, the non-Federal entity may establish a separate corporation for the sole purpose of owning property and leasing it back to the non-Federal entity.

(4) Family members include one party with any of the following relationships to another party:

(i) Spouse, and parents thereof;

(ii) Children, and spouses thereof;

(iii) Parents, and spouses thereof;

(iv) Siblings, and spouses thereof;

(v) Grandparents and grandchildren, and spouses thereof;

(vi) Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and

(vii) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(5) Rental costs under leases which are required to be treated as capital leases under GAAP are allowable only up to the amount (as explained in paragraph (b) of this section) that would be allowed had the non-Federal entity purchased the property on the date the lease agreement was executed. The provisions of GAAP must be used to determine whether a lease is a capital lease. Interest costs related to capital leases are allowable to the extent they meet the criteria in § 200.449 Interest. Unallowable costs include amounts paid for profit, management fees, and taxes that would not have been incurred had the non-Federal entity purchased the property.

(6) The rental of any property owned by any individuals or entities affiliated with the non-Federal entity, to include commercial or residential real estate, for purposes such as the home office workspace is unallowable.

(d) Rental costs under leases which are required to be accounted for as a financed purchase under GASB standards or a finance lease under FASB standards under GAAP are allowable only up to the amount (as explained in paragraph (b) of this section) that would be allowed had the non-Federal entity purchased the property on the date the lease agreement was executed. Interest costs related to these leases

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are allowable to the extent they meet the criteria in §200.449. Unallowable costs include amounts paid for profit, management fees, and taxes that would not have been incurred had the non-Federal entity purchased the property.

(e) Rental or lease payments are allowable under lease contracts where the non-Federal entity is required to recognize an intangible right-to-use lease asset (per GASB) or right of use operating lease asset (per FASB) for purposes of financial reporting in accordance with GAAP.

(f) The rental of any property owned by any individuals or entities affiliated with the non-Federal entity, to include commercial or residential real estate, for purposes such as the home office workspace is unallowable.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49569, Aug. 13, 2020]

§ 200.466 Scholarships and student aid costs.

(a) Costs of scholarships, fellowships, and other programs of student aid at IHEs are allowable only when the purpose of the Federal award is to provide training to selected participants and the charge is approved by the Federal awarding agency. However, tuition remission and other forms of compensation paid as, or in lieu of, wages to students performing necessary work are allowable provided that:

(1) The individual is conducting activities necessary to the Federal award;

(2) Tuition remission and other support are provided in accordance with established policy of the IHE and consistently provided in a like manner to students in return for similar activities conducted under Federal awards as well as other activities; and

(3) During the academic period, the student is enrolled in an advanced degree program at a non-Federal entity or affiliated institution and the activities of the student in relation to the Federal award are related to the degree program;

(4) The tuition or other payments are reasonable compensation for the work performed and are conditioned explicitly upon the performance of necessary work; and

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(5) It is the IHE's practice to similarly compensate students under Federal awards as well as other activities.

(b) Charges for tuition remission and other forms of compensation paid to students as, or in lieu of, salaries and wages must be subject to the reporting requirements in §200.430, and must be treated as direct or indirect cost in accordance with the actual work being performed. Tuition remission may be charged on an average rate basis. See also §200.431.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49569, Aug. 13, 2020]

§ 200.467 Selling and marketing costs.

Costs of selling and marketing any products or services of the non-Federal entity (unless allowed under §200.421) are unallowable, except as direct costs, with prior approval by the Federal awarding agency when necessary for the performance of the Federal award.

[85 FR 49570, Aug. 13, 2020]

§ 200.468 Specialized service facilities.

(a) The costs of services provided by highly complex or specialized facilities operated by the non-Federal entity, such as computing facilities, wind tunnels, and reactors are allowable, provided the charges for the services meet the conditions of either paragraph (b) or (c) of this section, and, in addition, take into account any items of income or Federal financing that qualify as applicable credits under §200.406.

(b) The costs of such services, when material, must be charged directly to applicable awards based on actual usage of the services on the basis of a schedule of rates or established methodology that:

(1) Does not discriminate between activities under Federal awards and other activities of the non-Federal entity, including usage by the non-Federal entity for internal purposes, and

(2) Is designed to recover only the aggregate costs of the services. The costs of each service must consist normally of both its direct costs and its allocable share of all indirect (F&A) costs. Rates must be adjusted at least biennially, and must take into consideration over/under-applied costs of the previous period(s).

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(c) Where the costs incurred for a service are not material, they may be allocated as indirect (F&A) costs.

(d) Under some extraordinary circumstances, where it is in the best interest of the Federal Government and the non-Federal entity to establish alternative costing arrangements, such arrangements may be worked out with the Federal cognizant agency for indirect costs.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49569, Aug. 13, 2020]

§ 200.469 Student activity costs.

Costs incurred for intramural activities, student publications, student clubs, and other student activities, are unallowable, unless specifically provided for in the Federal award.

§ 200.470 Taxes (including Value Added Tax).

(a) For states, local governments and Indian tribes:

(1) Taxes that a governmental unit is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect Federal programs or changes in tax policies that disproportionately affect Federal programs.

(2) Gasoline taxes, motor vehicle fees, and other taxes that are in effect user fees for benefits provided to the Federal Government are allowable.

(3) This provision does not restrict the authority of the Federal awarding agency to identify taxes where Federal participation is inappropriate. Where the identification of the amount of unallowable taxes would require an inordinate amount of effort, the cognizant agency for indirect costs may accept a reasonable approximation thereof.

(b) For nonprofit organizations and IHEs:

(1) In general, taxes which the non-Federal entity is required to pay and which are paid or accrued in accordance with GAAP, and payments made to local governments in lieu of taxes which are commensurate with the local government services received are allowable, except for:

(i) Taxes from which exemptions are available to the non-Federal entity directly or which are available to the non-Federal entity based on an exemp-

tion afforded the Federal Government and, in the latter case, when the Federal awarding agency makes available the necessary exemption certificates,

(ii) Special assessments on land which represent capital improvements, and

(iii) Federal income taxes.

(2) Any refund of taxes, and any payment to the non-Federal entity of interest thereon, which were allowed as Federal award costs, will be credited either as a cost reduction or cash refund, as appropriate, to the Federal Government. However, any interest actually paid or credited to a non-Federal entity incident to a refund of tax, interest, and penalty will be paid or credited to the Federal Government only to the extent that such interest accrued over the period during which the non-Federal entity has been reimbursed by the Federal Government for the taxes, interest, and penalties.

(c) Value Added Tax (VAT) Foreign taxes charged for the purchase of goods or services that a non-Federal entity is legally required to pay in country is an allowable expense under Federal awards. Foreign tax refunds or applicable credits under Federal awards refer to receipts, or reduction of expenditures, which operate to offset or reduce expense items that are allocable to Federal awards as direct or indirect costs. To the extent that such credits accrued or received by the non-Federal entity relate to allowable cost, these costs must be credited to the Federal awarding agency either as costs or cash refunds. If the costs are credited back to the Federal award, the non-Federal entity may reduce the Federal share of costs by the amount of the foreign tax reimbursement, or where Federal award has not expired, use the foreign government tax refund for approved activities under the Federal award with prior approval of the Federal awarding agency.

§ 200.471 Telecommunication costs and video surveillance costs.

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:

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(b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

[85 FR 49570, Aug. 13, 2020]

§ 200.472 Termination costs.

Termination of a Federal award generally gives rise to the incurrence of costs, or the need for special treatment of costs, which would not have arisen had the Federal award not been terminated. Cost principles covering these items are set forth in this section. They are to be used in conjunction with the other provisions of this part in termination situations.

(a) The cost of items reasonably usable on the non-Federal entity's other work must not be allowable unless the non-Federal entity submits evidence that it would not retain such items at cost without sustaining a loss. In deciding whether such items are reasonably usable on other work of the non-Federal entity, the Federal awarding agency should consider the non-Federal entity's plans and orders for current and scheduled activity. Contemporaneous purchases of common items by the non-Federal entity must be regarded as evidence that such items are reasonably usable on the non-Federal entity's other work. Any acceptance of common items as allocable to the terminated portion of the Federal award must be limited to the extent that the quantities of such items on hand, in transit, and on order are in excess of the reasonable quantitative requirements of other work.

(b) If in a particular case, despite all reasonable efforts by the non-Federal entity, certain costs cannot be discontinued immediately after the effective date of termination, such costs are generally allowable within the limitations set forth in this part, except that any such costs continuing after termination due to the negligent or willful failure of the non-Federal entity to discontinue such costs must be unallowable.

(c) Loss of useful value of special tooling, machinery, and equipment is generally allowable if:

(1) Such special tooling, special machinery, or equipment is not reasonably capable of use in the other work of the non-Federal entity,

(2) The interest of the Federal Government is protected by transfer of title or by other means deemed appropriate by the Federal awarding agency (see also § 200.313 (d)), and

(3) The loss of useful value for any one terminated Federal award is limited to that portion of the acquisition cost which bears the same ratio to the total acquisition cost as the terminated portion of the Federal award bears to the entire terminated Federal award and other Federal awards for which the special tooling, machinery, or equipment was acquired.

(d) Rental costs under unexpired leases are generally allowable where clearly shown to have been reasonably necessary for the performance of the terminated Federal award less the residual value of such leases, if:

(1) The amount of such rental claimed does not exceed the reasonable use value of the property leased for the period of the Federal award and such further period as may be reasonable, and

(2) The non-Federal entity makes all reasonable efforts to terminate, assign, settle, or otherwise reduce the cost of such lease. There also may be included the cost of alterations of such leased property, provided such alterations were necessary for the performance of the Federal award, and of reasonable restoration required by the provisions of the lease.

(e) Settlement expenses including the following are generally allowable:

(1) Accounting, legal, clerical, and similar costs reasonably necessary for:

(i) The preparation and presentation to the Federal awarding agency of settlement claims and supporting data with respect to the terminated portion of the Federal award, unless the termination is for cause (see subpart D, including §§ 200.339–200.343); and

(ii) The termination and settlement of subawards.

(2) Reasonable costs for the storage, transportation, protection, and disposition of property provided by the Federal Government or acquired or produced for the Federal award.

(f) Claims under subawards, including the allocable portion of claims which are common to the Federal award and to other work of the non-Federal entity, are generally allowable. An appropriate share of the non-Federal entity's indirect costs may be allocated to the amount of settlements with contractors and/or subrecipients, provided that the amount allocated is otherwise consistent with the basic guidelines contained in § 200.414. The indirect costs so allocated must exclude the same and similar costs claimed directly or indirectly as settlement expenses.

[78 FR 78608, Dec. 26, 2013. Redesignated and amended at 85 FR 49570, Aug. 13, 2020]

§ 200.473 Training and education costs.

The cost of training and education provided for employee development is allowable.

[78 FR 78608, Dec. 26, 2013. Redesignated at 85 FR 49570, Aug. 13, 2020]

§ 200.474 Transportation costs.

Costs incurred for freight, express, cartage, postage, and other transportation services relating either to goods purchased, in process, or delivered, are allowable. When such costs can readily be identified with the items involved, they may be charged directly as transportation costs or added to the cost of such items. Where identification with the materials received cannot readily be made, inbound transportation cost may be charged to the appropriate indirect (F&A) cost accounts if the non-Federal entity follows a consistent, equitable procedure in this respect. Outbound freight, if reimbursable under the terms and conditions of the Federal award, should be treated as a direct cost.

[78 FR 78608, Dec. 26, 2013. Redesignated at 85 FR 49570, Aug. 13, 2020]

§ 200.475 Travel costs.

(a) *General.* Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on

official business of the non-Federal entity. Such costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the non-Federal entity's non-federally-funded activities and in accordance with non-Federal entity's written travel reimbursement policies. Notwithstanding the provisions of § 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal awarding agency or pass-through entity when they are specifically related to the Federal award.

(b) *Lodging and subsistence.* Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the non-Federal entity in its regular operations as the result of the non-Federal entity's written travel policy. In addition, if these costs are charged directly to the Federal award documentation must justify that:

(1) Participation of the individual is necessary to the Federal award; and

(2) The costs are reasonable and consistent with non-Federal entity's established travel policy.

(c)(1) Temporary dependent care costs (as dependent is defined in 26 U.S.C. 152) above and beyond regular dependent care that directly results from travel to conferences is allowable provided that:

(i) The costs are a direct result of the individual's travel for the Federal award;

(ii) The costs are consistent with the non-Federal entity's documented travel policy for all entity travel; and

(iii) Are only temporary during the travel period.

(2) Travel costs for dependents are unallowable, except for travel of duration of six months or more with prior approval of the Federal awarding agency. See also § 200.432.

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(d) In the absence of an acceptable, written non-Federal entity policy regarding travel costs, the rates and amounts established under 5 U.S.C. 5701–11, (“Travel and Subsistence Expenses; Mileage Allowances”), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under Federal awards (48 CFR 31.205–46(a)).

(e) *Commercial air travel.* (1) Airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would:

- (i) Require circuitous routing;
- (ii) Require travel during unreasonable hours;
- (iii) Excessively prolong travel;
- (iv) Result in additional costs that would offset the transportation savings; or
- (v) Offer accommodations not reasonably adequate for the traveler’s medical needs. The non-Federal entity must justify and document these conditions on a case-by-case basis in order for the use of first-class or business-class airfare to be allowable in such cases.

(2) Unless a pattern of avoidance is detected, the Federal Government will generally not question a non-Federal entity’s determinations that customary standard airfare or other discount airfare is unavailable for specific trips if the non-Federal entity can demonstrate that such airfare was not available in the specific case.

(f) *Air travel by other than commercial carrier.* Costs of travel by non-Federal entity-owned, -leased, or -chartered aircraft include the cost of lease, charter, operation (including personnel costs), maintenance, depreciation, insurance, and other related costs. The portion of such costs that exceeds the cost of airfare as provided for in paragraph (d) of this section, is unallowable.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014. Redesignated and amended at 85 FR 49570, Aug. 13, 2020]

§ 200.476 Trustees.

Travel and subsistence costs of trustees (or directors) at IHEs and nonprofit organizations are allowable. See also § 200.475.

[85 FR 49571, Aug. 13, 2020]

Subpart F—Audit Requirements

GENERAL

§ 200.500 Purpose.

This part sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards.

AUDITS

§ 200.501 Audit requirements.

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section § 200.331 sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing require-

ments, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also § 200.332.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

§ 200.502 Basis for determining Federal awards expended.

(a) *Determining Federal awards expended.* The determination of when a Federal award is expended must be based on when the activity related to the Federal award occurs. Generally, the activity pertains to events that require the non-Federal entity to comply with Federal statutes, regulations, and the terms and conditions of Federal awards, such as: expenditure/expense transactions associated with awards including grants, cost-reimbursement contracts under the FAR, compacts with Indian Tribes, cooperative agreements, and direct appropriations; the disbursement of funds to subrecipients; the use of loan proceeds under loan and loan guarantee programs; the receipt of property; the receipt of surplus property; the receipt or use of program income; the distribution or use of food commodities; the disbursement of amounts entitling the non-Federal entity to an interest subsidy; and the period when insurance is in force.

(b) *Loan and loan guarantees (loans).* Since the Federal Government is at risk for loans until the debt is repaid, the following guidelines must be used to calculate the value of Federal awards expended under loan programs, except as noted in paragraphs (c) and (d) of this section:

(1) Value of new loans made or received during the audit period; plus

(2) Beginning of the audit period balance of loans from previous years for which the Federal Government imposes continuing compliance requirements; plus

(3) Any interest subsidy, cash, or administrative cost allowance received.

(c) *Loan and loan guarantees (loans) at IHEs.* When loans are made to students of an IHE but the IHE does not make the loans, then only the value of loans made during the audit period must be considered Federal awards expended in that audit period. The balance of loans for previous audit periods is not included as Federal awards expended because the lender accounts for the prior balances.

(d) *Prior loan and loan guarantees (loans).* Loans, the proceeds of which were received and expended in prior years, are not considered Federal awards expended under this part when the Federal statutes, regulations, and the terms and conditions of Federal awards pertaining to such loans impose no continuing compliance requirements other than to repay the loans.

(e) *Endowment funds.* The cumulative balance of Federal awards for endowment funds that are federally restricted are considered Federal awards expended in each audit period in which the funds are still restricted.

(f) *Free rent.* Free rent received by itself is not considered a Federal award expended under this part. However, free rent received as part of a Federal award to carry out a Federal program must be included in determining Federal awards expended and subject to audit under this part.

(g) *Valuing non-cash assistance.* Federal non-cash assistance, such as free rent, food commodities, donated property, or donated surplus property, must be valued at fair market value at the time of receipt or the assessed value provided by the Federal agency.

(h) *Medicare.* Medicare payments to a non-Federal entity for providing patient care services to Medicare-eligible individuals are not considered Federal awards expended under this part.

(i) *Medicaid.* Medicaid payments to a subrecipient for providing patient care services to Medicaid-eligible individuals are not considered Federal awards expended under this part unless a state requires the funds to be treated as Federal awards expended because reimbursement is on a cost-reimbursement basis.

(j) *Certain loans provided by the National Credit Union Administration.* For purposes of this part, loans made from the National Credit Union Share Insurance Fund and the Central Liquidity Facility that are funded by contributions from insured non-Federal entities are not considered Federal awards expended.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

§ 200.503 Relation to other audit requirements.

(a) An audit conducted in accordance with this part must be in lieu of any financial audit of Federal awards which a non-Federal entity is required to undergo under any other Federal statute or regulation. To the extent that such audit provides a Federal agency with the information it requires to carry out its responsibilities under Federal statute or regulation, a Federal agency must rely upon and use that information.

(b) Notwithstanding subsection (a), a Federal agency, Inspectors General, or GAO may conduct or arrange for additional audits which are necessary to carry out its responsibilities under Federal statute or regulation. The provisions of this part do not authorize any non-Federal entity to constrain, in any manner, such Federal agency from carrying out or arranging for such additional audits, except that the Federal agency must plan such audits to not be duplicative of other audits of Federal awards. Prior to commencing such an audit, the Federal agency or pass-through entity must review the FAC for recent audits submitted by the non-Federal entity, and to the extent such audits meet a Federal agency or pass-through entity's needs, the Federal agency or pass-through entity must rely upon and use such audits. Any additional audits must be planned and performed in such a way as to build upon work performed, including the audit documentation, sampling, and testing already performed, by other auditors.

(c) The provisions of this part do not limit the authority of Federal agencies to conduct, or arrange for the conduct of, audits and evaluations of Federal awards, nor limit the authority of any

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Federal agency Inspector General or other Federal official. For example, requirements that may be applicable under the FAR or CAS and the terms and conditions of a cost-reimbursement contract may include additional applicable audits to be conducted or arranged for by Federal agencies.

(d) *Federal agency to pay for additional audits.* A Federal agency that conducts or arranges for additional audits must, consistent with other applicable Federal statutes and regulations, arrange for funding the full cost of such additional audits.

(e) *Request for a program to be audited as a major program.* A Federal awarding agency may request that an auditee have a particular Federal program audited as a major program in lieu of the Federal awarding agency conducting or arranging for the additional audits. To allow for planning, such requests should be made at least 180 calendar days prior to the end of the fiscal year to be audited. The auditee, after consultation with its auditor, should promptly respond to such a request by informing the Federal awarding agency whether the program would otherwise be audited as a major program using the risk-based audit approach described in § 200.518 and, if not, the estimated incremental cost. The Federal awarding agency must then promptly confirm to the auditee whether it wants the program audited as a major program. If the program is to be audited as a major program based upon this Federal awarding agency request, and the Federal awarding agency agrees to pay the full incremental costs, then the auditee must have the program audited as a major program. A pass-through entity may use the provisions of this paragraph for a sub-recipient.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49570, Aug. 13, 2020]

§ 200.504 Frequency of audits.

Except for the provisions for biennial audits provided in paragraphs (a) and (b) of this section, audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.

(a) A state, local government, or Indian tribe that is required by constitu-

tion or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

(b) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

§ 200.505 Sanctions.

In cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in § 200.339.

[85 FR 49571, Aug. 13, 2020]

§ 200.506 Audit costs.

See § 200.425.

[85 FR 49571, Aug. 13, 2020]

§ 200.507 Program-specific audits.

(a) *Program-specific audit guide available.* In some cases, a program-specific audit guide will be available to provide specific guidance to the auditor with respect to internal controls, compliance requirements, suggested audit procedures, and audit reporting requirements. A listing of current program-specific audit guides can be found in the compliance supplement, Part 8, Appendix VI, Program-Specific Audit Guides, which includes a website where a copy of the guide can be obtained. When a current program-specific audit guide is available, the auditor must follow GAGAS and the guide when performing a program-specific audit.

(b) *Program-specific audit guide not available.* (1) When a current program-specific audit guide is not available, the auditee and auditor must have basically the same responsibilities for the Federal program as they would have for an audit of a major program in a single audit.

(2) The auditee must prepare the financial statement(s) for the Federal program that includes, at a minimum, a schedule of expenditures of Federal awards for the program and notes that describe the significant accounting

policies used in preparing the schedule, a summary schedule of prior audit findings consistent with the requirements of § 200.511(b), and a corrective action plan consistent with the requirements of § 200.511(c).

(3) The auditor must:

(i) Perform an audit of the financial statement(s) for the Federal program in accordance with GAGAS;

(ii) Obtain an understanding of internal controls and perform tests of internal controls over the Federal program consistent with the requirements of § 200.514(c) for a major program;

(iii) Perform procedures to determine whether the auditee has complied with Federal statutes, regulations, and the terms and conditions of Federal awards that could have a direct and material effect on the Federal program consistent with the requirements of § 200.514(d) for a major program;

(iv) Follow up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with the requirements of § 200.511, and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding; and

(v) Report any audit findings consistent with the requirements of § 200.516.

(4) The auditor's report(s) may be in the form of either combined or separate reports and may be organized differently from the manner presented in this section. The auditor's report(s) must state that the audit was conducted in accordance with this part and include the following:

(i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is presented fairly in all material respects in accordance with the stated accounting policies;

(ii) A report on internal control related to the Federal program, which must describe the scope of testing of internal control and the results of the tests;

(iii) A report on compliance which includes an opinion (or disclaimer of opinion) as to whether the auditee

complied with laws, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on the Federal program; and

(iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program in a format consistent with § 200.515(d)(1) and findings and questioned costs consistent with the requirements of § 200.515(d)(3).

(c) *Report submission for program-specific audits.* (1) The audit must be completed and the reporting required by paragraph (c)(2) or (c)(3) of this section submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide. Unless restricted by Federal law or regulation, the auditee must make report copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

(2) When a program-specific audit guide is available, the auditee must electronically submit to the FAC the data collection form prepared in accordance with § 200.512(b), as applicable to a program-specific audit, and the reporting required by the program-specific audit guide.

(3) When a program-specific audit guide is not available, the reporting package for a program-specific audit must consist of the financial statement(s) of the Federal program, a summary schedule of prior audit findings, and a corrective action plan as described in paragraph (b)(2) of this section, and the auditor's report(s) described in paragraph (b)(4) of this section. The data collection form prepared in accordance with § 200.512(b), as applicable to a program-specific audit, and one copy of this reporting package must be electronically submitted to the FAC.

(d) *Other sections of this part may apply.* Program-specific audits are subject to:

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(1) 200.500 Purpose through 200.503 Relation to other audit requirements, paragraph (d);

(2) 200.504 Frequency of audits through 200.506 Audit costs;

(3) 200.508 Auditee responsibilities through 200.509 Auditor selection;

(4) 200.511 Audit findings follow-up;

(5) 200.512 Report submission, paragraphs (e) through (h);

(6) 200.513 Responsibilities;

(7) 200.516 Audit findings through 200.517 Audit documentation;

(8) 200.521 Management decision; and

(9) Other referenced provisions of this part unless contrary to the provisions of this section, a program-specific audit guide, or program statutes and regulations.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49571, Aug. 13, 2020]

AUDITEES

§ 200.508 Auditee responsibilities.

The auditee must:

(a) Procure or otherwise arrange for the audit required by this part in accordance with § 200.509, and ensure it is properly performed and submitted when due in accordance with § 200.512.

(b) Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with § 200.510.

(c) Promptly follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan in accordance with § 200.511(b) and (c), respectively.

(d) Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by this part.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49572, Aug. 13, 2020]

§ 200.509 Auditor selection.

(a) *Auditor procurement.* In procuring audit services, the auditee must follow the procurement standards prescribed by the Procurement Standards in §§ 200.317 through 200.327 of subpart D of this part or the FAR (48 CFR part 42), as applicable. In requesting proposals

for audit services, the objectives and scope of the audit must be made clear and the non-Federal entity must request a copy of the audit organization's peer review report which the auditor is required to provide under GAGAS. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional qualifications and technical abilities, the results of peer and external quality control reviews, and price. Whenever possible, the auditee must make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in § 200.321, or the FAR (48 CFR part 42), as applicable.

(b) *Restriction on auditor preparing indirect cost proposals.* An auditor who prepares the indirect cost proposal or cost allocation plan may not also be selected to perform the audit required by this part when the indirect costs recovered by the auditee during the prior year exceeded \$1 million. This restriction applies to the base year used in the preparation of the indirect cost proposal or cost allocation plan and any subsequent years in which the resulting indirect cost agreement or cost allocation plan is used to recover costs.

(c) *Use of Federal auditors.* Federal auditors may perform all or part of the work required under this part if they comply fully with the requirements of this part.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49572, Aug. 13, 2020; 86 FR 10440, Feb. 22, 2021]

§ 200.510 Financial statements.

(a) *Financial statements.* The auditee must prepare financial statements that reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited. The financial statements must be for the same organizational unit and fiscal year that is chosen to meet the requirements of this part. However, non-Federal entity-wide financial statements may also include departments, agencies, and other organizational units that have separate audits in accordance with § 200.514(a)

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and prepare separate financial statements.

(b) *Schedule of expenditures of Federal awards.* The auditee must also prepare a schedule of expenditures of Federal awards for the period covered by the auditee's financial statements which must include the total Federal awards expended as determined in accordance with § 200.502. While not required, the auditee may choose to provide information requested by Federal awarding agencies and pass-through entities to make the schedule easier to use. For example, when a Federal program has multiple Federal award years, the auditee may list the amount of Federal awards expended for each Federal award year separately. At a minimum, the schedule must:

(1) List individual Federal programs by Federal agency. For a cluster of programs, provide the cluster name, list individual Federal programs within the cluster of programs, and provide the applicable Federal agency name. For R&D, total Federal awards expended must be shown either by individual Federal award or by Federal agency and major subdivision within the Federal agency. For example, the National Institutes of Health is a major subdivision in the Department of Health and Human Services.

(2) For Federal awards received as a subrecipient, the name of the pass-through entity and identifying number assigned by the pass-through entity must be included.

(3) Provide total Federal awards expended for each individual Federal program and the Assistance Listings Number or other identifying number when the Assistance Listings information is not available. For a cluster of programs also provide the total for the cluster.

(4) Include the total amount provided to subrecipients from each Federal program.

(5) For loan or loan guarantee programs described in § 200.502(b), identify in the notes to the schedule the balances outstanding at the end of the audit period. This is in addition to including the total Federal awards expended for loan or loan guarantee programs in the schedule.

(6) Include notes that describe that significant accounting policies used in preparing the schedule, and note whether or not the auditee elected to use the 10% de minimis cost rate as covered in § 200.414.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49572, Aug. 13, 2020]

§ 200.511 Audit findings follow-up.

(a) *General.* The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee must prepare a summary schedule of prior audit findings. The auditee must also prepare a corrective action plan for current year audit findings. The summary schedule of prior audit findings and the corrective action plan must include the reference numbers the auditor assigns to audit findings under § 200.516(c). Since the summary schedule may include audit findings from multiple years, it must include the fiscal year in which the finding initially occurred. The corrective action plan and summary schedule of prior audit findings must include findings relating to the financial statements which are required to be reported in accordance with GAGAS.

(b) *Summary schedule of prior audit findings.* The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. The summary schedule must also include audit findings reported in the prior audit's summary schedule of prior audit findings except audit findings listed as corrected in accordance with paragraph (b)(1) of this section, or no longer valid or not warranting further action in accordance with paragraph (b)(3) of this section.

(1) When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.

(2) When audit findings were not corrected or were only partially corrected, the summary schedule must describe the reasons for the finding's recurrence and planned corrective action, and any partial corrective action taken. When corrective action taken is significantly

different from corrective action previously reported in a corrective action plan or in the Federal agency's or pass-through entity's management decision, the summary schedule must provide an explanation.

(3) When the auditee believes the audit findings are no longer valid or do not warrant further action, the reasons for this position must be described in the summary schedule. A valid reason for considering an audit finding as not warranting further action is that all of the following have occurred:

(i) Two years have passed since the audit report in which the finding occurred was submitted to the FAC;

(ii) The Federal agency or pass-through entity is not currently following up with the auditee on the audit finding; and

(iii) A management decision was not issued.

(c) *Corrective action plan.* At the completion of the audit, the auditee must prepare, in a document separate from the auditor's findings described in § 200.516, a corrective action plan to address each audit finding included in the current year auditor's reports. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49572, Aug. 13, 2020]

§ 200.512 Report submission.

(a) *General.* (1) The audit must be completed and the data collection form described in paragraph (b) of this section and reporting package described in paragraph (c) of this section must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

(2) Unless restricted by Federal statutes or regulations, the auditee must make copies available for public in-

spection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

(b) *Data collection.* The FAC is the repository of record for subpart F of this part reporting packages and the data collection form. All Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC.

(1) The auditee must submit required data elements described in Appendix X to Part 200, which state whether the audit was completed in accordance with this part and provides information about the auditee, its Federal programs, and the results of the audit. The data must include information available from the audit required by this part that is necessary for Federal agencies to use the audit to ensure integrity for Federal programs. The data elements and format must be approved by OMB, available from the FAC, and include collections of information from the reporting package described in paragraph (c) of this section. A senior level representative of the auditee (*e.g.*, state controller, director of finance, chief executive officer, or chief financial officer) must sign a statement to be included as part of the data collection that says that the auditee complied with the requirements of this part, the data were prepared in accordance with this part (and the instructions accompanying the form), the reporting package does not include protected personally identifiable information, the information included in its entirety is accurate and complete, and that the FAC is authorized to make the reporting package and the form publicly available on a website.

(2) *Exception for Indian Tribes and Tribal Organizations.* An auditee that is an Indian tribe or a tribal organization (as defined in the Indian Self-Determination, Education and Assistance Act (ISDEAA), 25 U.S.C. 450b(1)) may opt not to authorize the FAC to make the reporting package publicly available on a Web site, by excluding the authorization for the FAC publication in the statement described in paragraph (b)(1) of this section. If this option is

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exercised, the auditee becomes responsible for submitting the reporting package directly to any pass-through entities through which it has received a Federal award and to pass-through entities for which the summary schedule of prior audit findings reported the status of any findings related to Federal awards that the pass-through entity provided. Unless restricted by Federal statute or regulation, if the auditee opts not to authorize publication, it must make copies of the reporting package available for public inspection.

(3) Using the information included in the reporting package described in paragraph (c) of this section, the auditor must complete the applicable data elements of the data collection form. The auditor must sign a statement to be included as part of the data collection form that indicates, at a minimum, the source of the information included in the form, the auditor's responsibility for the information, that the form is not a substitute for the reporting package described in paragraph (c) of this section, and that the content of the form is limited to the collection of information prescribed by OMB.

(c) *Reporting package.* The reporting package must include the:

(1) Financial statements and schedule of expenditures of Federal awards discussed in § 200.510(a) and (b), respectively;

(2) Summary schedule of prior audit findings discussed in § 200.511(b);

(3) Auditor's report(s) discussed in § 200.515; and

(4) Corrective action plan discussed in § 200.511(c).

(d) *Submission to FAC.* The auditee must electronically submit to the FAC the data collection form described in paragraph (b) of this section and the reporting package described in paragraph (c) of this section.

(e) *Requests for management letters issued by the auditor.* In response to requests by a Federal agency or pass-through entity, auditees must submit a copy of any management letters issued by the auditor.

(f) *Report retention requirements.* Auditees must keep one copy of the data collection form described in paragraph (b) of this section and one copy

of the reporting package described in paragraph (c) of this section on file for three years from the date of submission to the FAC.

(g) *FAC responsibilities.* The FAC must make available the reporting packages received in accordance with paragraph (c) of this section and § 200.507(c) to the public, except for Indian tribes exercising the option in (b)(2) of this section, and maintain a data base of completed audits, provide appropriate information to Federal agencies, and follow up with known auditees that have not submitted the required data collection forms and reporting packages.

(h) *Electronic filing.* Nothing in this part must preclude electronic submissions to the FAC in such manner as may be approved by OMB.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49573, Aug. 13, 2020]

FEDERAL AGENCIES

§ 200.513 Responsibilities.

(a)(1) *Cognizant agency for audit responsibilities.* A non-Federal entity expending more than \$50 million a year in Federal awards must have a cognizant agency for audit. The designated cognizant agency for audit must be the Federal awarding agency that provides the predominant amount of funding directly (direct funding) (as listed on the Schedule of expenditures of Federal awards, see § 200.510(b)) to a non-Federal entity unless OMB designates a specific cognizant agency for audit. When the direct funding represents less than 25 percent of the total expenditures (as direct and subawards) by the non-Federal entity, then the Federal agency with the predominant amount of total funding is the designated cognizant agency for audit.

(2) To provide for continuity of cognizance, the determination of the predominant amount of direct funding must be based upon direct Federal awards expended in the non-Federal entity's fiscal years ending in 2019, and every fifth year thereafter.

(3) Notwithstanding the manner in which audit cognizance is determined, a Federal awarding agency with cognizance for an auditee may reassign

cognizance to another Federal awarding agency that provides substantial funding and agrees to be the cognizant agency for audit. Within 30 calendar days after any reassignment, both the old and the new cognizant agency for audit must provide notice of the change to the FAC, the auditee, and, if known, the auditor. The cognizant agency for audit must:

(i) Provide technical audit advice and liaison assistance to auditees and auditors.

(ii) Obtain or conduct quality control reviews on selected audits made by non-Federal auditors, and provide the results to other interested organizations. Cooperate and provide support to the Federal agency designated by OMB to lead a governmentwide project to determine the quality of single audits by providing a reliable estimate of the extent that single audits conform to applicable requirements, standards, and procedures; and to make recommendations to address noted audit quality issues, including recommendations for any changes to applicable requirements, standards and procedures indicated by the results of the project. The governmentwide project can rely on the current and on-going quality control review work performed by the agencies, State auditors, and professional audit associations. This governmentwide audit quality project must be performed once every 6 years (or at such other interval as determined by OMB), and the results must be public.

(iii) Promptly inform other affected Federal agencies and appropriate Federal law enforcement officials of any direct reporting by the auditee or its auditor required by GAGAS or statutes and regulations.

(iv) Advise the community of independent auditors of any noteworthy or important factual trends related to the quality of audits stemming from quality control reviews. Significant problems or quality issues consistently identified through quality control reviews of audit reports must be referred to appropriate state licensing agencies and professional bodies.

(v) Advise the auditor, Federal awarding agencies, and, where appropriate, the auditee of any deficiencies found in the audits when the defi-

ciencies require corrective action by the auditor. When advised of deficiencies, the auditee must work with the auditor to take corrective action. If corrective action is not taken, the cognizant agency for audit must notify the auditor, the auditee, and applicable Federal awarding agencies and pass-through entities of the facts and make recommendations for follow-up action. Major inadequacies or repetitive substandard performance by auditors must be referred to appropriate state licensing agencies and professional bodies for disciplinary action.

(vi) Coordinate, to the extent practical, audits or reviews made by or for Federal agencies that are in addition to the audits made pursuant to this part, so that the additional audits or reviews build upon rather than duplicate audits performed in accordance with this part.

(vii) Coordinate a management decision for cross-cutting audit findings (see in § 200.1 of this part) that affect the Federal programs of more than one agency when requested by any Federal awarding agency whose awards are included in the audit finding of the auditee.

(viii) Coordinate the audit work and reporting responsibilities among auditors to achieve the most cost-effective audit.

(ix) Provide advice to auditees as to how to handle changes in fiscal years.

(b) *Oversight agency for audit responsibilities.* An auditee who does not have a designated cognizant agency for audit will be under the general oversight of the Federal agency determined in accordance with § 200.1 *oversight agency for audit*. A Federal agency with oversight for an auditee may reassign oversight to another Federal agency that agrees to be the oversight agency for audit. Within 30 calendar days after any reassignment, both the old and the new oversight agency for audit must provide notice of the change to the FAC, the auditee, and, if known, the auditor. The oversight agency for audit:

(1) Must provide technical advice to auditees and auditors as requested.

(2) May assume all or some of the responsibilities normally performed by a cognizant agency for audit.

(c) *Federal awarding agency responsibilities.* The Federal awarding agency must perform the following for the Federal awards it makes (See also the requirements of § 200.211):

(1) Ensure that audits are completed and reports are received in a timely manner and in accordance with the requirements of this part.

(2) Provide technical advice and counsel to auditees and auditors as requested.

(3) Follow-up on audit findings to ensure that the recipient takes appropriate and timely corrective action. As part of audit follow-up, the Federal awarding agency must:

(i) Issue a management decision as prescribed in § 200.521;

(ii) Monitor the recipient taking appropriate and timely corrective action;

(iii) Use cooperative audit resolution mechanisms (see the definition of *cooperative audit resolution* in § 200.1 of this part) to improve Federal program outcomes through better audit resolution, follow-up, and corrective action; and

(iv) Develop a baseline, metrics, and targets to track, over time, the effectiveness of the Federal agency's process to follow-up on audit findings and on the effectiveness of Single Audits in improving non-Federal entity accountability and their use by Federal awarding agencies in making award decisions.

(4) Provide OMB annual updates to the compliance supplement and work with OMB to ensure that the compliance supplement focuses the auditor to test the compliance requirements most likely to cause improper payments, fraud, waste, abuse or generate audit finding for which the Federal awarding agency will take sanctions.

(5) Provide OMB with the name of a single audit accountable official from among the senior policy officials of the Federal awarding agency who must be:

(i) Responsible for ensuring that the agency fulfills all the requirements of paragraph (c) of this section and effectively uses the single audit process to reduce improper payments and improve Federal program outcomes.

(ii) Held accountable to improve the effectiveness of the single audit process based upon metrics as described in paragraph (c)(3)(iv) of this section.

(iii) Responsible for designating the Federal agency's key management single audit liaison.

(6) Provide OMB with the name of a key management single audit liaison who must:

(i) Serve as the Federal awarding agency's management point of contact for the single audit process both within and outside the Federal Government.

(ii) Promote interagency coordination, consistency, and sharing in areas such as coordinating audit follow-up; identifying higher-risk non-Federal entities; providing input on single audit and follow-up policy; enhancing the utility of the FAC; and studying ways to use single audit results to improve Federal award accountability and best practices.

(iii) Oversee training for the Federal awarding agency's program management personnel related to the single audit process.

(iv) Promote the Federal awarding agency's use of cooperative audit resolution mechanisms.

(v) Coordinate the Federal awarding agency's activities to ensure appropriate and timely follow-up and corrective action on audit findings.

(vi) Organize the Federal cognizant agency for audit's follow-up on cross-cutting audit findings that affect the Federal programs of more than one Federal awarding agency.

(vii) Ensure the Federal awarding agency provides annual updates of the compliance supplement to OMB.

(viii) Support the Federal awarding agency's single audit accountable official's mission.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49573, Aug. 13, 2020]

AUDITORS

§ 200.514 Scope of audit.

(a) *General.* The audit must be conducted in accordance with GAGAS. The audit must cover the entire operations of the auditee, or, at the option of the auditee, such audit must include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during such audit period, provided that each such

audit must encompass the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit, which must be considered to be a non-Federal entity. The financial statements and schedule of expenditures of Federal awards must be for the same audit period.

(b) *Financial statements.* The auditor must determine whether the financial statements of the auditee are presented fairly in all material respects in accordance with generally accepted accounting principles. The auditor must also determine whether the schedule of expenditures of Federal awards is stated fairly in all material respects in relation to the auditee's financial statements as a whole.

(c) *Internal control.* (1) The compliance supplement provides guidance on internal controls over Federal programs based upon the guidance in Standards for Internal Control in the Federal Government issued by the Comptroller General of the United States and the Internal Control—Integrated Framework, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(2) In addition to the requirements of GAGAS, the auditor must perform procedures to obtain an understanding of internal control over Federal programs sufficient to plan the audit to support a low assessed level of control risk of noncompliance for major programs.

(3) Except as provided in paragraph (c)(4) of this section, the auditor must:

(i) Plan the testing of internal control over compliance for major programs to support a low assessed level of control risk for the assertions relevant to the compliance requirements for each major program; and

(ii) Perform testing of internal control as planned in paragraph (c)(3)(i) of this section.

(4) When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing described in paragraph (c)(3) of this section are not required for those compliance requirements. However, the auditor must report a significant deficiency or mate-

rial weakness in accordance with § 200.516, assess the related control risk at the maximum, and consider whether additional compliance tests are required because of ineffective internal control.

(d) *Compliance.* (1) In addition to the requirements of GAGAS, the auditor must determine whether the auditee has complied with Federal statutes, regulations, and the terms and conditions of Federal awards that may have a direct and material effect on each of its major programs.

(2) The principal compliance requirements applicable to most Federal programs and the compliance requirements of the largest Federal programs are included in the compliance supplement.

(3) For the compliance requirements related to Federal programs contained in the compliance supplement, an audit of these compliance requirements will meet the requirements of this part. Where there have been changes to the compliance requirements and the changes are not reflected in the compliance supplement, the auditor must determine the current compliance requirements and modify the audit procedures accordingly. For those Federal programs not covered in the compliance supplement, the auditor must follow the compliance supplement's guidance for programs not included in the supplement.

(4) When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing described in paragraph (c)(3) of this section are not required for those compliance requirements. However, the auditor must report a significant deficiency or material weakness in accordance with § 200.516, assess the related control risk at the

(e) *Audit follow-up.* The auditor must follow-up on prior audit findings, perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with § 200.511(b), and report, as a current year audit finding, when the auditor concludes that the summary schedule of prior

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audit findings materially misrepresents the status of any prior audit finding. The auditor must perform audit follow-up procedures regardless of whether a prior audit finding relates to a major program in the current year.

(f) *Data collection form.* As required in § 200.512(b)(3), the auditor must complete and sign specified sections of the data collection form.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49574, Aug. 13, 2020; 86 FR 10440, Feb. 22, 2021]

§ 200.515 Audit reporting.

The auditor's report(s) may be in the form of either combined or separate reports and may be organized differently from the manner presented in this section. The auditor's report(s) must state that the audit was conducted in accordance with this part and include the following:

(a) *Financial statements.* The auditor must determine and provide an opinion (or disclaimer of opinion) whether the financial statements of the auditee are presented fairly in all materials respects in accordance with generally accepted accounting principles (or a special purpose framework such as cash, modified cash, or regulatory as required by state law). The auditor must also decide whether the schedule of expenditures of Federal awards is stated fairly in all material respects in relation to the auditee's financial statements as a whole.

(b) A report on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, non-compliance with which could have a material effect on the financial statements. This report must describe the scope of testing of internal control and compliance and the results of the tests, and, where applicable, it will refer to the separate schedule of findings and questioned costs described in paragraph (d) of this section.

(c) A report on compliance for each major program and a report on internal control over compliance. This report must describe the scope of testing of internal control over compliance, include an opinion or disclaimer of opinion as to whether the auditee complied with Federal statutes, regulations, and

the terms and conditions of Federal awards which could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs described in paragraph (d) of this section.

(d) A schedule of findings and questioned costs which must include the following three components:

(1) A summary of the auditor's results, which must include:

(i) The type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);

(ii) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control were disclosed by the audit of the financial statements;

(iii) A statement as to whether the audit disclosed any noncompliance that is material to the financial statements of the auditee;

(iv) Where applicable, a statement about whether significant deficiencies or material weaknesses in internal control over major programs were disclosed by the audit;

(v) The type of report the auditor issued on compliance for major programs (i.e., unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion);

(vi) A statement as to whether the audit disclosed any audit findings that the auditor is required to report under § 200.516(a);

(vii) An identification of major programs by listing each individual major program; however, in the case of a cluster of programs, only the cluster name as shown on the Schedule of Expenditures of Federal Awards is required;

(viii) The dollar threshold used to distinguish between Type A and Type B programs, as described in § 200.518(b)(1) or (3) when a recalculation of the Type A threshold is required for large loan or loan guarantees; and

(ix) A statement as to whether the auditee qualified as a low-risk auditee under § 200.520.

(2) Findings relating to the financial statements which are required to be reported in accordance with GAGAS.

(3) Findings and questioned costs for Federal awards which must include audit findings as defined in § 200.516(a).

(i) Audit findings (e.g., internal control findings, compliance findings, questioned costs, or fraud) that relate to the same issue must be presented as a single audit finding. Where practical, audit findings should be organized by Federal agency or pass-through entity.

(ii) Audit findings that relate to both the financial statements and Federal awards, as reported under paragraphs (d)(2) and (d)(3) of this section, respectively, must be reported in both sections of the schedule. However, the reporting in one section of the schedule may be in summary form with a reference to a detailed reporting in the other section of the schedule.

(e) Nothing in this part precludes combining of the audit reporting required by this section with the reporting required by § 200.512(b) when allowed by GAGAS and appendix X to this part.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49574, Aug. 13, 2020]

§ 200.516 Audit findings.

(a) *Audit findings reported.* The auditor must report the following as audit findings in a schedule of findings and questioned costs:

(1) Significant deficiencies and material weaknesses in internal control over major programs and significant instances of abuse relating to major programs. The auditor's determination of whether a deficiency in internal control is a significant deficiency or a material weakness for the purpose of reporting an audit finding is in relation to a type of compliance requirement for a major program identified in the Compliance Supplement.

(2) Material noncompliance with the provisions of Federal statutes, regulations, or the terms and conditions of Federal awards related to a major program. The auditor's determination of whether a noncompliance with the provisions of Federal statutes, regulations, or the terms and conditions of Federal awards is material for the purpose of reporting an audit finding is in relation to a type of compliance re-

quirement for a major program identified in the compliance supplement.

(3) Known questioned costs that are greater than \$25,000 for a type of compliance requirement for a major program. Known questioned costs are those specifically identified by the auditor. In evaluating the effect of questioned costs on the opinion on compliance, the auditor considers the best estimate of total costs questioned (likely questioned costs), not just the questioned costs specifically identified (known questioned costs). The auditor must also report known questioned costs when likely questioned costs are greater than \$25,000 for a type of compliance requirement for a major program. In reporting questioned costs, the auditor must include information to provide proper perspective for judging the prevalence and consequences of the questioned costs.

(4) Known questioned costs that are greater than \$25,000 for a Federal program which is not audited as a major program. Except for audit follow-up, the auditor is not required under this part to perform audit procedures for such a Federal program; therefore, the auditor will normally not find questioned costs for a program that is not audited as a major program. However, if the auditor does become aware of questioned costs for a Federal program that is not audited as a major program (e.g., as part of audit follow-up or other audit procedures) and the known questioned costs are greater than \$25,000, then the auditor must report this as an audit finding.

(5) The circumstances concerning why the auditor's report on compliance for each major program is other than an unmodified opinion, unless such circumstances are otherwise reported as audit findings in the schedule of findings and questioned costs for Federal awards.

(6) Known or likely fraud affecting a Federal award, unless such fraud is otherwise reported as an audit finding in the schedule of findings and questioned costs for Federal awards. This paragraph does not require the auditor to report publicly information which could compromise investigative or

legal proceedings or to make an additional reporting when the auditor confirms that the fraud was reported outside the auditor's reports under the direct reporting requirements of GAGAS.

(7) Instances where the results of audit follow-up procedures disclosed that the summary schedule of prior audit findings prepared by the auditee in accordance with § 200.511(b) materially misrepresents the status of any prior audit finding.

(b) *Audit finding detail and clarity.* Audit findings must be presented in sufficient detail and clarity for the auditee to prepare a corrective action plan and take corrective action, and for Federal agencies and pass-through entities to arrive at a management decision. The following specific information must be included, as applicable, in audit findings:

(1) Federal program and specific Federal award identification including the Assistance Listings title and number, Federal award identification number and year, name of Federal agency, and name of the applicable pass-through entity. When information, such as the Assistance Listings title and number or Federal award identification number, is not available, the auditor must provide the best information available to describe the Federal award.

(2) The criteria or specific requirement upon which the audit finding is based, including the Federal statutes, regulations, or the terms and conditions of the Federal awards. Criteria generally identify the required or desired state or expectation with respect to the program or operation. Criteria provide a context for evaluating evidence and understanding findings.

(3) The condition found, including facts that support the deficiency identified in the audit finding.

(4) A statement of cause that identifies the reason or explanation for the condition or the factors responsible for the difference between the situation that exists (condition) and the required or desired state (criteria), which may also serve as a basis for recommendations for corrective action.

(5) The possible asserted effect to provide sufficient information to the auditee and Federal agency, or pass-through entity in the case of a sub-

recipient, to permit them to determine the cause and effect to facilitate prompt and proper corrective action. A statement of the effect or potential effect should provide a clear, logical link to establish the impact or potential impact of the difference between the condition and the criteria.

(6) Identification of questioned costs and how they were computed. Known questioned costs must be identified by applicable Assistance Listings number(s) and applicable Federal award identification number(s).

(7) Information to provide proper perspective for judging the prevalence and consequences of the audit findings, such as whether the audit findings represent an isolated instance or a systemic problem. Where appropriate, instances identified must be related to the universe and the number of cases examined and be quantified in terms of dollar value. The auditor should report whether the sampling was a statistically valid sample.

(8) Identification of whether the audit finding was a repeat of a finding in the immediately prior audit and if so any applicable prior year audit finding numbers.

(9) Recommendations to prevent future occurrences of the deficiency identified in the audit finding.

(10) Views of responsible officials of the auditee.

(c) *Reference numbers.* Each audit finding in the schedule of findings and questioned costs must include a reference number in the format meeting the requirements of the data collection form submission required by § 200.512(b) to allow for easy referencing of the audit findings during follow-up.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49574, Aug. 13, 2020]

§ 200.517 Audit documentation.

(a) *Retention of audit documentation.* The auditor must retain audit documentation and reports for a minimum of three years after the date of issuance of the auditor's report(s) to the auditee, unless the auditor is notified in writing by the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. When the auditor is

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aware that the Federal agency, pass-through entity, or auditee is contesting an audit finding, the auditor must contact the parties contesting the audit finding for guidance prior to destruction of the audit documentation and reports.

(b) *Access to audit documentation.* Audit documentation must be made available upon request to the cognizant or oversight agency for audit or its designee, cognizant agency for indirect cost, a Federal agency, or GAO at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to audit documentation includes the right of Federal agencies to obtain copies of audit documentation, as is reasonable and necessary.

§ 200.518 Major program determination.

(a) *General.* The auditor must use a risk-based approach to determine which Federal programs are major programs. This risk-based approach must include consideration of: current and prior audit experience, oversight by Federal agencies and pass-through entities, and the inherent risk of the Federal program. The process in paragraphs (b) through (h) of this section must be followed.

(b) *Step one.* (1) The auditor must identify the larger Federal programs, which must be labeled Type A programs. Type A programs are defined as Federal programs with Federal awards expended during the audit period exceeding the levels outlined in the table in this paragraph (b)(1):

| Total Federal awards expended | Type A/B threshold |
|--|--|
| Equal to or exceed \$750,000 but less than or equal to \$25 million. | \$750,000. |
| Exceed \$25 million but less than or equal to \$100 million. | Total Federal awards expended times .03. |
| Exceed \$100 million but less than or equal to \$1 billion. | \$3 million. |
| Exceed \$1 billion but less than or equal to \$10 billion. | Total Federal awards expended times .003. |
| Exceed \$10 billion but less than or equal to \$20 billion. | \$30 million. |
| Exceed \$20 billion | Total Federal awards expended times .0015. |

(2) Federal programs not labeled Type A under paragraph (b)(1) of this section must be labeled Type B programs.

(3) The inclusion of large loan and loan guarantees (loans) must not result in the exclusion of other programs as Type A programs. When a Federal program providing loans exceeds four times the largest non-loan program it is considered a large loan program, and the auditor must consider this Federal program as a Type A program and exclude its values in determining other Type A programs. This recalculation of the Type A program is performed after removing the total of all large loan programs. For the purposes of this paragraph a program is only considered to be a Federal program providing loans if the value of Federal awards expended for loans within the program comprises fifty percent or more of the total Federal awards expended for the program. A cluster of programs is treated as one program and the value of Federal awards expended under a loan program is determined as described in § 200.502.

(4) For biennial audits permitted under § 200.504, the determination of Type A and Type B programs must be based upon the Federal awards expended during the two-year period.

(c) *Step two.* (1) The auditor must identify Type A programs which are low-risk. In making this determination, the auditor must consider whether the requirements in § 200.519(c), the results of audit follow-up, or any changes in personnel or systems affecting the program indicate significantly increased risk and preclude the program from being low risk. For a Type A program to be considered low-risk, it must have been audited as a major program in at least one of the two most recent audit periods (in the most recent audit period in the case of a biennial audit), and, in the most recent audit period, the program must have not had:

(i) Internal control deficiencies which were identified as material weaknesses in the auditor's report on internal control for major programs as required under § 200.515(c);

(ii) A modified opinion on the program in the auditor's report on major

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programs as required under § 200.515(c); or

(iii) Known or likely questioned costs that exceed five percent of the total Federal awards expended for the program.

(2) Notwithstanding paragraph (c)(1) of this section, OMB may approve a Federal awarding agency's request that a Type A program may not be considered low risk for a certain recipient. For example, it may be necessary for a large Type A program to be audited as a major program each year at a particular recipient to allow the Federal awarding agency to comply with 31 U.S.C. 3515. The Federal awarding agency must notify the recipient and, if known, the auditor of OMB's approval at least 180 calendar days prior to the end of the fiscal year to be audited.

(d) *Step three.* (1) The auditor must identify Type B programs which are high-risk using professional judgment and the criteria in § 200.519. However, the auditor is not required to identify more high-risk Type B programs than at least one fourth the number of low-risk Type A programs identified as low-risk under Step 2 (paragraph (c) of this section). Except for known material weakness in internal control or compliance problems as discussed in § 200.519(b)(1) and (2) and (c)(1), a single criterion in risk would seldom cause a Type B program to be considered high-risk. When identifying which Type B programs to risk assess, the auditor is encouraged to use an approach which provides an opportunity for different high-risk Type B programs to be audited as major over a period of time.

(2) The auditor is not expected to perform risk assessments on relatively small Federal programs. Therefore, the auditor is only required to perform risk assessments on Type B programs that exceed twenty-five percent (0.25) of the Type A threshold determined in Step 1 (paragraph (b) of this section).

(e) *Step four.* At a minimum, the auditor must audit all of the following as major programs:

(1) All Type A programs not identified as low risk under step two (paragraph (c)(1) of this section).

(2) All Type B programs identified as high-risk under step three (paragraph (d) of this section).

(3) Such additional programs as may be necessary to comply with the percentage of coverage rule discussed in paragraph (f) of this section. This may require the auditor to audit more programs as major programs than the number of Type A programs.

(f) *Percentage of coverage rule.* If the auditee meets the criteria in § 200.520, the auditor need only audit the major programs identified in Step 4 (paragraphs (e)(1) and (2) of this section) and such additional Federal programs with Federal awards expended that, in aggregate, all major programs encompass at least 20 percent (0.20) of total Federal awards expended. Otherwise, the auditor must audit the major programs identified in Step 4 (paragraphs (e)(1) and (2) of this section) and such additional Federal programs with Federal awards expended that, in aggregate, all major programs encompass at least 40 percent (0.40) of total Federal awards expended.

(g) *Documentation of risk.* The auditor must include in the audit documentation the risk analysis process used in determining major programs.

(h) *Auditor's judgment.* When the major program determination was performed and documented in accordance with this Subpart, the auditor's judgment in applying the risk-based approach to determine major programs must be presumed correct. Challenges by Federal agencies and pass-through entities must only be for clearly improper use of the requirements in this part. However, Federal agencies and pass-through entities may provide auditors guidance about the risk of a particular Federal program and the auditor must consider this guidance in determining major programs in audits not yet completed.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014; 85 FR 49574, Aug. 13, 2020]

§ 200.519 Criteria for Federal program risk.

(a) *General.* The auditor's determination should be based on an overall evaluation of the risk of noncompliance occurring that could be material to the

Federal program. The auditor must consider criteria, such as described in paragraphs (b), (c), and (d) of this section, to identify risk in Federal programs. Also, as part of the risk analysis, the auditor may wish to discuss a particular Federal program with auditee management and the Federal agency or pass-through entity.

(b) *Current and prior audit experience.*

(1) Weaknesses in internal control over Federal programs would indicate higher risk. Consideration should be given to the control environment over Federal programs and such factors as the expectation of management's adherence to Federal statutes, regulations, and the terms and conditions of Federal awards and the competence and experience of personnel who administer the Federal programs.

(i) A Federal program administered under multiple internal control structures may have higher risk. When assessing risk in a large single audit, the auditor must consider whether weaknesses are isolated in a single operating unit (e.g., one college campus) or pervasive throughout the entity.

(ii) When significant parts of a Federal program are passed through to subrecipients, a weak system for monitoring subrecipients would indicate higher risk.

(2) Prior audit findings would indicate higher risk, particularly when the situations identified in the audit findings could have a significant impact on a Federal program or have not been corrected.

(3) Federal programs not recently audited as major programs may be of higher risk than Federal programs recently audited as major programs without audit findings.

(c) *Oversight exercised by Federal agencies and pass-through entities.* (1) Oversight exercised by Federal agencies or pass-through entities could be used to assess risk. For example, recent monitoring or other reviews performed by an oversight entity that disclosed no significant problems would indicate lower risk, whereas monitoring that disclosed significant problems would indicate higher risk.

(2) Federal agencies, with the concurrence of OMB, may identify Federal programs that are higher risk. OMB

will provide this identification in the compliance supplement.

(d) *Inherent risk of the Federal program.* (1) The nature of a Federal program may indicate risk. Consideration should be given to the complexity of the program and the extent to which the Federal program contracts for goods and services. For example, Federal programs that disburse funds through third-party contracts or have eligibility criteria may be of higher risk. Federal programs primarily involving staff payroll costs may have high risk for noncompliance with requirements of § 200.430, but otherwise be at low risk.

(2) The phase of a Federal program in its life cycle at the Federal agency may indicate risk. For example, a new Federal program with new or interim regulations may have higher risk than an established program with time-tested regulations. Also, significant changes in Federal programs, statutes, regulations, or the terms and conditions of Federal awards may increase risk.

(3) The phase of a Federal program in its life cycle at the auditee may indicate risk. For example, during the first and last years that an auditee participates in a Federal program, the risk may be higher due to start-up or close-out of program activities and staff.

(4) Type B programs with larger Federal awards expended would be of higher risk than programs with substantially smaller Federal awards expended.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49575, Aug. 13, 2020]

§ 200.520 Criteria for a low-risk auditee.

An auditee that meets all of the following conditions for each of the preceding two audit periods must qualify as a low-risk auditee and be eligible for reduced audit coverage in accordance with § 200.518.

(a) Single audits were performed on an annual basis in accordance with the provisions of this Subpart, including submitting the data collection form and the reporting package to the FAC within the timeframe specified in § 200.512. A non-Federal entity that has

biennial audits does not qualify as a low-risk auditee.

(b) The auditor's opinion on whether the financial statements were prepared in accordance with GAAP, or a basis of accounting required by state law, and the auditor's in relation to opinion on the schedule of expenditures of Federal awards were unmodified.

(c) There were no deficiencies in internal control which were identified as material weaknesses under the requirements of GAGAS.

(d) The auditor did not report a substantial doubt about the auditee's ability to continue as a going concern.

(e) None of the Federal programs had audit findings from any of the following in either of the preceding two audit periods in which they were classified as Type A programs:

(1) Internal control deficiencies that were identified as material weaknesses in the auditor's report on internal control for major programs as required under § 200.515(c);

(2) A modified opinion on a major program in the auditor's report on major programs as required under § 200.515(c); or

(3) Known or likely questioned costs that exceeded five percent of the total Federal awards expended for a Type A program during the audit period.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49575, Aug. 13, 2020]

MANAGEMENT DECISIONS

§ 200.521 Management decision.

(a) *General.* The management decision must clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments, or take other action. If the auditee has not completed corrective action, a timetable for follow-up should be given. Prior to issuing the management decision, the Federal agency or pass-through entity may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs. The management decision should describe any appeal process available to the auditee. While not

required, the Federal agency or pass-through entity may also issue a management decision on findings relating to the financial statements which are required to be reported in accordance with GAGAS.

(b) *Federal agency.* As provided in § 200.513(a)(3)(vii), the cognizant agency for audit must be responsible for coordinating a management decision for audit findings that affect the programs of more than one Federal agency. As provided in § 200.513(c)(3)(i), a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to non-Federal entities.

(c) *Pass-through entity.* As provided in § 200.332(d), the pass-through entity must be responsible for issuing a management decision for audit findings that relate to Federal awards it makes to subrecipients.

(d) *Time requirements.* The Federal awarding agency or pass-through entity responsible for issuing a management decision must do so within six months of acceptance of the audit report by the FAC. The auditee must initiate and proceed with corrective action as rapidly as possible and corrective action should begin no later than upon receipt of the audit report.

(e) *Reference numbers.* Management decisions must include the reference numbers the auditor assigned to each audit finding in accordance with § 200.516(c).

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49575, Aug. 13, 2020]

APPENDIX I TO PART 200—FULL TEXT OF NOTICE OF FUNDING OPPORTUNITY

The full text of the notice of funding opportunity is organized in sections. The required format outlined in this appendix indicates immediately following the title of each section whether that section is required in every announcement or is a Federal awarding agency option. The format is designed so that similar types of information will appear in the same sections in announcements of different Federal funding opportunities. Toward that end, there is text in each of the following sections to describe the types of information that a Federal awarding agency would include in that section of an actual announcement.

A Federal awarding agency that wishes to include information that the format does not

specifically discuss may address that subject in whatever section(s) is most appropriate. For example, if a Federal awarding agency chooses to address performance goals in the announcement, it might do so in the funding opportunity description, the application content, or the reporting requirements.

Similarly, when this format calls for a type of information to be in a particular section, a Federal awarding agency wishing to address that subject in other sections may elect to repeat the information in those sections or use cross references between the sections (there should be hyperlinks for cross-references in any electronic versions of the announcement). For example, a Federal awarding agency may want to include Section A information about the types of non-Federal entities who are eligible to apply. The format specifies a standard location for that information in Section C.1 but does not preclude repeating the information in Section A or creating a cross reference between Section A and C.1, as long as a potential applicant can find the information quickly and easily from the standard location.

The sections of the full text of the announcement are described in the following paragraphs.

A. PROGRAM DESCRIPTION—REQUIRED

This section contains the full program description of the funding opportunity. It may be as long as needed to adequately communicate to potential applicants the areas in which funding may be provided. It describes the Federal awarding agency's funding priorities or the technical or focus areas in which the Federal awarding agency intends to provide assistance. As appropriate, it may include any program history (*e.g.*, whether this is a new program or a new or changed area of program emphasis). This section must include program goals and objectives, a reference to the relevant Assistance Listings, a description of how the award will contribute to the achievement of the program's goals and objectives, and the expected performance goals, indicators, targets, baseline data, data collection, and other outcomes such Federal awarding agency expects to achieve, and may include examples of successful projects that have been funded previously. This section also may include other information the Federal awarding agency deems necessary, and must at a minimum include citations for authorizing statutes and regulations for the funding opportunity.

B. FEDERAL AWARD INFORMATION—REQUIRED

This section provides sufficient information to help an applicant make an informed decision about whether to submit a proposal. Relevant information could include the total amount of funding that the Federal awarding agency expects to award through the an-

nouncement; the expected performance indicators, targets, baseline data, and data collection; the anticipated number of Federal awards; the expected amounts of individual Federal awards (which may be a range); the amount of funding per Federal award, on average, experienced in previous years; and the anticipated start dates and periods of performance for new Federal awards. This section also should address whether applications for renewal or supplementation of existing projects are eligible to compete with applications for new Federal awards.

This section also must indicate the type(s) of assistance instrument (*e.g.*, grant, cooperative agreement) that may be awarded if applications are successful. If cooperative agreements may be awarded, this section either should describe the "substantial involvement" that the Federal awarding agency expects to have or should reference where the potential applicant can find that information (*e.g.*, in the funding opportunity description in Section A. or Federal award administration information in Section D. If procurement contracts also may be awarded, this must be stated.

C. ELIGIBILITY INFORMATION

This section addresses the considerations or factors that determine applicant or application eligibility. This includes the eligibility of particular types of applicant organizations, any factors affecting the eligibility of the principal investigator or project director, and any criteria that make particular projects ineligible. Federal agencies should make clear whether an applicant's failure to meet an eligibility criterion by the time of an application deadline will result in the Federal awarding agency returning the application without review or, even though an application may be reviewed, will preclude the Federal awarding agency from making a Federal award. Key elements to be addressed are:

1. *Eligible Applicants—Required.* Announcements must clearly identify the types of entities that are eligible to apply. If there are no restrictions on eligibility, this section may simply indicate that all potential applicants are eligible. If there are restrictions on eligibility, it is important to be clear about the specific types of entities that are eligible, not just the types that are ineligible. For example, if the program is limited to nonprofit organizations subject to 26 U.S.C. 501(c)(3) of the tax code (26 U.S.C. 501(c)(3)), the announcement should say so. Similarly, it is better to state explicitly that Native American tribal organizations are eligible than to assume that they can unambiguously infer that from a statement that nonprofit organizations may apply. Eligibility also can be expressed by exception, (*e.g.*, open to all

types of domestic applicants other than individuals). This section should refer to any portion of Section D specifying documentation that must be submitted to support an eligibility determination (e.g., proof of 501(c)(3) status as determined by the Internal Revenue Service or an authorizing tribal resolution). To the extent that any funding restriction in Section D.6 could affect the eligibility of an applicant or project, the announcement must either restate that restriction in this section or provide a cross-reference to its description in Section D.6.

2. *Cost Sharing or Matching—Required.* Announcements must state whether there is required cost sharing, matching, or cost participation without which an application would be ineligible (if cost sharing is not required, the announcement must explicitly say so). Required cost sharing may be a certain percentage or amount, or may be in the form of contributions of specified items or activities (e.g., provision of equipment). It is important that the announcement be clear about any restrictions on the types of cost (e.g., in-kind contributions) that are acceptable as cost sharing. Cost sharing as an eligibility criterion includes requirements based in statute or regulation, as described in §200.306 of this Part. This section should refer to the appropriate portion(s) of section D, stating any pre-award requirements for submission of letters or other documentation to verify commitments to meet cost-sharing requirements if a Federal award is made.

3. *Other—Required, if applicable.* If there are other eligibility criteria (i.e., criteria that have the effect of making an application or project ineligible for Federal awards, whether referred to as “responsiveness” criteria, “go-no go” criteria, “threshold” criteria, or in other ways), must be clearly stated and must include a reference to the regulation of requirement that describes the restriction, as applicable. For example, if entities that have been found to be in violation of a particular Federal statute are ineligible, it is important to say so. This section must also state any limit on the number of applications an applicant may submit under the announcement and make clear whether the limitation is on the submitting organization, individual investigator/program director, or both. This section should also address any eligibility criteria for beneficiaries or for program participants other than Federal award recipients.

D. APPLICATION AND SUBMISSION INFORMATION

1. *Address to Request Application Package—Required.* Potential applicants must be told how to get application forms, kits, or other materials needed to apply (if this announcement contains everything needed, this section need only say so). An Internet address where the materials can be accessed is ac-

ceptable. However, since high-speed Internet access is not yet universally available for downloading documents, and applicants may have additional accessibility requirements, there also should be a way for potential applicants to request paper copies of materials, such as a U.S. Postal Service mailing address, telephone or FAX number, Telephone Device for the Deaf (TDD), Text Telephone (TTY) number, and/or Federal Information Relay Service (FIRS) number.

2. *Content and Form of Application Submission—Required.* This section must identify the required content of an application and the forms or formats that an applicant must use to submit it. If any requirements are stated elsewhere because they are general requirements that apply to multiple programs or funding opportunities, this section should refer to where those requirements may be found. This section also should include required forms or formats as part of the announcement or state where the applicant may obtain them.

This section should specifically address content and form or format requirements for:

i. Pre-applications, letters of intent, or white papers required or encouraged (see Section D.4), including any limitations on the number of pages or other formatting requirements similar to those for full applications.

ii. The application as a whole. For all submissions, this would include any limitations on the number of pages, font size and typeface, margins, paper size, number of copies, and sequence or assembly requirements. If electronic submission is permitted or required, this could include special requirements for formatting or signatures.

iii. Component pieces of the application (e.g., if all copies of the application must bear original signatures on the face page or the program narrative may not exceed 10 pages). This includes any pieces that may be submitted separately by third parties (e.g., references or letters confirming commitments from third parties that will be contributing a portion of any required cost sharing).

iv. Information that successful applicants must submit after notification of intent to make a Federal award, but prior to a Federal award. This could include evidence of compliance with requirements relating to human subjects or information needed to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. 4321–4370h).

3. *Unique entity identifier and System for Award Management (SAM)—Required.* This paragraph must state clearly that each applicant (unless the applicant is an individual or Federal awarding agency that is excepted from those requirements under 2 CFR 25.110(b) or (c), or has an exception approved by the Federal awarding agency under 2 CFR

25.110(d)) is required to: (i) Be registered in SAM before submitting its application; (ii) Provide a valid unique entity identifier in its application; and (iii) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. It also must state that the Federal awarding agency may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Federal awarding agency is ready to make a Federal award, the Federal awarding agency may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

4. *Submission Dates and Times—Required.* Announcements must identify due dates and times for all submissions. This includes not only the full applications but also any preliminary submissions (e.g., letters of intent, white papers, or pre-applications). It also includes any other submissions of information before Federal award that are separate from the full application. If the funding opportunity is a general announcement that is open for a period of time with no specific due dates for applications, this section should say so. Note that the information on dates that is included in this section also must appear with other overview information in a location preceding the full text of the announcement (see § 200.204 of this part).

5. *Intergovernmental Review—Required, if applicable.* If the funding opportunity is subject to Executive Order 12372, “Intergovernmental Review of Federal Programs,” the notice must say so and applicants must contact their state’s Single Point of Contact (SPOC) to find out about and comply with the state’s process under Executive Order 12372, it may be useful to inform potential applicants that the names and addresses of the SPOCs are listed in the Office of Management and Budget’s website.

6. *Funding Restrictions—Required.* Notices must include information on funding restrictions in order to allow an applicant to develop an application and budget consistent with program requirements. Examples are whether construction is an allowable activity, if there are any limitations on direct costs such as foreign travel or equipment purchases, and if there are any limits on indirect costs (or facilities and administrative costs). Applicants must be advised if Federal awards will not allow reimbursement of pre-Federal award costs.

7. *Other Submission Requirements—Required.* This section must address any other submission requirements not included in the other paragraphs of this section. This might in-

clude the format of submission, i.e., paper or electronic, for each type of required submission. Applicants should not be required to submit in more than one format and this section should indicate whether they may choose whether to submit applications in hard copy or electronically, may submit only in hard copy, or may submit only electronically.

This section also must indicate where applications (and any pre-applications) must be submitted if sent by postal mail, electronic means, or hand-delivery. For postal mail submission, this must include the name of an office, official, individual or function (e.g., application receipt center) and a complete mailing address. For electronic submission, this must include the URL or email address; whether a password(s) is required; whether particular software or other electronic capabilities are required; what to do in the event of system problems and a point of contact who will be available in the event the applicant experiences technical difficulties.¹

E. APPLICATION REVIEW INFORMATION

1. *Criteria—Required.* This section must address the criteria that the Federal awarding agency will use to evaluate applications. This includes the merit and other review criteria that evaluators will use to judge applications, including any statutory, regulatory, or other preferences (e.g., minority status or Native American tribal preferences) that will be applied in the review process. These criteria are distinct from eligibility criteria that are addressed before an application is accepted for review and any program policy or other factors that are applied during the selection process, after the review process is completed. The intent is to make the application process transparent so applicants can make informed decisions when preparing their applications to maximize fairness of the process. The announcement should clearly describe all criteria, including any sub-criteria. If criteria vary in importance, the announcement should specify the relative percentages, weights, or other means used to distinguish among them. For statutory, regulatory, or other preferences, the announcement should provide a detailed explanation of those preferences with an explicit indication of their effect (e.g., whether they result in additional points being assigned).

¹With respect to electronic methods for providing information about funding opportunities or accepting applicants’ submissions of information, each Federal awarding agency is responsible for compliance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

If an applicant's proposed cost sharing will be considered in the review process (as opposed to being an eligibility criterion described in Section C.2), the announcement must specifically address how it will be considered (e.g., to assign a certain number of additional points to applicants who offer cost sharing, or to break ties among applications with equivalent scores after evaluation against all other factors). If cost sharing will not be considered in the evaluation, the announcement should say so, so that there is no ambiguity for potential applicants. Vague statements that cost sharing is encouraged, without clarification as to what that means, are unhelpful to applicants. It also is important that the announcement be clear about any restrictions on the types of cost (e.g., in-kind contributions) that are acceptable as cost sharing.

2. *Review and Selection Process—Required.* This section may vary in the level of detail provided. The announcement must list any program policy or other factors or elements, other than merit criteria, that the selecting official may use in selecting applications for Federal award (e.g., geographical dispersion, program balance, or diversity). The Federal awarding agency may also include other appropriate details. For example, this section may indicate who is responsible for evaluation against the merit criteria (e.g., peers external to the Federal awarding agency or Federal awarding agency personnel) and/or who makes the final selections for Federal awards. If there is a multi-phase review process (e.g., an external panel advising internal Federal awarding agency personnel who make final recommendations to the deciding official), the announcement may describe the phases. It also may include: the number of people on an evaluation panel and how it operates, the way reviewers are selected, reviewer qualifications, and the way that conflicts of interest are avoided. With respect to electronic methods for providing information about funding opportunities or accepting applicants' submissions of information, each Federal awarding agency is responsible for compliance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

In addition, if the Federal awarding agency permits applicants to nominate suggested reviewers of their applications or suggest those they feel may be inappropriate due to a conflict of interest, that information should be included in this section.

3. For any Federal award under a notice of funding opportunity, if the Federal awarding agency anticipates that the total Federal share will be greater than the simplified acquisition threshold on any Federal award under a notice of funding opportunity may include, over the period of performance, this section must also inform applicants:

i. That the Federal awarding agency, prior to making a Federal award with a total

amount of Federal share greater than the simplified acquisition threshold, is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS) (see 41 U.S.C. 2313);

ii. That an applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM;

iii. That the Federal awarding agency will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in §200.206.

4. *Anticipated Announcement and Federal Award Dates—Optional.* This section is intended to provide applicants with information they can use for planning purposes. If there is a single application deadline followed by the simultaneous review of all applications, the Federal awarding agency can include in this section information about the anticipated dates for announcing or notifying successful and unsuccessful applicants and for having Federal awards in place. If applications are received and evaluated on a "rolling" basis at different times during an extended period, it may be appropriate to give applicants an estimate of the time needed to process an application and notify the applicant of the Federal awarding agency's decision.

F. FEDERAL AWARD ADMINISTRATION INFORMATION

1. *Federal Award Notices—Required.* This section must address what a successful applicant can expect to receive following selection. If the Federal awarding agency's practice is to provide a separate notice stating that an application has been selected before it actually makes the Federal award, this section would be the place to indicate that the letter is not an authorization to begin performance (to the extent that it allows charging to Federal awards of pre-award costs at the non-Federal entity's own risk). This section should indicate that the notice of Federal award signed by the grants officer (or equivalent) is the authorizing document, and whether it is provided through postal mail or by electronic means and to whom. It also may address the timing, form, and content of notifications to unsuccessful applicants. See also §200.211.

2. *Administrative and National Policy Requirements—Required.* This section must identify the usual administrative and national policy requirements the Federal awarding agency's Federal awards may include. Providing this information lets a potential applicant identify any requirements with which it would have difficulty complying if its application is successful. In those cases, early notification about the requirements allows the potential applicant to decide not to apply or to take needed actions before receiving the Federal award. The announcement need not include all of the terms and conditions of the Federal award, but may refer to a document (with information about how to obtain it) or Internet site where applicants can see the terms and conditions. If this funding opportunity will lead to Federal awards with some special terms and conditions that differ from the Federal awarding agency's usual (sometimes called "general") terms and conditions, this section should highlight those special terms and conditions. Doing so will alert applicants that have received Federal awards from the Federal awarding agency previously and might not otherwise expect different terms and conditions. For the same reason, the announcement should inform potential applicants about special requirements that could apply to particular Federal awards after the review of applications and other information, based on the particular circumstances of the effort to be supported (e.g., if human subjects were to be involved or if some situations may justify special terms on intellectual property, data sharing or security requirements).

3. *Reporting—Required.* This section must include general information about the type (e.g., financial or performance), frequency, and means of submission (paper or electronic) of post-Federal award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ (e.g., by report type, frequency, form/format, or circumstances for use) from what the Federal awarding agency's Federal awards usually require. Federal awarding agencies must also describe in this section all relevant requirements such as those at 2 CFR 180.335 and 180.350.

If the Federal share of any Federal award may include more than \$500,000 over the period of performance, this section must inform potential applicants about the post award reporting requirements reflected in appendix XII to this part.

G. FEDERAL AWARDING AGENCY CONTACT(S)—REQUIRED

The announcement must give potential applicants a point(s) of contact for answering questions or helping with problems while the funding opportunity is open. The intent of

this requirement is to be as helpful as possible to potential applicants, so the Federal awarding agency should consider approaches such as giving:

- i. Points of contact who may be reached in multiple ways (e.g., by telephone, FAX, and/or email, as well as regular mail).
- ii. A fax or email address that multiple people access, so that someone will respond even if others are unexpectedly absent during critical periods.
- iii. Different contacts for distinct kinds of help (e.g., one for questions of programmatic content and a second for administrative questions).

H. OTHER INFORMATION—OPTIONAL

This section may include any additional information that will assist a potential applicant. For example, the section might:

- i. Indicate whether this is a new program or a one-time initiative.
- ii. Mention related programs or other upcoming or ongoing Federal awarding agency funding opportunities for similar activities.
- iii. Include current Internet addresses for Federal awarding agency Web sites that may be useful to an applicant in understanding the program.
- iv. Alert applicants to the need to identify proprietary information and inform them about the way the Federal awarding agency will handle it.
- v. Include certain routine notices to applicants (e.g., that the Federal Government is not obligated to make any Federal award as a result of the announcement or that only grants officers can bind the Federal Government to the expenditure of funds).

[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43310, July 22, 2015; 85 FR 49575, Aug. 13, 2020]

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including

the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance

with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR 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 12549.

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

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1 for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost prin-

ciples, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. Salary costs above statutory limits are not considered cost sharing.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 of this part.

2. Criteria for Distribution

a. *Base period*. A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The

base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to the major functions of the institution in proportions reasonably consistent with the nature and extent of their use of the institution's resources. In order to achieve this objective, it may be necessary to provide for selective distribution by establishing separate groupings of cost within one or more of the indirect (F&A) cost categories referred to in subsection B.1. In general, the cost groupings established within a category should constitute, in each case, a pool of those items of expense that are considered to be of like nature in terms of their relative contribution to (or degree of remoteness from) the particular cost objectives to which distribution is appropriate. Cost groupings should be established considering the general guides provided in subsection c of this section. Each such pool or cost grouping should then be distributed individually to the related cost objectives, using the distribution base or method most appropriate in light of the guidelines set forth in subsection d of this section.

c. *General considerations on cost groupings.* The extent to which separate cost groupings and selective distribution would be appropriate at an institution is a matter of judgment to be determined on a case-by-case basis. Typical situations which may warrant the establishment of two or more separate cost groupings (based on account classification or analysis) within an indirect (F&A) cost category include but are not limited to the following:

(1) If certain items or categories of expense relate solely to one of the major functions of the institution or to less than all functions, such expenses should be set aside as a separate cost grouping for direct assignment or selective allocation in accordance with the guides provided in subsections b and d.

(2) If any types of expense ordinarily treated as general administration or departmental administration are charged to Federal awards as direct costs, expenses applicable to other activities of the institution when incurred for the same purposes in like circumstances must, through separate cost groupings, be excluded from the indirect (F&A) costs allocable to those Federal awards and included in the direct cost of other activities for cost allocation purposes.

(3) If it is determined that certain expenses are for the support of a service unit or facility whose output is susceptible of measurement on a workload or other quantitative

basis, such expenses should be set aside as a separate cost grouping for distribution on such basis to organized research, instructional, and other activities at the institution or within the department.

(4) If activities provide their own purchasing, personnel administration, building maintenance or similar service, the distribution of general administration and general expenses, or operation and maintenance expenses to such activities should be accomplished through cost groupings which include only that portion of central indirect (F&A) costs (such as for overall management) which are properly allocable to such activities.

(5) If the institution elects to treat fringe benefits as indirect (F&A) charges, such costs should be set aside as a separate cost grouping for selective distribution to related cost objectives.

(6) The number of separate cost groupings within a category should be held within practical limits, after taking into consideration the materiality of the amounts involved and the degree of precision attainable through less selective methods of distribution.

d. *Selection of distribution method.*

(1) Actual conditions must be taken into account in selecting the method or base to be used in distributing individual cost groupings. The essential consideration in selecting a base is that it be the one best suited for assigning the pool of costs to cost objectives in accordance with benefits derived; with a traceable cause-and-effect relationship; or with logic and reason, where neither benefit nor a cause-and-effect relationship is determinable.

(2) If a cost grouping can be identified directly with the cost objective benefitted, it should be assigned to that cost objective.

(3) If the expenses in a cost grouping are more general in nature, the distribution may be based on a cost analysis study which results in an equitable distribution of the costs. Such cost analysis studies may take into consideration weighting factors, population, or space occupied if appropriate. Cost analysis studies, however, must (a) be appropriately documented in sufficient detail for subsequent review by the cognizant agency for indirect costs, (b) distribute the costs to the related cost objectives in accordance with the relative benefits derived, (c) be statistically sound, (d) be performed specifically at the institution at which the results are to be used, and (e) be reviewed periodically, but not less frequently than rate negotiations, updated if necessary, and used consistently. Any assumptions made in the study must be stated and explained. The use of cost analysis studies and periodic changes in the method of cost distribution must be fully justified.

(4) If a cost analysis study is not performed, or if the study does not result in an equitable distribution of the costs, the distribution must be made in accordance with the appropriate base cited in Section B, unless one of the following conditions is met:

(a) It can be demonstrated that the use of a different base would result in a more equitable allocation of the costs, or that a more readily available base would not increase the costs charged to Federal awards, or

(b) The institution qualifies for, and elects to use, the simplified method for computing indirect (F&A) cost rates described in Section D.

(5) Notwithstanding subsection (3), effective July 1, 1998, a cost analysis or base other than that in Section B must not be used to distribute utility or student services costs. Instead, subsection B.4.c, may be used in the recovery of utility costs.

e. Order of distribution.

(1) Indirect (F&A) costs are the broad categories of costs discussed in Section B.1.

(2) Depreciation, interest expenses, operation and maintenance expenses, and general administrative and general expenses should be allocated in that order to the remaining indirect (F&A) cost categories as well as to the major functions and specialized service facilities of the institution. Other cost categories may be allocated in the order determined to be most appropriate by the institutions. When cross allocation of costs is made as provided in subsection (3), this order of allocation does not apply.

(3) Normally an indirect (F&A) cost category will be considered closed once it has been allocated to other cost objectives, and costs may not be subsequently allocated to it. However, a cross allocation of costs between two or more indirect (F&A) cost categories may be used if such allocation will result in a more equitable allocation of costs. If a cross allocation is used, an appropriate modification to the composition of the indirect (F&A) cost categories described in Section B is required.

B. IDENTIFICATION AND ASSIGNMENT OF INDIRECT (F&A) COSTS

1. Definition of Facilities and Administration

See §200.414 which provides the basis for these indirect cost requirements.

2. Depreciation

a. The expenses under this heading are the portion of the costs of the institution's buildings, capital improvements to land and buildings, and equipment which are computed in accordance with §200.436.

b. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be allocated in the following manner:

(1) Depreciation on buildings used exclusively in the conduct of a single function, and on capital improvements and equipment used in such buildings, must be assigned to that function.

(2) Depreciation on buildings used for more than one function, and on capital improvements and equipment used in such buildings, must be allocated to the individual functions performed in each building on the basis of usable square feet of space, excluding common areas such as hallways, stairwells, and rest rooms.

(3) Depreciation on buildings, capital improvements and equipment related to space (e.g., individual rooms, laboratories) used jointly by more than one function (as determined by the users of the space) must be treated as follows. The cost of each jointly used unit of space must be allocated to benefitting functions on the basis of:

(a) The employee full-time equivalents (FTEs) or salaries and wages of those individual functions benefitting from the use of that space; or

(b) Institution-wide employee FTEs or salaries and wages applicable to the benefitting major functions (see Section A.1) of the institution.

(4) Depreciation on certain capital improvements to land, such as paved parking areas, fences, sidewalks, and the like, not included in the cost of buildings, must be allocated to user categories of students and employees on a full-time equivalent basis. The amount allocated to the student category must be assigned to the instruction function of the institution. The amount allocated to the employee category must be further allocated to the major functions of the institution in proportion to the salaries and wages of all employees applicable to those functions.

3. Interest

Interest on debt associated with certain buildings, equipment and capital improvements, as defined in §200.449, must be classified as an expenditure under the category Facilities. These costs must be allocated in the same manner as the depreciation on the buildings, equipment and capital improvements to which the interest relates.

4. Operation and Maintenance Expenses

a. The expenses under this heading are those that have been incurred for the administration, supervision, operation, maintenance, preservation, and protection of the institution's physical plant. They include expenses normally incurred for such items as janitorial and utility services; repairs and ordinary or normal alterations of buildings, furniture and equipment; care of grounds; maintenance and operation of buildings and other plant facilities; security; earthquake

and disaster preparedness; environmental safety; hazardous waste disposal; property, liability and all other insurance relating to property; space and capital leasing; facility planning and management; and central receiving. The operation and maintenance expense category should also include its allocable share of fringe benefit costs, depreciation, and interest costs.

b. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be allocated in the same manner as described in subsection 2.b for depreciation.

c. A utility cost adjustment of up to 1.3 percentage points may be included in the negotiated indirect cost rate of the IHE for organized research, per the computation alternatives in paragraphs (c)(1) and (2) of this section:

(1) Where space is devoted to a single function and metering allows unambiguous measurement of usage related to that space, costs must be assigned to the function located in that space.

(2) Where space is allocated to different functions and metering does not allow unambiguous measurement of usage by function, costs must be allocated as follows:

(i) Utilities costs should be apportioned to functions in the same manner as depreciation, based on the calculated difference between the site or building actual square footage for monitored research laboratory space (site, building, floor, or room), and a separate calculation prepared by the IHE using the “effective square footage” described in subsection (c)(2)(ii) of this section.

(ii) “Effective square footage” allocated to research laboratory space must be calculated as the actual square footage times the relative energy utilization index (REUI) posted on the OMB Web site at the time of a rate determination.

A. This index is the ratio of a laboratory energy use index (lab EUI) to the corresponding index for overall average college or university space (college EUI).

B. In July 2012, values for these two indices (taken respectively from the Lawrence Berkeley Laboratory “Labs for the 21st Century” benchmarking tool and the US Department of Energy “Buildings Energy Databook” and were 310 kBtu/sq ft-yr. and 155 kBtu/sq ft-yr., so that the adjustment ratio is 2.0 by this methodology. To retain currency, OMB will adjust the EUI numbers from time to time (no more often than annually nor less often than every 5 years), using reliable and publicly disclosed data. Current values of both the EUIs and the REUI will be posted on the OMB website.

5. General Administration and General Expenses

a. The expenses under this heading are those that have been incurred for the general executive and administrative offices of edu-

cational institutions and other expenses of a general character which do not relate solely to any major function of the institution; *i.e.*, solely to (1) instruction, (2) organized research, (3) other sponsored activities, or (4) other institutional activities. The general administration and general expense category should also include its allocable share of fringe benefit costs, operation and maintenance expense, depreciation, and interest costs. Examples of general administration and general expenses include: Those expenses incurred by administrative offices that serve the entire university system of which the institution is a part; central offices of the institution such as the President’s or Chancellor’s office, the offices for institution-wide financial management, business services, budget and planning, personnel management, and safety and risk management; the office of the General Counsel; and the operations of the central administrative management information systems. General administration and general expenses must not include expenses incurred within non-university-wide deans’ offices, academic departments, organized research units, or similar organizational units. (See subsection 6.)

b. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be grouped first according to common major functions of the institution to which they render services or provide benefits. The aggregate expenses of each group must then be allocated to serviced or benefitted functions on the modified total cost basis. Modified total costs consist of the same elements as those in Section C.2. When an activity included in this indirect (F&A) cost category provides a service or product to another institution or organization, an appropriate adjustment must be made to either the expenses or the basis of allocation or both, to assure a proper allocation of costs.

6. Departmental Administration Expenses

a. The expenses under this heading are those that have been incurred for administrative and supporting services that benefit common or joint departmental activities or objectives in academic deans’ offices, academic departments and divisions, and organized research units. Organized research units include such units as institutes, study centers, and research centers. Departmental administration expenses are subject to the following limitations.

(1) Academic deans’ offices. Salaries and operating expenses are limited to those attributable to administrative functions.

(2) Academic departments:

(a) Salaries and fringe benefits attributable to the administrative work (including bid and proposal preparation) of faculty (including department heads) and other professional personnel conducting research and/or

instruction, must be allowed at a rate of 3.6 percent of modified total direct costs. This category does not include professional business or professional administrative officers. This allowance must be added to the computation of the indirect (F&A) cost rate for major functions in Section C; the expenses covered by the allowance must be excluded from the departmental administration cost pool. No documentation is required to support this allowance.

(b) Other administrative and supporting expenses incurred within academic departments are allowable provided they are treated consistently in like circumstances. This would include expenses such as the salaries of secretarial and clerical staffs, the salaries of administrative officers and assistants, travel, office supplies, stockrooms, and the like.

(3) Other fringe benefit costs applicable to the salaries and wages included in subsections (1) and (2) are allowable, as well as an appropriate share of general administration and general expenses, operation and maintenance expenses, and depreciation.

(4) Federal agencies may authorize reimbursement of additional costs for department heads and faculty only in exceptional cases where an institution can demonstrate undue hardship or detriment to project performance.

b. The following guidelines apply to the determination of departmental administrative costs as direct or indirect (F&A) costs.

(1) In developing the departmental administration cost pool, special care should be exercised to ensure that costs incurred for the same purpose in like circumstances are treated consistently as either direct or indirect (F&A) costs. For example, salaries of technical staff, laboratory supplies (*e.g.*, chemicals), telephone toll charges, animals, animal care costs, computer costs, travel costs, and specialized shop costs must be treated as direct costs wherever identifiable to a particular cost objective. Direct charging of these costs may be accomplished through specific identification of individual costs to benefitting cost objectives, or through recharge centers or specialized service facilities, as appropriate under the circumstances. See §§ 200.413(c) and 200.468.

(2) Items such as office supplies, postage, local telephone costs, and memberships must normally be treated as indirect (F&A) costs.

c. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be allocated as follows:

(1) The administrative expenses of the dean's office of each college and school must be allocated to the academic departments within that college or school on the modified total cost basis.

(2) The administrative expenses of each academic department, and the department's

share of the expenses allocated in subsection (1) must be allocated to the appropriate functions of the department on the modified total cost basis.

7. *Sponsored Projects Administration*

a. The expenses under this heading are limited to those incurred by a separate organization(s) established primarily to administer sponsored projects, including such functions as grant and contract administration (Federal and non-Federal), special security, purchasing, personnel, administration, and editing and publishing of research and other reports. They include the salaries and expenses of the head of such organization, assistants, and immediate staff, together with the salaries and expenses of personnel engaged in supporting activities maintained by the organization, such as stock rooms, print shops, and the like. This category also includes an allocable share of fringe benefit costs, general administration and general expenses, operation and maintenance expenses, and depreciation. Appropriate adjustments will be made for services provided to other functions or organizations.

b. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be allocated to the major functions of the institution under which the sponsored projects are conducted on the basis of the modified total cost of sponsored projects.

c. An appropriate adjustment must be made to eliminate any duplicate charges to Federal awards when this category includes similar or identical activities as those included in the general administration and general expense category or other indirect (F&A) cost items, such as accounting, procurement, or personnel administration.

8. *Library Expenses*

a. The expenses under this heading are those that have been incurred for the operation of the library, including the cost of books and library materials purchased for the library, less any items of library income that qualify as applicable credits under § 200.406. The library expense category should also include the fringe benefits applicable to the salaries and wages included therein, an appropriate share of general administration and general expense, operation and maintenance expense, and depreciation. Costs incurred in the purchases of rare books (museum-type books) with no value to Federal awards should not be allocated to them.

b. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be allocated first on the basis of primary categories of users, including students, professional employees, and other users.

(1) The student category must consist of full-time equivalent students enrolled at the institution, regardless of whether they earn credits toward a degree or certificate.

(2) The professional employee category must consist of all faculty members and other professional employees of the institution, on a full-time equivalent basis. This category may also include post-doctorate fellows and graduate students.

(3) The other users category must consist of a reasonable factor as determined by institutional records to account for all other users of library facilities.

c. Amount allocated in paragraph b of this section must be assigned further as follows:

(1) The amount in the student category must be assigned to the instruction function of the institution.

(2) The amount in the professional employee category must be assigned to the major functions of the institution in proportion to the salaries and wages of all faculty members and other professional employees applicable to those functions.

(3) The amount in the other users category must be assigned to the other institutional activities function of the institution.

9. *Student Administration and Services*

a. The expenses under this heading are those that have been incurred for the administration of student affairs and for services to students, including expenses of such activities as deans of students, admissions, registrar, counseling and placement services, student advisers, student health and infirmary services, catalogs, and commencements and convocations. The salaries of members of the academic staff whose responsibilities to the institution require administrative work that benefits sponsored projects may also be included to the extent that the portion charged to student administration is determined in accordance with subpart E of this Part. This expense category also includes the fringe benefit costs applicable to the salaries and wages included therein, an appropriate share of general administration and general expenses, operation and maintenance, interest expense, and depreciation.

b. In the absence of the alternatives provided for in Section A.2.d, the expenses in this category must be allocated to the instruction function, and subsequently to Federal awards in that function.

10. *Offset for Indirect (F&A) Expenses Otherwise Provided for by the Federal Government*

a. The items to be accumulated under this heading are the reimbursements and other payments from the Federal Government which are made to the institution to support solely, specifically, and directly, in whole or in part, any of the administrative or service

activities described in subsections 2 through 9.

b. The items in this group must be treated as a credit to the affected individual indirect (F&A) cost category before that category is allocated to benefitting functions.

C. DETERMINATION AND APPLICATION OF INDIRECT (F&A) COST RATE OR RATES

1. *Indirect (F&A) Cost Pools*

a. (1) Subject to subsection b, the separate categories of indirect (F&A) costs allocated to each major function of the institution as prescribed in Section B, must be aggregated and treated as a common pool for that function. The amount in each pool must be divided by the distribution base described in subsection 2 to arrive at a single indirect (F&A) cost rate for each function.

(2) The rate for each function is used to distribute indirect (F&A) costs to individual Federal awards of that function. Since a common pool is established for each major function of the institution, a separate indirect (F&A) cost rate would be established for each of the major functions described in Section A.1 under which Federal awards are carried out.

(3) Each institution's indirect (F&A) cost rate process must be appropriately designed to ensure that Federal sponsors do not in any way subsidize the indirect (F&A) costs of other sponsors, specifically activities sponsored by industry and foreign governments. Accordingly, each allocation method used to identify and allocate the indirect (F&A) cost pools, as described in Sections A.2 and B.2 through B.9, must contain the full amount of the institution's modified total costs or other appropriate units of measurement used to make the computations. In addition, the final rate distribution base (as defined in subsection 2) for each major function (organized research, instruction, etc., as described in Section A.1 functions of an institution) must contain all the programs or activities which utilize the indirect (F&A) costs allocated to that major function. At the time an indirect (F&A) cost proposal is submitted to a cognizant agency for indirect costs, each institution must describe the process it uses to ensure that Federal funds are not used to subsidize industry and foreign government funded programs.

2. *The Distribution Basis*

Indirect (F&A) costs must be distributed to applicable Federal awards and other benefitting activities within each major function (see section A.1) on the basis of modified total direct costs (MTDC), consisting of all salaries and wages, fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period covered by the subaward). MTDC

is defined in §200.1. For this purpose, an indirect (F&A) cost rate should be determined for each of the separate indirect (F&A) cost pools developed pursuant to subsection 1. The rate in each case should be stated as the percentage which the amount of the particular indirect (F&A) cost pool is of the modified total direct costs identified with such pool.

3. Negotiated Lump Sum for Indirect (F&A) Costs

A negotiated fixed amount in lieu of indirect (F&A) costs may be appropriate for self-contained, off-campus, or primarily subcontracted activities where the benefits derived from an institution's indirect (F&A) services cannot be readily determined. Such negotiated indirect (F&A) costs will be treated as an offset before allocation to instruction, organized research, other sponsored activities, and other institutional activities. The base on which such remaining expenses are allocated should be appropriately adjusted.

4. Predetermined Rates for Indirect (F&A) Costs

Public Law 87-638 (76 Stat. 437) as amended (41 U.S.C. 4708) authorizes the use of predetermined rates in determining the "indirect costs" (indirect (F&A) costs) applicable under research agreements with educational institutions. The stated objectives of the law are to simplify the administration of cost-type research and development contracts (including grants) with educational institutions, to facilitate the preparation of their budgets, and to permit more expeditious closeout of such contracts when the work is completed. In view of the potential advantages offered by this procedure, negotiation of predetermined rates for indirect (F&A) costs for a period of two to four years should be the norm in those situations where the cost experience and other pertinent facts available are deemed sufficient to enable the parties involved to reach an informed judgment as to the probable level of indirect (F&A) costs during the ensuing accounting periods.

5. Negotiated Fixed Rates and Carry-Forward Provisions

When a fixed rate is negotiated in advance for a fiscal year (or other time period), the over- or under-recovery for that year may be included as an adjustment to the indirect (F&A) cost for the next rate negotiation. When the rate is negotiated before the carry-forward adjustment is determined, the carry-forward amount may be applied to the next subsequent rate negotiation. When such adjustments are to be made, each fixed rate negotiated in advance for a given period will be computed by applying the expected indirect (F&A) costs allocable to Federal awards for the forecast period plus or minus the carry-

forward adjustment (over- or under-recovery) from the prior period, to the forecast distribution base. Unrecovered amounts under lump-sum agreements or cost-sharing provisions of prior years must not be carried forward for consideration in the new rate negotiation. There must, however, be an advance understanding in each case between the institution and the cognizant agency for indirect costs as to whether these differences will be considered in the rate negotiation rather than making the determination after the differences are known. Further, institutions electing to use this carry-forward provision may not subsequently change without prior approval of the cognizant agency for indirect costs. In the event that an institution returns to a post-determined rate, any over- or under-recovery during the period in which negotiated fixed rates and carry-forward provisions were followed will be included in the subsequent post-determined rates. Where multiple rates are used, the same procedure will be applicable for determining each rate.

6. Provisional and Final Rates for Indirect (F&A) Costs

Where the cognizant agency for indirect costs determines that cost experience and other pertinent facts do not justify the use of predetermined rates, or a fixed rate with a carry-forward, or if the parties cannot agree on an equitable rate, a provisional rate must be established. To prevent substantial overpayment or underpayment, the provisional rate may be adjusted by the cognizant agency for indirect costs during the institution's fiscal year. Predetermined or fixed rates may replace provisional rates at any time prior to the close of the institution's fiscal year. If a provisional rate is not replaced by a predetermined or fixed rate prior to the end of the institution's fiscal year, a final rate will be established and upward or downward adjustments will be made based on the actual allowable costs incurred for the period involved.

7. Fixed Rates for the Life of the Sponsored Agreement

a. Except as provided in paragraph (c)(1) of §200.414, Federal agencies must use the negotiated rates in effect at the time of the initial award throughout the life of the Federal award. Award levels for Federal awards may not be adjusted in future years as a result of changes in negotiated rates. "Negotiated rates" per the rate agreement include final, fixed, and predetermined rates and exclude provisional rates. "Life" for the purpose of this subsection means each competitive segment of a project. A competitive segment is a period of years approved by the Federal awarding agency at the time of the Federal award. If negotiated rate agreements do not

extend through the life of the Federal award at the time of the initial award, then the negotiated rate for the last year of the Federal award must be extended through the end of the life of the Federal award.

b. Except as provided in §200.414, when an educational institution does not have a negotiated rate with the Federal Government at the time of an award (because the educational institution is a new recipient or the parties cannot reach agreement on a rate), the provisional rate used at the time of the award must be adjusted once a rate is negotiated and approved by the cognizant agency for indirect costs.

8. Limitation on Reimbursement of Administrative Costs

a. Notwithstanding the provisions of subsection C.1.a, the administrative costs charged to Federal awards awarded or amended (including continuation and renewal awards) with effective dates beginning on or after the start of the institution's first fiscal year which begins on or after October 1, 1991, must be limited to 26% of modified total direct costs (as defined in subsection 2) for the total of General Administration and General Expenses, Departmental Administration, Sponsored Projects Administration, and Student Administration and Services (including their allocable share of depreciation, interest costs, operation and maintenance expenses, and fringe benefits costs, as provided by Section B, and all other types of expenditures not listed specifically under one of the subcategories of facilities in Section B.

b. Institutions should not change their accounting or cost allocation methods if the effect is to change the charging of a particular type of cost from F&A to direct, or to reclassify costs, or increase allocations from the administrative pools identified in paragraph B.1 of this Appendix to the other F&A cost pools or fringe benefits. Cognizant agencies for indirect cost are authorized to allow changes where an institution's charging practices are at variance with acceptable practices followed by a substantial majority of other institutions.

9. Alternative Method for Administrative Costs

a. Notwithstanding the provisions of subsection C.1.a, an institution may elect to claim a fixed allowance for the "Administration" portion of indirect (F&A) costs. The allowance could be either 24% of modified total direct costs or a percentage equal to 95% of the most recently negotiated fixed or predetermined rate for the cost pools included under "Administration" as defined in Section B.1, whichever is less. Under this alternative, no cost proposal need be prepared for the "Administration" portion of the indirect (F&A) cost rate nor is further identifica-

tion or documentation of these costs required (see subsection c). Where a negotiated indirect (F&A) cost agreement includes this alternative, an institution must make no further charges for the expenditure categories described in Section B.5, Section B.6, Section B.7, and Section B.9.

b. In negotiations of rates for subsequent periods, an institution that has elected the option of subsection a may continue to exercise it at the same rate without further identification or documentation of costs.

c. If an institution elects to accept a threshold rate as defined in subsection a of this section, it is not required to perform a detailed analysis of its administrative costs. However, in order to compute the facilities components of its indirect (F&A) cost rate, the institution must reconcile its indirect (F&A) cost proposal to its financial statements and make appropriate adjustments and reclassifications to identify the costs of each major function as defined in Section A.1, as well as to identify and allocate the facilities components. Administrative costs that are not identified as such by the institution's accounting system (such as those incurred in academic departments) will be classified as instructional costs for purposes of reconciling indirect (F&A) cost proposals to financial statements and allocating facilities costs.

10. Individual Rate Components

In order to provide mutually agreed-upon information for management purposes, each indirect (F&A) cost rate negotiation or determination must include development of a rate for each indirect (F&A) cost pool as well as the overall indirect (F&A) cost rate.

11. Negotiation and Approval of Indirect (F&A) Rate

a. Cognizant agency for indirect costs is defined in Subpart A.

(1) Cost negotiation cognizance is assigned to the Department of Health and Human Services (HHS) or the Department of Defense's Office of Naval Research (DOD), normally depending on which of the two agencies (HHS or DOD) provides more funds directly to the educational institution for the most recent three years. Information on funding must be derived from relevant data gathered by the National Science Foundation. In cases where neither HHS nor DOD provides Federal funding directly to an educational institution, the cognizant agency for indirect costs assignment must default to HHS. Notwithstanding the method for cognizance determination described in this section, other arrangements for cognizance of a particular educational institution may also be based in part on the types of research performed at the educational institution and must be decided based on mutual agreement

between HHS and DOD. Where a non-Federal entity only receives funds as a subrecipient, see §200.332.

(2) After cognizance is established, it must continue for a five-year period.

b. Acceptance of rates. See §200.414.

c. Correcting deficiencies. The cognizant agency for indirect costs must negotiate changes needed to correct systems deficiencies relating to accountability for Federal awards. Cognizant agencies for indirect costs must address the concerns of other affected agencies, as appropriate, and must negotiate special rates for Federal agencies that are required to limit recovery of indirect costs by statute.

d. Resolving questioned costs. The cognizant agency for indirect costs must conduct any necessary negotiations with an educational institution regarding amounts questioned by audit that are due the Federal Government related to costs covered by a negotiated agreement.

e. Reimbursement. Reimbursement to cognizant agencies for indirect costs for work performed under this Part may be made by reimbursement billing under the Economy Act, 31 U.S.C. 1535.

f. Procedure for establishing facilities and administrative rates must be established by one of the following methods:

(1) Formal negotiation. The cognizant agency for indirect costs is responsible for negotiating and approving rates for an educational institution on behalf of all Federal agencies. Federal awarding agencies that do not have cognizance for indirect costs must notify the cognizant agency for indirect costs of specific concerns (i.e., a need to establish special cost rates) which could affect the negotiation process. The cognizant agency for indirect costs must address the concerns of all interested agencies, as appropriate. A pre-negotiation conference may be scheduled among all interested agencies, if necessary. The cognizant agency for indirect costs must then arrange a negotiation conference with the educational institution.

(2) Other than formal negotiation. The cognizant agency for indirect costs and educational institution may reach an agreement on rates without a formal negotiation conference; for example, through correspondence or use of the simplified method described in this section D of this Appendix.

g. Formalizing determinations and agreements. The cognizant agency for indirect costs must formalize all determinations or agreements reached with an educational institution and provide copies to other agencies having an interest. Determinations should include a description of any adjustments, the actual amount, both dollar and percentage adjusted, and the reason for making adjustments.

h. Disputes and disagreements. Where the cognizant agency for indirect costs is unable

to reach agreement with an educational institution with regard to rates or audit resolution, the appeal system of the cognizant agency for indirect costs must be followed for resolution of the disagreement.

12. Standard Format for Submission

For facilities and administrative (indirect (F&A)) rate proposals, educational institutions must use the standard format, shown in section E of this appendix, to submit their indirect (F&A) rate proposal to the cognizant agency for indirect costs. The cognizant agency for indirect costs may, on an institution-by-institution basis, grant exceptions from all or portions of Part II of the standard format requirement. This requirement does not apply to educational institutions that use the simplified method for calculating indirect (F&A) rates, as described in Section D of this Appendix.

As provided in section C.10 of this appendix, each F&A cost rate negotiation or determination must include development of a rate for each F&A cost pool as well as the overall F&A rate.

D. SIMPLIFIED METHOD FOR SMALL INSTITUTIONS

1. General

a. Where the total direct cost of work covered by this Part at an institution does not exceed \$10 million in a fiscal year, the simplified procedure described in subsections 2 or 3 may be used in determining allowable indirect (F&A) costs. Under this simplified procedure, the institution's most recent annual financial report and immediately available supporting information must be utilized as a basis for determining the indirect (F&A) cost rate applicable to all Federal awards. The institution may use either the salaries and wages (see subsection 2) or modified total direct costs (see subsection 3) as the distribution basis.

b. The simplified procedure should not be used where it produces results which appear inequitable to the Federal Government or the institution. In any such case, indirect (F&A) costs should be determined through use of the regular procedure.

2. Simplified Procedure—Salaries and Wages Base

a. Establish the total amount of salaries and wages paid to all employees of the institution.

b. Establish an indirect (F&A) cost pool consisting of the expenditures (exclusive of capital items and other costs specifically identified as unallowable) which customarily are classified under the following titles or their equivalents:

(1) General administration and general expenses (exclusive of costs of student administration and services, student activities, student aid, and scholarships).

(2) Operation and maintenance of physical plant and depreciation (after appropriate adjustment for costs applicable to other institutional activities).

(3) Library.

(4) Department administration expenses, which will be computed as 20 percent of the salaries and expenses of deans and heads of departments.

In those cases where expenditures classified under subsection (1) have previously been allocated to other institutional activities, they may be included in the indirect (F&A) cost pool. The total amount of salaries and wages included in the indirect (F&A) cost pool must be separately identified.

c. Establish a salary and wage distribution base, determined by deducting from the total of salaries and wages as established in subsection a from the amount of salaries and wages included under subsection b.

d. Establish the indirect (F&A) cost rate, determined by dividing the amount in the indirect (F&A) cost pool, subsection b, by the amount of the distribution base, subsection c.

e. Apply the indirect (F&A) cost rate to direct salaries and wages for individual agreements to determine the amount of indirect (F&A) costs allocable to such agreements.

3. *Simplified Procedure—Modified Total Direct Cost Base*

a. Establish the total costs incurred by the institution for the base period.

b. Establish an indirect (F&A) cost pool consisting of the expenditures (exclusive of capital items and other costs specifically identified as unallowable) which customarily are classified under the following titles or their equivalents:

(1) General administration and general expenses (exclusive of costs of student administration and services, student activities, student aid, and scholarships).

(2) Operation and maintenance of physical plant and depreciation (after appropriate adjustment for costs applicable to other institutional activities).

(3) Library.

(4) Department administration expenses, which will be computed as 20 percent of the salaries and expenses of deans and heads of departments. In those cases where expenditures classified under subsection (1) have previously been allocated to other institutional activities, they may be included in the indirect (F&A) cost pool. The modified total direct costs amount included in the indirect (F&A) cost pool must be separately identified.

c. Establish a modified total direct cost distribution base, as defined in Section C.2,

The distribution basis, that consists of all institution's direct functions.

d. Establish the indirect (F&A) cost rate, determined by dividing the amount in the indirect (F&A) cost pool, subsection b, by the amount of the distribution base, subsection c.

e. Apply the indirect (F&A) cost rate to the modified total direct costs for individual agreements to determine the amount of indirect (F&A) costs allocable to such agreements.

E. DOCUMENTATION REQUIREMENTS

The standard format for documentation requirements for indirect (indirect (F&A)) rate proposals for claiming costs under the regular method is available on the OMB website.

F. CERTIFICATION

1. *Certification of Charges*

To assure that expenditures for Federal awards are proper and in accordance with the agreement documents and approved project budgets, the annual and/or final fiscal reports or vouchers requesting payment under the agreements will include a certification, signed by an authorized official of the university, which reads "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code, Title 18, Section 1001 and Title 31, Sections 3729–3733 and 3801–3812)".

2. *Certification of Indirect (F&A) Costs*

a. *Policy.* Cognizant agencies must not accept a proposed indirect cost rate unless such costs have been certified by the educational institution using the Certificate of indirect (F&A) Costs set forth in subsection F.2.c

b. The certificate must be signed on behalf of the institution by the chief financial officer or an individual designated by an individual at a level no lower than vice president or chief financial officer.

An indirect (F&A) cost rate is not binding upon the Federal Government if the most recent required proposal from the institution has not been certified. Where it is necessary to establish indirect (F&A) cost rates, and the institution has not submitted a certified proposal for establishing such rates in accordance with the requirements of this section, the Federal Government must unilaterally establish such rates. Such rates may be

based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When indirect (F&A) cost rates are unilaterally established by the Federal Government because of failure of the institution to submit a certified proposal for establishing such rates in accordance with this section, the rates established will be set at a level low enough to ensure that potentially unallowable costs will not be reimbursed.

c. *Certificate*. The certificate required by this section must be in the following form:

Certificate of Indirect (F&A) Costs

This is to certify that to the best of my knowledge and belief:

(1) I have reviewed the indirect (F&A) cost proposal submitted herewith;

(2) All costs included in this proposal [identify date] to establish billing or final indirect (F&A) costs rate for [identify period covered by rate] are allowable in accordance with the requirements of the Federal agreement(s) to which they apply and with the cost principles applicable to those agreements.

(3) This proposal does not include any costs which are unallowable under subpart E of this part such as (without limitation): Public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, and defense of fraud proceedings; and

(4) All costs included in this proposal are properly allocable to Federal agreements on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.

I declare that the foregoing is true and correct.

Institution of Higher Education:

Signature: _____

Name of Official: _____

Title: _____

Date of Execution: _____

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015; 85 FR 49577, Aug. 13, 2020]

APPENDIX IV TO PART 200—INDIRECT
(F&A) COSTS IDENTIFICATION AND
ASSIGNMENT, AND RATE DETERMINA-
TION FOR NONPROFIT ORGANIZA-
TIONS

A. GENERAL

1. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Direct cost of minor amounts may be treated as indirect

costs under the conditions described in §200.413(d). After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefiting cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost.

2. “Major nonprofit organizations” are defined in paragraph (a) of §200.414. See indirect cost rate reporting requirements in sections B.2.e and B.3.g of this Appendix.

B. ALLOCATION OF INDIRECT COSTS AND
DETERMINATION OF INDIRECT COST RATES

1. *General*

a. If a nonprofit organization has only one major function, or where all its major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs and the computation of an indirect cost rate may be accomplished through simplified allocation procedures, as described in section B.2 of this Appendix.

b. If an organization has several major functions which benefit from its indirect costs in varying degrees, allocation of indirect costs may require the accumulation of such costs into separate cost groupings which then are allocated individually to benefiting functions by means of a base which best measures the relative degree of benefit. The indirect costs allocated to each function are then distributed to individual Federal awards and other activities included in that function by means of an indirect cost rate(s).

c. The determination of what constitutes an organization's major functions will depend on its purpose in being; the types of services it renders to the public, its clients, and its members; and the amount of effort it devotes to such activities as fundraising, public information and membership activities.

d. Specific methods for allocating indirect costs and computing indirect cost rates along with the conditions under which each method should be used are described in section B.2 through B.5 of this Appendix.

e. The base period for the allocation of indirect costs is the period in which such costs are incurred and accumulated for allocation to work performed in that period. The base period normally should coincide with the organization's fiscal year but, in any event, must be so selected as to avoid inequities in the allocation of the costs.

2. *Simplified Allocation Method*

a. Where an organization's major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs may be accomplished by (i) separating the organization's total costs for the

base period as either direct or indirect, and (ii) dividing the total allowable indirect costs (net of applicable credits) by an equitable distribution base. The result of this process is an indirect cost rate which is used to distribute indirect costs to individual Federal awards. The rate should be expressed as the percentage which the total amount of allowable indirect costs bears to the base selected. This method should also be used where an organization has only one major function encompassing a number of individual projects or activities, and may be used where the level of Federal awards to an organization is relatively small.

b. Both the direct costs and the indirect costs must exclude capital expenditures and unallowable costs. However, unallowable costs which represent activities must be included in the direct costs under the conditions described in §200.413(e).

c. The distribution base may be total direct costs (excluding capital expenditures and other distorting items, such as sub-awards for \$25,000 or more), direct salaries and wages, or other base which results in an equitable distribution. The distribution base must exclude participant support costs as defined in §200.1.

d. Except where a special rate(s) is required in accordance with section B.5 of this Appendix, the indirect cost rate developed under the above principles is applicable to all Federal awards of the organization. If a special rate(s) is required, appropriate modifications must be made in order to develop the special rate(s).

e. For an organization that receives more than \$10 million in direct Federal funding in a fiscal year, a breakout of the indirect cost component into two broad categories, Facilities and Administration as defined in paragraph (a) of §200.414, is required. The rate in each case must be stated as the percentage which the amount of the particular indirect cost category (*i.e.*, Facilities or Administration) is of the distribution base identified with that category.

3. Multiple Allocation Base Method

a. General. Where an organization's indirect costs benefit its major functions in varying degrees, indirect costs must be accumulated into separate cost groupings, as described in subparagraph b. Each grouping must then be allocated individually to benefitting functions by means of a base which best measures the relative benefits. The default allocation bases by cost pool are described in section B.3.c of this Appendix.

b. Identification of indirect costs. Cost groupings must be established so as to permit the allocation of each grouping on the basis of benefits provided to the major functions. Each grouping must constitute a pool of expenses that are of like character in terms of functions they benefit and in terms

of the allocation base which best measures the relative benefits provided to each function. The groupings are classified within the two broad categories: "Facilities" and "Administration," as described in section A.3 of this Appendix. The indirect cost pools are defined as follows:

(1) Depreciation. The expenses under this heading are the portion of the costs of the organization's buildings, capital improvements to land and buildings, and equipment which are computed in accordance with §200.436.

(2) Interest. Interest on debt associated with certain buildings, equipment and capital improvements are computed in accordance with §200.449.

(3) Operation and maintenance expenses. The expenses under this heading are those that have been incurred for the administration, operation, maintenance, preservation, and protection of the organization's physical plant. They include expenses normally incurred for such items as: janitorial and utility services; repairs and ordinary or normal alterations of buildings, furniture and equipment; care of grounds; maintenance and operation of buildings and other plant facilities; security; earthquake and disaster preparedness; environmental safety; hazardous waste disposal; property, liability and other insurance relating to property; space and capital leasing; facility planning and management; and central receiving. The operation and maintenance expenses category must also include its allocable share of fringe benefit costs, depreciation, and interest costs.

(4) General administration and general expenses. The expenses under this heading are those that have been incurred for the overall general executive and administrative offices of the organization and other expenses of a general nature which do not relate solely to any major function of the organization. This category must also include its allocable share of fringe benefit costs, operation and maintenance expense, depreciation, and interest costs. Examples of this category include central offices, such as the director's office, the office of finance, business services, budget and planning, personnel, safety and risk management, general counsel, management information systems, and library costs.

In developing this cost pool, special care should be exercised to ensure that costs incurred for the same purpose in like circumstances are treated consistently as either direct or indirect costs. For example, salaries of technical staff, project supplies, project publication, telephone toll charges, computer costs, travel costs, and specialized services costs must be treated as direct costs

wherever identifiable to a particular program. The salaries and wages of administrative and pooled clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate as described in §200.413. Items such as office supplies, postage, local telephone costs, periodicals and memberships should normally be treated as indirect costs.

c. Allocation bases. Actual conditions must be taken into account in selecting the base to be used in allocating the expenses in each grouping to benefitting functions. The essential consideration in selecting a method or a base is that it is the one best suited for assigning the pool of costs to cost objectives in accordance with benefits derived; a traceable cause and effect relationship; or logic and reason, where neither the cause nor the effect of the relationship is determinable. When an allocation can be made by assignment of a cost grouping directly to the function benefitted, the allocation must be made in that manner. When the expenses in a cost grouping are more general in nature, the allocation must be made through the use of a selected base which produces results that are equitable to both the Federal Government and the organization. The distribution must be made in accordance with the bases described herein unless it can be demonstrated that the use of a different base would result in a more equitable allocation of the costs, or that a more readily available base would not increase the costs charged to Federal awards. The results of special cost studies (such as an engineering utility study) must not be used to determine and allocate the indirect costs to Federal awards.

(1) Depreciation. Depreciation expenses must be allocated in the following manner:

(a) Depreciation on buildings used exclusively in the conduct of a single function, and on capital improvements and equipment used in such buildings, must be assigned to that function.

(b) Depreciation on buildings used for more than one function, and on capital improvements and equipment used in such buildings, must be allocated to the individual functions performed in each building on the basis of usable square feet of space, excluding common areas, such as hallways, stairwells, and restrooms.

(c) Depreciation on buildings, capital improvements and equipment related space (e.g., individual rooms, and laboratories) used jointly by more than one function (as determined by the users of the space) must be treated as follows. The cost of each jointly used unit of space must be allocated to the benefitting functions on the basis of:

(i) the employees and other users on a full-time equivalent (FTE) basis or salaries and wages of those individual functions benefitting from the use of that space; or

(ii) organization-wide employee FTEs or salaries and wages applicable to the benefitting functions of the organization.

(d) Depreciation on certain capital improvements to land, such as paved parking areas, fences, sidewalks, and the like, not included in the cost of buildings, must be allocated to user categories on a FTE basis and distributed to major functions in proportion to the salaries and wages of all employees applicable to the functions.

(2) Interest. Interest costs must be allocated in the same manner as the depreciation on the buildings, equipment and capital equipment to which the interest relates.

(3) Operation and maintenance expenses. Operation and maintenance expenses must be allocated in the same manner as the depreciation.

(4) General administration and general expenses. General administration and general expenses must be allocated to benefitting functions based on modified total costs (MTC). The MTC is the modified total direct costs (MTDC), as described in §200.1, plus the allocated indirect cost proportion. The expenses included in this category could be grouped first according to major functions of the organization to which they render services or provide benefits. The aggregate expenses of each group must then be allocated to benefitting functions based on MTC.

d. Order of distribution.

(1) Indirect cost categories consisting of depreciation, interest, operation and maintenance, and general administration and general expenses must be allocated in that order to the remaining indirect cost categories as well as to the major functions of the organization. Other cost categories should be allocated in the order determined to be most appropriate by the organization. This order of allocation does not apply if cross allocation of costs is made as provided in section B.3.d.2 of this Appendix.

(2) Normally, an indirect cost category will be considered closed once it has been allocated to other cost objectives, and costs must not be subsequently allocated to it. However, a cross allocation of costs between two or more indirect costs categories could be used if such allocation will result in a more equitable allocation of costs. If a cross allocation is used, an appropriate modification to the composition of the indirect cost categories is required.

e. Application of indirect cost rate or rates. Except where a special indirect cost rate(s) is required in accordance with section B.5 of this Appendix, the separate groupings of indirect costs allocated to each major function must be aggregated and treated as a common pool for that function. The costs in the common pool must then be distributed to individual Federal awards included in that function by use of a single indirect cost rate.

f. *Distribution basis.* Indirect costs must be distributed to applicable Federal awards and other benefitting activities within each major function on the basis of MTDC (see definition in §200.1).

g. *Individual Rate Components.* An indirect cost rate must be determined for each separate indirect cost pool developed. The rate in each case must be stated as the percentage which the amount of the particular indirect cost pool is of the distribution base identified with that pool. Each indirect cost rate negotiation or determination agreement must include development of the rate for each indirect cost pool as well as the overall indirect cost rate. The indirect cost pools must be classified within two broad categories: “Facilities” and “Administration,” as described in §200.414(a).

4. *Direct Allocation Method*

a. Some nonprofit organizations treat all costs as direct costs except general administration and general expenses. These organizations generally separate their costs into three basic categories: (i) General administration and general expenses, (ii) fundraising, and (iii) other direct functions (including projects performed under Federal awards). Joint costs, such as depreciation, rental costs, operation and maintenance of facilities, telephone expenses, and the like are prorated individually as direct costs to each category and to each Federal award or other activity using a base most appropriate to the particular cost being prorated.

b. This method is acceptable, provided each joint cost is prorated using a base which accurately measures the benefits provided to each Federal award or other activity. The bases must be established in accordance with reasonable criteria and be supported by current data. This method is compatible with the Standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations issued jointly by the National Health Council, Inc., the National Assembly of Voluntary Health and Social Welfare Organizations, and the United Way of America.

c. Under this method, indirect costs consist exclusively of general administration and general expenses. In all other respects, the organization's indirect cost rates must be computed in the same manner as that described in section B.2 of this Appendix.

5. *Special Indirect Cost Rates*

In some instances, a single indirect cost rate for all activities of an organization or for each major function of the organization may not be appropriate, since it would not take into account those different factors which may substantially affect the indirect costs applicable to a particular segment of work. For this purpose, a particular segment of work may be that performed under a sin-

gle Federal award or it may consist of work under a group of Federal awards performed in a common environment. These factors may include the physical location of the work, the level of administrative support required, the nature of the facilities or other resources employed, the scientific disciplines or technical skills involved, the organizational arrangements used, or any combination thereof. When a particular segment of work is performed in an environment which appears to generate a significantly different level of indirect costs, provisions should be made for a separate indirect cost pool applicable to such work. The separate indirect cost pool should be developed during the course of the regular allocation process, and the separate indirect cost rate resulting therefrom should be used, provided it is determined that (i) the rate differs significantly from that which would have been obtained under sections B.2, B.3, and B.4 of this Appendix, and (ii) the volume of work to which the rate would apply is material.

C. NEGOTIATION AND APPROVAL OF INDIRECT COST RATES

1. *Definitions*

As used in this section, the following terms have the meanings set forth in this section:

a. *Cognizant agency for indirect costs* means the Federal agency responsible for negotiating and approving indirect cost rates for a nonprofit organization on behalf of all Federal agencies.

b. *Predetermined rate* means an indirect cost rate, applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.

c. *Fixed rate* means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period.

d. *Final rate* means an indirect cost rate applicable to a specified past period which is based on the actual costs of the period. A final rate is not subject to adjustment.

e. *Provisional rate or billing rate* means a temporary indirect cost rate applicable to a specified period which is used for funding, interim reimbursement, and reporting indirect costs on Federal awards pending the establishment of a final rate for the period.

f. *Indirect cost proposal* means the documentation prepared by an organization to substantiate its claim for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

g. *Cost objective* means a function, organizational subdivision, contract, Federal award, or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, projects, jobs and capitalized projects.

2. Negotiation and Approval of Rates

a. Unless different arrangements are agreed to by the Federal agencies concerned, the Federal agency with the largest dollar value of Federal awards directly funded to an organization will be designated as the cognizant agency for indirect costs for the negotiation and approval of the indirect cost rates and, where necessary, other rates such as fringe benefit and computer charge-out rates. Once an agency is assigned cognizance for a particular nonprofit organization, the assignment will not be changed unless there is a shift in the dollar volume of the Federal awards directly funded to the organization for at least three years. All concerned Federal agencies must be given the opportunity to participate in the negotiation process but, after a rate has been agreed upon, it will be accepted by all Federal agencies. When a Federal agency has reason to believe that special operating factors affecting its Federal awards necessitate special indirect cost rates in accordance with section B.5 of this Appendix, it will, prior to the time the rates are negotiated, notify the cognizant agency for indirect costs. (See also §200.414.) If the nonprofit does not receive any funding from any Federal agency, the pass-through entity is responsible for the negotiation of the indirect cost rates in accordance with §200.332(a)(4).

b. Except as otherwise provided in §200.414(f), a nonprofit organization which has not previously established an indirect cost rate with a Federal agency must submit its initial indirect cost proposal immediately after the organization is advised that a Federal award will be made and, in no event, later than three months after the effective date of the Federal award.

c. Unless approved by the cognizant agency for indirect costs in accordance with §200.414(g), organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency for indirect costs within six months after the close of each fiscal year.

d. A predetermined rate may be negotiated for use on Federal awards where there is reasonable assurance, based on past experience and reliable projection of the organization's costs, that the rate is not likely to exceed a rate based on the organization's actual costs.

e. Fixed rates may be negotiated where predetermined rates are not considered appropriate. A fixed rate, however, must not be negotiated if (i) all or a substantial portion of the organization's Federal awards are expected to expire before the carry-forward ad-

justment can be made; (ii) the mix of Federal and non-Federal work at the organization is too erratic to permit an equitable carry-forward adjustment; or (iii) the organization's operations fluctuate significantly from year to year.

f. Provisional and final rates must be negotiated where neither predetermined nor fixed rates are appropriate. Predetermined or fixed rates may replace provisional rates at any time prior to the close of the organization's fiscal year. If that event does not occur, a final rate will be established and upward or downward adjustments will be made based on the actual allowable costs incurred for the period involved.

g. The results of each negotiation must be formalized in a written agreement between the cognizant agency for indirect costs and the nonprofit organization. The cognizant agency for indirect costs must make available copies of the agreement to all concerned Federal agencies.

h. If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency for indirect costs and the nonprofit organization, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

i. To the extent that problems are encountered among the Federal agencies in connection with the negotiation and approval process, OMB will lend assistance as required to resolve such problems in a timely manner.

D. Certification of Indirect (F&A) Costs

(1) Required Certification. No proposal to establish indirect (F&A) cost rates must be acceptable unless such costs have been certified by the nonprofit organization using the Certificate of Indirect (F&A) Costs set forth in section j. of this appendix. The certificate must be signed on behalf of the organization by an individual at a level no lower than vice president or chief financial officer for the organization.

(2) Each indirect cost rate proposal must be accompanied by a certification in the following form:

Certificate of Indirect (F&A) Costs

This is to certify that to the best of my knowledge and belief:

(1) I have reviewed the indirect (F&A) cost proposal submitted herewith;

(2) All costs included in this proposal [identify date] to establish billing or final indirect (F&A) costs rate for [identify period covered by rate] are allowable in accordance with the requirements of the Federal awards to which they apply and with subpart E of this part.

(3) This proposal does not include any costs which are unallowable under subpart E of this part such as (without limitation): Public relations costs, contributions and donations,

entertainment costs, fines and penalties, lobbying costs, and defense of fraud proceedings; and

(4) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements.

I declare that the foregoing is true and correct.

Nonprofit Organization: _____

Signature: _____

Name of Official: _____

Title: _____

Date of Execution: _____

[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 54410, Sept. 10, 2015; 85 FR 49579, Aug. 13, 2020]

APPENDIX V TO PART 200—STATE/LOCAL GOVERNMENTWIDE CENTRAL SERVICE COST ALLOCATION PLANS

A. GENERAL

1. Most governmental units provide certain services, such as motor pools, computer centers, purchasing, accounting, etc., to operating agencies on a centralized basis. Since federally-supported awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process. All costs and other data used to distribute the costs included in the plan should be supported by formal accounting and other records that will support the propriety of the costs assigned to Federal awards.

2. Guidelines and illustrations of central service cost allocation plans are provided in a brochure published by the Department of Health and Human Services entitled “*A Guide for State, Local and Indian Tribal Governments: Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government.*” A copy of this brochure may be obtained from the HHS Cost Allocation Services or at their website.

B. DEFINITIONS

1. *Agency or operating agency* means an organizational unit or sub-division within a governmental unit that is responsible for the performance or administration of Federal awards or activities of the governmental unit.

2. *Allocated central services* means central services that benefit operating agencies but are not billed to the agencies on a fee-for-service or similar basis. These costs are allocated to benefitted agencies on some reason-

able basis. Examples of such services might include general accounting, personnel administration, purchasing, etc.

3. *Billed central services* means central services that are billed to benefitted agencies or programs on an individual fee-for-service or similar basis. Typical examples of billed central services include computer services, transportation services, insurance, and fringe benefits.

4. *Cognizant agency for indirect costs* is defined in §200.1. The determination of cognizant agency for indirect costs for states and local governments is described in section F.1.

5. *Major local government* means local government that receives more than \$100 million in direct Federal awards subject to this Part.

C. SCOPE OF THE CENTRAL SERVICE COST ALLOCATION PLANS

The central service cost allocation plan will include all central service costs that will be claimed (either as a billed or an allocated cost) under Federal awards and will be documented as described in section E. omitted from the plan will not be reimbursed.

D. SUBMISSION REQUIREMENTS

1. Each state will submit a plan to the Department of Health and Human Services for each year in which it claims central service costs under Federal awards. The plan should include (a) a projection of the next year's allocated central service cost (based either on actual costs for the most recently completed year or the budget projection for the coming year), and (b) a reconciliation of actual allocated central service costs to the estimated costs used for either the most recently completed year or the year immediately preceding the most recently completed year.

2. Each major local government is also required to submit a plan to its cognizant agency for indirect costs annually.

3. All other local governments claiming central service costs must develop a plan in accordance with the requirements described in this Part and maintain the plan and related supporting documentation for audit. These local governments are not required to submit their plans for Federal approval unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a local government only receives funds as a subrecipient, the pass-through entity will be responsible for monitoring the subrecipient's plan.

4. All central service cost allocation plans will be prepared and, when required, submitted within six months prior to the beginning of each of the governmental unit's fiscal years in which it proposes to claim central service costs. Extensions may be granted by the cognizant agency for indirect costs on a case-by-case basis.

E. DOCUMENTATION REQUIREMENTS FOR
SUBMITTED PLANS

The documentation requirements described in this section may be modified, expanded, or reduced by the cognizant agency for indirect costs on a case-by-case basis. For example, the requirements may be reduced for those central services which have little or no impact on Federal awards. Conversely, if a review of a plan indicates that certain additional information is needed, and will likely be needed in future years, it may be routinely requested in future plan submissions. Items marked with an asterisk (*) should be submitted only once; subsequent plans should merely indicate any changes since the last plan.

1. General

All proposed plans must be accompanied by the following: an organization chart sufficiently detailed to show operations including the central service activities of the state/local government whether or not they are shown as benefitting from central service functions; a copy of the Comprehensive Annual Financial Report (or a copy of the Executive Budget if budgeted costs are being proposed) to support the allowable costs of each central service activity included in the plan; and, a certification (see subsection 4.) that the plan was prepared in accordance with this Part, contains only allowable costs, and was prepared in a manner that treated similar costs consistently among the various Federal awards and between Federal and non-Federal awards/activities.

2. Allocated Central Services

For each allocated central service*, the plan must also include the following: a brief description of the service, an identification of the unit rendering the service and the operating agencies receiving the service, the items of expense included in the cost of the service, the method used to distribute the cost of the service to benefitted agencies, and a summary schedule showing the allocation of each service to the specific benefitted agencies. If any self-insurance funds or fringe benefits costs are treated as allocated (rather than billed) central services, documentation discussed in subsections 3.b. and c. must also be included.

3. Billed Services

a. *General.* The information described in this section must be provided for all billed central services, including internal service funds, self-insurance funds, and fringe benefit funds.

b. *Internal service funds.*

(1) For each internal service fund or similar activity with an operating budget of \$5 million or more, the plan must include: A brief description of each service; a balance

sheet for each fund based on individual accounts contained in the governmental unit's accounting system; a revenue/expenses statement, with revenues broken out by source, e.g., regular billings, interest earned, etc.; a listing of all non-operating transfers (as defined by GAAP) into and out of the fund; a description of the procedures (methodology) used to charge the costs of each service to users, including how billing rates are determined; a schedule of current rates; and, a schedule comparing total revenues (including imputed revenues) generated by the service to the allowable costs of the service, as determined under this part, with an explanation of how variances will be handled.

(2) Revenues must consist of all revenues generated by the service, including unbilled and uncollected revenues. If some users were not billed for the services (or were not billed at the full rate for that class of users), a schedule showing the full imputed revenues associated with these users must be provided. Expenses must be broken out by object cost categories (e.g., salaries, supplies, etc.).

c. *Self-insurance funds.* For each self-insurance fund, the plan must include: the fund balance sheet; a statement of revenue and expenses including a summary of billings and claims paid by agency; a listing of all non-operating transfers into and out of the fund; the type(s) of risk(s) covered by the fund (e.g., automobile liability, workers' compensation, etc.); an explanation of how the level of fund contributions are determined, including a copy of the current actuarial report (with the actuarial assumptions used) if the contributions are determined on an actuarial basis; and, a description of the procedures used to charge or allocate fund contributions to benefitted activities. Reserve levels in excess of claims (1) submitted and adjudicated but not paid, (2) submitted but not adjudicated, and (3) incurred but not submitted must be identified and explained.

d. *Fringe benefits.* For fringe benefit costs, the plan must include: a listing of fringe benefits provided to covered employees, and the overall annual cost of each type of benefit; current fringe benefit policies; and procedures used to charge or allocate the costs of the benefits to benefitted activities. In addition, for pension and post-retirement health insurance plans, the following information must be provided: the governmental unit's funding policies, e.g., legislative bills, trust agreements, or state-mandated contribution rules, if different from actuarially determined rates; the pension plan's costs accrued for the year; the amount funded, and date(s) of funding; a copy of the current actuarial report (including the actuarial assumptions); the plan trustee's report; and, a schedule from the activity showing the value of the interest cost associated with late funding.

4. Required Certification

Each central service cost allocation plan will be accompanied by a certification in the following form:

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal [identify date] to establish cost allocations or billings for [identify period covered by plan] are allowable in accordance with the requirements of this Part and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit: _____
Signature: _____
Name of Official: _____
Title: _____
Date of Execution: _____

F. NEGOTIATION AND APPROVAL OF CENTRAL SERVICE PLANS

1. Federal Cognizant Agency for Indirect Costs Assignments for Cost Negotiation

In general, unless different arrangements are agreed to by the concerned Federal agencies, for central service cost allocation plans, the cognizant agency responsible for review and approval is the Federal agency with the largest dollar value of total Federal awards with a governmental unit. For indirect cost rates and departmental indirect cost allocation plans, the cognizant agency is the Federal agency with the largest dollar value of direct Federal awards with a governmental unit or component, as appropriate. Once designated as the cognizant agency for indirect costs, the Federal agency must remain so for a period of five years. In addition, the following Federal agencies continue to be responsible for the indicated governmental entities:

Department of Health and Human Services—Public assistance and state-wide cost allocation plans for all states (including the District of Columbia and Puerto Rico), state and local hospitals, libraries and health districts.

Department of the Interior—Indian tribal governments, territorial governments, and state and local park and recreational districts.

Department of Labor—State and local labor departments.

Department of Education—School districts and state and local education agencies.

Department of Agriculture—State and local agriculture departments.

Department of Transportation—State and local airport and port authorities and transit districts.

Department of Commerce—State and local economic development districts.

Department of Housing and Urban Development—State and local housing and development districts.

Environmental Protection Agency—State and local water and sewer districts.

2. Review

All proposed central service cost allocation plans that are required to be submitted will be reviewed, negotiated, and approved by the cognizant agency for indirect costs on a timely basis. The cognizant agency for indirect costs will review the proposal within six months of receipt of the proposal and either negotiate/approve the proposal or advise the governmental unit of the additional documentation needed to support/evaluate the proposed plan or the changes required to make the proposal acceptable. Once an agreement with the governmental unit has been reached, the agreement will be accepted and used by all Federal agencies, unless prohibited or limited by statute. Where a Federal awarding agency has reason to believe that special operating factors affecting its Federal awards necessitate special consideration, the funding agency will, prior to the time the plans are negotiated, notify the cognizant agency for indirect costs.

3. Agreement

The results of each negotiation must be formalized in a written agreement between the cognizant agency for indirect costs and the governmental unit. This agreement will be subject to re-opening if the agreement is subsequently found to violate a statute or the information upon which the plan was negotiated is later found to be materially incomplete or inaccurate. The results of the negotiation must be made available to all Federal agencies for their use.

4. Adjustments

Negotiated cost allocation plans based on a proposal later found to have included costs that: (a) are unallowable (i) as specified by law or regulation, (ii) as identified in subpart F, General Provisions for selected Items of Cost of this Part, or (iii) by the terms and

conditions of Federal awards, or (b) are unallowable because they are clearly not allocable to Federal awards, must be adjusted, or a refund must be made at the option of the cognizant agency for indirect costs, including earned or imputed interest from the date of transfer and debt interest, if applicable, chargeable in accordance with applicable Federal cognizant agency for indirect costs regulations. Adjustments or cash refunds may include, at the option of the cognizant agency for indirect costs, earned or imputed interest from the date of expenditure and delinquent debt interest, if applicable, chargeable in accordance with applicable cognizant agency claims collection regulations. These adjustments or refunds are designed to correct the plans and do not constitute a reopening of the negotiation.

G. OTHER POLICIES

1. Billed Central Service Activities

Each billed central service activity must separately account for all revenues (including imputed revenues) generated by the service, expenses incurred to furnish the service, and profit/loss.

2. Working Capital Reserves

Internal service funds are dependent upon a reasonable level of working capital reserve to operate from one billing cycle to the next. Charges by an internal service activity to provide for the establishment and maintenance of a reasonable level of working capital reserve, in addition to the full recovery of costs, are allowable. A working capital reserve as part of retained earnings of up to 60 calendar days cash expenses for normal operating purposes is considered reasonable. A working capital reserve exceeding 60 calendar days may be approved by the cognizant agency for indirect costs in exceptional cases.

3. Carry-Forward Adjustments of Allocated Central Service Costs

Allocated central service costs are usually negotiated and approved for a future fiscal year on a "fixed with carry-forward" basis. Under this procedure, the fixed amounts for the future year covered by agreement are not subject to adjustment for that year. However, when the actual costs of the year involved become known, the differences between the fixed amounts previously approved and the actual costs will be carried forward and used as an adjustment to the fixed amounts established for a later year. This "carry-forward" procedure applies to all central services whose costs were fixed in the approved plan. However, a carry-forward adjustment is not permitted, for a central service activity that was not included in the ap-

proved plan, or for unallowable costs that must be reimbursed immediately.

4. Adjustments of Billed Central Services

Billing rates used to charge Federal awards must be based on the estimated costs of providing the services, including an estimate of the allocable central service costs. A comparison of the revenue generated by each billed service (including total revenues whether or not billed or collected) to the actual allowable costs of the service will be made at least annually, and an adjustment will be made for the difference between the revenue and the allowable costs. These adjustments will be made through one of the following adjustment methods: (a) a cash refund including earned or imputed interest from the date of transfer and debt interest, if applicable, chargeable in accordance with applicable Federal cognizant agency for indirect costs regulations to the Federal Government for the Federal share of the adjustment, (b) credits to the amounts charged to the individual programs, (c) adjustments to future billing rates, or (d) adjustments to allocated central service costs. Adjustments to allocated central services will not be permitted where the total amount of the adjustment for a particular service (Federal share and non-Federal) share exceeds \$500,000. Adjustment methods may include, at the option of the cognizant agency, earned or imputed interest from the date of expenditure and delinquent debt interest, if applicable, chargeable in accordance with applicable cognizant agency claims collection regulations.

5. Records Retention

All central service cost allocation plans and related documentation used as a basis for claiming costs under Federal awards must be retained for audit in accordance with the records retention requirements contained in subpart D of this part.

6. Appeals

If a dispute arises in the negotiation of a plan between the cognizant agency for indirect costs and the governmental unit, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

7. OMB Assistance

To the extent that problems are encountered among the Federal agencies or governmental units in connection with the negotiation and approval process, OMB will lend assistance, as required, to resolve such problems in a timely manner.

[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 54410, Sept. 10, 2015; 85 FR 49581, Aug. 13, 2020]

APPENDIX VI TO PART 200—PUBLIC ASSISTANCE COST ALLOCATION PLANS

A. GENERAL

Federally-financed programs administered by state public assistance agencies are funded predominately by the Department of Health and Human Services (HHS). In support of its stewardship requirements, HHS has published requirements for the development, documentation, submission, negotiation, and approval of public assistance cost allocation plans in Subpart E of 45 CFR Part 95. All administrative costs (direct and indirect) are normally charged to Federal awards by implementing the public assistance cost allocation plan. This Appendix extends these requirements to all Federal awarding agencies whose programs are administered by a state public assistance agency. Major federally-financed programs typically administered by state public assistance agencies include: Temporary Aid to Needy Families (TANF), Medicaid, Food Stamps, Child Support Enforcement, Adoption Assistance and Foster Care, and Social Services Block Grant.

B. DEFINITIONS

1. *State public assistance agency* means a state agency administering or supervising the administration of one or more public assistance programs operated by the state as identified in Subpart E of 45 CFR Part 95. For the purpose of this Appendix, these programs include all programs administered by the state public assistance agency.

2. *State public assistance agency costs* means all costs incurred by, or allocable to, the state public assistance agency, except expenditures for financial assistance, medical contractor payments, food stamps, and payments for services and goods provided directly to program recipients.

C. POLICY

State public assistance agencies will develop, document and implement, and the Federal Government will review, negotiate, and approve, public assistance cost allocation plans in accordance with Subpart E of 45 CFR Part 95. The plan will include all programs administered by the state public assistance agency. Where a letter of approval or disapproval is transmitted to a state public assistance agency in accordance with Subpart E, the letter will apply to all Federal agencies and programs. The remaining sections of this Appendix (except for the requirement for certification) summarize the provisions of Subpart E of 45 CFR Part 95.

D. SUBMISSION, DOCUMENTATION, AND APPROVAL OF PUBLIC ASSISTANCE COST ALLOCATION PLANS

1. State public assistance agencies are required to promptly submit amendments to the cost allocation plan to HHS for review and approval.

2. Under the coordination process outlined in section E, affected Federal agencies will review all new plans and plan amendments and provide comments, as appropriate, to HHS. The effective date of the plan or plan amendment will be the first day of the calendar quarter following the event that required the amendment, unless another date is specifically approved by HHS. HHS, as the cognizant agency for indirect costs acting on behalf of all affected Federal agencies, will, as necessary, conduct negotiations with the state public assistance agency and will inform the state agency of the action taken on the plan or plan amendment.

E. REVIEW OF IMPLEMENTATION OF APPROVED PLANS

1. Since public assistance cost allocation plans are of a narrative nature, the review during the plan approval process consists of evaluating the appropriateness of the proposed groupings of costs (cost centers) and the related allocation bases. As such, the Federal Government needs some assurance that the cost allocation plan has been implemented as approved. This is accomplished by reviews by the Federal awarding agencies, single audits, or audits conducted by the cognizant agency for indirect costs.

2. Where inappropriate charges affecting more than one Federal awarding agency are identified, the cognizant HHS cost negotiation office will be advised and will take the lead in resolving the issue(s) as provided for in Subpart E of 45 CFR Part 95.

3. If a dispute arises in the negotiation of a plan or from a disallowance involving two or more Federal awarding agencies, the dispute must be resolved in accordance with the appeals procedures set out in 45 CFR Part 16. Disputes involving only one Federal awarding agency will be resolved in accordance with the Federal awarding agency's appeal process.

4. To the extent that problems are encountered among the Federal awarding agencies or governmental units in connection with the negotiation and approval process, the Office of Management and Budget will lend assistance, as required, to resolve such problems in a timely manner.

F. UNALLOWABLE COSTS

Claims developed under approved cost allocation plans will be based on allowable costs as identified in this Part. Where unallowable costs have been claimed and reimbursed,

they will be refunded to the program that reimbursed the unallowable cost using one of the following methods: (a) a cash refund, (b) offset to a subsequent claim, or (c) credits to the amounts charged to individual Federal awards. Cash refunds, offsets, and credits may include at the option of the cognizant agency for indirect cost, earned or imputed interest from the date of expenditure and delinquent debt interest, if applicable, chargeable in accordance with applicable cognizant agency for indirect cost claims collection regulations.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49581, Aug. 13, 2020]

APPENDIX VII TO PART 200—STATES AND LOCAL GOVERNMENT AND INDIAN TRIBE INDIRECT COST PROPOSALS

A. GENERAL

1. Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefited cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost.

2. Indirect costs include (a) the indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and (b) the costs of central governmental services distributed through the central service cost allocation plan (as described in Appendix V to this part) and not otherwise treated as direct costs.

3. Indirect costs are normally charged to Federal awards by the use of an indirect cost rate. A separate indirect cost rate(s) is usually necessary for each department or agency of the governmental unit claiming indirect costs under Federal awards. Guidelines and illustrations of indirect cost proposals are provided in a brochure published by the Department of Health and Human Services entitled "*A Guide for States and Local Government Agencies: Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.*" A copy of this brochure may be obtained from HHS Cost Allocation Services or at their website.

4. Because of the diverse characteristics and accounting practices of governmental units, the types of costs which may be classified as indirect costs cannot be specified in all situations. However, typical examples of indirect costs may include certain state/

local-wide central service costs, general administration of the non-Federal entity accounting and personnel services performed within the non-Federal entity, depreciation on buildings and equipment, the costs of operating and maintaining facilities.

5. This Appendix does not apply to state public assistance agencies. These agencies should refer instead to Appendix VI to this part.

B. DEFINITIONS

1. *Base* means the accumulated direct costs (normally either total direct salaries and wages or total direct costs exclusive of any extraordinary or distorting expenditures) used to distribute indirect costs to individual Federal awards. The direct cost base selected should result in each Federal award bearing a fair share of the indirect costs in reasonable relation to the benefits received from the costs.

2. *Base period* for the allocation of indirect costs is the period in which such costs are incurred and accumulated for allocation to activities performed in that period. The base period normally should coincide with the governmental unit's fiscal year, but in any event, must be so selected as to avoid inequities in the allocation of costs.

3. *Cognizant agency for indirect costs* means the Federal agency responsible for reviewing and approving the governmental unit's indirect cost rate(s) on the behalf of the Federal Government. The cognizant agency for indirect costs assignment is described in Appendix V, section F.

4. *Final rate* means an indirect cost rate applicable to a specified past period which is based on the actual allowable costs of the period. A final audited rate is not subject to adjustment.

5. *Fixed rate* means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual, allowable costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period.

6. *Indirect cost pool* is the accumulated costs that jointly benefit two or more programs or other cost objectives.

7. *Indirect cost rate* is a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base.

8. *Indirect cost rate proposal* means the documentation prepared by a governmental unit or subdivision thereof to substantiate its request for the establishment of an indirect cost rate.

9. *Predetermined rate* means an indirect cost rate, applicable to a specified current or future period, usually the governmental unit's fiscal year. This rate is based on an estimate

of the costs to be incurred during the period. Except under very unusual circumstances, a predetermined rate is not subject to adjustment. (Because of legal constraints, predetermined rates are not permitted for Federal contracts; they may, however, be used for grants or cooperative agreements.) Predetermined rates may not be used by governmental units that have not submitted and negotiated the rate with the cognizant agency for indirect costs. In view of the potential advantages offered by this procedure, negotiation of predetermined rates for indirect costs for a period of two to four years should be the norm in those situations where the cost experience and other pertinent facts available are deemed sufficient to enable the parties involved to reach an informed judgment as to the probable level of indirect costs during the ensuing accounting periods.

10. *Provisional rate* means a temporary indirect cost rate applicable to a specified period which is used for funding, interim reimbursement, and reporting indirect costs on Federal awards pending the establishment of a "final" rate for that period.

C. ALLOCATION OF INDIRECT COSTS AND DETERMINATION OF INDIRECT COST RATES

1. General

a. Where a governmental unit's department or agency has only one major function, or where all its major functions benefit from the indirect costs to approximately the same degree, the allocation of indirect costs and the computation of an indirect cost rate may be accomplished through simplified allocation procedures as described in subsection 2.

b. Where a governmental unit's department or agency has several major functions which benefit from its indirect costs in varying degrees, the allocation of indirect costs may require the accumulation of such costs into separate cost groupings which then are allocated individually to benefitted functions by means of a base which best measures the relative degree of benefit. The indirect costs allocated to each function are then distributed to individual Federal awards and other activities included in that function by means of an indirect cost rate(s).

c. Specific methods for allocating indirect costs and computing indirect cost rates along with the conditions under which each method should be used are described in subsections 2, 3 and 4.

2. Simplified Method

a. Where a non-Federal entity's major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs may be accomplished by (1) classifying the non-Federal entity's total costs for the base period as either direct or indirect, and (2) dividing the total allowable indirect costs (net of applicable

credits) by an equitable distribution base. The result of this process is an indirect cost rate which is used to distribute indirect costs to individual Federal awards. The rate should be expressed as the percentage which the total amount of allowable indirect costs bears to the base selected. This method should also be used where a governmental unit's department or agency has only one major function encompassing a number of individual projects or activities, and may be used where the level of Federal awards to that department or agency is relatively small.

b. Both the direct costs and the indirect costs must exclude capital expenditures and unallowable costs. However, unallowable costs must be included in the direct costs if they represent activities to which indirect costs are properly allocable.

c. The distribution base may be (1) total direct costs (excluding capital expenditures and other distorting items, such as pass-through funds, subcontracts in excess of \$25,000, participant support costs, etc.), (2) direct salaries and wages, or (3) another base which results in an equitable distribution.

3. Multiple Allocation Base Method

a. Where a non-Federal entity's indirect costs benefit its major functions in varying degrees, such costs must be accumulated into separate cost groupings. Each grouping must then be allocated individually to benefitted functions by means of a base which best measures the relative benefits.

b. The cost groupings should be established so as to permit the allocation of each grouping on the basis of benefits provided to the major functions. Each grouping should constitute a pool of expenses that are of like character in terms of the functions they benefit and in terms of the allocation base which best measures the relative benefits provided to each function. The number of separate groupings should be held within practical limits, taking into consideration the materiality of the amounts involved and the degree of precision needed.

c. Actual conditions must be taken into account in selecting the base to be used in allocating the expenses in each grouping to benefitted functions. When an allocation can be made by assignment of a cost grouping directly to the function benefitted, the allocation must be made in that manner. When the expenses in a grouping are more general in nature, the allocation should be made through the use of a selected base which produces results that are equitable to both the Federal Government and the governmental unit. In general, any cost element or related factor associated with the governmental unit's activities is potentially adaptable for use as an allocation base provided that: (1) it can readily be expressed in terms of dollars or other quantitative measures (total direct

costs, direct salaries and wages, staff hours applied, square feet used, hours of usage, number of documents processed, population served, and the like), and (2) it is common to the benefitted functions during the base period.

d. Except where a special indirect cost rate(s) is required in accordance with paragraph (C)(4) of this Appendix, the separate groupings of indirect costs allocated to each major function must be aggregated and treated as a common pool for that function. The costs in the common pool must then be distributed to individual Federal awards included in that function by use of a single indirect cost rate.

e. The distribution base used in computing the indirect cost rate for each function may be (1) total direct costs (excluding capital expenditures and other distorting items such as pass-through funds, subawards in excess of \$25,000, participant support costs, etc.), (2) direct salaries and wages, or (3) another base which results in an equitable distribution. An indirect cost rate should be developed for each separate indirect cost pool developed. The rate in each case should be stated as the percentage relationship between the particular indirect cost pool and the distribution base identified with that pool.

4. Special Indirect Cost Rates

a. In some instances, a single indirect cost rate for all activities of a non-Federal entity or for each major function of the agency may not be appropriate. It may not take into account those different factors which may substantially affect the indirect costs applicable to a particular program or group of programs. The factors may include the physical location of the work, the level of administrative support required, the nature of the facilities or other resources employed, the organizational arrangements used, or any combination thereof. When a particular Federal award is carried out in an environment which appears to generate a significantly different level of indirect costs, provisions should be made for a separate indirect cost pool applicable to that Federal award. The separate indirect cost pool should be developed during the course of the regular allocation process, and the separate indirect cost rate resulting therefrom should be used, provided that: (1) The rate differs significantly from the rate which would have been developed under paragraphs (C)(2) and (C)(3) of this Appendix, and (2) the Federal award to which the rate would apply is material in amount.

b. Where Federal statutes restrict the reimbursement of certain indirect costs, it may be necessary to develop a special rate for the affected Federal award. Where a "restricted rate" is required, the same procedure for developing a non-restricted rate will be used except for the additional step of the

elimination from the indirect cost pool those costs for which the law prohibits reimbursement.

D. SUBMISSION AND DOCUMENTATION OF PROPOSALS

1. Submission of Indirect Cost Rate Proposals

a. All departments or agencies of the governmental unit desiring to claim indirect costs under Federal awards must prepare an indirect cost rate proposal and related documentation to support those costs. The proposal and related documentation must be retained for audit in accordance with the records retention requirements contained in § 200.334.

b. A governmental department or agency unit that receives more than \$35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs. Other governmental department or agency must develop an indirect cost proposal in accordance with the requirements of this Part and maintain the proposal and related supporting documentation for audit. These governmental departments or agencies are not required to submit their proposals unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a non-Federal entity only receives funds as a subrecipient, the pass-through entity will be responsible for negotiating and/or monitoring the subrecipient's indirect costs.

c. Each Indian tribal government desiring reimbursement of indirect costs must submit its indirect cost proposal to the Department of the Interior (its cognizant agency for indirect costs).

d. Indirect cost proposals must be developed (and, when required, submitted) within six months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs. If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally-approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.

2. Documentation of Proposals

The following must be included with each indirect cost proposal:

a. The rates proposed, including subsidiary work sheets and other relevant data, cross referenced and reconciled to the financial data noted in subsection b. Allocated central service costs will be supported by the summary table included in the approved central service cost allocation plan. This summary

table is not required to be submitted with the indirect cost proposal if the central service cost allocation plan for the same fiscal year has been approved by the cognizant agency for indirect costs and is available to the funding agency.

b. A copy of the financial data (financial statements, comprehensive annual financial report, executive budgets, accounting reports, etc.) upon which the rate is based. Adjustments resulting from the use of unaudited data will be recognized, where appropriate, by the Federal cognizant agency for indirect costs in a subsequent proposal.

c. The approximate amount of direct base costs incurred under Federal awards. These costs should be broken out between salaries and wages and other direct costs.

d. A chart showing the organizational structure of the agency during the period for which the proposal applies, along with a functional statement(s) noting the duties and/or responsibilities of all units that comprise the agency. (Once this is submitted, only revisions need be submitted with subsequent proposals.)

3. Required certification.

Each indirect cost rate proposal must be accompanied by a certification in the following form:

CERTIFICATE OF INDIRECT COSTS

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal [identify date] to establish billing or final indirect costs rates for [identify period covered by rate] are allowable in accordance with the requirements of the Federal award(s) to which they apply and the provisions of this Part. Unallowable costs have been adjusted for in allocating costs as indicated in the indirect cost proposal

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Governmental Unit: _____
Signature: _____
Name of Official: _____
Title: _____
Date of Execution: _____

E. NEGOTIATION AND APPROVAL OF RATES

1. Indirect cost rates will be reviewed, negotiated, and approved by the cognizant agency on a timely basis. Once a rate has been agreed upon, it will be accepted and used by all Federal agencies unless prohibited or limited by statute. Where a Federal awarding agency has reason to believe that special operating factors affecting its Federal awards necessitate special indirect cost rates, the funding agency will, prior to the time the rates are negotiated, notify the cognizant agency for indirect costs.

2. The use of predetermined rates, if allowed, is encouraged where the cognizant agency for indirect costs has reasonable assurance based on past experience and reliable projection of the non-Federal entity's costs, that the rate is not likely to exceed a rate based on actual costs. Long-term agreements utilizing predetermined rates extending over two or more years are encouraged, where appropriate.

3. The results of each negotiation must be formalized in a written agreement between the cognizant agency for indirect costs and the governmental unit. This agreement will be subject to re-opening if the agreement is subsequently found to violate a statute, or the information upon which the plan was negotiated is later found to be materially incomplete or inaccurate. The agreed upon rates must be made available to all Federal agencies for their use.

4. Refunds must be made if proposals are later found to have included costs that (a) are unallowable (i) as specified by law or regulation, (ii) as identified in §200.420, or (iii) by the terms and conditions of Federal awards, or (b) are unallowable because they are clearly not allocable to Federal awards. These adjustments or refunds will be made regardless of the type of rate negotiated (predetermined, final, fixed, or provisional).

F. OTHER POLICIES

1. Fringe Benefit Rates

If overall fringe benefit rates are not approved for the governmental unit as part of the central service cost allocation plan, these rates will be reviewed, negotiated and approved for individual recipient agencies during the indirect cost negotiation process. In these cases, a proposed fringe benefit rate computation should accompany the indirect cost proposal. If fringe benefit rates are not used at the recipient agency level (i.e., the agency specifically identifies fringe benefit costs to individual employees), the governmental unit should so advise the cognizant agency for indirect costs.

OMB Guidance

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2. Billed Services Provided by the Recipient Agency

In some cases, governmental departments or agencies (components of the governmental unit) provide and bill for services similar to those covered by central service cost allocation plans (e.g., computer centers). Where this occurs, the governmental departments or agencies (components of the governmental unit) should be guided by the requirements in Appendix V relating to the development of billing rates and documentation requirements, and should advise the cognizant agency for indirect costs of any billed services. Reviews of these types of services (including reviews of costing/billing methodology, profits or losses, etc.) will be made on a case-by-case basis as warranted by the circumstances involved.

3. Indirect Cost Allocations Not Using Rates

In certain situations, governmental departments or agencies (components of the governmental unit), because of the nature of their Federal awards, may be required to develop a cost allocation plan that distributes indirect (and, in some cases, direct) costs to the specific funding sources. In these cases, a narrative cost allocation methodology should be developed, documented, maintained for audit, or submitted, as appropriate, to the cognizant agency for indirect costs for review, negotiation, and approval.

4. Appeals

If a dispute arises in a negotiation of an indirect cost rate (or other rate) between the cognizant agency for indirect costs and the governmental unit, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

5. Collection of Unallowable Costs and Erroneous Payments

Costs specifically identified as unallowable and charged to Federal awards either directly or indirectly will be refunded (including interest chargeable in accordance with applicable Federal cognizant agency for indirect costs regulations).

6. OMB Assistance

To the extent that problems are encountered among the Federal agencies or governmental units in connection with the negotiation and approval process, OMB will lend assistance, as required, to resolve such problems in a timely manner.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75889, Dec. 19, 2014; 85 FR 49581, Aug. 13, 2020]

APPENDIX VIII TO PART 200—NONPROFIT ORGANIZATIONS EXEMPTED FROM SUBPART E OF PART 200

1. Advance Technology Institute (ATI), Charleston, South Carolina
2. Aerospace Corporation, El Segundo, California
3. American Institutes of Research (AIR), Washington, DC
4. Argonne National Laboratory, Chicago, Illinois
5. Atomic Casualty Commission, Washington, DC
6. Battelle Memorial Institute, Headquartered in Columbus, Ohio
7. Brookhaven National Laboratory, Upton, New York
8. Charles Stark Draper Laboratory, Incorporated, Cambridge, Massachusetts
9. CNA Corporation (CNAC), Alexandria, Virginia
10. Environmental Institute of Michigan, Ann Arbor, Michigan
11. Georgia Institute of Technology/Georgia Tech Applied Research Corporation/Georgia Tech Research Institute, Atlanta, Georgia
12. Hanford Environmental Health Foundation, Richland, Washington
13. IIT Research Institute, Chicago, Illinois
14. Institute of Gas Technology, Chicago, Illinois
15. Institute for Defense Analysis, Alexandria, Virginia
16. LMI, McLean, Virginia
17. Mitre Corporation, Bedford, Massachusetts
18. Noblis, Inc., Falls Church, Virginia
19. National Radiological Astronomy Observatory, Green Bank, West Virginia
20. National Renewable Energy Laboratory, Golden, Colorado
21. Oak Ridge Associated Universities, Oak Ridge, Tennessee
22. Rand Corporation, Santa Monica, California
23. Research Triangle Institute, Research Triangle Park, North Carolina
24. Riverside Research Institute, New York, New York
25. South Carolina Research Authority (SCRA), Charleston, South Carolina
26. Southern Research Institute, Birmingham, Alabama
27. Southwest Research Institute, San Antonio, Texas
28. SRI International, Menlo Park, California
29. Syracuse Research Corporation, Syracuse, New York
30. Universities Research Association, Incorporated (National Acceleration Lab), Argonne, Illinois
31. Urban Institute, Washington DC
32. Nonprofit insurance companies, such as Blue Cross and Blue Shield Organizations

Pt. 200, App. IX

33. Other nonprofit organizations as negotiated with Federal awarding agencies

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49582, Aug. 13, 2020]

APPENDIX IX TO PART 200—HOSPITAL COST PRINCIPLES

Until such time as revised guidance is proposed and implemented for hospitals, the existing principles located at 45 CFR part 75 Appendix IX, entitled “Principles for Determining Cost Applicable to Research and Development Under Grants and Contracts with Hospitals,” remain in effect.

[86 FR 10440, Feb. 22, 2021]

APPENDIX X TO PART 200—DATA COLLECTION FORM (FORM SF-SAC)

The Data Collection Form SF-SAC is available on the FAC Web site.

APPENDIX XI TO PART 200—COMPLIANCE SUPPLEMENT

The compliance supplement is available on the OMB website.

[85 FR 49582, Aug. 13, 2020]

APPENDIX XII TO PART 200—AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MAT- TERS

A. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2 CFR Ch. II (1-1-24 Edition)

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semi-annually any information about the criminal, civil, and administrative proceedings.

OMB Guidance

Pt. 200, App. XII

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court

of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

B. [Reserved]

[80 FR 43310, July 22, 2015, as amended at 85 FR 49582, Aug. 13, 2020]

PARTS 201–299 [RESERVED]



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

Mr. Mark Havens
Deputy Land Commissioner
Texas General Land Office
1700 N. Congress Street, Suite 935
Austin, TX 78701-1495

Dear Mr. Havens:

The Department is approving the State of Texas's Action Plan for Community Development Block Grant Mitigation (CDBG-MIT) funds appropriated under the Supplemental Appropriations for Disaster Relief Requirements Act, 2018 Public Law (P.L.) 115-123. On August 30, 2019, the Department announced via a *Federal Register* notice the allocation of \$6.875 billion appropriated under P.L. 115-123 in response to 2015, 2016, and 2017 disasters. The State of Texas was allocated \$4,297,189,000 from this appropriation and identified the General Land Office (GLO) as its administrative agency for the funds. This allocation will be administered under grant number B-18-DP-48-0002. Please note, although the Mitigation Action Plan is approved, the Financial Certifications are still under review to ensure there is enough capacity to manage these funds and the associated risks.

Consistent with the August 30th Notice, the State of Texas's General Land Office submitted the Mitigation Action Plan to HUD on January 31, 2020, for its mitigation recovery that addressed the applicable requirements. Subsequently, at the Department's request, the State of Texas made revisions on March 4, 2020 and March 19, 2020, which addressed all *Federal Register* Notice requirements for approval and must be made available to the public via the State's website. Posting the Action Plan gives the public and other key stakeholders the opportunity to review.

The submitted Action Plan proposes several projects and programs that meet the requirements of the *Federal Register* Notice. The list of CDBG-MIT funded programs and respective budgets are in the CDBG-MIT Allocation Table below.

Table 1: CDBG-MIT Allocation

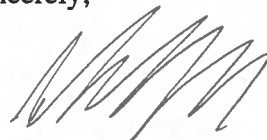
| Activity | Allocated Amount |
|---|-------------------------|
| 2015 Floods State Mitigation Competition | \$46,096,950 |
| 2016 Floods State Mitigation Competition | \$147,680,760 |
| Hurricane Harvey State Mitigation Competition | \$2,144,776,720 |
| Regional Mitigation Program | \$500,000,000 |
| Hazard Mitigation Grant Program: Supplemental | \$170,000,000 |
| Coastal Resiliency Program | \$100,000,000 |
| Housing Oversubscription Supplemental | \$400,000,000 |
| Resilient Home Program | \$100,000,000 |
| State Project Delivery | \$128,915,670 |
| Hazard Mitigation Plans | \$30,000,000 |
| Resilient Communities Program | \$100,000,000 |
| Regional and State Planning | \$214,859,450 |
| State Administration | \$214,859,450 |
| Total | \$4,297,189,000 |

The Department emphasizes that the CDBG-MIT grant is a unique opportunity for grantees to develop strategies to reduce future losses. Overall, HUD seeks to: 1) support data-informed investments in high-impact areas; 2) build the capacity of States and local governments to evaluate disaster risks; 3) support the implementation of policies that reflect local and regional priorities that will have long-lasting effects on community risk reduction; and 4) maximize the impact of available funds from other sources.

Although the State has completed an important step in the mitigation recovery process, there are additional steps necessary to move forward. The CDBG-MIT Financial Management and Grant Compliance Certification, submitted on January 3, 2020 and February 14, 2020, is currently under review by the Department. Once the review is complete, HUD will send the applicable grant agreement and grant conditions for signature.

The Department remains committed to assisting the State of Texas in its efforts to recover from previous disasters and looks forward to working with you and your staff in partnership to complete the fund obligation process, and to address the State's long-term mitigation needs. If you have any questions regarding this allocation, please contact Jessie Handforth Kome, Director, Office of Block Grant Assistance, at Jessie.Handforth.Kome@hud.gov.

Sincerely,



3/31/20

John Gibbs
Acting Assistant Secretary
for Community Planning and Development



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

January 31, 2020

Tennille Parker
Director, Disaster Recovery and Special Issues Division
Office of Block Grant Assistance
U.S. Department of Housing and Urban Development
451 7th Street S.W.
Washington, DC 20410

RE: State of Texas CDBG Mitigation (CDBG-MIT) Action Plan: Building Stronger for a Resilient Future

Dear Ms. Parker:

The Texas General Land Office is pleased to present the *State of Texas CDBG Mitigation (CDBG-MIT) Action Plan: Building Stronger for a Resilient Future* (the Action Plan). The Action Plan is for \$4,297,189,000 in Community Development Block Grant Mitigation (CDBG-MIT) funds. The state of Texas was allocated these funds through the publication of HUD's notice in the Federal Register, 84 FR 45838 (August 30, 2019).

The Action Plan was released on November 21, 2019. The public comment period for the Action Plan was from November 22, 2019 to January 10, 2020. A press release and an email notification of the public comment period was sent to low-income housing advocates and community organizations representing homeless and special needs populations, as well as all mayors, county judges, and tribal leaders in the declared areas. The Action Plan was available in English, Spanish, Chinese, Arabic, Vietnamese, and Korean.

If you need any additional information about the Action Plan, please contact Heather Lagrone at heather.lagrone.glo@recovery.texas.gov

Sincerely,

Alexandra Gamble
Director, Policy Development
Community Development and Revitalization

*State of Texas CDBG Mitigation
(CDBG-MIT) Action Plan:*
Building Stronger for a Resilient Future



Texas General Land Office
George P. Bush, Commissioner

Published: November 22, 2019

Public Comment Period:

November 22, 2019 - January 10, 2020

HUD Approved: March 31, 2020



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1 EXECUTIVE SUMMARY

The Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), made available \$28 billion in Community Development Block Grant disaster recovery (CDBG-DR) funds, and directed the U.S. Department of Housing and Urban Development (HUD) to allocate not less than \$12 billion for mitigation activities proportional to the amounts that CDBG-DR grantees received for qualifying disasters in 2015, 2016, and 2017.

HUD allocated \$4,297,189,000 in CDBG mitigation (CDBG-MIT) funds to the state of Texas through their notice published in the Federal Register, 84 FR 45838 (August 30, 2019) (the Notice). The Texas General Land Office (GLO) has been designated by Governor Greg Abbott to administer CDBG-MIT funds on behalf of the state of Texas.

CDBG-MIT funds represent an opportunity to fund and carry out strategic and high-impact activities to mitigate disaster risks and reduce future losses in areas impacted by recent disasters. In their Federal Register notice, HUD defines mitigation as: “Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.”

Texans are at risk of significant natural disasters. According to the State of Texas Hazard Mitigation Plan (SHMP), Texas leads the nation in disaster declarations. The recent 2015 Floods, 2016 Floods, and Hurricane Harvey illustrate these risks.

The flooding events in 2018 and 2019, as well as Tropical Storm Imelda, further demonstrate that Texans have been and continue to be at risk of hazards such as hurricanes, tropical storms, depressions, and flooding. These funds will prove to be a long-lasting investment that increases the resiliency of communities throughout the state.

The State of Texas CDBG Mitigation Action Plan (the Action Plan) was developed to meet the HUD requirements outlined in the Notice. The Action Plan consists of a Mitigation Needs Assessment, a detailed use of funds, and an allocation budget.

The Mitigation Needs Assessment (the Assessment) was developed using the most recently updated SHMP (October 2018) to identify natural hazards; it provides a rationale for the state’s programs. This Assessment demonstrates that:

- Flooding, hurricanes, tropical storms, and tropical depressions have the greatest impact in Texas;
- Housing, infrastructure, and businesses are continuously impacted and are at risk; and

- A variety of disasters can happen at any time and any place in Texas.

The Action Plan details the proposed use of all funds, including eligibility criteria, eligible applicants, and maximum award amounts. All state mitigation activities are required to address risks identified in areas affected by the 2015 Floods, 2016 Floods, and Hurricane Harvey.

Through this Action Plan, the GLO allocates funds to local governments and other eligible applicants for local and regional mitigation projects and mitigation planning. The GLO will implement state-run housing programs to reconstruct primary residences damaged by Hurricane Harvey with an eye toward increased resiliency.

This Action Plan considers and addresses critical mitigation needs over a large geographic area while maintaining as much local control as possible through several programs aimed at creating more resilient communities through improved infrastructure, housing, building and land use policies and practices, and hazard mitigation planning. Based on the Assessment, stakeholder outreach, past planning and recovery efforts, and public input, the GLO has created the following mitigation programs:

- i. 2015 Floods State Mitigation Competition
- ii. 2016 Floods State Mitigation Competition
- iii. Hurricane Harvey State Mitigation Competition
- iv. Regional Mitigation Program (COG MODs)
- v. Hazard Mitigation Grant Program (HMGP): Supplemental
- vi. Coastal Resiliency Program
- vii. Housing Oversubscription Supplemental
- viii. Resilient Home Program
- ix. Hazard Mitigation Plans
- x. Resilient Communities Program
- xi. Regional and State Planning

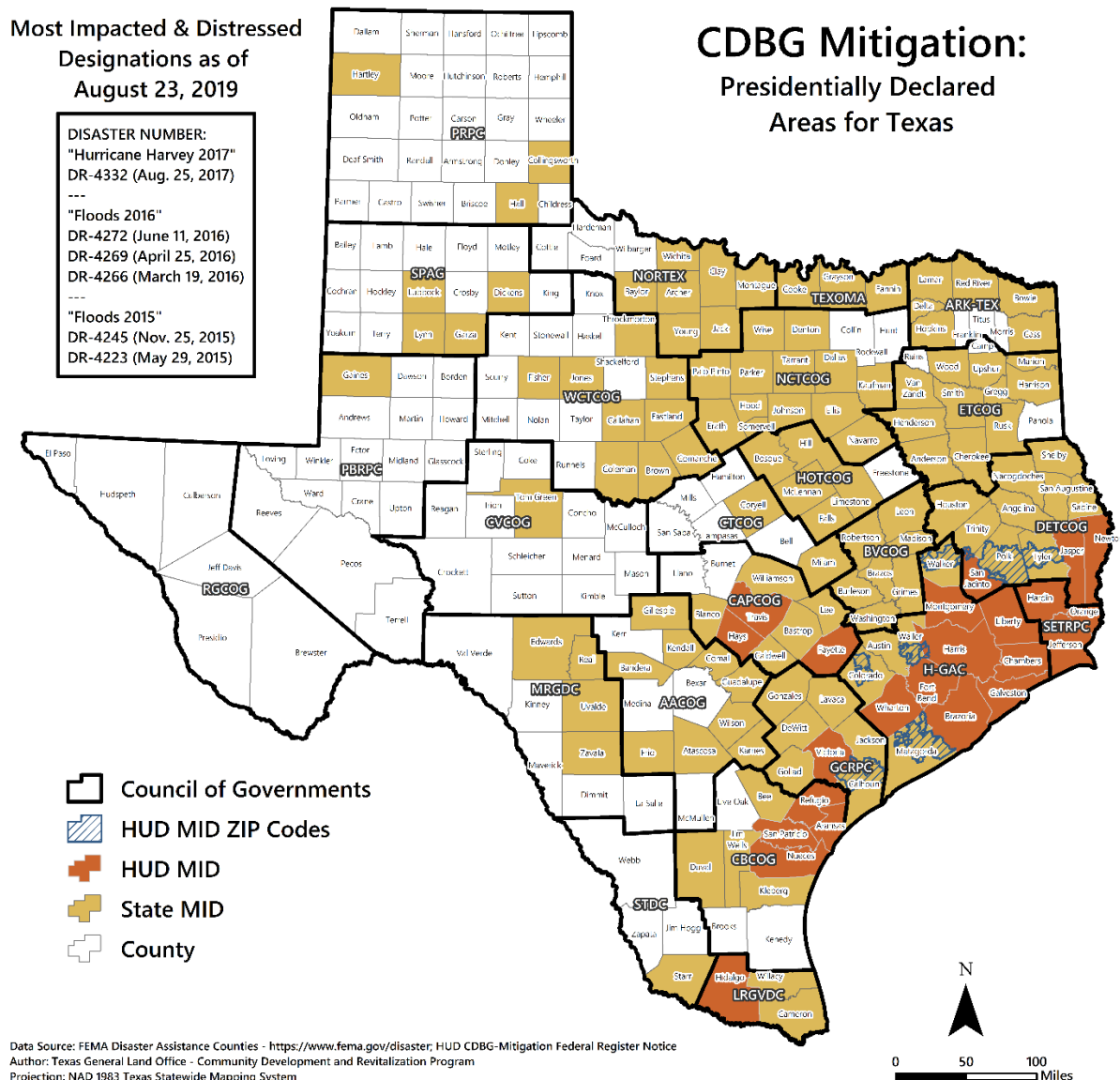
As required by the Notice, at least 50 percent of CDBG-MIT funds must be used to support activities that benefit LMI persons, and all programs will have an LMI priority.

HUD has identified Aransas, Brazoria, Chambers, Fayette, Fort Bend, Galveston, Hardin, Harris, Hays, Hidalgo, Jasper, Jefferson, Liberty, Montgomery, Newton, Nueces, Orange, Refugio, San Jacinto, San Patricio, Travis, Victoria, and Wharton Counties; 75979, 77320, 77335, 77351, 77414, 77423, 77482, 77493, 77979, and 78934 ZIP Codes as the “most impacted and distressed” areas (HUD MID) the Federal Register notice, 84 FR 45838 (August 30, 2019), and has required that at least 50 percent of the allocation must address identified risks within these areas. Up to 50

percent may address identified risks within the “most impacted and distressed” areas determined by the GLO.

Appendix A identifies the counties that received a federal disaster declaration in 2015 (DR-4223 and 4245), 2016 (DR-4266, DR-4269 and DR-4272), and Hurricane Harvey (DR-4332) and that were also identified as HUD MID Counties and ZIP Codes.

Figure 1-1: CDBG-MIT Eligible Areas





1.1 Executive Summary – Total Allocation Budget

| Programs | HUD Most Impacted and Distressed | State Most Impacted and Distressed | Total Allocation | % of Total Allocation | LMI Amount |
|---|----------------------------------|------------------------------------|-------------------------|-----------------------|-------------------------|
| 2015 Floods State Mitigation Competition | \$ 23,048,475 | \$ 23,048,475 | \$ 46,096,950 | 1.07% | \$ 23,048,475 |
| 2016 Floods State Mitigation Competition | \$ 73,840,380 | \$ 73,840,380 | \$ 147,680,760 | 3.44% | \$ 73,840,380 |
| Hurricane Harvey State Mitigation Competition | \$ 1,072,388,360 | \$ 1,072,388,360 | \$ 2,144,776,720 | 49.91% | \$ 1,072,388,360 |
| Regional Mitigation Program | \$ 400,000,000 | \$ 100,000,000 | \$ 500,000,000 | 11.64% | \$ 250,000,000 |
| AACOG | \$ - | \$ 12,805,000 | \$ 12,805,000 | 2.56% | \$ 6,402,500 |
| BVCOG | \$ - | \$ 10,729,000 | \$ 10,729,000 | 2.15% | \$ 5,364,500 |
| CAPCOG | \$ 10,765,000 | \$ 11,623,000 | \$ 22,388,000 | 4.48% | \$ 11,194,000 |
| CBCOG | \$ 64,057,000 | \$ 12,870,000 | \$ 76,927,000 | 15.39% | \$ 38,463,500 |
| CTCOG | \$ - | \$ 2,900,000 | \$ 2,900,000 | 0.58% | \$ 1,450,000 |
| DETCOG | \$ 54,829,000 | \$ 14,384,000 | \$ 69,213,000 | 13.84% | \$ 34,606,500 |
| GCRPC | \$ 18,273,000 | \$ 16,139,000 | \$ 34,412,000 | 6.88% | \$ 17,206,000 |
| HGAC | \$ 190,860,000 | \$ 18,550,000 | \$ 209,410,000 | 41.88% | \$ 104,705,000 |
| SETRPC | \$ 61,216,000 | \$ - | \$ 61,216,000 | 12.24% | \$ 30,608,000 |
| HMGP: Supplemental | \$ 85,000,000 | \$ 85,000,000 | \$ 170,000,000 | 3.96% | \$ 85,000,000 |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ 100,000,000 | 2.33% | \$ 50,000,000 |
| Housing Oversubscription Supplemental | \$ 320,000,000 | \$ 80,000,000 | \$ 400,000,000 | 9.31% | \$ 280,000,000 |
| Resilient Home Program | \$ 80,000,000 | \$ 20,000,000 | \$ 100,000,000 | 2.33% | \$ 70,000,000 |
| State Project Delivery | \$ 64,457,835 | \$ 64,457,835 | \$ 128,915,670 | 3.00% | \$ 64,457,835 |
| Hazard Mitigation Plans | \$ 15,000,000 | \$ 15,000,000 | \$ 30,000,000 | 0.70% | N/A |
| Resilient Communities Program | \$ 50,000,000 | \$ 50,000,000 | \$ 100,000,000 | 2.33% | N/A |
| Regional and State Planning | \$ 107,429,725 | \$ 107,429,725 | \$ 214,859,450 | 5.00% | N/A |
| State Administration | \$ 107,429,725 | \$ 107,429,725 | \$ 214,859,450 | 5.00% | N/A |
| Total | \$ 2,498,594,500 | \$ 1,798,594,500 | \$ 4,297,189,000 | 100% | \$ 1,968,735,050 |



2 MITIGATION NEEDS ASSESSMENT – STATE OF TEXAS

The state of Texas completed the following Mitigation Needs Assessment (the Assessment) to identify long-term needs and priorities for CDBG-MIT funding allocated as a result of 2015, 2016, and 2017 Texas disasters. This Assessment takes into account a comprehensive set of data sources that cover multiple geographies and sectors and was completed according to guidelines set forth by HUD in its first CDBG-MIT Federal Register notice, 84 FR 45838 (August 30, 2019).

The information contained in the Assessment focuses on the statewide impacts and the impacts on the 140 CDBG-MIT eligible counties (see list in Appendix A). The information was compiled using federal and state sources, including information from FEMA, Texas Division of Emergency Management (TDEM), and other federal, state, and local agencies and data sources.

The GLO was able to gather information regarding the impacts of the 2015 and 2016 Floods and Hurricane Harvey; actions taken during and following the storms; and the risks and impacts on impacted communities. This Assessment includes specific details about needs in the eligible and most impacted and distressed communities. This includes risks to and impact on housing and infrastructure.

This Assessment has five main sections: (1) Impact of Prior Disasters; (2) Resiliency Solutions and Mitigation Priorities; (3) State Risks and Hazards Assessment; (4) A Review of State Reports, Studies, and Legislation; and (5) Hazards by County. Each section illustrates the variety of risks and immense impacts Texas communities face from natural hazards—particularly from flooding, hurricanes, tropical storms, and depressions. In demonstrating these risks and impacts, this Assessment provides a rationale for the state-administered mitigation programs detailed in the following chapters.

2.1 Cumulative Impacts of Disasters

2.1.1 THE 2015 FLOODS

On the nights of May 24–26, 2015, a slow-moving storm system dropped a tremendous amount of rain across much of Texas. The storm was preceded by more than a week of heavy rain that culminated in record-breaking floods in areas that historically had not previously flooded (the National Weather Service has cited May 2015 as one of the wettest months in Texas history).¹ Many areas reported tornado activity and record lightning strikes. The cities of Wimberley and

¹ “Weather Event Summary: 2015 Memorial Day Weekend Flooding,” Austin/San Antonio Weather Forecast Office, National Weather Service, NOAA, <https://www.weather.gov/media/ewx/wxevents/ewx-20150524.pdf>

San Marcos in Hays County were particularly hard hit; countywide, 321 homes were destroyed, with hundreds more heavily damaged.² The Blanco River covered portions of Interstate 35.

During the first part of May, many locations across the state received well above normal rainfall that saturated soils. When the Memorial Day weekend arrived, much of the region was at least 2–4 inches (100–300 percent) above average. These conditions led to additional rains running off directly into rivers, streams, and flash flood prone areas. Across Bandera, Kerr, Kendall, Blanco and far west portions of Comal and Hays Counties 6-8 inches of rain fell with a maximum of 10 to 13 inches of rain falling across southern Blanco and northeast Kendall Counties. The majority of this rain fell from Saturday afternoon into the overnight hours of early Sunday morning, leading to the rapid rise of the Blanco and San Marcos Rivers. The Blanco River at Wimberley rose from near 5 feet at 9 p.m. to near 41 feet by 1 a.m. One staggering statistic is that the river rose 5 feet every 15 minutes from 10:45 p.m. to 11:45 p.m. This equates to a 20-foot rise along the river within a 1-hour timeframe (Figure 3-1).³

Figure 2-1: Fischer Store Road Bridge Over the Blanco River.⁴



² “Event Narrative,” Wimberley Fire Department/Rescue, Storm Events Database, NOAA, <https://www.ncdc.noaa.gov/stormevents/eventdetails.jsp?id=581658>

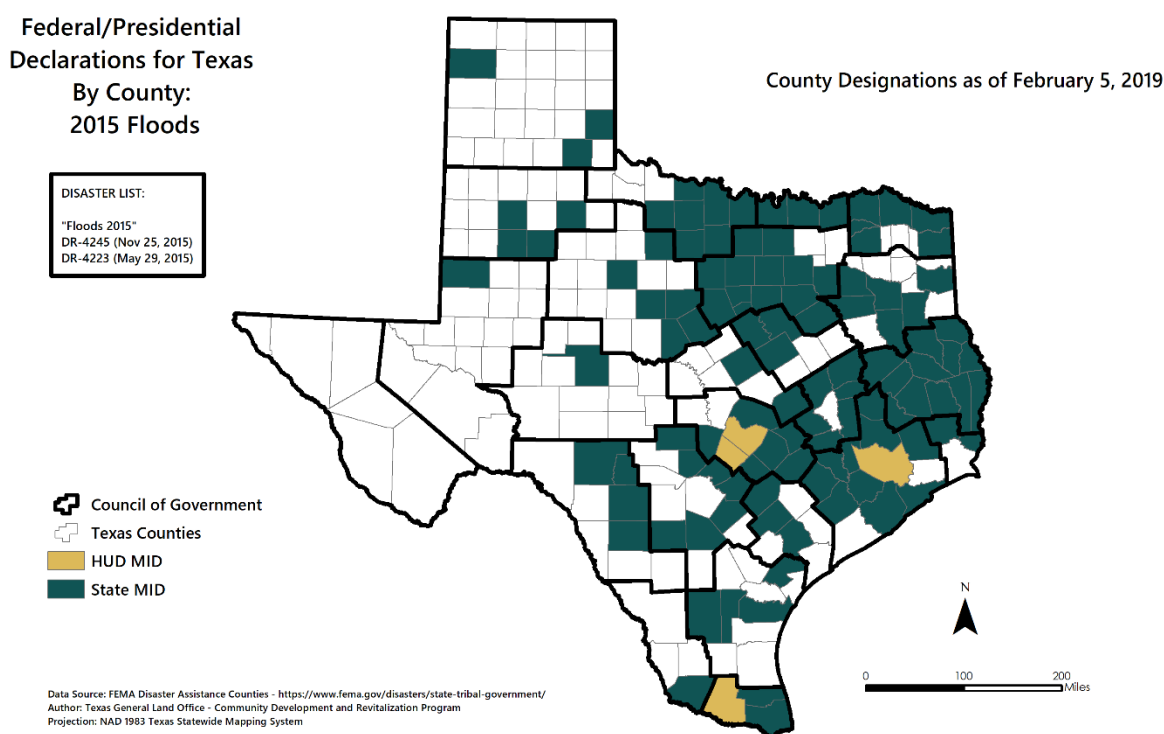
³ “Weather Event Summary: 2015 Memorial Day Weekend Flooding,” Austin/San Antonio Weather Forecast Office, National Weather Service, NOAA, <https://www.weather.gov/media/ewx/wxevents/ewx-20150524.pdf>

⁴ Photograph by Michael Nyman, USGS, May 31, 2015, <https://www.usgs.gov/media/images/memorial-day-flood-texas>

Areas of Texas saw more than 20 inches of rainfall in a matter of days. About 8 million-acre feet of water flowed into the state's reservoirs. Within 48 hours, enough water fell to supply the needs of a city of 8 million people for 1 year. The amount of water that fell over the 30-day period would put the state of Rhode Island under 10 feet of water, fulfill New York City's water needs for 7 full years, or fill Lake Mead, the largest reservoir in the U.S., twice over.⁵

The May floods killed 31 people—27 in Texas and 4 in Oklahoma.⁶ The President issued a major disaster declaration (FEMA-4223-DR) on May 29, 2015, after multiple state disaster declarations from the governor's office.

Figure 2-2: 2015 Floods Declared Counties



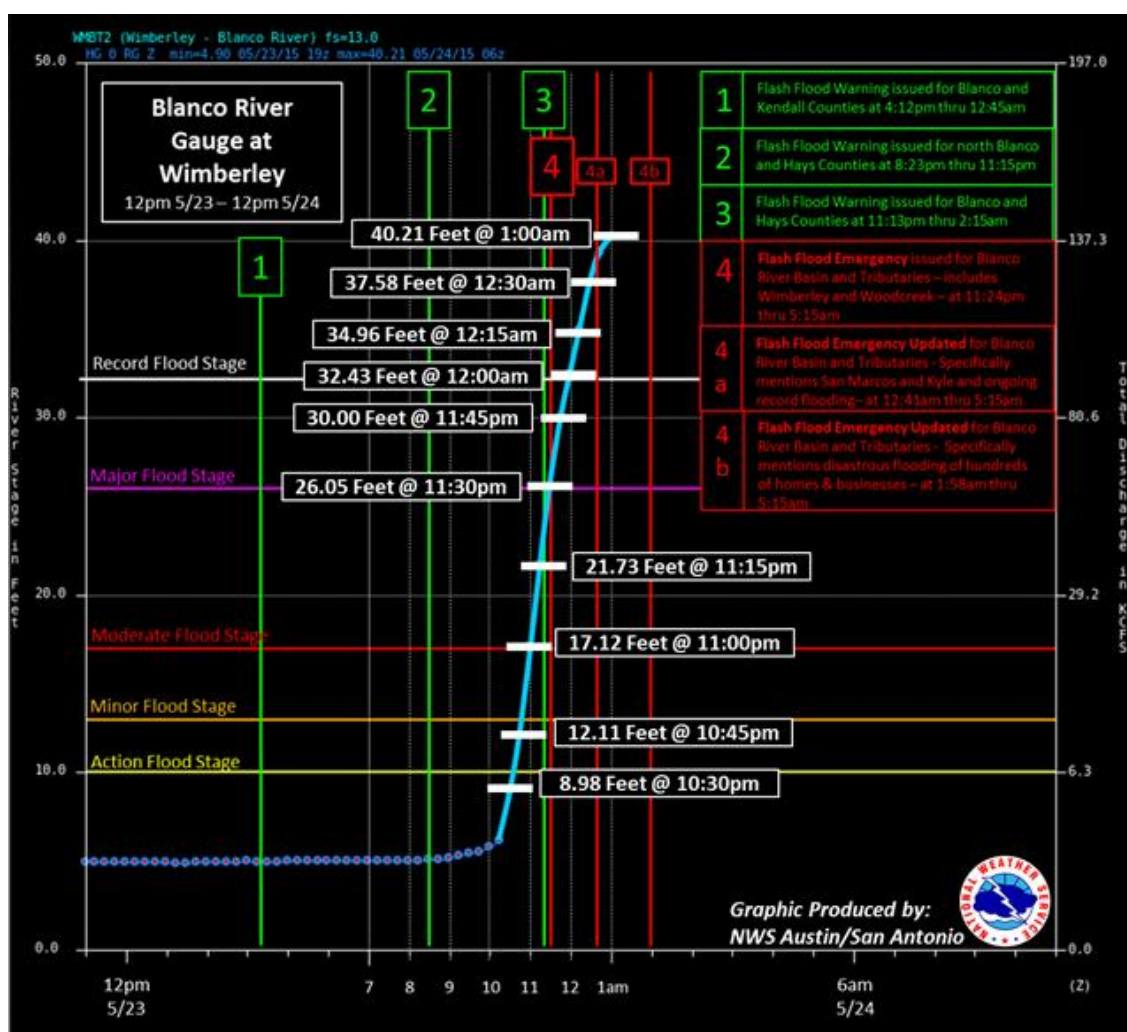
⁵ Christopher Ingraham, "Visualized: How the insane amount of rain in Texas could turn Rhode Island into a lake," *Washington Post*, May 27, 2015, <https://www.washingtonpost.com/news/wonk/wp/2015/05/27/the-insane-amount-of-rain-thats-fallen-in-texas-visualized/?noredirect=on>

⁶ "U.S. Storms, Floods Kill 31 People, 27 of Them in Texas," *Wall Street Journal*, May 30, 2015, <https://www.wsj.com/articles/u-s-storms-floods-kill-29-people-25-of-them-in-texas-1433006237>

Central and Eastern Texas were also hit by dangerous flooding in October of 2015 when rainfall patterns converged with remnants of Hurricane Patricia. In total, 22 counties were part of this disaster declaration (DR-4245).

For both disasters, there was a total of 16,253 approved applications for FEMA Individual Assistance. Total approved individual and households program assistance was \$76,048,194. The total Public Assistance obligated was \$209,596,310 for both disasters, with emergency work totaling \$39,933,822 and permanent work totaling \$157,709,665. Widespread flooding in 2015 could cost Texas upward of \$3 billion, largely from damage to soaked roads and public infrastructure.⁷

Figure 2-3: Hydrography for Blanco River at Wimberley.



⁷ Dylan Baddour, “Texas flood damage could top \$3 billion for 2015,” *Houston Chronicle*, October 28, 2015, <https://www.chron.com/news/houston-texas/texas/article/texas-flood-damage-cost-climate-change-el-ni-o-6594008.php>

2.1.2 THE 2016 FLOODS

The 2016 Floods resulted from storms that extended from March through June, causing severe damage across almost half the state or 134,000 square miles.

The torrential rain event in March was a devastating blow to many Texas communities still trying to recover from the impact of the 2015 Floods. The continuous heavy rainfall on nearly saturated ground created excessive downstream flooding and record-breaking river crests. The record-setting devastation destroyed agricultural areas and homes and resulted in the closure of Interstate 10 along the Texas-Louisiana border that created lengthy delays for individuals, as well as major disruptions in the delivery of goods and services.⁸

On March 19, 2016, Texas received a Presidential disaster declaration (DR-4266) allowing for access to federal disaster assistance including debris removal and emergency protective measures.⁹ The extensive flooding effectively cut off access to entire communities. Thousands of Texans were forced to evacuate their homes and entire cities required mandatory evacuations. In Orange County, approximately 9,000 community members were evacuated while in Newton County, approximately 3,500 community members were evacuated, resulting in long-term sheltering needs for community members trying to recover and rebuild from the devastation. In Deweyville, the elementary school was flooded with over 5 feet of water that resulted in an estimated \$12 million in damages; consequently, over 600 Deweyville students were out of school for a month while the community was without an elementary school.¹⁰

The Texas Division of Emergency Management's Disaster Summary Outline (DSO) estimated that the state's infrastructure was hard hit, with heavy damage to roads and multiple destroyed bridges. The swift flood waters carrying debris left many roads impassable, forcing many closures. Due to rain occurring upstream, downstream river levels continued to rise even after the rain stopped, causing even more damage and limiting community members' ability to return to or have access to their homes. The Burr's Ferry Bridge damage alone was so severe as to require a full closure, with subsequent extensive repairs to the bridge's piers.

⁸ "Disaster Management Assessment DR-4266 Texas April 2016 FINAL," FEMA—Department of Homeland Security.

⁹ "Texas—Severe Storms, Tornadoes, and Flooding, FEMA-4266-DR, Declared March 19, 2016," FEMA, [https://www.fema.gov/media-library-data/1460556248725-fc01158557a973f761ab1f1a284c421e/FEMA4266DRTX\(Expedited\).pdf](https://www.fema.gov/media-library-data/1460556248725-fc01158557a973f761ab1f1a284c421e/FEMA4266DRTX(Expedited).pdf)

¹⁰ Ibid.

Figure 2-4: Burr's Ferry Bridge SH 63 over the Sabine River.¹¹

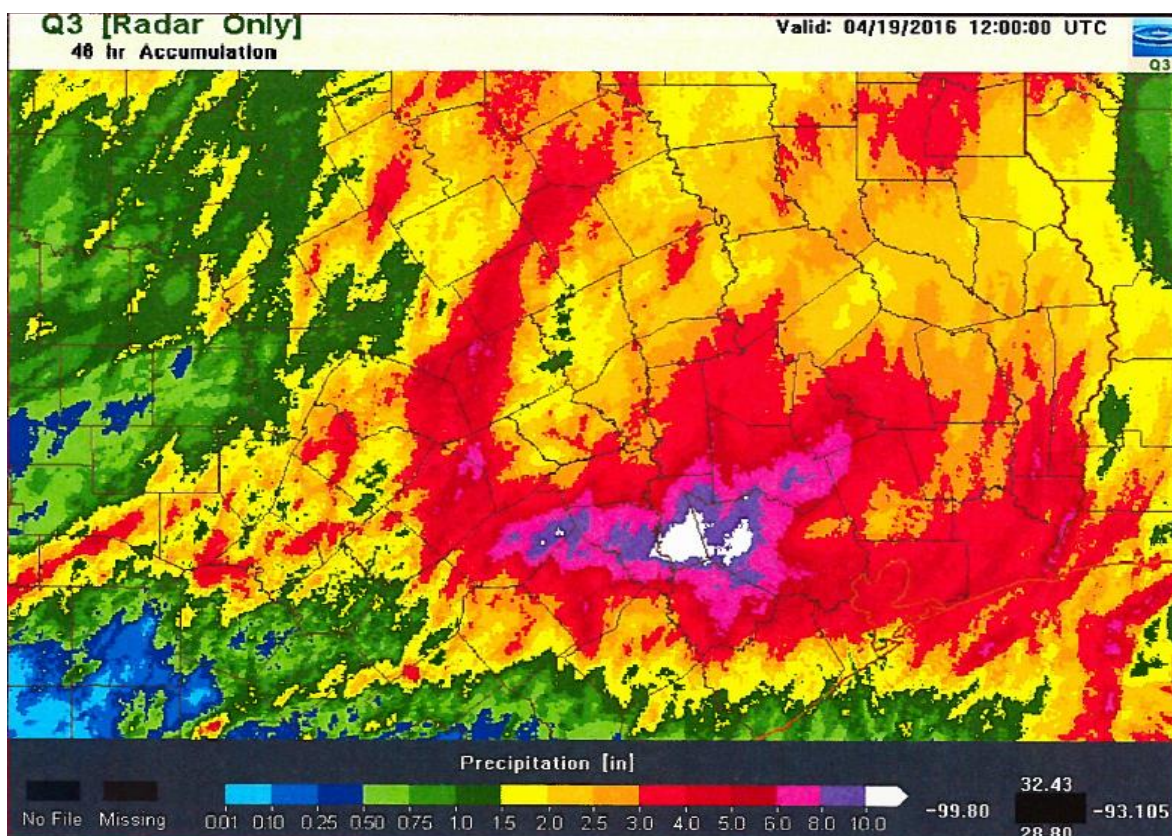


On April 17, 2016, Texas was hit with a sixth catastrophic rain event in a 12-month period, initiating a rare flash flood “emergency warning” by the National Weather Service’s Houston/Galveston Weather Forecast Office. The rare warning criteria was on target, given the consequences to a highly vulnerable population. The severe flooding greatly affected first responders’ abilities to assist community members and, in some instances, even required the rescue of first responders themselves. Parts of Southeast Texas received 10 inches or more of rain during a 24-hour period, with parts of northwest Harris County and Houston receiving up to 15 inches.¹² The devastating floods covered seven counties. On April 25, 2016, Texas received a second Presidential disaster declaration (DR-4269) for the April flooding.

¹¹ Photography by Texas Department of Transportation.

¹² John D. Harden, “Breaking down Houston’s recent flooding events,” *Houston Chronicle*, April 27, 2016, <https://www.houstonchronicle.com/local/article/How-floods-compare-7330750.php>

Figure 2-5: 48-hour rainfall estimates for Southeast Texas April 18-19, 2016.¹³



Texas was hit by another intense round of devastating storms in May, a year after the historical 2015 Memorial Day flooding event. The storms occurred between May 26 and mid-June, marking the third catastrophic storm event to impact Texas in 2016. This series of storms resulted in disaster declaration DR-4272. The effect of these storms continued to devastate communities as rain fell on supersaturated ground in counties still recovering from the previous months' floods and the flooding in 2015. Evacuation and search data provide an insight into the acute severity of these storms. Jointly, Texas Task Force 1 and the Texas Military Department made over 1,444 evacuations, 40 rescues, 520 assists, 618 wellness checks, and many victim recoveries. Texas Parks and Wildlife Department recorded 336 evacuations and 78 rescue assists.¹⁴ Mandatory evacuations were required in many counties, including Bastrop, Brazoria, Fort Bend, Hood, and Parker, along with voluntary evacuations throughout the disaster area.

¹³ Radar image courtesy National Weather Service, Houston/Galveston, April 19, 2016.

¹⁴ "Disaster Case Management Assessment Texas DR-4272 Severe Storms and Flooding August 15, 2016," FEMA—Department of Homeland Security.

On May 26 and 27, the Austin area received widespread rain of 6–8 inches, and in a corridor stretching from I-35 in Austin to just east of I-45, over 12 inches of rain was recorded. The evening of May 28 provided more hardships, as the Texas Hill Country received widespread heavy rains of 6–10 inches—leading to flash flooding and critical flood stages for many rivers, including the Frio, Medina, and Guadalupe. Emergency response to the rain event included evacuations at Jellystone Park and along the Frio River.¹⁵ Rescue efforts continued as a large thunderstorm moved into the Texas Hill Country the evening of May 28; subsequently, record-breaking rainfall totals were noted, as well as rare cresting above flood stage levels of rivers and creeks.

The Memorial Day holiday again proved to be devastating. As heavy rains fell, renewed flash flooding necessitated water rescues during overnight hours. In Hood County, 10 inches of rain flooded and shut down many county roads. On the morning of June 2, this dangerous episode of flash flooding claimed the lives of nine soldiers in Fort Hood, as their Light Medium Tactical Vehicle was washed from a low-water crossing and overturned in swollen Owl Creek.¹⁶

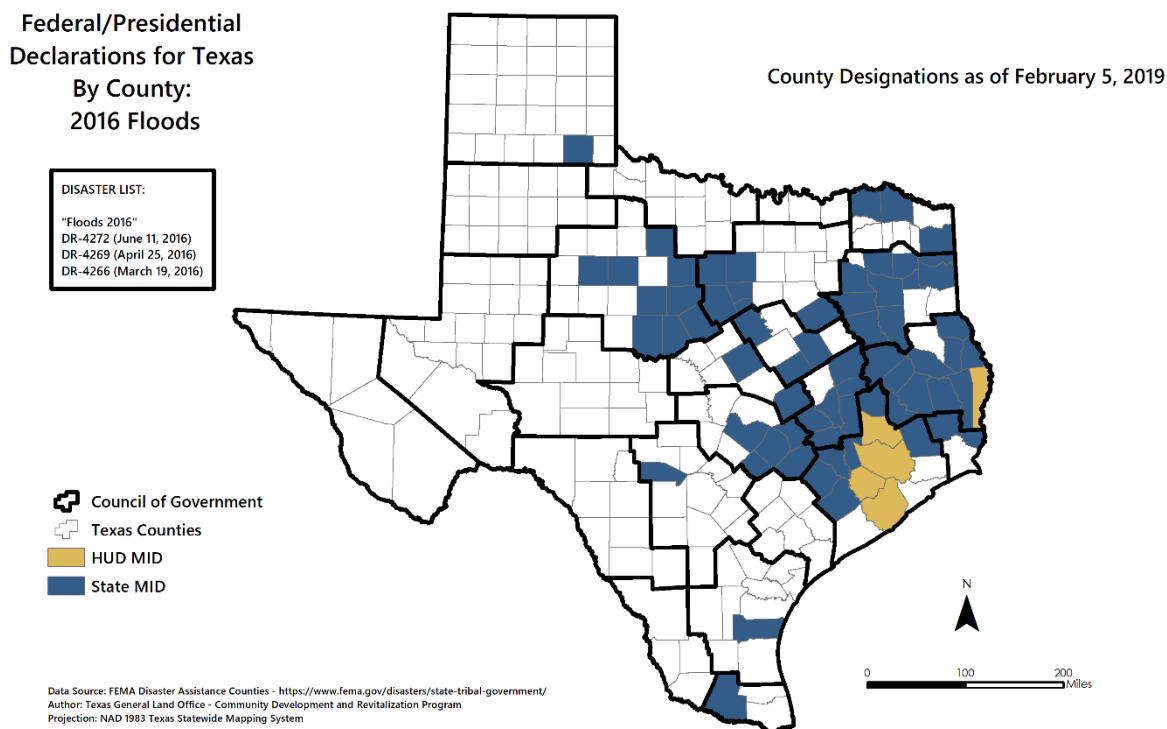
South Texas was also severely impacted by the storms, as two confirmed EF-1 tornadoes wreaked havoc to homes and infrastructure within those communities. The Houston area alone was hit with as much as 8 inches of rain in 5 hours.

In Fort Bend County, the devastation to critical infrastructure included damage to bridges, roads, and levees due to the continuous flooding along the Brazos River, compounding effects from the 2015 declared disasters. It is estimated that 181 homes were destroyed in the county, with an additional 600 homes experiencing major damage.

¹⁵ “Disaster Case Management Assessment Texas DR-4272 Severe Storms and Flooding August 15, 2016,” FEMA—Department of Homeland Security.

¹⁶ Michelle Tan, “Army releases names of all 9 soldiers killed in Fort Hood truck accident,” *Army Times*, June 5, 2016, <https://www.armytimes.com/news/your-army/2016/06/05/army-releases-names-of-all-9-soldiers-killed-in-fort-hood-truck-accident/>

Figure 2-6: 2016 Floods County Declarations



2.1.3 HURRICANE HARVEY

In 2017, communities still working to recover from the severe 2015 and 2016 flooding events were impacted again. Hurricane Harvey, a regenerated tropical depression, made landfall on August 25, 2017, as a Category 4 hurricane, bringing with it extreme wind gusts and, in some places, up to 60 inches of rain in 5 days.¹⁷ The hurricane caused catastrophic flooding and at least 82 human fatalities,¹⁸ due in part to the weather system stalling over the Texas coast. The windspeeds recorded over South Texas may have been underestimated, especially near the coast and close to the eye of the hurricane, as many observation stations were disabled prior to its landfall; however,

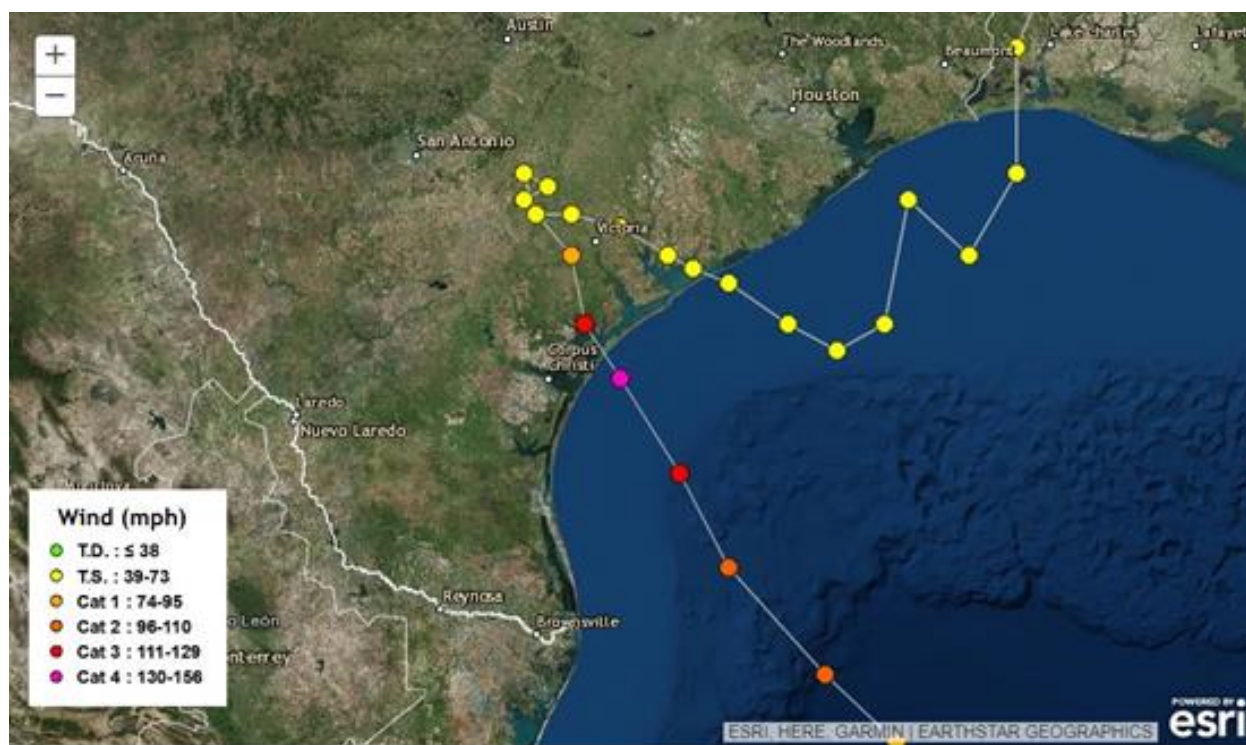
¹⁷ "Hurricane Harvey in Texas, Building Performance Observations, Recommendations, and Technical Guidance," Mitigation Assessment Team Report, (FEMA P-2022/February 2019) FEMA, https://www.fema.gov/media-library-data/1551991528553-9bb91b4bfe36f3129836fedaf263ef64/995941_FEMA_P-2022_FINAL_508c.pdf

¹⁸ Eva Ruth Moravec, "Texas officials: Hurricane Harvey death toll at 82, 'mass casualties have absolutely not happened.'" *Washington Post*, September 14, 2017, https://www.washingtonpost.com/national/texas-officials-hurricane-harvey-death-toll-at-82-mass-casualties-have-absolutely-not-happened/2017/09/14/bff3ffea-9975-11e7-87fc-c3f7ee4035c9_story.html?utm_term=.dfe744e2f8

a peak wind gust of 152 mph (at 10 meters above ground level) was recorded at the Aransas County Airport in Rockport.¹⁹

Although Hurricane Harvey made landfall twice in Texas, it is often regarded as three separate events: the initial landfall in Aransas County; unprecedented rainfall in the Houston metroplex and surrounding areas; and the second landfall on August 29, 2017, in Southeast Texas near the cities of Orange, Beaumont, and Port Arthur. These events caused not only wind damage but devastating widespread flooding.

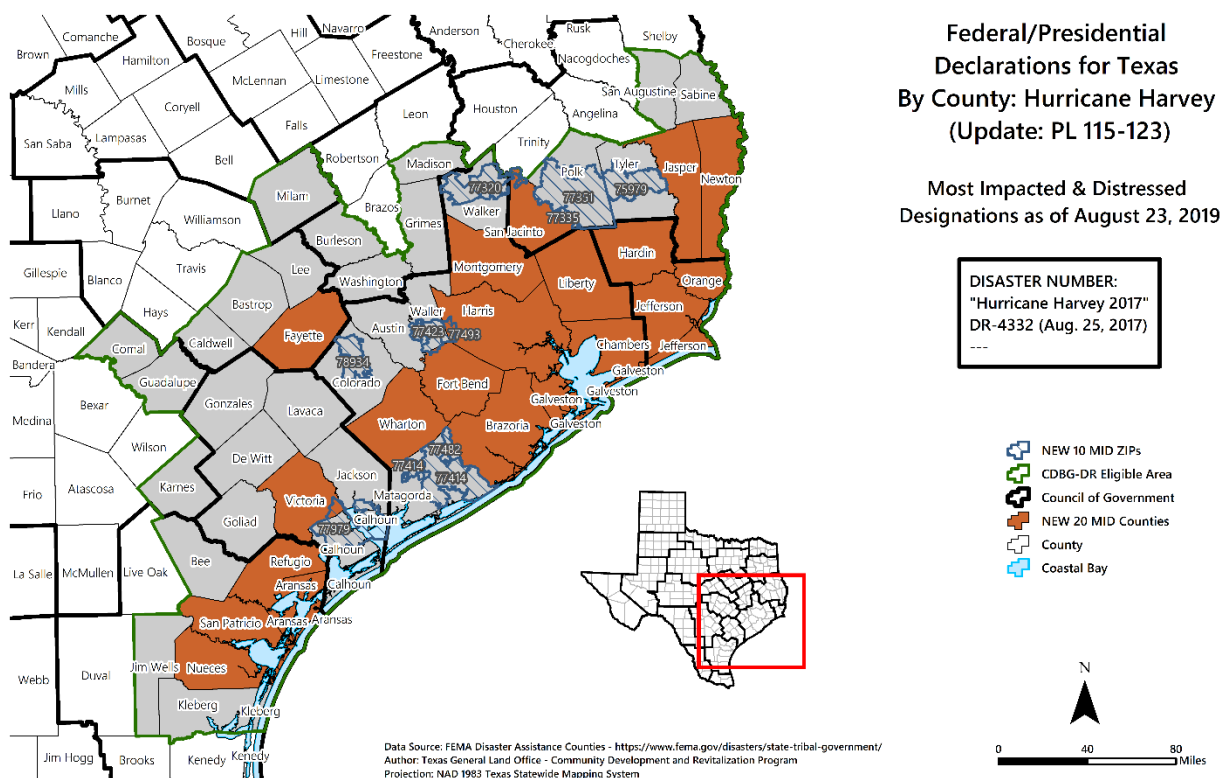
Figure 2-7: Track of Hurricane Harvey.²⁰



¹⁹ “Major Hurricane Harvey—August 25-29, 2017,” Corpus Christi, TX Weather Forecast Office, National Weather Service, NOAA,
http://www.weather.gov/crp/hurricane_harvey

²⁰ Ibid

Figure 2-8: Hurricane Harvey Eligible Counties (UPDATE PL 115-123)



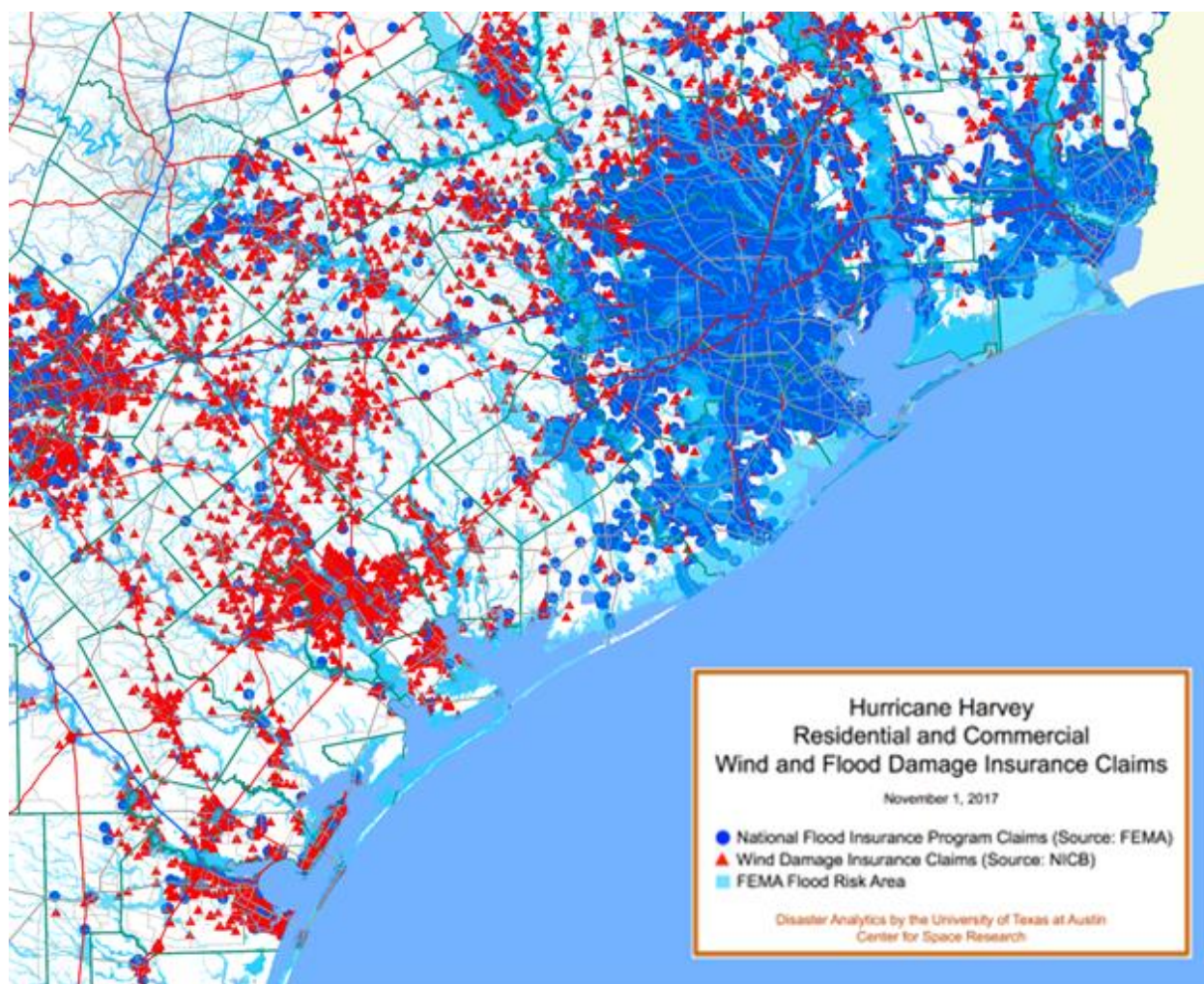
Quick Facts:

- At landfall, Hurricane Harvey was approximately 250 miles in diameter, with an eye 20 miles in diameter.
- Over 560,000 people evacuated in advance of the hurricane.
- Largest rainfall event in U.S. history.
- In Aransas, Nueces, Refugio, and San Patricio Counties, wind forces damaged 40,929 buildings, resulting in \$4.58 billion in damage.
- As the hurricane stalled over the Houston metroplex, approximately one-third of Harris County was completely underwater.

The 49 CDBG-DR eligible counties affected by Hurricane Harvey cover 15 percent or 39,496 square miles of the land area in the state and contain approximately 32 percent of the state's population. The land area affected is roughly the size of the state of Kentucky.²¹ Nearly 9 million Texans live in the affected counties.

The initial landfall caused severe wind damage (demonstrated by the number of windstorm damage insurance claims in red, Figure 3-9). This map also portrays the extent of NFIP claims in the northern section of the coast, where storm rains caused severe flooding in Houston and the surrounding areas. This graphic further demonstrates the two catastrophic characteristics of Hurricane Harvey: (1) hurricane-force winds and (2) a slow-moving storm bringing historic rainfall and flooding.

Figure 2-9: Residential and Commercial Windstorm and Flood Damage Insurance Claims



²¹ "QuickFacts, Kentucky; United States," United States Census Bureau, accessed September 27, 2019, <https://www.census.gov/quickfacts/fact/table/KY,US/LND110210>

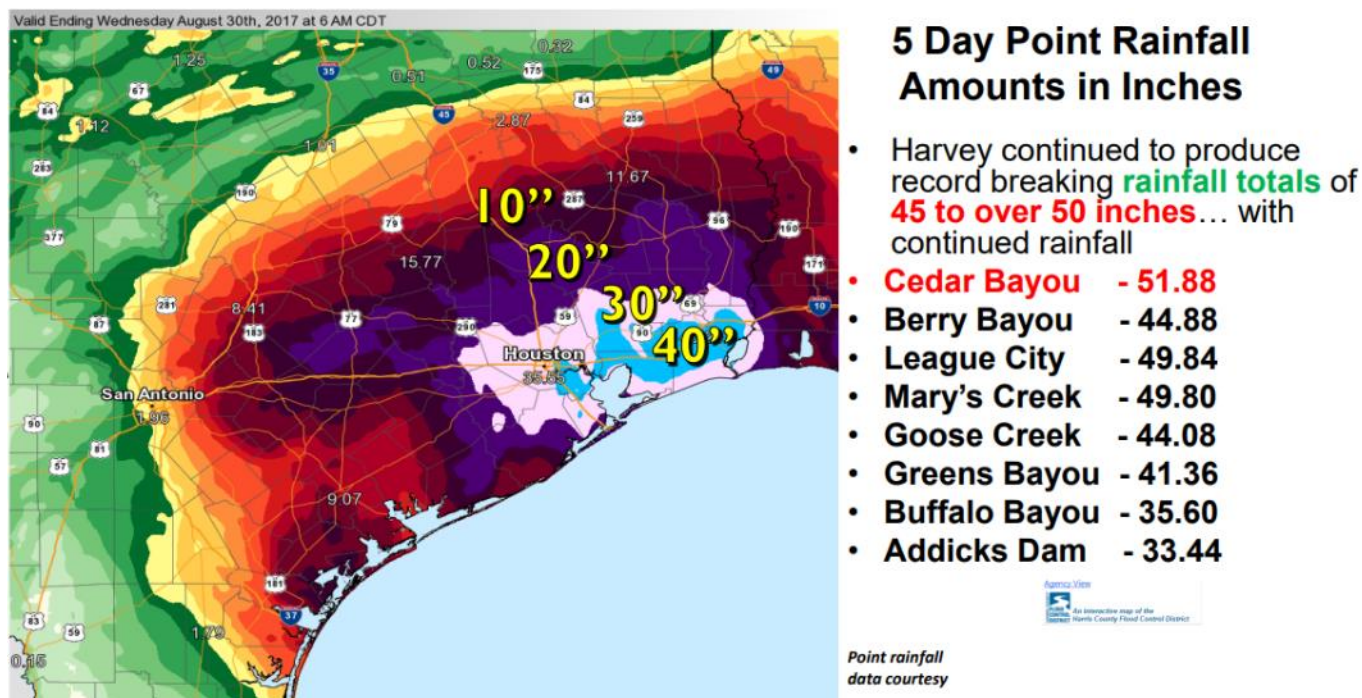
Figure 2-10: Texas Army National Guard and Texas Task Force One, Port Arthur.²²



By the time the rain stopped, Hurricane Harvey had dumped almost a year's worth of rainfall in a matter of days. So much rain fell during the hurricane that the National Weather Service had to update the color charts on their graphics in order to effectively map it (see figure below). Two additional shades of purple were added to represent rainfall totals for 20–30 inches and “greater than 40 inches” ranges.

²² Photograph by Sgt. Steve Johnson, September 1, 2017, <https://www.dvidshub.net/image/3742405/members-texas-army-national-guard-conduct-air-missions-support-operations-hurricane-harvey>

Figure 2-11: National Weather Service's 5-Day Point Rainfall in Inches.²³



According to the Texas Legislative Budget Board April 2019 report, more than 70 state agencies responding to Hurricane Harvey have been fiscally impacted in aggregate over \$3.3 billion. This number does not account for potential significant state public school finance expenses primarily driven by facility damage costs and property value declines. Certain disaster-related costs are statutorily required through the Foundation School Program (FSP), which is the principal vehicle for distributing state aid to school districts to provide educational services. The statutorily required state cost for the 2020–21 biennium totals \$715.1 million alone in increased state aid due to decreased property values during tax year 2018. The total fiscal impact to the state (i.e., actual and estimated) could reach \$6.3 billion, not including education costs.²⁴

²³ “Hurricane Harvey & Its Impacts on Southeast Texas (August 25-29, 2017),” Houston/Galveston, TX Weather Forecast Office, National Weather Service, NOAA, <https://www.weather.gov/hgx/hurricaneharvey>

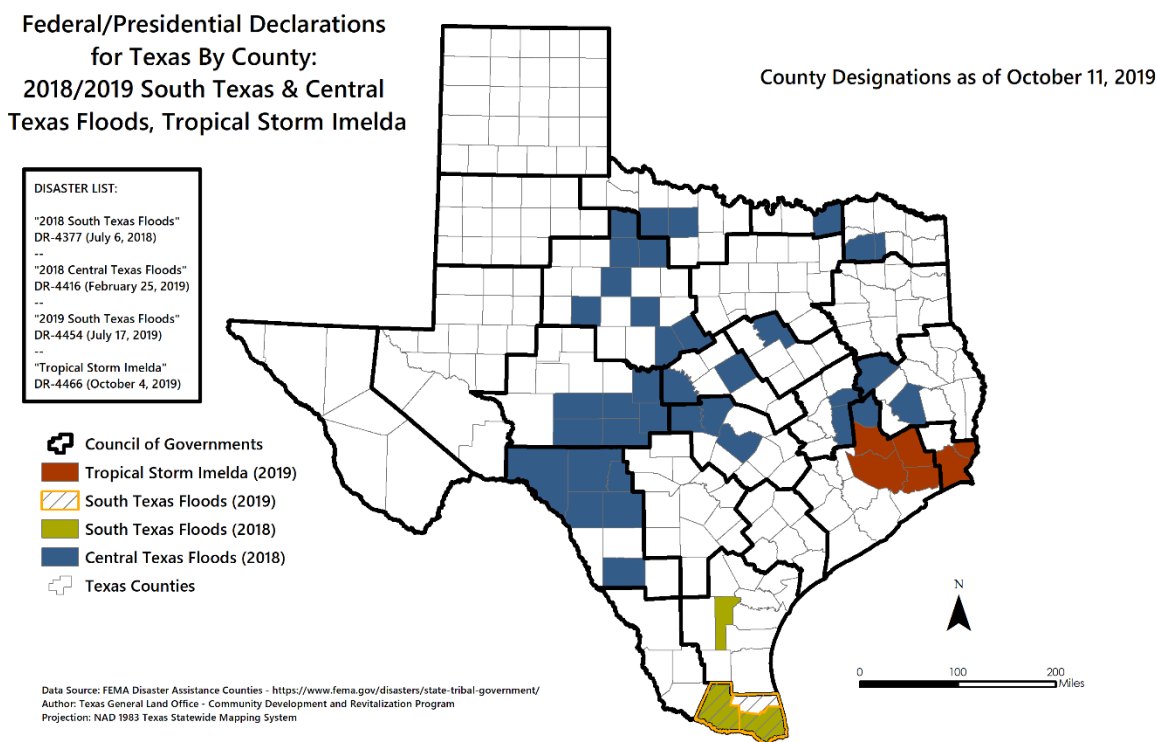
²⁴ “Fiscal Impact of Hurricane Harvey on State Agencies,” Legislative Budget Board Staff Reports, April 2019, http://www.lbb.state.tx.us/documents/publications/staff_report/2019/5097_hurricane_harvey.pdf

2.1.4 2018 & 2019 FLOODS AND TROPICAL STORM

While the CDBG-MIT funds are designated for mitigation needs in the most impacted and distressed communities across the state for the 2015, 2016, and 2017 (Hurricane Harvey) disaster events, additional federal declarations have been made for Texas since 2017. In 2018, there were two federal disaster declarations: severe storms and flooding (DR-4377), which impacted three counties in South Texas; and severe storms and flooding (DR-4416), which was a Public Assistance declaration for a variety of counties in the Hill Country in Central Texas, as well as other counties in Texas.

In 2019, the Lower Rio Grande Valley in South Texas was once again hit with severe weather, resulting in another federal disaster declaration (DR-4454). Tropical Storm Imelda in the late summer of 2019 impacted a large swath of Southeast Texas and left affected community members without homes and infrastructure-- resulting in a federal disaster declaration (DR-4466). This is continued evidence for the need for mitigation measures against floods, hurricanes, tropical storms, and depressions, and other hazards that this Action Plan addresses.

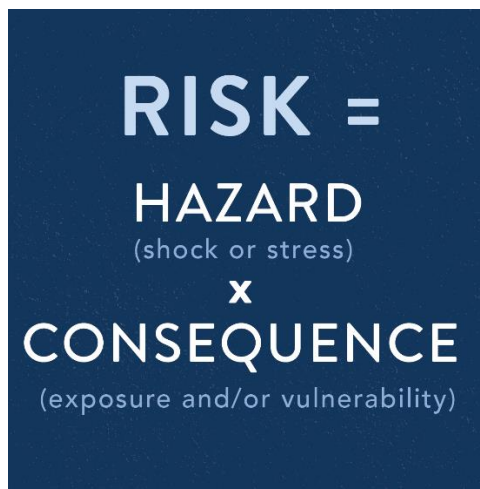
Figure 2-12: 2018 & 2019 Disaster Declared Counties



2.2 CDBG Mitigation

Populations across Texas experience continued risk from a wide variety of hazards. Risk is defined as an individual or community's exposure to danger and can be defined by the formulation of risk equaling the probability of a disruptive event, shock or stress, e.g., a hazard, multiplied by the consequences (exposure and vulnerability) or loss connected to the event occurrence.²⁵ This conceptual definition of risk can be written out as: Risk = Hazard x Consequence.

Figure 2-13: Risk


$$\text{RISK} = \text{HAZARD} \text{ (shock or stress)} \times \text{CONSEQUENCE} \text{ (exposure and/or vulnerability)}$$

Over the past several years, government institutions, private and nonprofit sectors, and academia have evaluated the increased exposure to risk that populations face and are working to identify ways to mitigate against these risks. Traditionally, following a disaster and the immediate response and short-term recovery efforts, congressional appropriations are made to the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant program for long-term disaster recovery (CDBG-DR). These CDBG-DR funds are a mechanism for states and local communities to address their unmet recovery needs arising from events receiving a Presidential disaster declaration. These funds are typically used for infrastructure, housing recovery, and economic development and revitalization.

In response to the threat posed by future hazards and the difficulty that states and communities face in rebuilding following a major disaster, a congressional appropriation specifically targeted towards hazard mitigation was made in 2018. This appropriation was laid out in Public Law (Pub. L.) 115-123 and provided \$28 billion in funding to 2015, 2016, and 2017 CDBG-DR grantees. Congress specified that these funds be used for two purposes: (1) to address unmet needs from

²⁵ "Preliminary Outcome Evaluation: The National Disaster Resilience Competition's Resilience Academies," *Urban Institute, The Rockefeller Foundation*, December 2016, <https://assets.rockefellerfoundation.org/app/uploads/20170302163105/NDRC-Resilience-Academies-Evaluation-Report-2016.pdf>

qualifying 2017 disasters; and (2) to provide funding to grantees from 2015 through 2017 for mitigation activities. When these funds were appropriated, HUD’s CDBG program was identified as the mechanism through which these funds would be allocated to the impacted states and territories. HUD then made grantee allocation determinations and developed the subsequent Federal Register notice, 84 FR 45838 (August 30, 2019), outlining the rules and regulations for this first-ever CDBG mitigation (CDBG-MIT) funding stream.

To understand the shift in focus from HUD’s CDBG-DR program to this new CDBG-MIT program, it is important to define mitigation as it pertains to natural hazards. The Federal Emergency Management Agency (FEMA) defines mitigation as an effort to reduce loss of life and property by lessening the impact of disasters. Similarly, HUD defines mitigation as:

Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. —84 FR 45838 (August 30, 2019)

Figure 2-14: The Aspects of Mitigation








For mitigation to be effective, communities and states must take action before future hazards strike. This is particularly true in a state like Texas that experiences such a wide range of natural hazards. By understanding local risks, communities can identify and invest in long-term interventions that ensure community well-being and safety.

Without these mitigation interventions, safety, financial security, and self-reliance are jeopardized. Effective mitigation efforts can break the cycle of disaster damage by removing people and

property from harm's way and building systems that redirect or lessen the impact of natural hazards, not only saving lives but reducing future expenditures related to recovery. For example, a recently updated study by the National Institute of Building Sciences shows that federally funded mitigation grants, on average, can save a community and nation \$6 in future disaster costs for every \$1 spent on hazard mitigation. Additionally, the report also illustrates that, on average, investments made by local communities and homeowners in hazard mitigation measures that exceed standard building codes can save \$4 for every \$1 spent.²⁶ (See the figure below.)

Figure 2-15: Benefit-Cost Ratio of Mitigation

| National Benefit-Cost Ratio Per Peril <small>*BCR numbers in this study have been rounded</small> | | Federally Funded | Beyond Code Requirements |
|--|--|---------------------|-----------------------------|
| Overall Hazard Benefit-Cost Ratio | | 6:1 | 4:1 |
|  Riverine Flood | | 7:1 | 5:1 |
|  Hurricane Surge | | Too few grants | 7:1 |
|  Wind | | 5:1 | 5:1 |
|  Earthquake | | 3:1 | 4:1 |
|  Wildland-Urban Interface Fire | | 3:1 | 4:1 |

Hazard mitigation is an important investment. Accordingly, the CDBG-MIT program will serve as a large-scale demonstration of the impact and effectiveness of a national hazard mitigation program whose approach is highly adaptable and flexible to help states and local communities begin, or continue, efforts to mitigate against a variety of hazards. The \$4.29 billion directly allocated to the state of Texas as a HUD grantee will prove to be a long-lasting investment that increases the resiliency of communities throughout the state.

The Mitigation Needs Assessment and use of funds outlined in this Action Plan may align and leverage additional state and federal programs such as the National Flood Insurance Program (NFIP), the Hazard Mitigation Grant Program (HMGP), the Pre-Disaster Mitigation (PDM) Program (which will be transforming into the Building Resilient Infrastructure and Communities [BRIC] in 2020), as well as other state and local mitigation efforts.

²⁶ *Natural Hazard Mitigation Saves: 2018 Interim Report*, National Institute of Building Sciences, January 2018, <https://www.nibs.org/page/mitigationsaves>

2.3 Resiliency Solutions and Mitigation Priorities

Recognizing the state's long and well-documented history of flooding, hurricanes, wildfires, and droughts brought recently into sharp focus by the flooding disasters of 2015 and 2016, together with the devastation of Hurricane Harvey, the CDBG-MIT funds will prove invaluable in helping to cover the additional costs of safeguarding housing and community infrastructure investments. Mitigation approaches can greatly reduce the cost of future damages by a ratio of 6:1. The success of this long-term recovery practice was seen firsthand during Hurricane Harvey when CDBG-DR resiliency-enhanced projects withstood Hurricane Harvey's worst effects.

Single family home resiliency solutions are expected to add approximately 10 to 15 percent to the total cost per home; multifamily resiliency solutions add 15 to 20 percent to the total cost per project; and infrastructure resiliency solutions add 15 to 20 percent to the total cost per project. Resiliency solutions are varied and dependent on the respective area's Threat and Hazard Identification and Risk Assessment.

Single family home resiliency solutions may include elevating the first floor of habitable area; breakaway ground floor walls; reinforced roofs; storm shutters; use of ENERGY STAR appliances and fixtures; and mold and mildew resistant products. Multifamily resiliency solutions include elevation; retention basins; fire-safe landscaping; firewalls; and landscaped floodwalls.

Buyout programs support hazard mitigation, floodplain management goals, and resiliency by removing homeowners from the floodplain, thus eliminating vulnerability to future flooding situations. After homes are purchased, the structures are demolished or relocated. The land reverts to a natural floodplain, converts into a retention area, is retained as green space for recreational purposes, or becomes a component of ecosystem restoration or wetlands management practices. The buyout option serves multiple objectives and provides a resiliency option versus rebuilding within a floodplain, helping to prevent repetitive loss and extreme risk to human health and safety. Additionally, buyouts conducted in a timely manner prevent homeowners from making repairs and investing funds in properties that they then may not want to sell.

In the case of infrastructure resiliency solutions, improvements may include:

- i. Elevating critical systems, facilities, and roadways above base flood elevation;
- ii. Installing backup power generators for critical systems (water, sewer, etc.);
- iii. Avoiding an increase in impervious cover by keeping projects in their original footprint and encouraging the use of building practices that allow for more pervious coverage;
- iv. Incorporation of natural or green infrastructure strategies, such as wetland or land barriers, or mimicking such systems, e.g., using permeable pavements and amended soils to improve infiltration and pollutant removal;

- v. Replanting with only native vegetation to preserve the natural environment;
- vi. Stormwater management including installing retention basins, larger culverts and debris guards, and erosion control solutions;
- vii. Backup communication systems; and
- viii. Supporting local community efforts to (1) enhance building codes and Land Use Plans, (2) participate in multi-jurisdiction hazard mitigation plans to qualify for HMGP funds, and (3) participation in the NFIP.

2.4 Assessment of Vulnerable Populations

In directing resources for long term resiliency and mitigation it is imperative to consider how those resources may serve vulnerable populations such as minorities and low-income individuals, and households who have historically been discriminated and marginalized by housing policies, lack of public investment, or forced to move to areas with access to fewer resources due to lack of affordable housing units. This assessment of vulnerable populations draws on data gathered from a wide range of data sets from the U.S. Census Bureau's American Community Survey from 2017, as well as data provided by the 2019 State of Texas Analysis of Impediments to Fair Housing Choice.

The GLO strives to ensure that funds for disaster recovery and hazard mitigation benefit vulnerable populations. To that end the GLO will spend a minimum of 50 percent of grant funds in LMI areas or on LMI households. In addition, an analysis of social vulnerability was conducted for the 140 eligible mitigation counties which will be used as scoring criteria along with LMI for programs constituting the majority of the mitigation funds. The social vulnerability index (SoVI) encompasses many of the factors described in the in the assessment of vulnerable populations and is described in greater detail in section 2.6.

Quick Facts:

- The 140 CDBG-MIT eligible counties impacted by the 2015 Floods, 2016 Floods, and Hurricane Harvey cover 48.5 percent, or 130,279 square miles of the state.
- These counties contain approximately 77.4 percent of the state's population, accounting for just over 21 million Texans.
- Since 2010, these counties have seen a 9 percent population increase totaling 1.8 million people.

Of the approximately 8.3 million housing units located in eligible counties, 54.8 percent are owner-occupied units, close to the statewide rate of 55.1 percent. The estimated median owner-occupied



housing unit value and median household income are both lower in the eligible counties than the state as a whole. Median value of owner-occupied housing units in the eligible counties is \$116,388—roughly \$35,000 less than the statewide median value of \$151,500. Median household income in the eligible counties is \$50,014—approximately \$7,000 less than the statewide average of \$57,051. The poverty rate is nearly identical—16 percent—between the state and eligible counties.

The demographic differences between the state and eligible areas are minimal. The largest divergence is within the Hispanic or Latino population, which is currently at 38.9 percent for the state and 35.8 for the eligible area. Slight differences also exist among the percentage of African-Americans—12 percent for the state, 13.5 percent for the eligible area—and White, Non-Hispanic or Latino, where the state rate is 42.9 percent and the eligible area is 44.3 percent. The minority population as a whole in all 140 eligible counties is approximately 55.7 percent—less than two percentage points lower than the statewide rate.

In the 140 eligible counties, the elderly account for 11.6 percent, while disabled persons under the age of 65 account for 6.7 percent of the population. These numbers are in line with state averages. The table below contains the full demographic profile for the state and eligible areas.

Table 2-1: Demographic Statistics for Texas and the 140 CDBG-MIT Eligible Counties, 2017 American Communities Survey

| | Texas | 140 CDBG-MIT Eligible Counties | |
|--|------------|--------------------------------|------------------------------|
| Fact | Estimates | Estimates | Percent of Area |
| Population estimates | 27,419,612 | 21,216,942 | 77.4% of Texas Population |
| Population, percent change – 2010–2017 | 12.78% | 9% | |
| Persons under 5 years, percent | 7.23% | 1,540,166 | 7.3% of Eligible Population |
| Persons under 18 years, percent | 26.31% | 2,349,074 | 11.1% of Eligible Population |
| Persons 65 years and over, percent | 11.73% | 2,470,171 | 11.6% of Eligible Population |
| White alone, percent | 74.62% | 15,501,777 | 73.1% |
| Black or African American alone, percent | 11.99% | 2,856,236 | 13.5% |
| American Indian and Alaska Native alone, percent | 0.48% | 92,874 | 0.4% |

| | Texas | 140 CDBG-MIT Eligible Counties | |
|---|------------|--------------------------------|-----------------------------|
| Fact | Estimates | Estimates | Percent of Area |
| Asian alone, percent | 4.51% | 1,014,014 | 4.8% |
| Native Hawaiian and other Pacific Islander alone, percent | 0.09% | 15,762 | 0.1% |
| Two or more races, percent | 2.56% | 528,328 | 2.5% |
| Hispanic or Latino, percent | 38.93% | 7,590,578 | 35.8% |
| White alone, not Hispanic or Latino, percent | 42.87% | 9,395,007 | 44.3% |
| Housing units | 10,932,870 | 8,263,936 | |
| Owner-occupied housing unit rate | 55.14% | 4,529,994 | 54.8% of Housing Units |
| Median value of owner-occupied housing units | \$151,500 | \$116,388 | |
| Median gross rent | \$952 | \$765 | |
| With a disability, under age 65 years, percent | 6.96% | 1,426,209 | 6.7% of Eligible Population |
| Median household income (in 2017 dollars) | \$57,051 | \$50,014 | |
| Persons in poverty, percent | 16.00% | 16.08% | |
| Households with Limited English Proficiency | 743,837 | 559,602 | 7.68% |
| Land area in square miles | 268,596 | 130,279 | 48.5% of Texas |

2.4.1 STATE ANALYSIS OF IMPEDIMENTS

In order to provide a broader picture of vulnerable populations within the state of Texas, select tables have been borrowed from the 2019 State of Texas Analysis of Impediments to Fair Housing Choice prepared by the Texas Department of Housing and Community Affairs (TDHCA).²⁷ These tables represent data for the entire state of Texas.

Poverty

²⁷ <https://www.tdhca.state.tx.us/fair-housing/docs/19-AI-Final.pdf>

Since 2000, the percentage of census tracts experiencing concentrated poverty has remained relatively steady, though with the overall growth in the population of Texas there has been a concomitant rise in the number of individuals living in poverty. In 2000, there were 220 census tracts in Texas where the poverty rate was 40 percent or higher, representing 5 percent of all census tracts, and roughly 2 percent of the population. In 2017, the number of census tracts with a poverty rate over 40 percent was 292, representing 5.6 percent of all census tracts, and accounting for 573,759 individuals and 2 percent of the total population.

Table 2-2: Census Tracts by Poverty Rate, State of Texas

| Year | 0-19.9% Poverty Rate | 20-39.9% Poverty Rate | 40% or more Poverty Rate | Total |
|------------|-------------------------|--------------------------|-----------------------------|-------|
| 2000 | 3,035 | 1,113 | 220 | 4,368 |
| % of Total | 69.5% | 25.5% | 5.0% | - |
| 2017 | 3,408 | 1,518 | 292 | 5,218 |
| % of Total | 65.3% | 29.1% | 5.6% | - |

Overall, 16.7% of all Texans live in poverty; however, higher poverty rates are seen disproportionately in different subsets of the population. Almost one quarter of minors live in poverty (26.1% for children under 5, and 23.9% for children under 18). Individuals with a disability also experience poverty at a higher rate (21.8%) than the general population. Among minorities, poverty is highest for persons of Hispanic or Latino origin (24.2%) and Black or African American race (22.6%).

Table 2-3: Poverty Status for Population for Whom Poverty Status Can Be Determined, Texas, 2012 to 2016

| | Total | Individuals In Poverty | Poverty Rate |
|------------------------------------|------------|---------------------------|--------------|
| State of Texas | 26,334,005 | 4,397,307 | 16.70% |
| Poverty By Age | | | |
| Children under 5 | 1,946,154 | 508,487 | 26.10% |
| Children under 18 | 7,048,643 | 1,685,859 | 23.90% |
| Seniors (65 and older) | 3,008,037 | 326,261 | 10.80% |
| Poverty by Race/Ethnicity | | | |
| American Indian and Alaskan Native | 124,076 | 26,264 | 21.20% |
| Asian | 1,160,922 | 129,228 | 11.10% |



| | | | |
|--|------------|-----------|--------|
| Black or African American | 3,081,576 | 697,386 | 22.60% |
| Native Hawaiian and Other Pacific Islander | 21,661 | 3,024 | 14.00% |
| White | 19,756,685 | 3,054,970 | 15.50% |
| Some other race | 1,533,580 | 373,974 | 24.40% |
| Two or more races | 655,505 | 112,461 | 17.20% |
| Hispanic or Latino Origin (of any race) | 10,218,274 | 2,468,927 | 24.20% |
| Poverty by Disability Status | | | |
| Total Population with a Disability | 3,072,974 | 669,908 | 21.80% |
| Population Under 5 years with a Disability | 14,422 | 3,642 | 25.30% |
| Population 65 and over with a Disability | 1,261,270 | 172,528 | 13.70% |
| In Family Households | 22,683,337 | 3,511,723 | 15.50% |

Disability

In the state of Texas there are 1.6 million persons aged 18-64 years with a disability, accounting for 9.8% of that age group. Just over one quarter of a million children aged 5-17 years have a disability in Texas, representing 5.5% of that age group. Among those persons 65 and older, 1.2 million persons have a disability, which is 39.1% of that age group.

Table 2-4: Persons with Disabilities as a Percentage of Total Population in Texas, 2012 to 2016

| | Population with a Disability | Total Non-Institutionalized Population | Percent of Non-Institutionalized Population with a Disability |
|-------------------|------------------------------|--|---|
| Under 5 Years | 16,387 | 1,970,499 | 0.80% |
| 5 to 17 Years | 281,123 | 5,151,301 | 5.50% |
| 18 to 64 Years | 1,608,392 | 16,349,031 | 9.80% |
| 65 Years and Over | 1,177,239 | 3,008,037 | 39.10% |
| Total | 3,083,141 | 26,478,868 | 11.60% |

Homeless

According to the 2017 Point-in-Time count compiled by HUD of sheltered and unsheltered persons experiencing homelessness, there are 23,548 homeless persons in Texas. Texas is one of five states that together accounted for half of the nation's population experiencing homelessness in 2017 with 4% of the national total in Texas. Between 2016 and 2017, Texas saw the fifth largest percentage increase (1.8%) of all states. However, between 2007 and 2017, Texas saw the largest percentage

decrease (40.8%) in the number of people experiencing homelessness compared to other states. Figure 2-17 shows the breakdown of homeless subpopulations including the chronically homeless, those with severe mental illness, those with chronic substance abuse issues, veterans, persons with HIV/AIDS, and survivors of domestic violence.

Table 2-5: Homeless Populations, Texas, 2017

| Homeless Subpopulations | Sheltered | Unsheltered | Total |
|--------------------------------|-----------|-------------|-------|
| Chronically Homeless | 1,481 | 2,230 | 3,711 |
| Severely Mentally Ill | 2,562 | 2,571 | 5,133 |
| Chronic Substance Use Issues | 1,969 | 2,404 | 4,373 |
| Veterans | 1,379 | 821 | 2,200 |
| Persons with HIV/AIDS | 166 | 176 | 342 |
| Survivors of Domestic Violence | 2,593 | 1,175 | 3,768 |

Persons Living with HIV/AIDS and Their Families

Because of increased medical costs, the loss of the ability to work and earn income, or stigma, people with HIV/AIDS may be at risk of losing their housing arrangements. Although the number of Texans living with HIV rises each year, Texas has seen a steep decline in the number of deaths among persons with HIV. As reported by the Texas Department of State Health Services, there were 82,745 Texans living with a diagnosed HIV infection at the end of 2015 and 86,669 Texans living with a diagnosed HIV infection at the end of 2016. Persons living with HIV/AIDS may be considered disabled if the disease substantially limits at least one major life activity, the person has a record of an impairment, or is regarded as having an impairment.²⁸

Table 2-6: Persons Living with HIV in Texas, 2016

| State | Persons with HIV-Rural ¹⁷ | Persons with HIV-Urban | Total Persons with HIV ¹⁸ | 2012-2016 Total Population | Percent of Persons with HIV to Statewide Population |
|-------|--------------------------------------|------------------------|--------------------------------------|----------------------------|---|
| Total | 3,922 | 78,550 | 86,669 | 26,956,435 | 0.33% |

²⁸ Texas Department of State Health Services. (2017, July 25). Texas HIV surveillance report: 2016 Annual Report <https://www.dshs.state.tx.us/hivstd/reports/>

Veterans

According to the 2011-2015 American Community Survey, in 2015, there were 1,539,655 Veterans in Texas, which is 7.9% of the Texas population over the age of 18. During the 2017 Point-in-Time count, 9.3% of the adult population experiencing homelessness identified as Veterans. On a single night in 2017, there were 40,056 Veterans experiencing homelessness in the United States, and nearly all (98%) were homeless in households without children (as individuals). Between 2016 and 2017, homelessness among Veterans increased by 1.5% nationwide. Texas had the third largest percentage increase in homeless Veterans from 2016 to 2017 at 24%. Figure 2-27 highlights the clear demographic differences between veterans and non-veterans. Texas veterans are significantly more likely to be male, White, Non-Hispanic, and have a disability.²⁹

Table 2-7: Demographics of Texas Veterans, 2012-2016

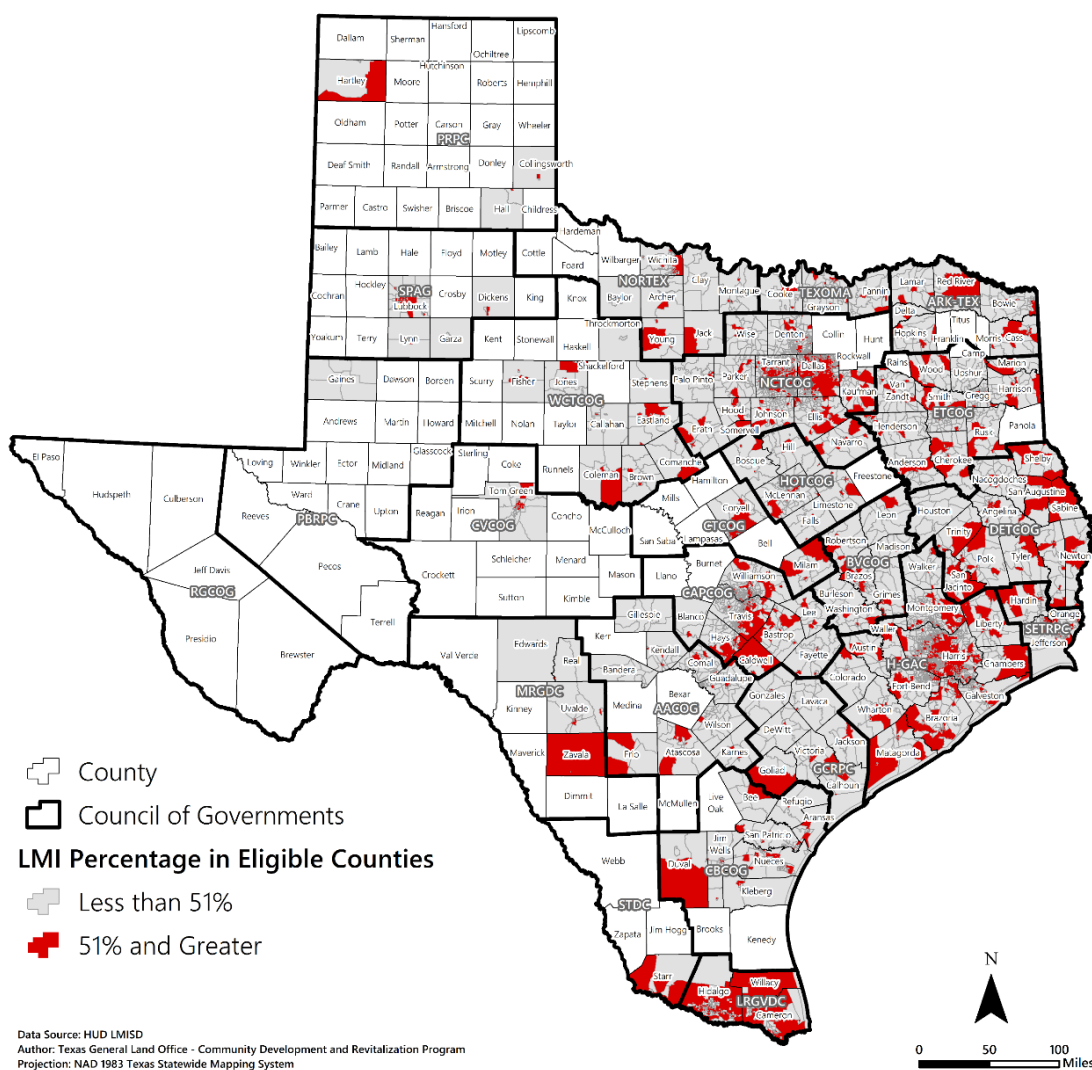
| | Total | % of Total | Veterans | % of Veterans | Non-Veterans | % of Non-Veterans |
|---|------------|------------|-----------|---------------|--------------|-------------------|
| Population 18 and Over | 19,731,218 | | 1,513,294 | | 18217924 | |
| Male | 9,660,820 | 49.0% | 1,364,615 | 90.2% | 8,296,205 | 45.5% |
| Female | 10,070,398 | 51.0% | 148,679 | 9.8% | 9,921,719 | 54.5% |
| White Alone | 14,940,554 | 75.7% | 1,223,023 | 80.8% | 13,717,531 | 75.3% |
| Black or African American Alone | 2,342,833 | 11.9% | 201,817 | 13.3% | 2,141,016 | 11.8% |
| Asian Alone | 896,890 | 4.5% | 14,171 | 0.9% | 882,719 | 4.8% |
| American Indian or Alaskan Native | 94,241 | 0.5% | 8,746 | 0.6% | 85,495 | 0.5% |
| Native Hawaiian or Other Pacific Islander | 15,621 | 0.1% | 2,329 | 0.2% | 13,292 | 0.1% |
| Some other Race | 1,085,721 | 5.5% | 34,011 | 2.2% | 105,710 | 0.6% |
| Two or More Races | 355,358 | 1.8% | 29,197 | 1.9% | 326,161 | 1.8% |
| Hispanic or Latino | 6,894,250 | 34.9% | 267,761 | 17.7% | 6,626,489 | 36.4% |
| White, non-Hispanic | 9,334,627 | 47.3% | 1,001,970 | 66.2% | 8,332,657 | 45.7% |
| Disabled | 2,779,773 | 14.1% | 415,799 | 27.5% | 2,363,974 | 13.0% |

²⁹ U.S. Department of Housing and Urban Development. (2017, December). The 2017 Annual Homeless Assessment Report (AHAR) to Congress. <https://www.hudexchange.info/resources/documents/2017-AHAR-Part-1.pdf>.

2.5 Low- and Moderate-Income Analysis

Of the 11,861 block groups within the 140 eligible counties, 5,072—representing approximately 43 percent—qualify as low and moderate income (LMI). The percentage of LMI individuals throughout the eligible counties is similar, at roughly 45 percent. The figure below identifies census block groups that have an LMI population of 51 percent or more for the 140 eligible counties using HUD’s 2019 LMI Summary Data (LMISD) for the state of Texas.³⁰

Figure 2-16: Percentage of LMI Population by Block Group



³⁰ “FY 2019 LMISD by State—All Block Groups, based on 2011-2015 American Community Survey,” HUD Exchange, accessed September 27, 2019, <https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-block-groups-places/>

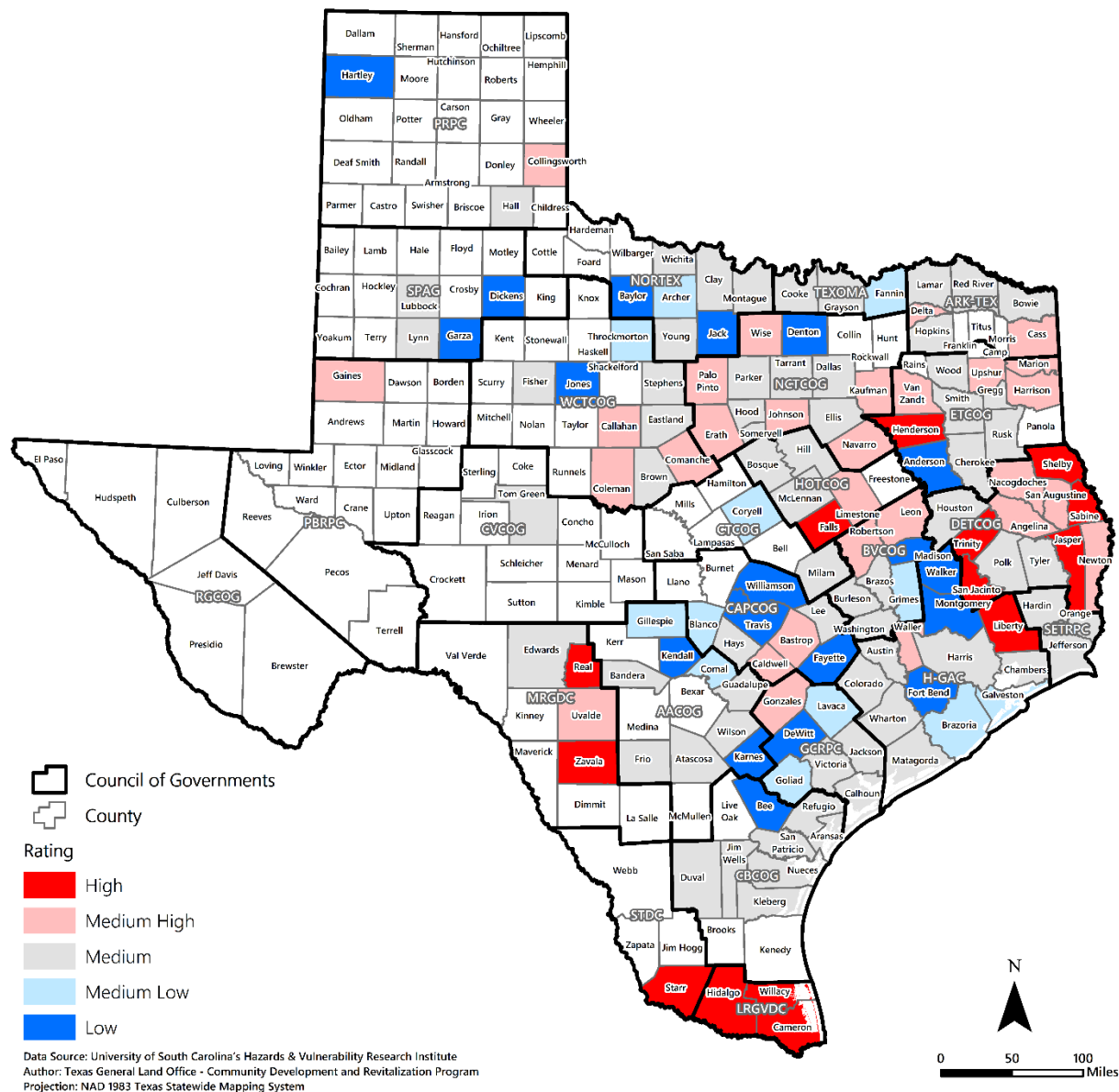
2.6 Social Vulnerability Index

The Social Vulnerability Index (SoVI) measures the social vulnerability of counties across the United States — in particular, their vulnerability to environmental hazards. This index, developed by the University of South Carolina’s Hazards & Vulnerability Research Institute, synthesizes 29 socioeconomic variables which contribute to reduction in a community’s ability to prepare for, respond to, and recover from hazards. SoVI is a comparative metric that facilitates the examination of the differences in vulnerability among counties. It is a valuable tool because it graphically illustrates the geographic variation in social vulnerability, which in turn contributes greatly to response and recovery capabilities. SoVI shows where there is uneven capacity for disaster preparedness and response, and where resources might be used most effectively to reduce pre-existing vulnerability. The data sources for the development of SoVI come primarily from the United States Census Bureau. The SoVI data combines the best available data from both the 2010 U.S. Decennial Census and 5-year estimates from the American Community Survey (ACS). The below map demonstrates the SoVI for the 140 CDBG-MIT eligible counties in Texas.

The SoVI details above are further explained by some of the characteristics at the individual level that affect vulnerability. One of these characteristics is that of Socioeconomic Status which affects the ability of a community to absorb losses and be resilient to hazard impacts. This is due to the idea that wealth enables communities to absorb and recover from losses using insurance, social safety nets, and entitlement programs. Other factors used in SoVI relate to gender as well as race and ethnicity being that these factors impose language and cultural barriers and affect access to post-disaster funding. Additional factors used in SoVI are special-needs populations, social dependence (i.e., people who are totally dependent on social services for survival), education, family structure, occupation, and other demographic characteristics that help to define social vulnerability for communities and individuals.

Effectively addressing social vulnerability decreases both human suffering and the economic loss related to providing social services and public assistance after a disaster.

Figure 2-17: Social Vulnerability Index for CDBG-MIT Eligible Counties



**Table 2-8: SoVI Factors³¹**

| VARIABLE | DESCRIPTION | SOCIAL VULNERABILITY CONCEPT |
|-----------------|--|-------------------------------------|
| QCVLUN | Percent Civilian Unemployment | Employment Structure |
| QEXTRCT | Percent Employment in Extractive Industries | Employment Structure |
| QSERV | Percent Employment in Service Industry | Employment Structure |
| QFEMPLBR | Percent Female Participation in Labor Force | Employment Structure |
| QRENTER | Percent Renters | Housing |
| QMOHO | Percent Mobile Homes | Housing |
| QUNOCCHU | Percent Unoccupied Housing Units | Housing |
| QAGEDEP | Percent Population under 5 years or 65 and over | Population structure |
| QFAM | Percent of Children Living in 2-parent families | Population structure |
| MEDAGE | Median Age | Population structure |
| QFEMALE | Percent Female | Population structure |
| QFHH | Percent Female Headed Households | Population structure |
| PPUNIT | People per Unit | Population structure |
| QASIAN | Percent Asian | Race/Ethnicity |
| QBLACK | Percent Black | Race/Ethnicity |
| QSPANISH | Percent Hispanic | Race/Ethnicity |
| QINDIAN | Percent Native American | Race/Ethnicity |
| QPOVTY | Percent Poverty | Socioeconomic Status |
| QRICH | Percent Households Earning over \$200,000 annually | Socioeconomic Status |
| PERCAP | Per Capita Income | Socioeconomic Status |
| QED12LES | Percent with Less than 12 th Grade Education | Socioeconomic Status |
| MDHSEVAL | Median Housing Value | Socioeconomic Status |
| MDGRENT | Median Gross Rent | Socioeconomic Status |
| QRENTBURDEN | % of households spending more than 40% of their income on housing expenses | Socioeconomic Status |
| QSSBEN | Percent Households Receiving Social Security Benefits | Special Needs |

³¹ Susan L. Cutter and Christopher T. Emrich, “Social Vulnerability Index (SoVI®): Methodology and Limitations,” <https://nationalriskindex-test.fema.gov/Content/StaticDocuments/PDF/SoVI%20Primer.pdf>

| VARIABLE | DESCRIPTION | SOCIAL VULNERABILITY CONCEPT |
|----------|--|------------------------------|
| QESL | Percent Speaking English as a Second Language with Limited English Proficiency | Special Needs |
| QNRRES | Nursing Home Residents Per Capita | Special Needs |
| QNOHLTH | Percent of population without health insurance | Special Needs |
| QNOAUTO | Percent of Housing Units with No Car | Special Needs |

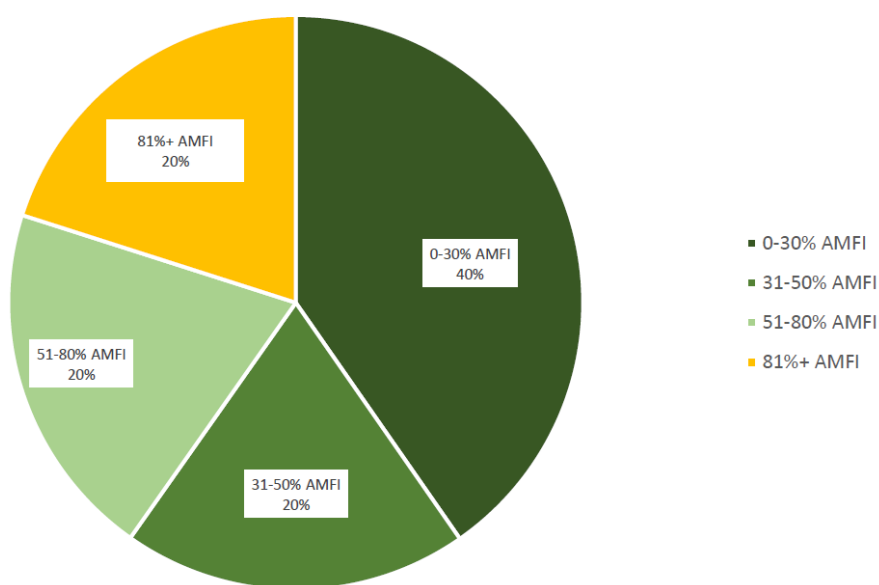
2.7 Promoting Affordable Housing

The GLO's Hurricane Harvey Homeowner Assistance Program has reached the hardest hit, low and moderate income, vulnerable, and historically hard-to-reach families and individuals.

HUD required at least 70% of all program funds to benefit low- to moderate-income families. As of January 29, 2020, 80% of the State-run HAP funds has been award to low- to moderate-income families and individuals to rehabilitate or reconstruct their Hurricane Harvey damage homes. Over 2,200 HAP applicants have been approved for construction, home is under construction, or home has been completed as of January 2020.

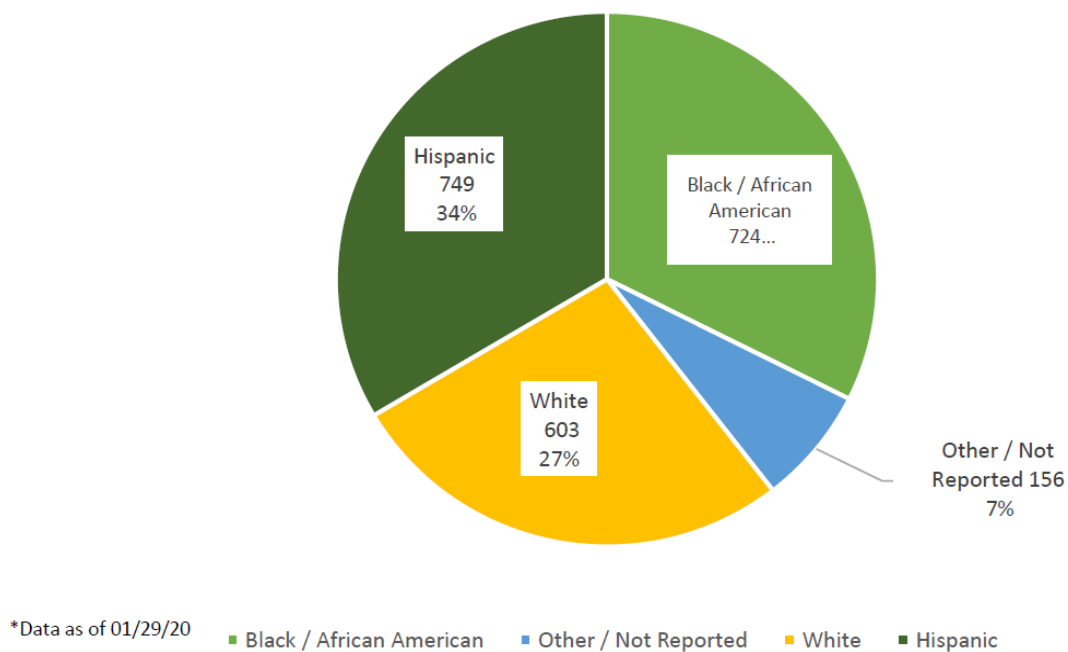
The charts below represent income, demographic, and household data for the State-run Hurricane Harvey Homeowner Assistance Program.

Figure 2-18: Income Levels for Approved HAP Applicants



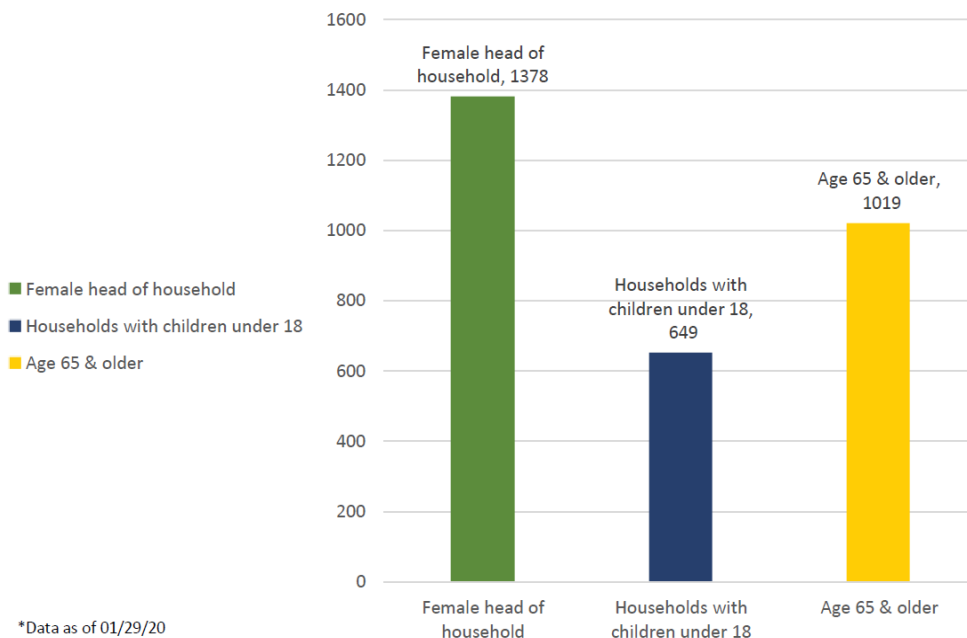
*Data as of 01/29/20

Figure 2-19: Race/Ethnicity of Approved HAP Applicants



The individuals represented in the chart below may overlap and fall into more than one category

Figure 2-20: Household Characteristics of Approved HAP Applicants





Through the Hurricane Harvey CDBG-DR allocations, the state of Texas has allocated over \$1.1 billion for affordable rental projects. The State-run affordable rental program has been designed to provide funds for rehabilitation, reconstruction, and new construction of public housing and affordable multi-family housing projects in areas impacted by Hurricane Harvey. Both Harris County and the City of Houston are implementing their own affordable rental programs.

An additional \$135 million will be allocated to the State' affordable rental program through an amendment to the Hurricane Harvey State of Texas Plan for Disaster Recovery.

In December 2019 the rehabilitation of Senior Citizens Y-House in Beaumont, a 40-unit property located in the historic YMCA building was completed. The development is dedicated to serving 100% low income, elderly residents, and provides ADA-accessible accommodations, an open-air courtyard, and on-site food pantry. As part of the rehabilitation the building has been insulated and waterproof sealed inside and out. In addition, a new tile roof that meets the historic district guidelines was installed to maintain its integrity in high winds.

The following table illustrates the number of rental units approved for rehabilitation, reconstruction, and new construction as of February 2020.

Table 2-9: Hurricane Harvey Affordable Rental Programs

| CDBG-DR Action Plan | Low Income Units | Market Rate Units | Total Units | %LMI | Amount |
|---|------------------|-------------------|--------------|--------------|------------------------|
| Hurricane Harvey (\$57.8 Million) | 210 | 0 | 210 | 100% | \$10,866,400 |
| Hurricane Harvey (\$5.6 Billion): State Program | 3,840 | 960 | 4,801 | 80% | \$487,675,000 |
| Hurricane Harvey (\$5.6 Billion): Harris County Program | 740 | 86 | 826 | 89.6% | \$224,500,000 |
| Hurricane Harvey (\$5.6 Billion): City of Houston Program | N/A | N/A | N/A | N/A | \$416,736,754 |
| Total | 4,790 | 1,046 | 5,647 | 84.8% | \$1,139,778,154 |

2.8 State Risks and Hazards Assessment

The following sections identify and analyze all significant current and future disaster risks and impacts in the State of Texas Hazard Mitigation Plan (SHMP) and provide a substantive basis for the activities described in the Action Plan. The SHMP is a FEMA-approved plan authored and maintained by the Texas Division of Emergency Management (TDEM); it is the starting point for this State Risks and Hazards Assessment (the RHA) to identify Texas' hazards. In addition to utilizing the SHMP, a variety of other data sources identified the hazards, risks, and impacts discussed throughout this RHA.

This RHA quantitatively evaluates the potential significant impacts and risks of the identified hazards that affect the following seven critical service areas (also known as FEMA's Community Lifelines):

- Safety and Security
- Communications
- Food, Water, Sheltering
- Transportation
- Health and Medical
- Hazardous Material (Management)
- Energy (Power & Fuel)

The proposed programs in the Action Plan work to ensure that these critical lifeline areas are made more resilient and are able to (1) reliably function during and after future disasters; (2) reduce the risk of loss of life, injury, and property damage; and (3) accelerate recovery following a disaster. Forecasted information gleaned from the SHMP is also presented for each hazard and pertains to potential property loss (in dollars), potential crop loss (in dollars), potential fatalities, and potential injuries.

This RHA articulates the top two hazards impacting Texas:

- Severe coastal and riverine flooding
- Hurricanes, tropical storms, and depressions

2.8.1 STATE OF TEXAS HAZARD MITIGATION PLAN 2018

FEMA requires states, tribes, and local governments to adopt and update their hazard mitigation plans every 5 years as a condition for receiving certain types of federal funding—including mitigation funding. The current SHMP, authored and regularly updated by TDEM, is the latest iteration to meet this requirement. The SHMP details 18 natural hazards that impact Texas.

Table 2-10: Top Natural Hazards in Texas

| Hazards in Texas |
|--|
| Severe Coastal Flooding |
| Hurricanes, Tropical Storms, and Depressions |
| Drought |
| Hailstorms |
| Riverine Flooding |
| Tornadoes |
| Wildfire |
| Severe Winds |
| Winter Weather |
| Lightning |
| Extreme Cold |
| Extreme Heat |
| Coastal Erosion |
| Inland Erosion |
| Land Subsidence |
| Earthquakes |

The SHMP provides an overview of each hazard together with its respective impacts on the state over time. The SHMP then ranks Texas hazards by the severity of the potential impact on the state. The top three natural hazards Texas faces in terms of economic impact are (1) severe coastal flooding; (2) hurricanes, tropical storms, and depressions; and (3) drought.

This RHA addresses each of the 18 natural hazards and their associated risks referenced in the SHMP while citing additional sources to quantify each hazard’s risks and impacts affecting FEMA’s seven community lifelines.



From 2018 to 2023 according to the Community Hazard Analysis and Mitigation Planning Support (CHAMPS) 2017 report the following natural hazards are projected to be of greatest economic threat to Texans.

Table 2-11: Top Natural Hazards Economic Impacts

| Hazard Impact Forecasts (2019-2023) | | |
|--|-------------------------|------------------------|
| Hazard | Property Losses | Crop Losses |
| Severe Coastal Flooding | \$5,612,798,835 | |
| Hurricane/Tropical Storm/Depressions | \$5,505,055,604 | \$1,830,531 |
| Drought | \$371,964,411 | \$3,486,150,916 |
| Hail | \$2,521,001,724 | \$166,637,326 |
| Riverine Flooding | \$1,258,592,107 | \$247,575,854 |
| Tornado | \$560,692,305 | \$23,115,327 |
| Wildfire | \$330,190,566 | \$89,490,775 |
| Severe Winds | \$338,496,656 | \$30,697,559 |
| Winter Weather | \$100,081,159 | \$3,572,851 |
| Lightning | \$17,560,332 | \$269 |
| Cold | \$2,972,052 | \$514,705 |
| Heat | \$78,232 | \$155,212 |
| Total | \$16,619,483,984 | \$4,049,741,325 |

Source: Texas Geographic Society, CHAMPS'17

2.8.2 FEMA COMMUNITY LIFELINES

FEMA cites a total of seven community lifelines that enable the continuous operation of government and critical business during a disaster: (1) Safety and Security, (2) Communications (3) Food, Water and Sheltering, (4) Transportation, (5) Health and Medical, (6) Hazardous Materials and (7) Energy. Together these lifelines provide a framework for communities to prioritize and review critical services during a disaster. According to FEMA, community lifelines are designed to highlight priority response areas, enhance community-wide situational awareness, and strengthen coordination efforts among responders during a disaster.

FEMA's community lifelines provide a framework for this RHA to discuss risks and impacts of Texas hazards. By describing lessons learned from past disasters in Texas through the frame of community lifelines, this RHA aims to ensure that CDBG-MIT funds go towards programs and activities that reduce the risk of loss of life, injury, and property damage, as well as accelerate recovery following a disaster.

Each lifeline is comprised of multiple components that can change based on a particular situation and hazard; these variable components reflect how each hazard uniquely affects the community. For instance, flooding and hurricanes strike quickly and need a variety of different types of first responders in a short amount of time, whereas a hazard like coastal erosion has the potential to occur over a long period of time and therefore the prioritization of first responders is not warranted.

Table 2-12: FEMA Community Lifelines and Components

| I. Safety and Security | II. Communications | III. Food, Water, Sheltering | IV. Transportation | V. Health and Medical | VI. Hazardous Material | VII. Energy |
|------------------------|--|------------------------------|--------------------|--------------------------|--|-----------------|
| Law Enforcement | Infrastructure | Evacuations | Highway/Roadway | Medical Care | Facilities | Power (Grid) |
| Search and Rescue | Alerts, Warnings, Messages | Food/Potable Water | Mass Transit | Patient Movement | Hazardous Debris, Pollutants, Contaminants | Temporary Power |
| Fire Services | 911 and Dispatch | Shelter | Railway | Public Health | | Fuel |
| Government Service | Responder Communications | Durable Goods | Aviation | Fatality Management | | |
| Responder Safety | Financial Services/ Economic Impact | Water Infrastructure | Maritime | Health Care Supply Chain | | |
| | | Agriculture | Pipeline | | | |

2.8.3 HURRICANES, TROPICAL STORMS, AND DEPRESSIONS

Hurricanes, tropical storms, and depressions that impact Texas form over warm tropical waters in the Gulf of Mexico or the Atlantic Ocean. The warm, moist air over the ocean rises upward from near the surface, creating an area of lower air pressure. These areas of relative low pressure draw in new air from surrounding high-pressure areas. Quick cyclonic circulation then begins, and rain bands spin out from a wall of wind that surrounds a central area of low barometric pressure (the “eye”). Such storms can grow to 1000 miles in diameter and sustain winds near the eye that approach 200 miles an hour.

Tropical depressions are storms with winds less than 39 mph. When the observed winds surpass 39 mph but remain below 74 mph, the formation is classified a tropical storm. Once winds in excess of 74 mph are observed, a hurricane has officially formed. The Saffir-Simpson scale, presented below, is used to describe the intensity of a hurricane, based on wind speed, and ranging from Category 1 to Category 5.

Table 2-13: Saffir-Simpson Wind Speed Scale

| Saffir-Simpson Scale | |
|----------------------|-----------------------|
| Category | Sustained Wind Speeds |
| 1 | 74 – 95 mph |
| 2 | 96 – 110 mph |
| 3 | 111 – 129 mph |
| 4 | 130 – 156 mph |
| 5 | 157 mph and above |

2.8.3.1 Texas Hurricane History

Texas has been described as a state of extreme drought broken with occasional extreme flooding.³² This is phenomena is illustrated through the history of hurricanes, tropical storms, and depressions. Four of the seven wettest hurricanes in the U.S. have made landfall in Texas.³³ Hurricane Harvey

³² *State of Texas Hazard Mitigation Plan* Texas Division of Emergency Management, October 2018, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

³³ Kristen Currie, “Tropical Storm Imelda 7th wettest tropical cyclone on U.S. record,” *KXAN, Nexstar Broadcasting*, September 19, 2019, <https://www.kxan.com/weather/weather-blog/tropical-storm-imelda-7th-wettest-tropical-cyclone-on-u-s-record/>



is the wettest hurricane to hit the U.S. with over 60.58 inches of rainfall recorded at Nederland, Texas.³⁴ Tropical Storm Imelda is the fourth wettest in Texas with preliminary reports noting approximately 41 inches of rainfall recorded near Beaumont in September 2019.³⁵

Table 2-14: Seven Wettest Hurricanes in U.S. History

| Name of Storm | Year | Highest Rainfall (in inches) |
|-------------------------------------|------|---------------------------------|
| Hurricane Harvey (Texas) | 2017 | 60.58 |
| Tropical Storm Lane (Hawaii) | 2018 | 58 |
| Hurricane Hiki (Hawaii) | 1950 | 52 |
| Tropical Storm Amelia (Texas) | 1978 | 48 |
| Hurricane Easy (Florida) | 1950 | 45.2 |
| Tropical Storm Claudette (Texas) | 1979 | 45 |
| Tropical Storm Imelda (Texas) | 2019 | 40.79 ³⁶ |

The severity of rain and wind of past hurricanes, tropical storms, and depressions have led to mass destruction and death throughout Texas. The Galveston Hurricane in 1900 is regarded as the deadliest natural disaster in American history; this Category 4 hurricane struck with winds above 135 mph and a 15-foot storm surge that left approximately 6,000 to 12,000 community members dead and 3,600 buildings destroyed.³⁷

³⁴ “State Flood Assessment, Report to the Legislature, 86th Legislative Session,” TWDB, January 2019, <http://www.texasfloodassessment.com/doc/State-Flood-Assessment-report-86th-Legislation.pdf>

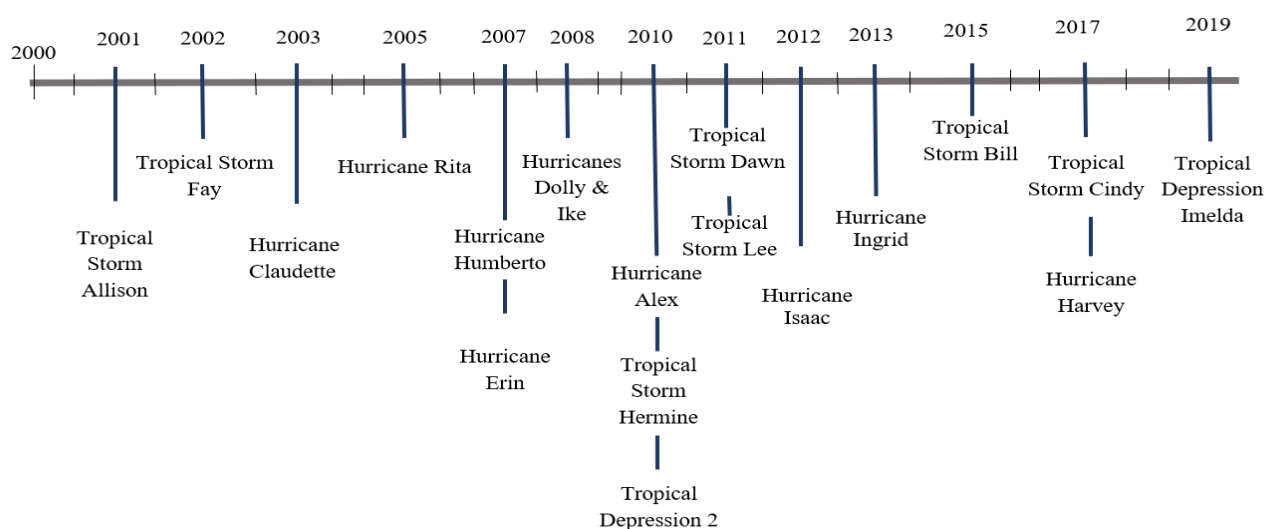
³⁵ Kristen Currie, “Tropical Storm Imelda 7th wettest tropical cyclone on U.S. record,” KXAN, Nexstar Broadcasting, September 19, 2019, <https://www.kxan.com/weather/weather-blog/tropical-storm-imelda-7th-wettest-tropical-cyclone-on-u-s-record/>

³⁶ “Post Tropical Cyclone Report . . . Tropical Storm Imelda,” NWSChat, NOAA, September 27, 2019, <https://nwschat.weather.gov/p.php?pid=201909272034-KHGX-ACUS74-PSHHGX>

³⁷ “The Galveston Hurricane of 1900: Remembering the deadliest natural disaster in American history,” National Ocean Service, NOAA, <https://oceanservice.noaa.gov/news/features/sep13/galveston.html>

Between 1851 and 2016, 289 hurricanes made landfall in the continental U.S. Of these, 63 made landfall in Texas.³⁸ Since 2000, over 15 hurricanes, tropical storms or depressions have hit Texas. These include: Tropical Storm Allison (2001), Tropical Storm Fay (2002), Hurricane Claudette (2003), Hurricane Rita (2005), Hurricane Humberto (2007), Hurricane Erin (2007), Hurricane Dolly (2008), Hurricane Ike (2008), Tropical Storm Hermine (2010),³⁹ Hurricane Alex (2010), Tropical Depression 2 (2010), Tropical Storm Dawn (2011), Tropical Storm Lee (2011), Hurricane Isaac (2012), Hurricane Ingrid (2013), Tropical Storm Bill (2015), Tropical Storm Cindy (2017), Hurricane Harvey (2017), and Tropical Storm Imelda (2019).^{40,41}

Figure 2-21: Timeline: Hurricanes/Storms Impacting Texas 2000 – 2019



³⁸ “Appendix 1: Major Hurricanes in Texas and the U.S.—A Historical Perspective,” FiscalNotes, Texas Comptroller, accessed October 2, 2019,

<https://comptroller.texas.gov/economy/fiscal-notes/2018/special-edition/history.php>

³⁹ Holli Riebeek, “Tropical Storm Hermine,” Hurricanes/Tropical Cyclones, NASA, September 10, 2010,

https://www.nasa.gov/mission_pages/hurricanes/archives/2010/h2010_Hermine.html

⁴⁰ David Roth, “Texas Hurricane History,” National Weather Service, January 6, 2010,

<https://www.weather.gov/media/lch/events/txhurricanehistory.pdf>

⁴¹ “2011 Atlantic Hurricane Season,” Tropical Cyclone Reports, National Hurricane Center, NOAA, accessed October 2, 2019,

<https://www.nhc.noaa.gov/data/tcr/index.php?season=2011&basin=atl>

2.8.3.2 Hurricanes Rita, Ike, Dolly, and Harvey

Hurricanes Rita, Dolly, Ike, and Harvey had an approximate total impact of \$283 billion.^{42,43,44,45} Each storm presented different challenges, impacts, and risks to both Texas coastal communities and statewide residents.

Figure 2-22: Galveston, Texas, during Hurricane Ike in 2008.⁴⁶



⁴² Carol Christian, Craig Hlavaty, “12 Years Ago Hurricane Rita Made Us All Lose Our Minds in Houston,” *Houston Chronicle*, September 21, 2017,

<https://www.chron.com/news/houston-weather/hurricanes/article/Hurricane-Rita-9236850.php>

⁴³ *Hurricane Ike Impact Report*, Texas Engineering Extension Service, TAMU, November 2011,

https://www.thestormresource.com/Resources/Documents/Full_Hurricane_Ike_Impact_Report.pdf

⁴⁴ “Damage Costs from Hurricane Dolly May Reach \$750 M,” *Insurance Journal*, August 4, 2008,

<https://www.insurancejournal.com/magazines/mag-features/2008/08/04/156680.htm>

⁴⁵ “A storm to Remember: Hurricane Harvey and the Texas Economy,” FiscalNotes, Texas Comptroller, accessed October 2, 2019,

<https://comptroller.texas.gov/economy/fiscal-notes/2018/special-edition/impact.php>

⁴⁶ Photography by U.S Army Corps of Engineers.

2.8.3.3 *Hurricane Rita*

Hurricane Rita made landfall a week after Hurricane Katrina in September 2005 as a Category 3 hurricane along the Texas-Louisiana Coast. While, Houston was predicted to be in the direct path of Rita, the storm landed along the Sabine River, directly hitting the cities of Port Arthur and Beaumont. Hurricane Rita's storm surge reached 15 feet, combined with 115 mph winds and rain to cause extensive flood and wind damage. Hurricane Rita left 19 people dead and caused \$18.5 billion in total damages.⁴⁷

2.8.3.4 *Hurricanes Dolly and Ike*

On July 8, 2008, Hurricane Dolly made landfall 80 miles south of Corpus Christi as a Category 1 hurricane with 80 mph winds and 2 to 3 feet of storm surge. Torrential rains came with this slow-moving storm. No deaths were reported; however, the state sustained over \$1 billion in damages.

On September 13, 2008, Hurricane Ike made landfall as a Category 2 hurricane with winds of up to 110 mph and a 20-foot storm surge in the city of Galveston. This storm left 112 people dead with \$30 billion in property damage and over \$140 billion in economic losses. Due to these losses, Hurricane Ike is one of the most destructive hurricanes in U.S. history.⁴⁸

2.8.3.5 *Hurricane Harvey*

Hurricane Harvey, initially a regenerated tropical depression, made landfall on August 25, 2017, as a Category 4 hurricane near Rockport, bringing with it triple-digit wind gusts and torrential rains; local rainfall totals in Southeast Texas ranged from 20 inches to over 60 inches over 7 days, making it the wettest hurricane in U.S. history.⁴⁹ The hurricane caused catastrophic flooding and at least 82 human fatalities,⁵⁰ due in part to the weather system stalling over the Texas coast for 6 days. The total impact of Hurricane Harvey reaches beyond \$125 billion.

⁴⁷ Jon Erdman, "Hurricane Rita Should Never be Forgotten," The Weather Channel, September 22, 2015, <https://weather.com/storms/hurricane/news/hurricane-rita-forgotten-louisiana-texas-sep2005#4>

⁴⁸ "Hurricanes Ike and Dolly," Community Development and Revitalization, GLO, accessed October 2, 2019, <http://www.glo.texas.gov/recovery/files/hurricane-ike-disaster-overview.pdf>

⁴⁹ *Hurricane Harvey in Texas, Mitigation Assessment Team Report*, (FEMA P-2022), FEMA, February 2019, https://www.fema.gov/media-library-data/1551991528553-9bb91b4bfe36f3129836fedaf263ef64/995941_FEMA_P-2022_FINAL_508c.pdf

⁵⁰ Eva Moravec, "Texas officials: Hurricane Harvey death toll at 82, 'mass casualties have absolutely not happened,'" *Washington Post*, September 14, 2017, https://www.washingtonpost.com/national/texas-officials-hurricane-harvey-death-toll-at-82-mass-casualties-have-absolutely-not-happened/2017/09/14/bff3ffea-9975-11e7-87fc-c3f7ee4035c9_story.html?utm_term=.dfe744e2f8e8

2.8.4 FEMA's COMMUNITY LIFELINES FOR HURRICANES, TROPICAL STORMS, AND DEPRESSIONS

2.8.4.1 *Safety and Security*

Risks: The unpredictability and immensity of hurricanes, tropical storms, and depressions create the potential for chaotic response efforts and damage to public services and infrastructure. The scope of these types of hazards creates the potential need for thousands of first responders to aid impacted areas. On-the-ground responders, helicopter and boat rescues from federal and local teams, and nonprofit organizations are all a part of this potential need. An example of one of the local teams is the Texas A&M Engineering Extension Service's Task Force 1; this one team has over 240 active responders including helicopter and water rescuers.⁵¹ A first responder nonprofit rescue group, TEXSAR, has 397 active members including 50 rescue boat operators, 138 ground responders, and 111 flood and swift water technicians.⁵² These two organizations are just two examples of the thousands of federal, state, and local first responders that deploy during hurricanes, tropical storms, and depressions.

Figure 2-23: Members of the South Carolina's Helicopter Aquatic Rescue Team and the Texas Task Force perform rescue operations in Port Arthur during Harvey.⁵³



⁵¹ Texas A&M Task Force 1, Urban Search & Rescue, accessed October 2, 2019, <https://texastaskforce1.org/>

⁵² TEXSAR Texas Search and Rescue, accessed October 2, 2019, <https://www.texasar.org/about-us/>

⁵³ Photography by Staff Sergeant Daniel J. Martinez, U.S. Air National Guard.

While emergency management is highly organized throughout Texas, the total number and diversity of first responders needed during a hurricane, tropical storm or depression, creates the risk of disorganization. The state has identified a need for additional training and coordination among all partners and teams working on response efforts.⁵⁴

Figure 2-24: Texas National Guard members work with local responders in Victoria, Texas, during Hurricane Harvey.⁵⁵



In addition to this vast first responders' network, there is a complex network of government service providers and infrastructure in the path of hurricanes. In southwest Texas alone there are over 130 individual towns or cities that make up the Gulf Coast region; each community has its own city hall, school system, police department, correctional facilities, and other community services and infrastructure;⁵⁶ these facilities each have the potential to sustain wind damage or flooding. These damages can prevent students from going back to school or delay government services for a sustained period.

Impacts: The potential for damage and disorganized response efforts may lead to economic losses as well as injuries and further loss of life. For example, the vast number of individuals working on rescue efforts made it difficult during Hurricane Harvey to coordinate rescue efforts throughout impacted communities. City halls and emergency management centers were flooded throughout

⁵⁴ *Eye of the Storm, Report of the Governor's Commission to Rebuild Texas*, Texas A&M University System, November 2018, page 83,

<https://www.rebuildtexas.today/wp-content/uploads/sites/52/2018/12/12-11-18-EYE-OF-THE-STORM-digital.pdf>

⁵⁵ Photography by Captain Martha Nigrelle, Army National Guard.

⁵⁶ "Regional Directory," H-GAC, accessed October 4, 2019,

<https://www.h-gac.com/regional-directory/default.aspx>

the impacted areas making response more challenging. Major roadways were flooded or blocked with debris during past hurricanes, tropical storms, and depressions.

Consequently, even if emergency centers or city halls were not flooded, responders could not reach these centers or put themselves in danger trying to do so. The command structure during of Hurricane Harvey was further challenged by confusion over assigned roles resulting from the inability of responders to reach their assigned destinations due to blocked or flooded roadways, and their subsequent replacement by those responders who did not face those obstacles.⁵⁷

2.8.4.2 *Communications*

Risks: The severe winds that accompany hurricanes, tropical storms, or depressions have the potential to destroy powerlines, communication towers, and other similar equipment. This creates a situation where community members may not be able to reach out for help. Impacted communication systems may also impede first responders by impeding the flow of information between colleagues and disrupting coordinated efforts.

The vast network of responders after a hurricane, tropical storm, or depression bring a variety of communication systems and protocols to the impacted area, creating a potential for communication failure or confusion between different response groups. The variety of current social media platforms add to the potential confusion not only between responders, but with community members needing assistance.

These dual communication issues create the opportunity for misinformation to be spread, with vast amounts of critical information being shared, yet limited staff capacity to address community members' concerns. With the rains and winds that accompany hurricanes, tropical storms, and depressions, this gap in communications between differing systems and protocols on the one hand, and the deluge of communication through social media on the other, creates the opportunity for uncertainty in prioritizing the provision of resources and rescue efforts and activities. This uncertainty has the potential to lead to responders venturing out into unknown wind or flooding conditions and community members not getting the assistance that they need when they are trapped in high water.

In addition to communication risk, the potential economic impact of hurricanes, tropical storms, and depressions can be compounded due to the vast number of industries that can be in the direct path of a hurricane, tropical storm, or depression, as well as any industries related to these major sectors inside and outside of the impacted areas. This may be particularly true of communities where there is a concentration of a particular industry. Along Texas's Gulf Coast, the oil and gas

⁵⁷ Jen Para, "Harris County Publishes Report on Hurricane Harvey," *Houston Business Journal*, May 29, 2018, <https://www.bizjournals.com/houston/news/2018/05/29/harris-county-publishes-report-on-hurricaneharvey.html>



industry is dominant, with approximately 1 out of 3 jobs in the region in this industry.⁵⁸ The flooding and high winds that come with hurricanes have the potential to damage oil refiners, close major ports in the region that export these products, and close or damage other major transportation infrastructure. Damage and closures can lead to a production halt or delay in the oil and gas industries, as well as all other goods that are imported or exported from these facilities. Adding to this complexity are personal property losses of community members in the impacted communities.

Impacts: During Hurricane Harvey, approximately 336,000 customers lost power, compared to 4.5 million customers during Hurricane Ike.⁵⁹ During Hurricane Harvey, the Federal Communications Commission reported that three Texas counties had cellular outages greater than 80 percent.⁶⁰ Power outages and cell site failures were due in part from the flooding of substations, water damage to related equipment, and downed powerlines throughout the impacted area.⁶¹

Along with power outages, overwhelmed and incohesive communication systems lead to prolonged wait times for those in need. Hurricane Harvey overwhelmed traditional emergency systems, leading to individuals reaching out through non-traditional means. Community members could not reach 911 during Hurricane Harvey, due to the vast number of individuals trying to call, which led residents to call 311 and 211 instead; there were over 21,000 calls to 211 just in the city of Houston during the week of Hurricane Harvey.⁶² Community members also reached out through social media. This led to confusion over where to direct resources.

Along with community members calling for help, the Texas Division of Emergency Management was overwhelmed with calls from local government staff and officials needing assistance. Similarly, during Tropical Storm Imelda, the city of Beaumont's police department was overwhelmed with 911 calls.⁶³

⁵⁸ "2014–2018 Comprehensive Economic Development Strategy," Gulf Coast Economic Development District, H-GAC,

<http://www.h-gac.com/gulf-coast-economic-development-district/regional-economic-development-plan.aspx>

⁵⁹ Travis Bubenik, "Though Power Outages Were Limited, Harvey Revealed New Challenges for the Grid," Houston Public Media, University of Houston, November 2, 2017,

<https://www.houstonpublicmedia.org/articles/news/energy-environment/2017/11/02/248175/though-power-outages-were-limited-harvey-revealed-new-challenges-for-the-grid/>

⁶⁰ "Presentation on FCC Response to Hurricanes Harvey, Irma and Maria" Federal Communications Commission, September 26, 2017,

<https://www.fcc.gov/document/presentation-fcc-response-hurricanes-harvey-irma-and-maria>

⁶¹ Ryan Maye Handy, Fernando Alfonso III, "Power outages reported in wake of Hurricane Harvey," *Houston Chronicle*, August 30, 2017,

<https://www.chron.com/news/houston-weather/hurricaneharvey/article/Houston-still-has-power-power-loss-for-hundreds-11968986.php#photo-13912902>

⁶² "Hurricane Harvey Relief Fund Needs Assessment Phase One," Rice University Kinder Institute for Urban Research, November 2017,

https://kinder.rice.edu/sites/g/files/bxs1676/f/documents/Phase1_PostHarveyAssessment_11130217-2.pdf

⁶³ Manny Fernandez, Margaret Toal, Rick Rojas, Sarah Mervosh, Nicholas Bogel-Burroughs, John Schwartz, Adeel Hassan, "Imelda Swamps Texas with Flooding Rain," *New York Times*, September 20, 2019,

Major economic impacts were also seen during past storms including Hurricane Harvey, Ike, and Dolly. The total verified business loss from Hurricane Harvey was approximately \$5.91 billion;⁶⁴ approximately 14 oil refineries shut down during Hurricane Harvey accounting for over 17 percent of the nation's gas refining capabilities. Ports in and around Houston shutdown for approximately a week accounting for more than \$2.5 billion in economic losses alone.⁶⁵ Hurricane Ike also had a large economic impact. During Hurricane Ike, approximately, 26 percent of the total Texas business establishments were in the path of the hurricane, with small locally owned business seeing much of the impact.

Figure 2-25: Bolivar Peninsula, Texas, after Hurricane Ike.⁶⁶



Along with the economic impacts, significant damage and destruction of homes are also a direct consequence of past hurricanes. Approximately 3.4 billion in total home damages were caused by Hurricane Ike. Additionally, approximately 109,045 applicants were approved for FEMA's

<https://www.nytimes.com/2019/09/19/us/houston-beaumont-flooding-imelda.html>

⁶⁴ "2017 Hurricane Harvey" Community Development and Revitalization, Texas General Land Office, accessed October 1, 2019,

<https://recovery.texas.gov/action-plans/hurricane-harvey/index.html>

⁶⁵ *Eye of the Storm, Report of the Governor's Commission to Rebuild Texas*, Texas A&M University System, November 2018, page 23,

<https://www.rebuildtexas.today/wp-content/uploads/sites/52/2018/12/12-11-18-EYE-OF-THE-STORM-digital.pdf>

⁶⁶ Photography by National Weather Service, September 2008,

https://www.weather.gov/hgx/projects_ike08_bolivar2

housing assistance program totaling over \$20 million.⁶⁷ In some instances, as in the case of the small town of Bridge City located along the Gulf Coast where only 14 of 3,400 homes remained inhabitable after Hurricane Ike, the entire housing stock of a community was destroyed.²⁷

A similar situation was seen during Hurricane Harvey where over 300,000 homes were destroyed.⁶⁸ 892,263 individuals applied for FEMA's Individual Assistance with 132,458 of these applicants having unmet needs.⁶⁹ Hurricane Harvey also illustrates another way in which hurricanes impact housing – a decrease in affordable housing stock.⁷⁰

Figure 2-26: Flooding in Port Arthur, Texas, during Hurricane Harvey.⁷¹



At present, the economic and housing impacts of Tropical Depression Imelda are still to be reported. As of September 19, 2019, Winnie, Texas reported approximately 500 to 2,000 homes

⁶⁷ *Hurricane Ike Impact Report*, Texas Engineering Extension Service, TAMU, November 2011, https://www.thestormresource.com/Resources/Documents/Full_Hurricane_Ike_Impact_Report.pdf

⁶⁸ Pam Fessler, "At Least 100,000 Homes Were Affected by Harvey. Moving Back in Won't Be Easy," *NPR*, September 1, 2017, <https://www.npr.org/2017/09/01/547598676/at-least-100-000-homes-were-affected-by-harvey-moving-back-in-wont-be-easy>

⁶⁹ *State of Texas Plan for Disaster Recovery: Amendment 3, Hurricane Harvey–Round 1*, Community Development and Revitalization, GLO, April 20, 2019, <https://recovery.texas.gov/files/hud-requirements-reports/hurricane-harvey/5b-sap-amend3-approved.pdf>

⁷⁰ "Another Blow from Harvey: Houston Home Prices, rents likely to Rise," *Reuters*, September 1, 2017, <https://www.reuters.com/article/us-storm-harvey-realestate/another-blow-from-harvey-houston-home-prices-rents-likely-to-rise-idUSKCN1BC5QY>

⁷¹ Photography by Staff Sergeant Daniel J. Martinez, U.S. Air National Guard.

were flooded due to the storm. Jefferson County reported that 50 households were waiting to be rescued as of September 19; Jefferson County homes that did not flood during Hurricane Harvey did so during Tropical Storm Imelda. As of September 24, 2019, impacted counties self-reported that there were over 5,000 homes affected and there was over \$24.5 million in public infrastructure damage due to Tropical Storm Imelda (DR-4466).^{72,73}

2.8.4.3 Food, Water, Sheltering

Risks: The deluge of water and high winds that come with hurricanes, tropical storms, and depressions have the potential to close grocery stores, destroy crops, and damage water and wastewater treatment plants and other critical infrastructure such as shelters and major roadways acting as evacuation routes. Debris in the roadways from severe winds and flood water cut off roadways or damage powerlines; this creates the potential for all types of businesses to close including grocery stores and restaurants. Water and wastewater treatment plans are susceptible to damage or are shut down due to overcapacity.

In terms of agriculture at risk, the SHMP identifies Texas as the state with the largest acreage of agricultural lands throughout the U.S., accounting for approximately 248,900 farms and ranches; together they generate approximately \$20 billion in annual revenue.⁷⁴ The SHMP also points to cattle and cotton as the top two agricultural commodities in the state. South and Southeast Texas are not only where a large proportion of crops such as cotton are grown, but also where distribution points and ports are located. Landfall of a hurricane, tropical storm, or depression in these regions could not only lead to crop losses but impede the movement of all types of products to market as distribution centers, major roadways, or ports are closed due to flooding or debris.

The current SHMP also speaks to the current availability and condition of emergency shelters in Texas. The SHMP discusses the state's efforts to incorporate shelters at approximately 100 highway rest stops throughout the state.⁷⁵ These auxiliary shelters do run the risk of flooding that impact highways during storms, which can render them inaccessible. In addition to these new

⁷² Robert Downen and Doug Begley, "A Switch from Response to Recovery After Imelda," *Houston Chronicle*, September, 23, 2019, <https://www.houstonchronicle.com/news/houston-texas/houston/article/Officials-seek-donations-for-Imelda-fund-urge-14462011.php>

⁷³ John Bacon and Kristin Lam, "'Worse than Hurricane Harvey': At least 2 dead as Imelda overwhelms Texas with 'incredibly dangerous' flooding," *USA Today*, September 19, 2019, <https://www.usatoday.com/story/news/nation/2019/09/19/texas-flooding-storm-imelda-hits-winnie-beaumont-dangerous-rain/2372220001/>

⁷⁴ "Texas Ag Stats," Texas Department of Agriculture, accessed, October 2, 2019, <https://www.texasagriculture.gov/About/TexasAgStats.aspx>

⁷⁵ "Safety Rest Area Map," Texas Department of Transportation, accessed, October 2, 2019, <https://www.txdot.gov/inside-txdot/division/maintenance/rest-areas-map.html>

sheltering options, existing local shelters are becoming more critical during these large-scale weather events.

Evacuation routes are also at risk of being flooded or blocked with debris. The SHMP does not describe the evacuation routes throughout the state, but there are approximately 130 major evacuation routes and 18 potential counter flow and EvacuLanes throughout Texas.⁷⁶ These evacuation routes are concentrated in Southeast and South Texas to provide a way out for Texans evacuating from a hurricane, tropical storm, or depression; however, during past events, many of these routes became impassable or were overwhelmed with traffic that resulted in traffic jams.

Impacts: Loss of life, injuries, and economic losses are all potential consequences of closed or flooded grocery stores, water treatment facilities, shelters, damaged crops, and flooded or blocked evacuation routes. For example, during Hurricane Ike, 137 Walmarts, 40 Targets, 149 Burger Kings, and all Kroger stores were temporarily closed throughout the impacted area, while HEB had to permanently close a store in the city of Galveston due to extensive water damage from the hurricane.^{77,78, 79} Although grocery stores and other businesses such as home improvement stores did need to shut down for a period of time, these types of stores often see a boost in activity right before and right after such events due to individuals rushing to prepare for the storm and then to purchase items to recover after a storm.

Wastewater treatment plants needed to close or were damaged due to past hurricanes as was the case during Hurricane Harvey where 40 waste water treatment plants were either offline or closed, and 61 public water drinking systems rendered inoperable.⁸⁰

⁷⁶ "TxDOT Evacuation Routes," Texas Department of Transportation, accessed, October 2, 2019, <https://gis-txdot.opendata.arcgis.com/datasets/txdot-evacuation-routes>

⁷⁷ "H-E-B will not Reopen Damaged Galveston Store," *San Antonio Business Journal*, September 25, 2008, <https://www.bizjournals.com/sanantonio/stories/2008/09/22/daily33.html>

⁷⁸ Martinne Geller, "Retailers grapple with impacts of Hurricane Ike," *Reuters*, September 14, 2008, <https://www.reuters.com/article/us-hurricane-retail/retailers-grapple-with-impacts-of-hurricane-ike-SN1445556420080914>

⁷⁹ Katherine Blunt, "Flooding After Harvey Too Much for Retailers, Grocers; Many Close Sunday Afternoon," *Houston Chronicle*, August 27, 2017, <https://www.chron.com/news/houston-weather/hurricaneharvey/article/Houston-retailers-close-stores-to-assess-Harvey-12003495.php>

⁸⁰ "Hurricane Harvey After Action Report," Texas Commission on Environmental Quality, April 3, 2018, <https://www.tceq.texas.gov/assets/public/response/hurricanes/hurricane-harvey-after-action-review-report.pdf>

Figure 2-27: City of Conroe’s wastewater treatment plant during Hurricane Harvey.⁸¹



In the city of Conroe, the sole wastewater plant serving approximately 82,000 people flooded and closed during Hurricane Harvey. This plant typically treats around 5 million gallons of wastewater per day; during the 5 days the plant was down, wastewater flowed directly into the San Jacinto River.⁸² This is just one example of how waterways were impaired due to past hurricanes; the significant and wide-reaching effects of Hurricane Harvey and other past hurricanes on water quality is still being researched.^{83, 84, 85,86}

In addition to water quality challenges, past hurricanes had significant consequences for evacuations, agriculture and shelters. During Hurricane Rita, 72 people died trying to evacuate

⁸¹ Photography by Captain Matthew A. Roman, U.S. Army Reserves.

⁸² Paul Wood, “Healing from Harvey,” *Water & Wastes Digest*, September 10, 2018, <https://www.wwdmag.com/storm-water/healing-harvey>

⁸³ “Fecal bacteria contaminated surface water after Hurricane Harvey,” *Science Daily*, August 1, 2018, <https://www.sciencedaily.com/releases/2018/08/180801093703.htm>

⁸⁴ Frank Bajak, “Hurricane Harvey’s Toxic Impact Deeper Than Public Told,” *Associated Press*, March 23, 2018, <https://www.apnews.com/e0ceae76d5894734b0041210a902218d>

⁸⁵ Alex Stuckey, “3 wastewater treatment plants offline with \$1M in damages caused by Harvey,” *Houston Chronicle*, November 10, 2017, <https://www.houstonchronicle.com/news/houston-texas/houston/article/3-wastewater-treatment-plants-offline-with-1M-in-12348390.php>

⁸⁶ Allison Lee, “Study: Harvey Aftermath Affected Gulf of Mexico Water Quality,” *Houston Public Media*, August 6, 2018, <https://www.houstonpublicmedia.org/articles/news/2018/08/06/298705/study-harvey-aftermath-affected-gulf-of-mexico-water-quality/>

before the hurricane reached Texas; this affected the decision, during Hurricane Harvey, to not evacuate certain communities, such as the city of Houston.⁸⁷ Finally, even though there were approximately 692 shelters operating during Hurricane Harvey, several shelters needed to be evacuated due to inundation with flood water.

Within the agriculture sector, Texas AgriLife estimated that there was more than \$200 million in crop losses from Hurricane Harvey.⁸⁸

2.8.4.4 *Transportation*

Risks: Damage from hurricanes, tropical storms, and depressions can cause short and long-term effects to how people are able to move through and around an impacted area; wind-damaged transportation infrastructure, flooded streets, flooded personnel and shared vehicles, hampered public transportation systems, adjusted flight paths, and crippled rail lines can all affect the social and economic functions of a community and region. The movement of goods and services needed for the operational functions of commercial businesses can also be impacted by limited mobility options.

Rescue missions by ground transportation, waterway transportation, or aerial transportation may not be safe or viable depending on the level of flooding, wind variability, or debris inundation. Limited mobility, especially during heavy rain and high wind events caused by these storms, can also limit the ability of first responders to access people who are in need of potentially life-saving assistance. To that end, the State of Texas Emergency Assistance Registry (STEAR) program allows those who may not be able to evacuate or receive assistance on their own to register and allow local officials to know who they are and where they are in case of emergency.⁸⁹ Elderly individuals who may have difficulty evacuating and may not be able to drive or have trouble taking public transit must be considered during large-scale evacuations; also critical to consider is the fact that there are over 3,100 nursing homes in Texas, a state with a growing elderly population.⁹⁰

Ports and inland waterways may also be impacted by storm surge and other factors associated with tropical weather systems to a point where tangible goods cannot be delivered and distributed.

⁸⁷ *Eye of the Storm, Report of the Governor's Commission to Rebuild Texas*, Texas A&M University System, August 2018,

<https://www.rebuildtexas.today/wp-content/uploads/sites/52/2018/12/12-11-18-EYE-OF-THE-STORM-digital.pdf>

⁸⁸ "Texas agricultural losses from Hurricane Harvey estimated at more than \$200 million," AgriLife Today, October 27, 2017,

<https://today.agrilife.org/2017/10/27/texas-agricultural-losses-hurricane-harvey-estimated-200-million/>

⁸⁹ "State of Texas Emergency Assistance Registry (STEAR) – Public," Texas Division of Emergency Management, <https://tdem.texas.gov/stear/>

⁹⁰ "Homeland Infrastructure Foundation-Level Data (Nursing Homes)," United States Department of Homeland Security,

<https://hifld-geoplatform.opendata.arcgis.com/datasets/nursing-homes>



Commercial transportation services to local communities is impaired if roads are impassable and air support is limited.⁹¹

Impacts: During Hurricane Harvey, 781 roads across Southeast Texas were impassable at some point in time.⁹² This limited direct access to critical human services and the ability of first responders to access individuals who needed assistance. Conditions can also potentially hinder evacuation orders, as these are made by the chief elected official of a local government; the current SHMP notes that mandatory evacuations were issued for 779,000 people in Texas, with an additional 980,000 people evacuating voluntarily during Hurricane Harvey.⁹³

These numbers show the importance of incorporating mitigation and resiliency measures into ground transportation infrastructure before a storm hits. However, ground transportation was not the only form of mobility hampered during Hurricane Harvey. George Bush Intercontinental Airport (IAH) and William P. Hobby Airport (HOU), the two main airports in Southeast Texas, were closed for nearly one week; an estimated \$32 million in revenue was lost during this time in the commercial airline industry.⁹⁴ During the 2018 fiscal year, IAH averaged 113,715 daily passengers and HOU averaged 37,867 daily passengers.⁹⁵ This shows the impact a 1-week closure can have on traveler thoroughfare through these airports. Other forms of aviation were also impacted during Harvey in a way that was not expected, which can be seen within the first 6 days after the storm hit. During this time period, the Federal Aviation Administration issued more than 40 authorizations for emergency drone activities above Houston and the surrounding area. The duties of these aerial drones ranged from inspecting roadways, checking railroad tracks, assessing the condition of water and wastewater plants, monitoring oil refineries, and evaluating power lines.⁹⁶ In addition, state response personnel task forces eventually accounted for 841 rescues by air.⁹⁷

⁹¹ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 58, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

⁹² *Eye of the Storm, Report of the Governor's Commission to Rebuild Texas*, Texas A&M University System, November 2018, page 4, <https://www.rebuildtexas.today/wp-content/uploads/sites/52/2018/12/12-11-18-EYE-OF-THE-STORM-digital.pdf>

⁹³ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 452, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

⁹⁴ "Assessment of Hurricane Harvey's impact on aviation 2017," *International Air Transport Association*, October 2017, <https://www.iata.org/publications/economics/Reports/Hurricane-harvey-impact-on-aviation.pdf>

⁹⁵ Houston Airport System, "Statistical Report: 2018 Fiscal Year Summary," city of Houston, https://d14ik00wldmhq.cloudfront.net/media/filer_public/52/4e/524ee321-a729-474b-89d8-5ccceba5406e/fy18_report_final.pdf

⁹⁶ *Eye of the Storm, Report of the Governor's Commission to Rebuild Texas*, Texas A&M University System, November 2018, page 140, <https://www.rebuildtexas.today/wp-content/uploads/sites/52/2018/12/12-11-18-EYE-OF-THE-STORM-digital.pdf>

⁹⁷ *Eye of the Storm, Report of the Governor's Commission to Rebuild Texas*, Texas A&M University System, November 2018, page 62, <https://www.rebuildtexas.today/wp-content/uploads/sites/52/2018/12/12-11-18-EYE-OF-THE-STORM-digital.pdf>

Maritime transportation, such as port and ship channel entry and exit, was drastically limited. In all, 23 Texas ports were closed during Harvey, including the Port of Corpus Christi, Port of Port Arthur, Port of Galveston, and many others.^{98,99} This also included the Port of Houston (Houston Ship Channel) which, in 2018, accounted for \$339 billion in the state's economic value, 20.6 percent of Texas' gross-domestic product (GDP), and more than 1.35 million jobs across Texas. Nearly \$5.7 billion in state and local tax revenues are generated by business activities related to the Port of Houston yearly.¹⁰⁰ It is estimated that the closing of the Port of Houston, during and after Hurricane Harvey, equated to more than \$2.5 billion in economic losses due to delays and cancelled transactions.¹⁰¹

Figure 2-28: Evacuations during Hurricane Rita in Spring, Texas.¹⁰²



⁹⁸ "Historical Disaster Response to Hurricane Harvey," Federal Emergency Management Agency, September 22, 2019,

<https://www.fema.gov/news-release/2017/09/22/historic-disaster-response-hurricane-harvey-texas>

⁹⁹ "Factbox: Major Texas ports remain mostly closed due to Storm Harvey," *Reuters*, September 1, 2019,

<https://www.reuters.com/article/us-storm-harvey-ports-factbox/factbox-major-texas-ports-remain-mostly-closed-due-to-storm-harvey-idUSKCN1BC5FY>

¹⁰⁰ "The Economic Impact of the Houston Ship Channel," Port of Houston, April 5, 2019,

<https://porthouston.com/about-us/economic-impact/>

¹⁰¹ *Eye of the Storm, Report of the Governor's Commission to Rebuild Texas*, Texas A&M University System, November 2018, page 62,

<https://www.rebuildtexas.today/wp-content/uploads/sites/52/2018/12/12-11-18-EYE-OF-THE-STORM-digital.pdf>

¹⁰² Photograph by Ashish, September 21, 2005,

<https://theconversation.com/thousands-of-people-didnt-evacuate-before-hurricane-matthew-why-not-66724>

2.8.4.5 Health and Medical

Risks: The SHMP emphasizes that hurricanes, tropical storms, and depressions can pose significant threats to public health and safety. Hospitals and medical facilities face enormous pressure when a hurricane, tropical storm, or depression makes land fall, as medical emergencies become common occurrences and fatality management becomes critical. Hospital patients may face long wait times, difficulty being transported to a more adequate facility, or a complete lack of health care providers open to accepting patients. Community members, first responders, and general response crews face dangerous conditions in the context of tropical weather systems, as conditions during and following hurricanes can be uncomfortable and pose numerous health risks. Dangers such as high water, downed electrical power lines, and broken gas mains are major health and safety threats after hurricanes, together with consumption concerns stemming from a potentially contaminated food and water supply.¹⁰³ Due to the evacuation of staff, public health advisories and reports of public health concerns may also be limited in their ability to reach the public. This issue during tropical weather systems is only compounded by power outages and a potential loss of communication signals and lines.

Impacts: Hurricane Harvey led the closure of 16 hospitals throughout Texas, necessitating the relocation of nearly 1,000 patients. After the direct impact of the storm, many local hospitals and clinics were either too damaged to operate or were too overwhelmed with patients to function.¹⁰⁴ Driscoll Children's Hospital, located in Corpus Christi, had to evacuate all 10 new-born babies in its neonatal intensive care unit several local emergency room services closing down as well.¹⁰⁵ Lake Arthur Place, a nursing home and rehabilitation facility in Port Arthur, had to evacuate as it was reported that some community members had no other option but to stay in the flooded location for up to 24 hours.¹⁰⁶ As Tropical Storm Imelda made landfall near Freeport in Southeast Texas during mid-September 2019, the Chambers County Office of Emergency Management posted on their Facebook page that the Riceland Hospital in Winnie had to be evacuated.¹⁰⁷ During this same

¹⁰³ "Hurricanes," Texas Department of State Health Services, accessed October 4, 2019, <https://www.dshs.texas.gov/preparedness/hurricanes.shtm>

¹⁰⁴ *Eye of the Storm, Report of the Governor's Commission to Rebuild Texas*, Texas A&M University System, November 2018, page 122, <https://www.rebuildtexas.today/wp-content/uploads/sites/52/2018/12/12-11-18-EYE-OF-THE-STORM-digital.pdf>

¹⁰⁵ Alyssa Rege, "Texas hospitals and Hurricane Harvey: 8 things to know Friday," *Becker Hospital Review*, August 25, 2017, <https://www.beckershospitalreview.com/patient-flow/texas-hospitals-and-hurricane-harvey-8-things-to-know-friday.html>

¹⁰⁶ Jen Christensen, "Some hospitals hang on as others close amid Harvey's floods," *CNN*, August 31, 2017, <https://www.cnn.com/2017/08/30/health/harvey-houston-hospitals/index.html>

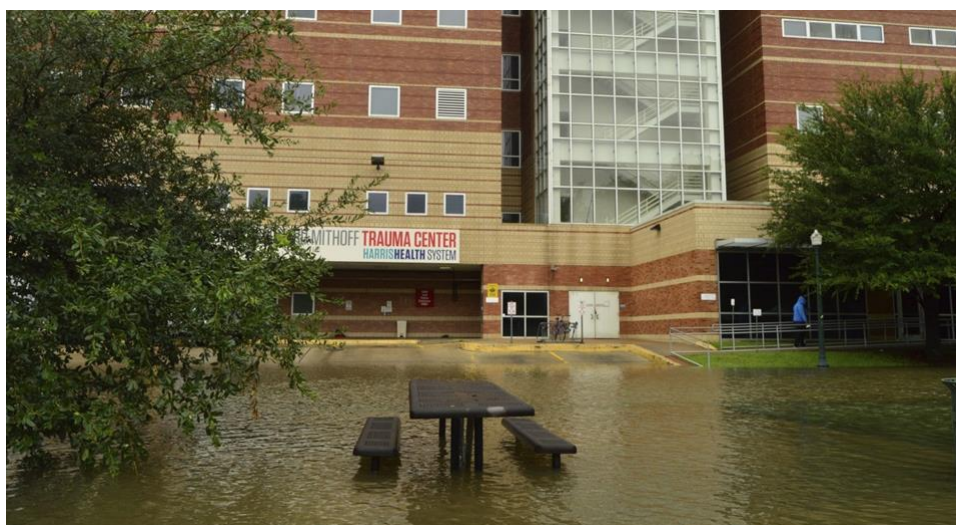
¹⁰⁷ Chambers County Emergency Management, "Significant flooding occurring in Winnie," *Facebook*, September 19, 2019, <https://www.facebook.com/ChambersCountyEmergencyManagement/>

event, a hospital in Beaumont was also flooded and evacuated, while two hospitals in Orange County—Christus St. Elizabeth and Baptist—were cut off by flood waters.¹⁰⁸

As a result of Tropical Storm Allison in 2001, the Texas Medical Center hospitals located in Houston lost \$2 billion from flood damage; subsequently, \$50 million was invested in storm mitigation measures to make the hospitals more resilient. When Hurricane Harvey hit, the Texas Medical Center was able remain operational due to lessons learned and the watertight floodgates that were installed after Allison to protect all basements and subterranean parking.¹⁰⁹

Fatality management, the process of properly recovering, handling, identifying, transporting, tracking, storing, and disposing of human remains and personal effects, especially during a tropical weather system, is vital in public health measures that need to be addressed before, during, and after landfall of a storm.¹¹⁰ Before Hurricane Rita, 73 people died in a chaotic evacuation before the storm even hit Texas. This number represents more than half of the 139 total deaths accredited to Rita. This shows that measures for fatality management must be in place before the weather-related impacts of a storm are felt.

Figure 2-29: Hurricane Harvey floodwaters approach Ben Taub Hospital in Houston.¹¹¹



¹⁰⁸ Ron Brackett, “Two Die in Devastating Texas Floods; Hundreds Rescued in Wake of Imelda’s Torrential Rails,” *The Weather Channel*, September 19, 2019, <https://weather.com/news/news/2019-09-19-tropical-depression-imelda-impacts-southeast-texas-flooding>

¹⁰⁹ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 457, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

¹¹⁰ “Capability 5: Fatality Management,” Centers for Disease Control, accessed October 4, 2019, https://www.cdc.gov/cpr/readiness/00_docs/capability5.pdf

¹¹¹ Photograph by Andrew Kragie, *Associated Press*, August 30, 2017, https://www.washingtonpost.com/national/health-science/some-hospitals-evacuated-but-houstons-vaunted-medical-world-mostly-withstands-harvey/2017/08/30/2e9e5a2c-8d90-11e7-84c0-02cc069f2c37_story.html



2.8.4.6 Hazardous Material (Management)

Risks: Hazardous material facilities are facilities involved in the production, storage, and/or transport of corrosives, explosives, flammable materials, radioactive materials, and toxins.¹¹² Flooding, high wind, the movement of debris, storm surge, damaged marine vessels, and breached off-shore oil infrastructure can lead to movement of these materials away from their facilities.

There are 66 solid waste facilities within all counties that border the Gulf of Mexico or border the Gulf's adjacent bays in Texas. This includes 30 solid waste facilities in Houston's city limits alone and speaks to the importance of critically safeguarding the movement of potential hazardous materials during tropical weather events.¹¹³ If not contained correctly and efficiently, this can lead to impacts that can be felt on public and environmental health systems that may persist for years after a storm has made its immediate effects felt. The SHMP puts emphasis on the importance of critical facility protection, including hazardous material storage and production facilities, being mitigated during hurricanes and similar weather events. The South Texas Nuclear Generating Station, a case in point, is one of three nuclear power stations in Texas. Located southwest of Bay City and roughly 3 miles from Matagorda Bay and 15 miles from the Gulf of Mexico, this nuclear power station could itself become a potential hazard during a hurricane event. However, during Hurricane Harvey, there were no reported issues at this location.

Impacts: During and after Hurricane Harvey, the EPA determined that 13 Superfund sites were flooded, and 11 separate Superfund sites were not accessible by response personnel. This lack of ground transportation access to the Superfund sites may prove consequential in the years to come, as the effects of hazardous material penetration into environmental ecosystems can take decades to fully manifest.¹¹⁴ Further, in the aftermath of Hurricane Harvey, reporters cataloged more than 266 hazardous spills and discharges on land, water, and the air.¹¹⁵ Roughly 500 chemical plants, 10 refineries, and more than 6,670 miles of intertwined oil, gas, and chemical pipelines were also located in the impact zone of Harvey, making this area of Texas the nation's most significant energy corridor. At least 14 oil refineries, accounting for 17.6 percent of the nation's gasoline refining capacity, shut down during Harvey. Nearly half a billion gallons of industrial wastewater,

¹¹² *Eye of the Storm, Report of the Governor's Commission to Rebuild Texas*, Texas A&M University System, November 2018, page 122,

<https://www.rebuildtexas.today/wp-content/uploads/sites/52/2018/12/12-11-18-EYE-OF-THE-STORM-digital.pdf>

¹¹³ "Homeland Infrastructure Foundation-Level Data (Solid Waste Landfill Facilities)," United States Department of Homeland Security, accessed October 4, 2019,

<https://hifld-geoplatform.opendata.arcgis.com/datasets/solid-waste-landfill-facilities?geometry=-102.92%2C28.968%2C-95.982%2C30.636>

¹¹⁴ "Status of Superfund Sites in Areas Affected by Harvey," United States Environmental Protection Agency, September 2, 2019,

<https://www.epa.gov/newsreleases/status-superfund-sites-areas-affected-harvey>

¹¹⁵ "EPA/TCEQ: Updated Status of Systems affected by Harvey," Texas Commission on Environmental Quality, September 24, 2019,

<https://www.epa.gov/newsreleases/epatceq-updated-status-systems-affected-harvey-2>

mixed with stormwater, leaked from a single chemical plant in Baytown on the upper shores of Galveston Bay. Benzene, vinyl chloride, butadiene and other known human carcinogens were among the dozens of tons of industrial toxic substances released into neighborhoods and waterways following the rain event with Harvey.¹¹⁶

2.8.4.7 Energy (Power & Fuel)

Risks: Hurricanes, tropical storms, and depressions can bring sustained wind damage and, eventually, downed power lines which lead to short and long-term power outages. Flooding events, associated with tropical systems, have been known to also bring power outages as substations and other critical power grid locations or equipment may be underwater or have limited access due to high water. Power outages can be deadly occurrences, especially during the summer and early fall heat that is seen during hurricane season in Texas. Critical facilities that are without power have their operations depreciated and are not able to provide potentially life-saving services. During the 2017 Hurricane Season, FEMA noted that they “faced challenges supplying limited temporary power generation capacity.”¹¹⁷ This highlights the need for states and local governments to have and invest in resilient power systems while also having an ability to provide temporary power resources. Without temporary power resources during a tropical weather event, lives will be put in danger and fuel capacity for individuals and first responders attempting to reach individuals in distress will be vulnerable. If fuel capacity is limited due to gas stations risk running low on fuel for personal and response vehicles, along with generators, evacuation and recovery for individuals is made much more difficult. With 18 percent of petroleum refineries in the United States located in Texas (as of 2015), impacts to the oil industry in the state are felt across the country through fuel capacity and availability factors.¹¹⁸

Impacts: According to the North American Electric Reliability Corporation, over 2 million customers’ power services were affected by Hurricane Harvey. Over 850 transmission structures were downed or damaged, over 6,200 distribution poles were also downed or damaged, and over 800 miles of transmission and distribution conductors had to be replaced. It was observed that over 90 substations were damaged and over 12,000 energy employees and contractors were utilized in

¹¹⁶ Frank Bajak and Lise Olsen, “Silent Spills: Environmental Damage from Hurricane Harvey is Just Beginning to Emerge,” *Houston Chronicle*, March 22, 2018, <https://www.chron.com/news/%20houston-weather/hurricaneharvey/article/Silent-Spills-Environmental-damage-from-12768677.php>

¹¹⁷ 2017 Hurricane Season FEMA After-Action Report 2018, Federal Emergency Management Agency, page iii, July 12, 2018, <https://www.fema.gov/media-library-data/15336432621956d1398339449ca85942538a1249d2ae9/2017FEMAHurricaneAARv20180730.pdf>

¹¹⁸ “State of Texas: Energy Sector Risk Profile,” United States Department of Energy, Page 4, accessed October 4, 2019, https://www.energy.gov/sites/prod/files/2015/06/f22/TX_Energy%20Sector%20Risk%20Profile.pdf

the restoration of Texas' power grid during the aftermath of Harvey.¹¹⁹ Due to the impacts of the hurricane, about 4.4 million barrels of oil had to be taken temporarily offline, roughly 25 percent of the national capacity.¹²⁰

Figure 2-30: Downed utility lines near Taft, Texas, during Hurricane Harvey.¹²¹



¹¹⁹ *Hurricane Harvey Event Analysis Report: March 2018*, North American Electric Reliability Cooperation, page VI, March 2018,

https://www.nerc.com/pa/rm/ea/Hurricane_Harvey_EAR_DL/NERC_Hurricane_Harvey_EAR_20180309.pdf

¹²⁰ Michael Webber, "How the Texas Energy Industry Should Move Forward After Hurricane Harvey," *University of Texas – UT News*, September 17, 2017,

<https://energy.utexas.edu/news/how-texas-energy-industry-should-move-forward-after-hurricane-harvey>

¹²¹ Photography by Eric Grat, *Associated Press*, August 31, 2018,

<https://www.dallasnews.com/business/energy/2018/08/31/how-much-will-texans-pay-for-electricity-grid-damage-from-hurricane-harvey-here-s-who-decides/>

2.8.5 SEVERE COASTAL AND RIVERINE FLOODING

Texas has been described as the state of severe droughts broken by occasional severe floods. While flooding effects the majority of communities throughout Texas, several types of flooding impact different areas of the state. While there are a variety of different terms used to categorize flooding in Texas, the state generally faces three general categories: storm surge or coastal flooding, riverine flooding, and stormwater flooding.¹²²

Figure 2-31: Riverine flooding along the Brazos River during the May 2015 Floods.¹²³



Storm surge is an abnormal rise in water levels in coastal areas over the regular tide due to storms' winds, waves, and low atmospheric pressure. Storm surge can begin to occur a few days before a tropical system even makes landfall. Extreme coastal flooding, or the inundating of land areas along the coast, can occur particularly when storm surge occurs during the regular high tide.^{124, 125} Further impacts may be seen if storm surge is combined with heavy participation creating compound flooding.¹²⁶ Compound flooding occurs when rainfall is prevented from flowing into

¹²² *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

¹²³ Photography by Roy Luck, May 2015, Richmond, Texas.

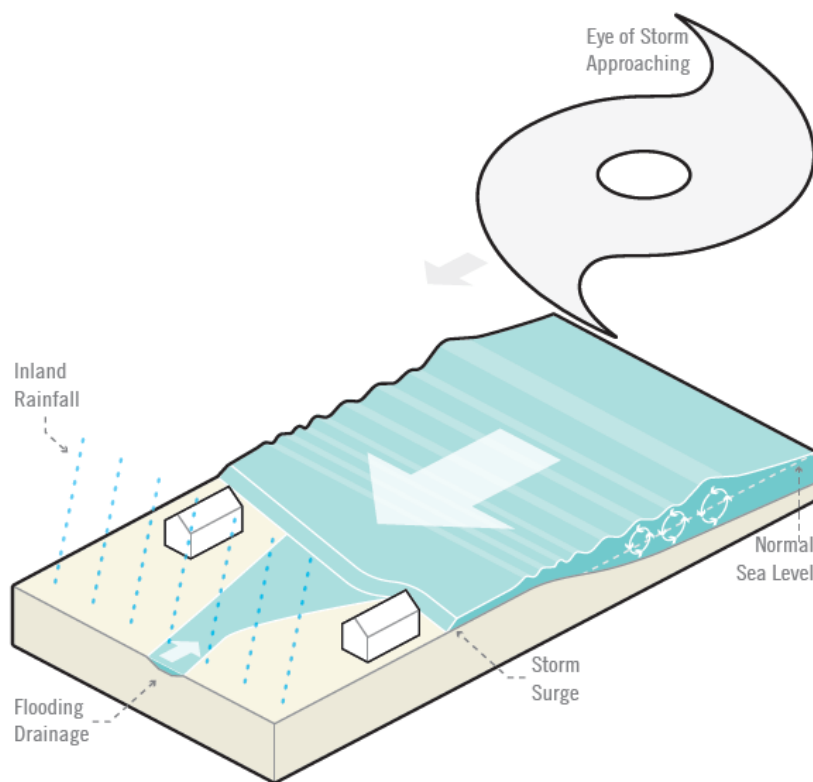
¹²⁴ "Severe Weather 101- Floods," The National Severe Storms Laboratory, accessed September 26, 2019, <https://www.nssl.noaa.gov/education/svrwx101/floods/types/>

¹²⁵ *State Flood Assessment, Report to the Legislature, 86th Legislative Session*, TWDB, January 2019, <http://www.texasfloodassessment.com/doc/State-Flood-Assessment-report-86th-Legislation.pdf>

¹²⁶ Thomas Wahl, Shaleen Jain, Jens Bender, Steven Meyers, "Increasing risk of compound flooding from storm surge and rainfall for major US cities," *ResearchGate*, accessed September 20, 2019, https://www.researchgate.net/publication/282535631_Increasing_risk_of_compound_flooding_from_storm_surge_and_rainfall_for_major_US_cities

the ocean during a storm surge, furthering inland flooding, or when extreme rainfall exasperates the effects of coastal flooding.¹²⁷

Figure 2-32: Storm Surge Explained¹²⁸



The SHMP describes riverine flooding, also known as fluvial flooding, as flooding that comes from water which has overtaken river banks, is localized, bears immediate impacts, and is also the most widely dispersed type of flooding in Texas. From 1996-2016, riverine flooding killed and injured more people than any other weather-related hazard in the state.

The Texas Water Development Board’s *State Flood Assessment* describes two types of riverine flooding—flash and slow rise flooding. Flash flooding may occur in any area where “rainfall intensity exceeds the infiltration capacity of the soil, causing rapid surface runoff,” whereas slow rise flooding occurs when a rain event upstream causes flooding further downstream where it was not raining.¹²⁹

¹²⁷ “What is Storm Surge?” Greater Houston Flood Mitigation Consortium, accessed September 26, 2019, <https://www.houstonconsortium.com/p/research-studies>

¹²⁸ Graphic by Greater Houston Flood Mitigation Consortium, <https://www.houstonconsortium.com/>

¹²⁹ http://www.twdb.texas.gov/publications/reports/special_legislative_reports/doc/State-Flood-Assessment-report-86th-Legislation.pdf?d=15025.9000000007823

Stormwater flooding, or urban flooding, occurs when local water drainage systems are overwhelmed with rainwater causing flood conditions. This effect is compounded by the increased impervious surfaces, such as asphalt and concrete, found in urban areas which increase the speed and volume of stormwater runoff.¹³⁰ While this type of flooding can be seen in rural areas, urban areas—by their definition—have more roads, residences, businesses, and other uses that increase the amount of impervious surface cover and thereby increase stormwater runoff. Implementing nature-based and green infrastructure flood mitigation projects are particularly effective in combatting urban flooding, as those interventions seek to mimic the flood mitigation services found in less developed areas. In addition, ensuring responsible floodplain and wetland management, while benefitting areas facing the threat of high winds and continued sea level rise, must be practiced for flood mitigation efforts.

The SHMP forecasts that from 2018-2023 the combination of severe coastal and riverine flooding will account for \$6,871,390,942 in property losses, \$247,575,854 in crop losses, 103 fatalities, and 1,918 injuries.

2.8.6 FEMA’S COMMUNITY LIFELINES FOR SEVERE COASTAL AND RIVERINE FLOODING

2.8.6.1 *Safety and Security*

Risks: In addition to the risks above in the hurricane, tropical storm, and depression section, the high and often fast-moving water accompanying flooding creates the potential for first responders to be injured during rescues and the potential for government services to be delayed or government facilities to sustain damages. This is particularly true for flash flood events or flooding during night; community members may not see water at night until it enters their vehicles or may not realize how quickly flood waters have risen, necessitating search and rescue operations that also put first responders at risk.¹³¹ Between 2005–2014, 3,256 swift water rescues were reported in 136 of Texas’s 254 counties; over half of these reported rescues were in counties in the Flash Flood Alley in Texas, reaching from Dallas to San Antonio.¹³²

¹³⁰ “Green Infrastructure,” United States Environmental Protection Agency, accessed October 4, 2019, <https://www.epa.gov/green-infrastructure/manage-flood-risk>

¹³¹ “Flood Safety,” City of Austin, Watershed Protection Department, accessed October 4, 2019, <http://www.austintexas.gov/department/flood-safety>

¹³² Vaidehi, Shah, Katie R.Kirsch, Cervantes, Diana Zane, Diana, Haywood, Tracy, and Horney, Jennifer, “Flash Flood Swift Water Rescues, Texas 2005-2014,” *Climate Risk Management*, accessed October 4, 2019, <https://www.sciencedirect.com/science/article/pii/S2212096316301139>

Figure 2-33: Texas Army National Guard members and local first responders saving individuals in Granbury, Texas, during the 2015 Floods.¹³³



Compounding this risk is potential debris in flood water that could injure the individual needing assistance or the first responders, leading to potentially more responders needing to save both injured individuals. City halls, correctional facilities, schools, community centers and other government resources can be flooded leading to school closures, city services halting, and correctional facilities damaged or needing to be evacuated.

Impacts: An increase in injuries, deaths, and closures are all potential consequences from flooding. During the 2015 flash flood along the Blanco river, a firefighter drowned after being swept away in flood waters trying to rescue individuals; in the city of San Marcos police cars washed away and a police station flooded in the same 2015 flood.¹³⁴ Two correctional facilities were evacuated during the 2016 Floods; approximately 2,600 inmates were evacuated due to a prison riot sparked by a power outage from the storm.¹³⁵ Furthermore, six people died during Hurricane Harvey when they were swept away during a boat rescue.¹³⁶

¹³³ Photography by First Lt. Max Perez.

¹³⁴ Drew Harwell, “Catastrophic Flooding Hits Texas and Oklahoma,” *Washington Post*, May 25, 2015, https://www.washingtonpost.com/business/economy/catastrophic-flooding-hits-texas-and-oklahoma/2015/05/25/0f86027e-02fb-11e5-a428-c984eb077d4e_story.html?noredirect=on

¹³⁵ Jon Herskovitz, “At Least 16 Killed in Texas Floods, Four Soldiers Bodies Found,” *Reuters*, June 3, 2016, <https://www.reuters.com/article/us-texas-flooding/at-least-16-killed-in-texas-floods-four-soldiers-bodies-found-idUSKCN0YP1OG>

¹³⁶ Sebastian Jonkman, Maartje Godfroy, Antonia Sebastian, Bas Kolen, “Loss of Life During Hurricane Harvey,” *Natural Hazards and Earth System Sciences*, April 19, 2018, <https://www.nat-hazards-earth-syst-sci.net/18/1073/2018/nhess-18-1073-2018.pdf>

2.8.6.2 Communications

Risks: While the SHMP does not mention the risks to communication infrastructure, flood waters have the potential to damage telephone, internet, and other communications infrastructure throughout the impacted communities, as was seen during the 2015 and 2016 Floods when cell phone and internet services were limited in areas such as the city of Wimberly.¹³⁷ These interruptions to telecommunications services can impede coordination of disaster response between first responders and emergency management coordinators, prevent those in harm's way from communicating with emergency response services, and have long-term economic impacts to residents, government, and businesses.

Impacts: The potential loss of telephone and internet services or power can limit resident's ability to seek help and for potential rescuers to find individuals in need or understand how many people need to be rescued and what their situation is. The consequences of these limitations can include injury or loss of life. Power outages were widespread during May 2015 flooding in North Texas; Dallas County saw 6,700 customers without power, while Collin, Tarrant, Denton counties saw 1,000, 1,600, and 181 customers without power respectively;¹³⁸ approximately 100,000 customers throughout Texas lost power during the 2015 floods.¹³⁹

¹³⁷ Jamie Thompson, "When the River Rises," *Texas Monthly*, May 2016, <https://features.texasmonthly.com/editorial/wimberley-floods-memorial-day-weekend-2015/>

¹³⁸ Shamar Walters, Alexander Smith, and Brinley Bruton, "Texas Floods: Scores Rescued as State Struggles with Record Rain," *NBC News*, May 29, 2019, <https://www.nbcnews.com/news/weather/texas-floods-dozens-rescued-state-struggles-record-rain-n366436>

¹³⁹ Kristen Hays and Amanda Orr, "Storms Kill 15 in Texas, Oklahoma; Houston Flooded," *Reuters*, May 25, 2015, <https://www.reuters.com/article/us-usa-storms/storms-kill-15-in-texas-oklahoma-houston-flooded-idUSKBN0OA19020150526>

Figure 2-34: Laredo, Texas, during 2010 Flooding.¹⁴⁰



The personal and economic loss from flooding is similar to that of hurricanes, tropical storms, and depressions, with individuals and families losing homes and communities losing businesses. During the 2015 flash floods along the Blanco river the city of Wimberly lost 350 homes.^{98, 141} The June Flood of 2019 in the Rio Grande Valley destroyed 1,188 homes and FEMA’s individual assistance cost are estimated at \$27.6 million.¹⁴² Further, the South Texas Floods in 2018 saw \$1.9 million in approved SBA loans for businesses to repair or replace disaster-damaged property.¹⁴³

¹⁴⁰ Photography by Texas Military Department.

¹⁴¹ “Causes and Consequences of the 2015 South Texas Floods in Texas,” University of Texas at San Antonio, January 2, 2019, <https://www.sciencedaily.com/releases/2018/01/180129085801.htm>

¹⁴² “Monday Night Madness: Great June Flood II in 2019 Strikes Willacy, Eastern Hidalgo, and Northwest Cameron on June 24th,” National Weather Service, accessed October 4, 2019, https://www.weather.gov/bro/2019event_june24flood

¹⁴³ “SBA Data: DR-4377 (2018 South Texas Floods). SBA TX-00500: Severe Storms and Flooding - Report 13304,” Small Business Administration to GLO, August 1, 2019.

Figure 2-35: Flooded homes in Wharton during the 2016 Floods.¹⁴⁴



2.8.6.3 Food, Water, Sheltering

Risks: Flooding—like hurricanes, tropical storms, and depressions—has the potential to close grocery stores, impair water quality, damage crops and shelters, and block evacuation routes with flood water or debris.

Grocery stores may close during flooding due to floodwater inundating stores, power outages, or major distribution centers and routes closed due to flooding. Restaurants also have the potential to close during flood events due to similar effects of flooding or if water quality becomes impaired or water is shut off completely. Crop losses not only include crops that were yet to be harvested, but losses from the delay of planting the next crops or the loss of nutrients in the soil producing lower quality crops.^{145,146}

Water quality may become impaired if water treatment plants are closed due to flooding as described above in the hurricane section, or debris, soil or silt overwhelm water treatment plants. Water quality in private wells may become impaired if wells are flooded or if a septic system near the well becomes flooded.¹⁴⁷

¹⁴⁴ Photography by 1st Lt Zachary West U.S. Army National Guard.

¹⁴⁵ Robert Ferris, “Texas Floods and Commodities: Farms Face ‘total loss for year,’” *CNBC*, May 29, 2015, <https://www.cnbc.com/2015/05/29/texas-floods-and-commodities-farms-face-total-loss-for-year.html>

¹⁴⁶ Schnell, Ronnie, Provin, Tony, Morgan, Gaylon. “Hurricane Harvey: Assessment of Flooded Soils and Cropland in Texas,” Texas A&M AgriLife Extension, accessed October 4, 2019, http://publications.tamu.edu/SOIL_CONSERVATION_NUTRIENTS/Soils_Assessment-of-HurricaneHarvey-Impact.pdf

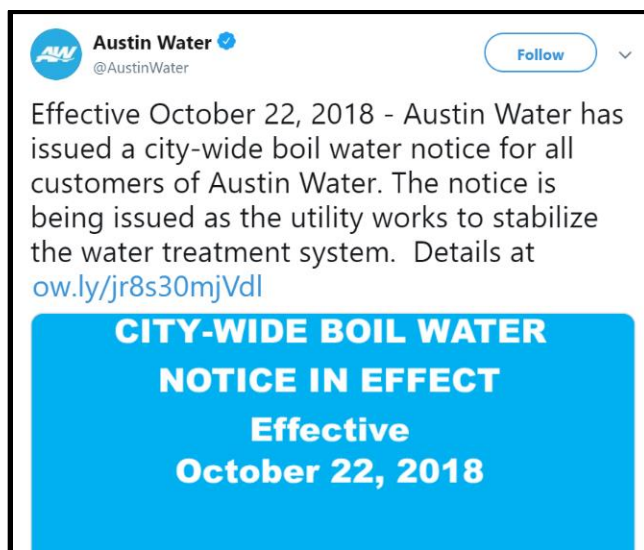
¹⁴⁷ “More Free Testing Available for Private Water Well Owners Affected by Hurricane Harvey,” *AgriLife Today*, December 7, 2017,

Additionally, flood waters can cause power outages at shelters not equipped with generators and flood shelters throughout the impacted areas. Floodwaters may also make it difficult for community members to reach shelters.

Impacts: During October 2018 flooding, the city of Austin experienced a boil water notice for 7 days after flooding in the Llano Rivers brought massive amounts of silt and debris into Lake Travis, the source of drinking water for the city;¹⁴⁸ approximately 880,000 Austin community members were impacted by this notice,¹⁴⁹ with approximately 40 Austin restaurants closing or having limited menu options.¹⁵⁰

Again, the consequences of not having access to shelters or crop losses can include economic losses for the community as well as increased injuries or death. There was \$14 million in crop losses due to the 2018 floods in Jim Wells County alone; this not only includes direct crop losses, but damage to agricultural buildings and equipment.¹⁵¹

Figure 2-36: City of Austin Water Department Twitter account, “city-wide boil water notice,” October 2018 Flooding.¹⁵²



<https://agriflifeextension.tamu.edu/blog/2017/12/07/free-testing-available-private-water-well-owners-affected-hurricane-harvey/>

¹⁴⁸ Matt Largey, “Austin Water Lifts Boil -Water Notice,” *KUT*, October 28, 2018, <https://www.kut.org/post/austin-water-lifts-boil-water-notice>

¹⁴⁹ Chase Hoffberger, “Austin Water Issues Boil Notice,” *Austin Chronicle*, October 23, 2018, <https://www.austinchronicle.com/daily/news/2018-10-23/austin-water-issues-boil-notice/>

¹⁵⁰ Nadia Chaudhury, “Austin Boil Water Notice Affects Local Restaurants,” *Eater Austin*, October 24, 2018, <https://austin.eater.com/2018/10/22/18008626/austin-boil-water-notice-restaurants-airport-floods>

¹⁵¹ Texas A&M AgriLife Extension- Jim Wells County email message to GLO, August 15, 2019.

¹⁵² “City-wide Boil Water Notice,” *Twitter*, City of Austin Water Department, October 22, 2019, <https://twitter.com/austinwater/status/1054279799718461440>

2.8.6.4 Transportation

Risks: Flooding impacts have caused delays, damages, and fatalities on Texas' transportation network. The SHMP notes that almost all deaths from flash flooding occur when drivers enter low water crossings during flood events, pointing to the need for mitigation measures to be taken at these locations to protect human life. While campaigns such as the Turn Around Don't Drown campaign, developed by the Texas Flash Flood Coalition, is highly recognizable and successful in reinforcing its message, more must be done to mitigate the effects of flood related fatalities on Texas' roads. Exploring the impacts of protective barriers on roadways at low water crossings to prevent motorists from driving through moving water is one mitigation strategy that is presented in the SHMP.

Local capital improvement plans can be used to identify opportunities for public works crews to mitigate roadway infrastructure from flood damage. It is important that both inland and coastal communities identify transportation infrastructure that is vulnerable to flooding as waters may take days to dissipate and cause delays to recreation and commercial business travel. Significant roadway infrastructure may also be especially undermined and damaged along river banks, compounded by soil erosion, as Texas suffers approximately 400 floods annually.¹⁵³ These floods can be much more damaging to aging transportation infrastructure, especially infrastructure such as bridges which are often seen directly over rivers and have their integrity based in the soil which may become saturated to a point where stability comes into question. Throughout Texas, there are approximately 54,100 bridges (vehicle and non-vehicle) which represent almost 9 percent of the nation's total bridge infrastructure.¹⁵⁴

Impacts: About 75 percent of the state's flood-related deaths occur in vehicles that travel Texas roads.¹⁵⁵ As little as 6 inches of water can float away vehicles driving through flood waters—drivers should never attempt to cross a flooded roadway. Throughout the entire year of 2015, 25 vehicle-related flooding fatalities occurred in Texas that accounted for 22 percent of all flood-induced vehicle deaths for the United States.¹⁵⁶

Further, transportation infrastructure damage caused by flooding is prevalent during such events. During the 2015 Memorial Day floods, the Fischer Store Road Bridge, located west of Wimberley

¹⁵³ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 422, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

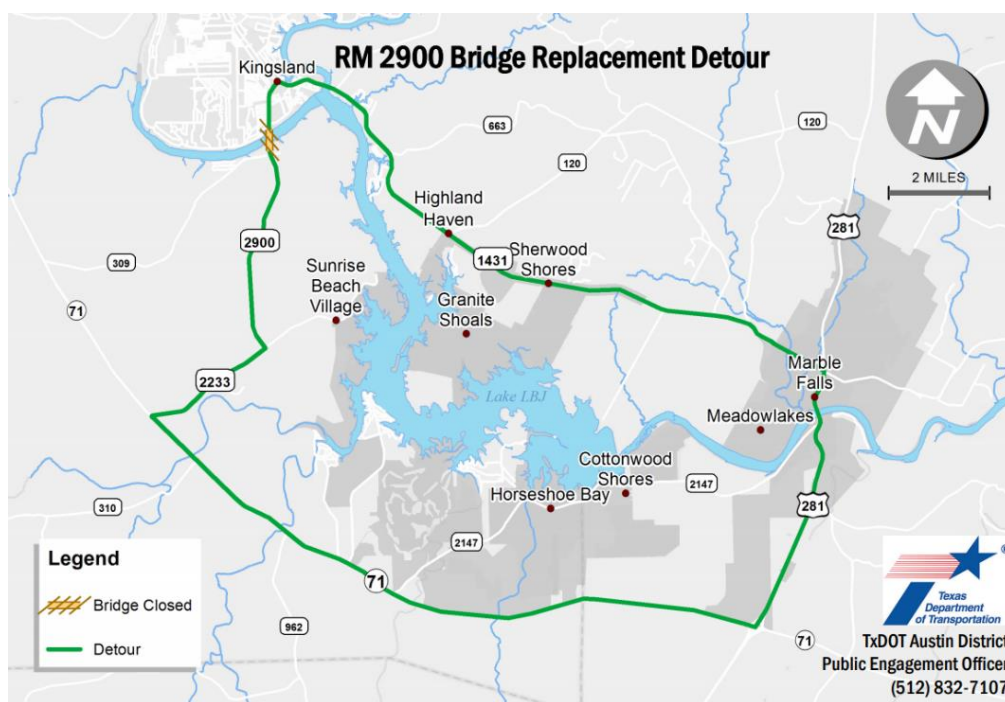
¹⁵⁴ "Homeland Infrastructure Foundation-Level Data (National Bridge Inventory)," United States Department of Homeland Security, accessed, October 4, 2019, <https://hifld-geoplatform.opendata.arcgis.com/datasets/national-bridge-inventory-nbi-bridges>

¹⁵⁵ "Flood Safety," City of Austin Watershed Protection Department, accessed October 4, 2019, <http://www.austintexas.gov/departments/flood-safety>

¹⁵⁶ "Turn around Don't Drown," City of Houston Police Department, accessed October, 4 2019, https://www.houstontx.gov/police/pdfs/brochures/english/turn_around_dont_drown.pdf

and directly over the Blanco River, was destroyed by flood waters.¹⁵⁷ This 2015 flood event also saw the Blanco River overtake a portion of the heavily trafficked Interstate 35 corridor, just north of San Marcos, as all lanes remained closed until waters receded.¹⁵⁸ During the 2016 Flooding events, a major economic business disruption occurred due to the closure of Interstate 10 along the Texas-Louisiana border, creating lengthy delays and the loss of a major transportation corridor.¹⁵⁹ When, in October 2018, flood waters rose levels of the Llano River to dangerous heights not seen since 1935, dramatic footage of the RM 2900 bridge collapse in Kingsland was widely shared on social media and brought to light the dangerous power flood waters can bring to transportation infrastructure. As a result of the RM 2900 bridge collapse, local community members had to travel an additional 45 minutes to navigate the 36-mile detour. This lasted from the time of the bridge collapse in October 2018 until the bridge was rebuilt and opened for public use in May 2019.¹⁶⁰

Figure 2-37: Collapsed RM 2900 Bridge Detour Map, October 2018 Llano River Flood¹⁶¹



¹⁵⁷ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 40, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

¹⁵⁸ “2015 Memorial Day Weekend Flooding,” National Weather Service, page 15, accessed October 4, 2019, <https://www.weather.gov/media/ewx/wxevents/ewx-20150524.pdf>

¹⁵⁹ “Floods,” GLO, accessed October 4, 2019, <http://www.glo.texas.gov/recovery/disasters/floods/index.html>

¹⁶⁰ Fred Cantu, “Highland Lakes celebrate return of washed out RM 2900 Kingsland Bridge,” *CBS Austin*, May 24, 2019, <https://cbsaustin.com/news/local/kingsland-rm-2900-bridge-set-to-open-today>

¹⁶¹ “RM 2900 Bridge Replacement Detour,” Texas Department of Transportation, accessed October 4, 2019, <http://ftp.dot.state.tx.us/pub/txdot/get-involved/aus/rm2900/111318-detour.pdf>



2.8.6.5 *Health and Medical*

Risks: Floodwaters often contain infectious organisms, including intestinal bacteria, Hepatitis A Virus, and agents of typhoid, paratyphoid, and tetanus.¹⁶² Flooding events can cause contamination of public drinking water supplies and can lead to “boil water” notices if the drinking water has been found unsafe to consume. Food that has come into contact with floodwaters may also be unsafe to eat and may lead to health and medical concerns due to the fact that debris, sewage, oil, chemical waste, and other contaminants could have had contact with food or other items people have direct contact with. Public health concerns surrounding food and water consumption due to flooding must be followed with great care, as access to grocery stores, restaurants, and shelters may not be safe. Wildlife may be pushed to higher ground and pose a threat to the safety of humans with standing flood waters also becoming a breeding ground for mosquitoes which can then spread diseases and other potential medical concerns.

Individuals who are wading through floodwaters to either evacuate, find resources, or seek help face the potential of encountering debris which may not be visible under the water which can cause injury. Flooding can also pose health and medical risks when water infiltrates sewage facilities, as people and the environment are then also exposed to dangerous microbes and harmful bacteria.

Impacts: In April and May of 2016, 16.5 inches of rain caused the Brazos River to flood its banks, bringing flood-related devastation onto the surrounding counties. According to the Centers for Disease Control and Prevention, the floodwaters brought snakes, insects, and debris, killed six people, and led to more than 300 water rescues, hundreds of displaced persons, and the evacuation of two prisons in southeast Texas.¹⁶³ The SHMP documents that from 1996-2016, riverine flooding killed more than any other hazard during that same time period throughout Texas.¹⁶⁴ Therefore, medical resources and fatality management during and after flooding events must be managed and conducted respectfully and effectively.

2.8.6.6 *Hazardous Material (Management)*

Risks: Floodwaters may be contaminated by agricultural or industrial chemicals, or by hazardous materials. Flood cleanup response crews who must work near flooded industrial, chemical, waste, or polluted sites may also be exposed to hazardous materials that have contaminated the floodwater. This material may be difficult to see, as certain contaminants dissolve in water. Although different chemicals and other hazardous waste material cause different health effects, the signs and symptoms most frequently associated with hazardous material contact are headaches,

¹⁶² “Flood Cleanup,” United States Department of Labor, accessed October 4, 2019, <https://www.osha.gov/OshDoc/floodCleanup.html>

¹⁶³ “Flooding in Texas,” Centers for Disease Control and Prevention, accessed October 4, 2019, <https://www.cdc.gov/cpr/readiness/stories/tx.htm>

¹⁶⁴ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 93, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>



skin rashes, dizziness, nausea, excitability, weakness, and fatigue.¹⁶⁵ Floodwaters have the strength to move and/or bury hazardous waste and chemical containers far from their normal storage places as well. Downstream locations must be aware and stay alert if an upstream hazardous material facility is inundated by floodwaters.

Impacts: Floodwaters were the main culprit of devastation during Hurricane Harvey, as the highest rainfall total amount reached 60.54 inches near Groves, adjacent to the Texas-Louisiana border. This is important to note because there are eight POL (Petroleum, Oil, and Lubricants) Pumping Stations—facilities that support the transportation of petroleum products from one location to another through transmission pipelines—within 15 miles of Groves.¹⁶⁶ This makes this location one of the most concentrated in the United States. If infrastructure related to these stations is damaged due to flooding, large amounts of crude oil product could leak into local communities and damage homes and businesses. The locations of hazardous material sites, specifically Superfund sites, are vulnerable to disrupting human and natural health if these sites are flooded. A Superfund site is land that is contaminated by hazardous waste and identified by the EPA as a candidate for cleanup because it poses a risk to human health or the environment. During the massive rains and flooding of Hurricane Harvey, 13 Superfund sites were flooded—11 inaccessible by response personnel due to flooded roadways and limited access points to these sites.¹⁶⁷ The 13 sites that were affected during the flooding event of Harvey were locations that were home to industrial waste from petrochemical companies, acid compounds, solvents, and pesticides.

The U.S. Oil Recovery Superfund location, which is the site of a former processing plant for petroleum waste located in Pasadena, was reported to have three large tanks completely submerged. These tanks were used to potentially store hazardous waste and the site was contaminated with potentially deadly chemicals. It is unknown how much material leaked from the tanks.¹⁶⁸

¹⁶⁵ “Flood Cleanup,” United States Department of Labor, accessed October 4, 2019, https://www.osha.gov/OshDoc/data_Hurricane_Facts/floodcleanup.html

¹⁶⁶ “Homeland Infrastructure Foundation-Level Data (POL Pumping Stations),” United States Department of Homeland Security, accessed October 4, 2019, <https://hifld-geoplatform.opendata.arcgis.com/datasets/pol-pumping-stations>

¹⁶⁷ Richard Valdmanis and Timothy Gardner, “Harvey floods or damages 13 Texas Superfund sites – EPA,” *Reuters*, September 2, 2017, <https://www.reuters.com/article/storm-harvey-superfund/harvey-floods-or-damages-13-texas-superfund-sites-epa-idINKCN1BE03P>

¹⁶⁸ “Mysterious, 'potentially hazardous' material removed from waste sites in Texas, but EPA won't say from where,” *Dallas Morning News*, September 23, 2017, <https://www.dallasnews.com/news/texas/2017/09/24/mysterious-potentially-hazardous-material-removed-from-waste-sites-in-texas-but-epa-won-t-say-from-where/>



2.8.6.7 Energy (Power & Fuel)

Risks: Flooding events can bring wide-spread damage that can quickly impair local power grids. Floodwaters can down powerlines, limit access to gas and other fueling stations, and harm temporary power sources that are not properly protected. Overhead and underground electrical equipment can also be impacted by floodwaters. Substations, if inundated by floodwaters, often shut down to prevent major damage to high cost transformers, capacitors, switches, or other equipment. Texas has the most electric substations in the United States—4,208 electric substations in all. The next highest total California, with only 3,242.¹⁶⁹

The return of electrical power after a flood can vary by flooding event and the damages caused by excess water. Restoration of power can be delayed for hours, days, or weeks depending on how long it takes the floodwaters to recede and the extent of damages. Estimating how long power may be out can also be difficult to predict if transportation corridors are impacted. Given the important of restoring power, energy providers may be inclined to come up with unique ways to restore service to their customers. From mobile substations to amphibious bucket trucks, restoration efforts must be able to adapt to the extent of each flooding event.¹⁷⁰

According to the Department of Homeland Security, Texas is home to 31 oil refineries, accounting for nearly 20 percent of the nation's total; damage to these facilities during a flooding event can cause a rise in gas prices and other goods, impacting the national economy.¹⁷¹

Impacts: Due to large amounts of rain during the months of May and June of 2015, portions of East Texas succumbed to torrential flooding conditions. The waters and tributaries of the Trinity River within portions of Liberty County experienced severe flooding for several weeks. The persistent high floodwater levels led to dangerous and hazardous conditions that made it unsafe for crews with the Sam Houston Electric Cooperative to restore power to nearly 100 power meters in Liberty County that were along the Trinity River. Due to high floodwaters, restoration of power was nearly impossible from the ground. Crews had to access the flooded areas of the lower Trinity River by boat and, days later, aerial support had to be brought in to help identify if the Electric Cooperative could make further attempts to restore power back to several customers.¹⁷²

¹⁶⁹ "Homeland Infrastructure Foundation-Level Data (Electric Substations)," United States Department of Homeland Security, September 2, 2019,

<https://hifld-geoplatform.opendata.arcgis.com/datasets/electric-substations>

¹⁷⁰ "2017 State of the Grid," Electric Reliability Council of Texas, page 11, 2017,

http://www.ercot.com/content/wcm/lists/144926/ERCOT_2017_State_of_the_Grid_Report.pdf

¹⁷¹ "Homeland Infrastructure Foundation-Level Data (Oil Refineries)," United States Department of Homeland Security, accessed October 4, 2019,

<https://hifld-geoplatform.opendata.arcgis.com/datasets/oil-refineries>

¹⁷² "Heavy Rains Causing Severe Flooding, Power Outages in Liberty County," Sam Houston Electric Cooperative, accessed October 4, 2019,

<https://www.samhouston.net/news/heavy-rains-causing-severe-flooding-power-outages-in-liberty-county>

2.8.7 DROUGHT

The SHMP explains that drought is the consequence of a natural reduction in the amount of precipitation expected for a given area or region over an extended period of time, usually a season or more in length. Drought can occur anywhere in the state of Texas. Property damage from the contracting expansive soils is included in the drought-loss assessments as presented in the SHMP. The following description of drought measures comes from NOAA's National Centers for Environmental Information article, "DROUGHT: Degrees of Drought Reveal the True Picture."¹⁷³ It explains the measures of drought from the United States Drought Monitor (USDM). The USDM's drought intensity scale is composed of five different levels:

- D0: abnormally dry, corresponds to an area experiencing short-term dryness that is typical with the onset of drought. This type of dryness can slow crop growth and elevate fire risk to above average. This level also refers to areas coming out of drought, which have lingering water deficits and pastures or crops that have not fully recovered.
- D1: moderate drought, corresponds to an area where damage to crops and pastures can be expected and where fire risk is high, while stream, reservoir, or well levels are low.
- D2: severe drought, corresponds to an area where crop or pasture losses are likely, fire risk is very high, water shortages are common, and water restrictions are typically voluntary or mandated.
- D3: extreme drought, corresponds to an area where major crop and pasture losses are common, fire risk is extreme, and widespread water shortages can be expected requiring usage restrictions.
- D4: exceptional drought, corresponds to an area experiencing extraordinary and widespread crop and pasture losses, fire risk, and water shortages that result in water emergencies.

There are generally four main types of drought: Meteorological, Agricultural, Hydrological, and Socioeconomic. The Texas Water Development Board provides a description of each:

- Meteorological drought—begins with a period of abnormally dry weather resulting in less than the long-term average rainfall for that period. It does not necessarily impact water supply.
- Agricultural drought—often follows or coincides with meteorological drought and can appear suddenly and cause rapid impacts to agriculture. It reduces soil moisture,

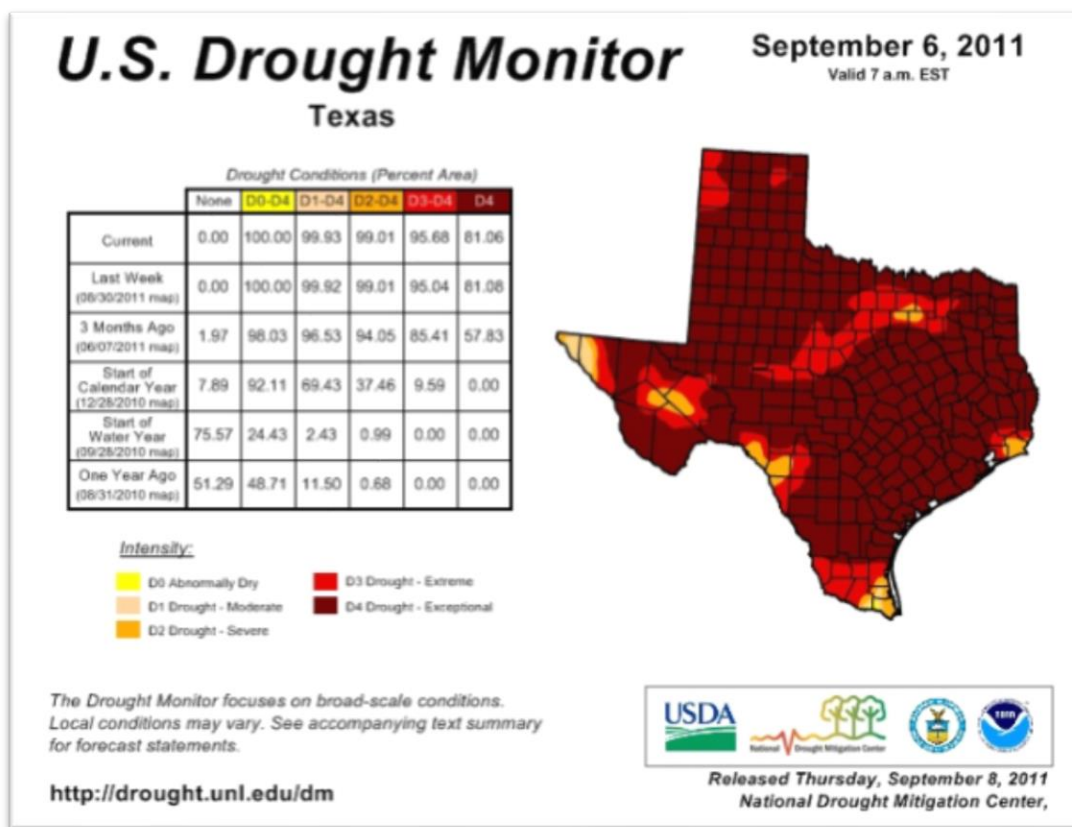
¹⁷³ "DROUGHT: Degrees of Drought Reveal the True Picture," NOAA, accessed October 4, 2019, <https://www.ncdc.noaa.gov/news/drought-degrees-drought-reveal-true-picture>

which decreases crop or range production, and increases irrigation demands. It often leads to drought disaster declarations and in many cases is an indicator of an impending hydrological drought.

- Hydrological drought—a period of below-average streamflow and water volume in aquifers and reservoirs, resulting in reduced water supplies.
- Socioeconomic drought—occurs when physical water needs affect the health, safety, and quality of life of the general public or when the drought affects the supply and demand of an economic product.¹⁷⁴

At the peak of the 2011 drought, a little over 80 percent of Texas was under D4 drought severity, as seen in the following figure and attributed to the USDM.

Figure 2-38: September 6, 2011, U.S. Drought Monitor¹⁷⁵



¹⁷⁴ Chapter 3- Water for Texas 2017 State Water Plan Texas Water Development Board, Texas Water Development Board, page 32, accessed October 4, 2019,

<https://www.twdb.texas.gov/waterplanning/swp/2017/chapters/03-SWP17-DROUGHT.pdf>

¹⁷⁵ “Wild Facts About the Texas Drought,” *Live Science*, September 9, 2011,

<https://www.livescience.com/15990-texas-drought-wildfire-facts.html>



2.8.8 FEMA'S COMMUNITY LIFELINES FOR DROUGHT

2.8.8.1 *Safety and Security*

Risks: Droughts pose a unique challenge to first responders and government services. Unlike risks associated with flooding or hurricanes, tropical storms or depressions, the effects of droughts can occur over a significant period of time and may go unnoticed until there is obvious damage. Droughts have the potential to cause foundations to fracture; local governments, especially smaller or more rural communities, may face a significant financial investment when city halls' or critical government buildings' foundations crack—this is also true for local homes and businesses. If communities do not have the funds to fix these structural issues this may lead to further damage over time such as cracked water pipes or damaged heating and air conditioning systems. Additionally, the SHMP speaks to dust storms that may accompany prolonged droughts.¹⁷⁶ This may lead to first responders unable to travel to impacted areas due to dangerous travel conditions with limited visibility.

Impacts: The potential for damage to government buildings from cracked foundations, and the potential for first responders to not reach individuals in need may lead to the consequences of increased injury or loss of life, and financial losses. In 2012 a dust storm, or a haboob, engulfed much of the South Plains, resulting in limited to zero visibility in the impacted areas. These conditions led to a 25-vehicle pileup with 1 fatality and at least 17 individuals sustaining injuries.¹⁷⁷

2.8.8.2 *Communications*

Risks: Limited visibility associated with dust storms accompanying droughts limit not only local officials' ability to assess current conditions or reach community members in need, but also community members ability to understand what situation they are in. Droughts are also often accompanied by high heat. High heat and drought could lead to power outages throughout the impacted community creating the potential for individuals to lose access to the telephone, internet service, or power.¹⁷⁸

Droughts have the potential to cause substantial economic losses particularly in the agricultural industry through a lack of available water for irrigation and supplying livestock. This impacts a variety of crops such as rice that depend on large releases of water from the lower Colorado River, as well as less water-intensive crops such as corn and cotton.

¹⁷⁶ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 37, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

¹⁷⁷ "NWS Lubbock, TX, December 19th high winds and dust storm," National Weather Service, NOAA, <https://www.weather.gov/lub/events-2012-20121219-dust>

¹⁷⁸ "Incident Action Checklist–Drought," Office of Water, United States Environmental Protection Agency, January 2015, https://www.epa.gov/sites/production/files/2015-06/documents/drought_0.pdf

In addition to the immense agricultural risk, homes and businesses are at risk as well. Home and business foundations may crack during drought and are susceptible to the risks of wildfires. A variety of businesses also rely on water to function. Local restaurants may need to close due to the lack of water necessary for cooking or preparing food.

Impacts: The consequences to individuals or first responders losing internet or telephone capabilities, or community members' inability to reach safety, include injuries, death, and financial loss. The 2011 drought in Texas accounted for more than \$7.6 billion in agricultural losses.¹⁷⁹ This number includes \$3.23 billion in livestock losses, \$750 million in lost hay, \$2.2 billion in cotton crop loss, \$736 million in corn crop loss, \$314 million in wheat crop loss, and \$385 million in sorghum crop loss.¹⁸⁰ A specific example of the agricultural impacts during the 2011 drought is the effect on rice farmers. During the drought, rice farmers could not get enough water because they depend on reservoirs that became dry and then officials made the decision to not release irrigation water to rice farmers.¹⁸¹ This led to not only crop losses for 2011, but in future years as well. In 2011, Matagorda County planted about 22,000 acres of rice. But without water in 2012, that number fell to 2,100 acres.⁵⁹ Further, approximately 3,000 homes were damaged due to the 2011 drought.¹⁸²

2.8.8.3 Food, Water, Sheltering

Risks: Prolonged drought conditions have the potential to stretch already limited water sources throughout the state to irrigate crops or provide water to livestock. Identical to the risks in the Communications lifeline above, limited water supplies can lead to a loss of current and future crop production, loss of revenue for industries associated with agriculture production, and increased mental health issues for farmers who are impacted by drought.

A lack of water is the crucial issue associated with droughts. During extreme or prolonged droughts entire communities may run out of water for drinking, irrigation, and all other uses. Water quality may also degrade due to drought—the high temperatures associated with drought may lower levels of dissolved oxygen in waterways harming fish and other aquatic animals that contribute to the health of local streams and water ways. Additionally, as droughts persist, coastal aquifers that are

¹⁷⁹ Blair Fannin, "Updated 2011 Texas Agricultural Drought Losses Total \$7.62 billion," *AgriLife Today*, Texas A&M AgriLife, March 21, 2012,

<https://today.agrilife.org/2012/03/21/updated-2011-texas-agricultural-drought-losses-total-7-62-billion/>

¹⁸⁰ Terrence Henry, "Agricultural Losses from Drought Top \$7 Billion," *State Impact*, NPR, March 21, 2012,

<https://stateimpact.npr.org/texas/2012/03/21/agricultural-losses-from-drought-top-7-billion/>

¹⁸¹ Nathan Koppel, "Texas Rice Farmers Lose Their Water," *Wall Street Journal*, March 2, 2012,

<https://www.wsj.com/articles/SB10001424052970204571404577257663909299488>

¹⁸² Chris Amico, Danny DeBelius, Terrence Henry, and Matt Stiles, "State Impact Texas Drought," *NPR*, accessed October 2, 2019,

<https://stateimpact.npr.org/texas/drought/>

relied on for drinking water and irrigation do not recharge as fast leading to infiltration of salt water into those freshwater supplies.¹⁸³

Figure 2-39: The Blanco River during the 2011 drought. The Blanco River supplies water to nearby communities and ranches.¹⁸⁴



Drought conditions pose a significant risk to agriculture throughout the state of Texas and test the structural integrity of shelters. Similar to damage that city halls or other buildings may sustain, there is the potential for foundations to crack or for shelters to sustain other structural damage due to drought conditions. This not only poses a financial risk to local communities but may also lead to heat and water systems failing or malfunctioning during other hazards such as during an extreme heat event.

Impacts: A loss of water, crops, and shelters can lead to financial consequences and an increase in injuries and loss of life. During the 2011-2014 drought a number of communities were almost completely out of water. Public entities are required to report to the Texas Commission on Environmental Quality (TCEQ) if they think that their community will run out of water in the next 180 days. During the 2011–2014 drought, there were over 110 public water systems on the 180-

¹⁸³“Texas Aquifers,” Texas Water Development Board, accessed October 4, 2019, <http://www.twdb.texas.gov/groundwater/aquifer/index.asp>

¹⁸⁴ Photo by Earl McGehee, Blanco County, Texas.

day list. The highest number of public water systems on the 180-day list at one time was 58 (November 2014 and February 2015).¹⁸⁶

The SHMP states that drought or abnormal dryness is forecasted to cause at least \$3.86 billion in crop losses with \$3.1 billion of these losses in the Texas Panhandle.¹⁸⁵ In looking at past events, such as the 2011 drought in Texas that led to over \$7 billion just in agricultural losses, this projected number is conservative.

If a prolonged drought is accompanied by extreme heat, community members may need to seek shelter; however, drought conditions can damage air conditioning systems or a shelter's foundation, leading to the closure of the shelter and reduction in sheltering options. The consequences of limited shelters may be increased injuries or deaths if community members have no or limited options to seek shelter from the heat or other hazard.

Figure 2-40: Texas corn crops during 2013 severe drought conditions.¹⁸⁶



¹⁸⁵ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 5, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

¹⁸⁶ Photo by Bob Nichols, United States Department of Agriculture.

2.8.8.4 *Transportation*

Risks: Drought conditions have a limited effect on port and waterway transportation operations along the Texas coast, but can affect ground commercial and recreational transportation throughout the state. Drought can cause the contraction and expansion of surface pavement, road beds, and buried utilities along Texas roads that may be damaged more easily by the use of heavy vehicle traffic in urban and suburban areas.¹⁸⁷ If transportation-related infrastructure such as pavements and other surface materials are in unsuitable conditions due to the contraction and expansion of soil and infrastructure-related elements caused by drought, such infrastructure may not be safe for travel or use without causing damage to vehicles or by putting people in danger. The SHMP notes that when bridges, highways, streets, and parking lots are built on expansive soils such as clay, they are especially vulnerable to damage during drought conditions.

Impacts: While areas throughout Texas are impacted by expansive soils, these areas are usually scarcely populated while others, especially those along the Interstate 35 Corridor, contain some of the fastest-growing and most populated jurisdictions in Texas. The SHMP notes that the cities of Austin and Dallas were among the top 10 in the country with the largest population growth; both are located along Interstate 35. The smaller cities of New Braunfels and Georgetown, and Frisco near Dallas, are listed among the top 10 fastest-growing smaller cities in the same report.¹⁸⁸ To accommodate this growth, roadway systems must be built on vulnerable soil conditions at high risk during severe droughts.

2.8.8.5 *Health and Medical*

Risks: If, due to drought conditions, water utilities are either challenged or unavailable to deliver sufficient service and clean water to hospitals and other medical providers, loss of life could be a consequence. Broad-based healthcare emergency services such as firefighting, nursing, rehabilitation clinics, and other forms of health and medical services rely on water for systems that support patient care and general building and facility operations. Further examples that rely on the availability of water are water-based treatments, fire suppression, and the decontamination of potential biomedical hazardous materials. Costly, and potentially dangerous, patient movement may be required if a drought-stricken area is not able to provide water to local healthcare and medical facilities. Drought has also been known to cause a rise in public health advisories, as dust

¹⁸⁷ *Central Texas Extreme Weather and Climate Change Vulnerability Assessment of Regional Transportation Infrastructure*, City of Austin and Capitol Area Metropolitan Planning Organization, January 2015, https://austintexas.gov/sites/default/files/files/CAMPO_Extreme_Weather_Vulnerability_Assessment_FINAL.pdf

¹⁸⁸ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 249, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>



clouds caused by a lack of rain can cause an illness known as “dust pneumonia” and other respiratory illness due to bad air quality.¹⁸⁹

Impacts: In arid regions of Texas, such as the Panhandle and the western portion of the state, drought conditions can have a large effect on the health of the population. Lung and respiratory illnesses increase as air quality suffers, with particulate matter able to travel more easily which can irritate the throat and lungs while making breathing difficult, especially to those with asthma. According to the Environmental Defense Fund, over 2 million people in Texas have asthma, including every 1 in 13 adults and every 1 in 11 children.¹⁹⁰

2.8.8.6 *Hazardous Material (Management)*

Risks: The United States Department of Homeland Security notes that “Food, paper, chemicals, refined petroleum, and primary metal manufacturers all use large amounts of water.”¹⁹¹ Throughout the production process of these materials, waste is generated and must be both handled and disposed of in a safe and legal manner. If drought has limited the ability for the production of specific products to be created, hazardous waste produced by such forms of industrial production may not be able to be handled and or cleaned in the most efficient way possible. If a drought-stricken area has hazardous particulate matter on the surface of the ground, from an industrial or natural event, a lack of rain could allow winds to pick up and move these particulates over a more widespread area.¹⁹²

Impacts: The driest recorded year in Texas was 2011. During this time, drought devastated the state causing shortages in drinking water, and both economic and agricultural losses. The 2011 drought also caused considerable damage to infrastructure including sewer lines, roads, and other transport mediums that carry hazardous waste and hazmat material.¹⁹³ While no leaks or spills were reported as a result of the 2011 drought, there was a heightened risk of hazardous material outflow into our environmental systems.

¹⁸⁹ “Drought Impacts to Critical Infrastructure,” United States Department of Homeland Security, page 10, April 30, 2015, https://content.govdelivery.com/attachments/USDHSFACIR/2015/04/30/file_attachments/386534/Drought+Impacts+to+Critical+Infrastructure.pdf

¹⁹⁰ “Asthma in Texas,” Environmental Defense Fund, August 1, 2016, <http://blogs.edf.org/texascleanairmatters/2016/08/01/asthma-in-texas/>

¹⁹¹ “Drought Impacts to Critical Infrastructure,” United States Department of Homeland Security, page 10, April 30, 2015, https://content.govdelivery.com/attachments/USDHSFACIR/2015/04/30/file_attachments/386534/Drought+Impacts+to+Critical+Infrastructure.pdf

¹⁹² Ibid.

¹⁹³ Behni Bolhassani, “The 2011 Texas Drought: Its Impacts and Implications,” *Texas Water Policy*, January 23, 2015, <http://www.texaswaterpolicy.com/blog/2015/1/23/the-2011-texas-drought-its-impacts-and-implications>

2.8.8.7 *Energy (Power & Fuel)*

Risks: The availability of water is a key component for the operations of power plants and energy production systems throughout Texas. Droughts can impact all forms of energy production, as water is required throughout the production process, from cooling to cleaning, to generating steam. Water is also essential in cultivating crop resources for biofuels, turbine power, and the extraction of raw materials to fuel production of multiple energy forms.¹⁹⁴ Because of the interconnection of water availability and the production of power, droughts can lead to blackouts and brownouts that can affect a wide range of critical functions.

Impacts: The United States Department of Energy’s Argonne National Laboratory noted in a study that severe drought could lead to the Texas Gulf Coast Basin losing 25 percent of its energy production.¹⁹⁵ This is due to that region’s dependence on water for the cooling of local fossil-fuel resourced power plants. A severe drought could lead to power failures, gas shortages, and critical support function deficiencies; it would also place an economic burden on the state and especially those Gulf Coast communities that support these plants and are home to their staff.

¹⁹⁴ “Drought Impacts to Critical Infrastructure,” United States Department of Homeland Security, page 8, April 30, 2015, https://content.govdelivery.com/attachments/USDHSFACIR/2015/04/30/file_attachments/386534/Drought+Impacts+to+Critical+Infrastructure.pdf

¹⁹⁵ C.B. Harto, Y.E. Yan, Y.K. Demissie, D. Elcock, V.C. Tidwell, K. Hallett, J. Machnick, and M.S. Wigmosta, *Analysis of Drought Impacts on Electricity Production in the Western and Texas Interconnections of the United States*, Argonne National Laboratory, December 2011, <https://www.osti.gov/biblio/1035461-analysis-drought-impacts-electricity-production-western-texas-interconnections-united-states>

2.8.9 HAILSTORMS

According to the SHMP, hailstorms can happen anywhere throughout Texas. Being a form of solid precipitation, hail consists of balls or irregular lumps of ice, each of which is called a hailstone. Hailstones usually measure between 5 millimeters (0.2 inches) and 15 centimeters (6 inches) in diameter and are generally associated with thunderstorms. Hail formation requires environments of strong, upward motion of air, like tornadoes, and freezing temperatures at lower altitudes. In the mid-latitudes, hail forms near the interiors of continents; in the tropics, it tends to be confined to high elevations.

Figure 2-41: Hail Sizes by Inches¹⁹⁶

| Estimating Size of Hail | |
|-------------------------|-------------|
| Pea | 0.25 inch |
| Penny or Dime | 0.75 inch |
| Quarter | 1.00 inch |
| Half Dollar | 1.25 inches |
| Golf Ball | 1.75 inches |
| Tennis Ball | 2.50 inches |
| Baseball | 2.75 inches |
| Grapefruit | 4.00 inches |

As described in the SHMP, hailstones form by colliding with supercooled water drops. Supercooled water will freeze on contact with ice crystals, frozen raindrops, dust, or some other nuclei. The storm's updraft then blows the forming hailstones up the cloud. As the hailstone ascends, it passes into areas of the cloud where the concentration of humidity and supercooled water droplets varies. When the hailstone moves into an area with a high concentration of water

¹⁹⁶ "Estimating Hail Size," National Weather Service, NOAA, accessed October 4, 2019, <https://www.weather.gov/boi/hailsiz>

droplets, it captures the latter and acquires a translucent layer. Should the hailstone move into an area where mostly water vapor is available, it acquires a layer of opaque white ice.

The hailstone will keep rising in the thunderstorm until its mass can no longer be supported by the updraft; it then falls toward the ground while continuing to grow, based on the same processes, until it leaves the cloud. It will later begin to melt as it passes into air that is an above-freezing temperature.¹⁹⁷ The SHMP notes that from 2018–2023, it is forecasted that hailstorm events will account for \$2,521,001,724 in property losses, \$166,637,326 in crop losses, 1 fatality, and 35 injuries.

2.8.10 FEMA’S COMMUNITY LIFELINES FOR HAILSTORMS

2.8.10.1 *Safety and Security*

Risks: Hailstorms have the potential to shatter windows, damage roofs, limit visibility, and leave debris in the right of way. These may cause first responders to take longer to reach community members in need or prevent responders reaching individuals in an impacted area altogether. In addition, these effects may damage government buildings leading to a financial loss for communities, a delay in government services, or delay school start times.

Impacts: While there have been no reported deaths in Texas due to hail in the last 19 years, in 2000 an individual was struck and killed by hail in Fort Worth while he was trying to reach shelter during a severe thunderstorm.¹⁹⁸

2.8.10.2 *Communications*

Risks: Similar to flooding, droughts, hurricanes, tropical storms, and depressions, hailstorms have the potential to damage critical infrastructure such as powerlines, internet and telephone infrastructure. The loss of communication infrastructure has several potential risks, including: increased response time for first responders to reach those in need; preventing individuals in need for calling for help; and a halt or delay in normal business operations.

Hail may damage vehicles and homes, creating a potential additional financial and economic loss for individuals and employers throughout an impacted community. In addition to damages to vehicles, homes and businesses can suffer significant damages; hail can break windows and damage roofs.

¹⁹⁷ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 127, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

¹⁹⁸ Joe Pappalardo, “Wind,” *Dallas Observer*, April 13, 2000, <https://www.dallasobserver.com/news/ill-wind-6395809>

Impacts: The SHMP describes a series of tornadoes in Dallas County in 2012 that were accompanied by severe hail; approximately 29 people were injured during this event.¹⁹⁹ A hailstorm in North Texas in 2018 generated approximately \$1.4 billion in economic losses.²⁰⁰ In 2017, Texas ranked number one for total property loss from hail, including residences, at 1.3 million properties impacted.²⁰¹

Figure 2-42: East Dallas neighborhood during June 2012 hailstorm.



These examples provide a glimpse into the wide-reaching economic impacts of hailstorms. The potential for delayed response from first responders or community members not able to call for help may increase the likelihood of injuries or deaths, particularly when hailstorms are accompanied by severe thunderstorms, tornadoes, or flooding.

2.8.10.3 Food, Water, Sheltering

Risks: Hailstorms often accompany severe thunderstorms and tornadoes; the combination of potential flooding, high winds, and impact from large hail can lead to crop damages, a lack of sheltering options and the inability to reach shelters. Hailstorms not only bring the need for shelter for people, but for all types of personal and public vehicles. For individuals lacking a covered

¹⁹⁹ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 40, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

²⁰⁰ “U.S. Billion Dollar Weather and Climate Disasters 1980-2019,” NOAA, accessed October 2, 2019, <https://www.ncdc.noaa.gov/billions/events.pdf>

²⁰¹ “Top States for Home Hail Damage,” *Insurance Journal*, June 20, 2019, <https://www.insurance.com/coverage/home-hail-damage-insurance-claims>



parking area, there is an additional concern over where to keep their vehicle during a hailstorm, and the potential for increased accidents if vehicles are on the road during a hailstorm. Police vehicles, school buses and ambulances may not have a sheltered parking area; this may lead to significant damage and to delays in public services.

Impacts: The consequences of individuals trying to quickly find shelter during a hail storm may lead to increased accidents and an increase in injuries and financial losses for residents in impacted areas. Damage to public vehicles including ambulances, police vehicles, school busses and other local, state, or federal vehicles due to limited shelters, can delay public services, school start times, and response time for first responders leading to more accidents. In 2017 the Little Elm school district had 35 out of 48 school busses severely damaged by large hail; this led to a delay in children getting to school on time.²⁰²

2.8.10.4 Transportation

Risks: Hailstorms can cause direct damage to vehicles and transportation infrastructure. Personal vehicles are vulnerable to window and mirror damage while safety features such as cameras can also be impaired. The SHMP notes that when hail breaks the windows of personal vehicles, water damage from accompanying rains can render a vehicle unsalvageable.²⁰³ This level of damage can affect all modes of transportation including ground, aerial, and water modes. Hailstorms can also impair visibility and force the operators of vehicles to experience unsafe driving conditions. Depending on the size of the hail associated with a hailstorm, signage and other transportation support systems can be damaged. The functionality of traffic signals, such as traffic lights and pedestrian beacons, can be compromised or rendered unusable, with immediate repair not being an option due to human safety risks of crews during such a weather event.

Impacts: According to the National Insurance Crime Bureau (NICB), Texans filed the most hail damage insurance claims out of any other state. From January 1, 2016, to December 31, 2018, there were 2.9 million claims filed nationally because of hail; Texas accounted for more than 811,000 of these claims, most coming from damaged vehicles.²⁰⁴ The SHMP spotlights a hailstorm event at the Dallas-Fort Worth International Airport that damaged 110 airplanes on April 3, 2012.²⁰⁵

²⁰² Jennifer Lindgern, “Most Little Elm ISD School Buses Damaged by Hail,” *CBS News DFW*, March 27, 2017, <https://dfw.cbslocal.com/2017/03/27/most-little-elm-isd-school-buses-damaged-by-hail/>

²⁰³ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 128, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

²⁰⁴ “Once Again, Texas Tops National with Most Hail Damage Insurance Claims,” *CBS News DFW*, August 6, 2019, <https://dfw.cbslocal.com/2019/08/06/texas-tops-nation-hail-damage-insurance/>

²⁰⁵ Terry Maxon, “D/FW Airport says more than 110 airplanes there received hail damage,” *Dallas Morning News*, April 3, 2012, <https://www.dallasnews.com/business/airlines/2012/04/03/d-fw-airport-says-more-than-110-airplanes-there-received-hail-damage/>

Figure 2-43: Hail damage after a March 2019 storm in the DFW area.²⁰⁶



2.8.10.5 Health and Medical

Risks: Hailstorms can bring widespread damage to infrastructure and personal property that may affect medical facilities and medical transport units. Further, due to its varying size, hail can pose a serious risk, sometimes fatal, to human health and safety. Hailstorms can be particularly dangerous for drivers, as operating a vehicle that is being hit by hail is extremely hazardous. During a hailstorm, first responders arrival time may be impeded due to weather conditions and the risk to their own lives. Windows can break and shatter glass throughout a dwelling. Roofs can become punctured and structural failures may occur, as well as water leaks. Individuals caught outside by a hailstorm are at risk of being pelted by hail that can produce lesions, contusions, and other bodily harm that may require medical attention.

Impacts: On May 5, 1995, hailstorms ravaged the Dallas-Fort Worth metroplex. Hail measuring the size of softballs interrupted a local outdoor event called Mayfest. Over 100,000 people were in attendance and were all caught outside when hail began to fall. More than 400 people were injured, 60 seriously, during this extreme weather event.²⁰⁷

²⁰⁶ Photograph by WFAA Dallas-Fort Worth, March 25, 2019, <https://www.wfaa.com/gallery/news/local/hail-during-sunday-storm-creates-damage-to-cars-roofs-in-north-texas/287-ff521afe-182a-4ca1-ab53-9359450ef2e9>

²⁰⁷ Ashley Williams, “What are your chances of being killed by hail in the US?” *AccuWeather*, July 23, 2019, <https://www.accuweather.com/en/weather-news/what-are-your-chances-of-being-killed-by-hail-in-the-us/70007838>

2.8.10.6 Hazardous Material (Management)

Risks: Hail has the ability to penetrate protective structures and shelters, leading to high levels of property loss. This destructive capacity is illustrated in the SHMP property loss forecast for hail in Texas from 2019–2023 that estimated \$2.52 billion in property losses, the third highest property loss forecast behind severe coastal flooding and hurricanes, tropical storms, and depressions.²⁰⁸ The potential for property damage from hail can also have a serious impact on the storage of hazardous materials. If hazardous material storage facilities are damaged and/or penetrated by large hail, leaks and other ruptures may occur and allow hazardous materials to spill out. In homes, large hail can damage ventilation caps on chimneys, furnaces, hot water heaters, etc., potentially exposing individuals to carbon monoxide and other hazardous gases.

Impacts: The SHMP notes that statewide from 1996–2016, Dallas County had the highest damage value impact caused by hailstorms. In the county, there are 23 Toxic Substances Control Act (TSCA) facilities, roughly 500 Toxic Release Inventory (TRI) facilities, and 12 solid waste facilities.²⁰⁹ Based on their location, these facilities are susceptible to hailstorm damage that could create leaks of material that may be hazardous to environmental and human health.

2.8.10.7 Energy (Power & Fuel)

Risks: Hailstorms are associated with powerful thunderstorms that bring high winds that can damage structures, heavy rains that bring the potential for flash flooding, and lightning strikes that carry the risk of electrocution. Because of this, it is difficult to track the degrees to which hail is solely responsible for power outages or other damage to an electric grid or fuel supply. However, hail can complicate the restoration of power to an area due to unforeseen damages to restoration vehicles, protective structures, or energy grid infrastructure itself. Any energy-related infrastructure that is outside and in the open has the risk of being damaged or destroyed by hail, as the rate of speed that hail falls depends on the size of the hail itself. Marble-sized hail can fall at speeds around 20 mph, while hail the size of a baseball can exceed 100 mph.²¹⁰

Impacts: On April 19, 2015, a surprise storm produced 2-inch hailstones (between the size of a golf ball and tennis ball) in Tomball. During this event, motorists had to take shelter under the covering of a local gas and fueling station.²¹¹ In the image below, solar panels appear to be damaged by hail stones. This hailstorm event took place in the DFW Metroplex, near Wylie, and

²⁰⁸ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 4, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

²⁰⁹ “Homeland Infrastructure Foundation-Level Data (Chemicals),” United States Department of Homeland Security, accessed September 18, 2019, <https://hifld-geoplatform.opendata.arcgis.com/search?groupIds=ab41b78984f7434b9f0b78f2462f6f7d>

²¹⁰ Tom Steele, “How fast hail falls, and other cold, hard facts,” *Dallas Morning News*, April 12, 2016, <https://www.dallasnews.com/news/2016/04/12/how-fast-hail-falls-and-other-cold-hard-facts/>

²¹¹ Angela Chen, “Hail storm across Houston area caught many by surprise,” *ABC13 Eyewitness News*, April 20, 2015, <https://abc13.com/news/several-parts-of-southeast-texas-hit-with-hail/671187/>

damaged homes, personal vehicles, and energy production sources such as the solar panels that were fixed atop of this particular house.

Figure 2-44: Hail damage to residential solar panels.²¹²



²¹² “Hail Storm Slams Northern Texas,” National Insurance Crime Bureau, accessed October 2, 2019, <https://www.nicb.org/news/blog/hail-storm-slams-northern-texas>

2.8.11 TORNADOES

From 1955-2015, Texas experienced 8,500 tornado events, roughly 14 percent of all tornadic activity that occurred in the United States during this period.²¹³ The SHMP notes that tornadoes are not distributed equally across Texas but occur annually and are frequent in the northern two-thirds of Texas. The average annual dollar loss in Texas due to tornadoes is \$108,896,168.²¹⁴ The SHMP notes that from 2018-2023, it is forecasted that tornadoes will account for \$650,692,305 in property losses, \$23,115,327 in crop losses, 22 fatalities, and 382 injuries. Tornado mitigation efforts need to consider the use of safe rooms and enhanced wind engineering/construction techniques. According to FEMA, tornadoes are assigned a classification based on estimated wind speeds and related damage. The National Weather Service implemented the “Enhanced Fujita Scale,” or E-F Scale, in 2007 to classify tornadoes more consistently and accurately. Tornadoes with higher EF classifications produce stronger winds and cause more damage.²¹⁵

Table 2-15: Enhanced Fujita Scale with Expected Damages

| Enhanced Fujita Scale with Potential Damages | | |
|--|---------------|---|
| Category | Wind Gusts | Potential Damage |
| EF0 | 65 – 85 mph | Damage includes loss of roof-covering material (<20%), gutters, and/or awnings; loss of vinyl or metal siding; tree branches broken; and shallow-rooted trees toppled. |
| EF1 | 86 – 110 mph | Damage includes broken glass in doors and windows; uplifted roof decks and significant loss of roof covering (>20%); collapse of chimneys and garage doors; mobile homes pushed off foundations or overturned; and moving automobiles pushed off roads. |
| EF2 | 111 – 135 mph | Damage includes entire houses shifted off foundations; large sections of roof structures removed; mobile homes demolished; trains overturned; large trees snapped or uprooted; and cars lifted off ground and thrown. |
| EF3 | 136 – 165 mph | Damage includes collapse of most walls except small interior rooms; and most trees in forest uprooted. |
| EF4 | 166 – 200 mph | Damage includes well-constructed houses leveled; structures blown off weak foundations; and cars and other large objects thrown. |

²¹³ “Homeland Infrastructure Foundation-Level Data,” U.S. Department of Homeland Security, accessed October 5, 2019,

<https://hifld-geoplatform.opendata.arcgis.com/datasets/historical-tornado-tracks>

²¹⁴ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 91,

<http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

²¹⁵ “Lesson 17 Overview: Tornado Hazard,” Federal Emergency Management Agency,

<https://emilms.fema.gov/IS0277A/groups/1932.html>



| | | |
|-----|----------|---|
| EF5 | >200 mph | Damage includes strong frame houses lifted off foundations, carried a considerable distance, and disintegrated; automobile-sized missiles flown through the air in excess of 100 meters; trees debarked; and slabs swept clean. |
|-----|----------|---|

2.8.12 FEMA's COMMUNITY LIFELINES FOR TORNADOES

2.8.12.1 *Safety and Security*

Risks: The SHMP describes tornadoes as unpredictable and sudden hazards.²¹⁶ This creates uncertainty for response teams as well as local, state, and federal officials in the impacted areas, and requiring a variety of first responder specialties. During the May 2019 extreme weather alert that included possible tornadoes across the state, eight state agencies were involved in response, providing first-responder resources such as Ambulance Strike Teams, Type 1 Mobile Medical Units, and AMBUSes.²¹⁷

Tornadoes often occur along with hurricanes, hail, and severe thunderstorms. These accompanying hazards may bring high water, sever hail, or lightning, compounding their potential damage. Tornadoes occurring during hurricanes are often weaker, yet more unpredictable.²¹⁸ This leads to challenges for first responders conducting search and rescue as the threat of tornadoes increases the chance of injury or death. Heavy winds from tornadoes can fling debris, with the potential to damage roofs, windows or electrical systems leading to increased water damage or power outages at government facilities during a flood or hurricane event.

Impacts: With the variety of first responders needed, there is a greater chance for first responders to be injured especially during several hazards occurring at the same time. First responders may also be injured or prevented from reaching those in need because of potential debris in roadways leading to additional injuries or deaths.

Furthermore, damage to roofs, windows, electrical systems or other structural damage may lead to a financial loss for local, state or federal governments as well as a delay in public services. During the weekend of April 13, 2019, Franklin, Texas saw a vast amount of damage from these tornadoes

²¹⁶ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 167, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

²¹⁷ "Governor Abbott Prepares State Resources as Severe Weather and Tornadoes Approach Texas," Office of the Texas Governor, May 20, 2019, <https://gov.texas.gov/news/post/governor-abbott-prepares-state-resources-as-severe-weather-and-tornadoes-approach-texas>

²¹⁸ "Hurricane Annex: State of Texas Emergency Management Plan," Texas Division of Emergency Management, Texas Department of Public Safety, May 2017, https://www.preparingtexas.org/Resources/documents/State%20and%20Fed%20Plans/2017_12_14_Hurricane_Annex.pdf



with much of the southside of the town destroyed—including a housing authority, homes, and local businesses. During this same tornado event, debris blocked roadways preventing first responders from reaching impacted areas.²¹⁹

2.8.12.2 *Communications*

Risks: Similar to the risks associated with hurricanes, the variety of first responders needed for a tornado event especially when tornadoes are expected along with other hazards, brings a variety of different communication protocols and equipment. This may lead to miscommunication and confusion over responders' roles during a tornado. The unpredictability and suddenness of tornadoes may contribute to this miscommunication or confusion; first responders, community members, or local, state, or federal officials may think and state that a tornado is headed in a particular direction, but then the tornado changes course.

The heavy winds and flying debris during a tornado may damage power lines or cut off telephone or internet service, preventing those in need from getting help. During the severe thunderstorms and tornadoes throughout Texas in August 2019, 75,000 power outages were reported throughout the state.⁸⁷

Texas communities differ in their use of tornado sirens. Dallas uses tornado sirens, whereas other communities such as San Angelo and Houston do not. Houston sends out mass alerts similar to Amber Alerts where community members sign up to receive messages.²²⁰ This may lead to several issues. First, communities with sirens have seen residents confused over what to do when they hear the warning; communities are stressing to their residents that these sirens are not necessarily tornado specific and mean to find shelter as soon as possible. Second, communities with messaging systems rather than sirens run the risk of residents not knowing how to sign up for the service or not understanding that they need to sign up to receive the service.²²¹ Third, communities without tornado sirens may instead encourage residents to watch the news, listen to the radio, or receive information through another mass medium; however, residents may not have access to the radio, broadcast news, or other media—particularly during power outages.²²² Compounding these

²¹⁹ Amanda Schmidt, Kevin Byrne, “2 young brothers among 9 killed in destructive tornado outbreak across southern, mid-Atlantic US,” *Accuweather*, September 4, 2019, <https://www.accuweather.com/en/weather-news/live-deadly-tornado-kills-2-children-leaves-trail-of-horrific-damage-in-texas/70007983>

²²⁰ Jesus Jimenez, “Why don't some Texas cities have outdoor warning sirens? Curious Texas investigates,” *Dallas Morning News*, February 7, 2019, <https://www.dallasnews.com/news/curious-texas/2019/02/07/why-don-t-some-texas-cities-have-outdoor-warning-sirens-curious-texas-investigates/>

²²¹ Bill Hanna, “Severe Storms May Cause Sirens to Sound Wednesday, Do You Understand What That Means?” *Fort Worth Star-Telegram*, April 17, 2019, <https://www.star-telegram.com/news/local/fort-worth/article229286689.html>

²²² Matt Tramell, “WATCH: Why Tornado Sirens Will Never Come Back to San Angelo,” *San Angelo Live*, March 5, 2019, <https://sanangelolive.com/news/crashes/2019-05-23/watch-why-tornado-sirens-will-never-come-back-san-angelo>

issues—even if sirens or alerts go off and are interpreted correctly—community members may ignore these warnings and instead go outside to spot the tornado rather than taking shelter.

The economic and housing impacts of tornadoes have the potential to devastate communities. The wind damage to homes and businesses can destroy homes, businesses and other infrastructure leading to financial and emotional loss for individuals and families as well as economic losses for communities.

Impacts: Confusion over what parts of the community are already or are going to be impacted may lead to a delay in response time for first responders leading to further injuries or deaths. This is compounded with the issue of potential limited telephone, internet, and power throughout the community; individuals may have limited ability to reach out for help, and when they do reach 911 or other emergency system first-responders, assistance may not be able to reach residents in time.

The recent EF3 tornado in Franklin, Texas, in 2019 provides an example of the impact tornadoes have on housing and businesses. 55 homes, a church, and four businesses were destroyed. The Robertson County Sheriff said that the damage is the worst he had seen in 23 years.²²³

Figure 2-45: Residential neighborhood after EF3 tornado hit Van, Texas, in 2015.²²⁴



²²⁴ Photo by National Weather Service-Fort Worth.



2.8.12.3 Food, Water, Sheltering

Risks: Tornadoes hitting farmland are often described as fortunate events because the tornado is less likely to harm people or infrastructure.²²⁵ However, tornadoes have the potential to destroy cropland and harm livestock in the tornado's path, creating a financial, emotional, and economic impact for local farmers and the community.

Similar to risks to shelters during a hurricane, the high winds during tornadoes have the potential to substantially damage all types of infrastructure throughout the community including water treatment plants and shelters. Although, as mentioned in the hurricane section, the state is making a concerted effort to increase the number of shelters along highway rest stops, local shelters are still at-risk during tornadoes. Due to the frequency with which tornadoes occur in conjunction with other hazards such as flooding, local shelters may be unreachable or may be hazardous to travel to during dual events.

Impacts: Community members who are in the path of multiple hazards—including flooding and tornadoes—may either be uncertain about whether to travel to a shelter or shelter in place; this may lead to an increase in injuries if individuals decide to stay in place and are impacted by tornadoes, flooding, hail, or lightning, or decide to travel to shelters only to encounter flooding, debris or other hazards that prevent them from reaching a shelter in time. Agricultural areas that are impacted by tornadoes may lose a significant portion of crops or lose livestock. For example, an EF-3 tornado touched down in East Texas in April 2019, destroying a dairy farm—killing numerous cattle and destroying equipment.²²⁶

2.8.12.4 Transportation

Risks: One of the most common themes between tornadoes and transportation is the idea to never try and outrun a tornado in a vehicle if the tornado is immediately nearby. However, if the tornado is not imminent, it is noted to use a vehicle to reach the nearest sturdy structure. While hiding under an overpass may seem like a secure location, tornadic winds are actually stronger in these openings, as they act as a channel for debris to fly through with risk of injury increasing. In moments of last resort, find a ditch or other lower elevation drainage conveyer usually found along transportation corridors and remain as low to the ground as possible.²²⁷

²²⁵ Jason Samenow and Matthew Cappucci, "Severe storms, tornadoes, and flooding expected in Oklahoma and Texas through Monday night," *Washington Post*, May 20, 2019, <https://www.washingtonpost.com/weather/2019/05/20/nightmare-scenario-destructive-tornadoes-severe-flooding-expected-oklahoma-texas-monday/>

²²⁶ Wyatt Bechtel, "Texas Dairy Picking Up the Pieces After Tornado Devastates Farm," *Dairy Herd Management*, April 26, 2019, <https://www.dairyherd.com/article/texas-dairy-picking-pieces-after-tornado-devastates-farm>

²²⁷ Anna Norris, "What to Do if You See a Tornado While You're Driving," *The Weather Channel*, February 25, 2016, <https://weather.com/safety/tornado/news/what-to-do-see-tornado-while-driving>



Tornadoes bring substantial winds and can lift and throw any vehicle across large areas of land. If an individual cannot leave their vehicle, fastening the seatbelt and protecting vulnerable areas of the body is best practice. Tornadoes can also damage roadway signs and other transportation-associated infrastructure, and litter roads with debris that make them unsafe to travel during and after the tornadic activity. Debris caused by a tornado is one of the main reasons for transportation-related delays and roadways closures after a tornado hits an area. During a violent and sporadic weather event such as a tornado, public transportation service may also be delayed due to safety measures needing to take place. Even without a tornado touching down, tornado warnings themselves can lead to a pause in public and mass transit service.

Impacts: In April 2019, Cherokee County had three tornado touchdowns that closed multiple roads and left ground transportation in a precarious state.²²⁸ These tornadoes downed powerlines, left large trees scattered on highways, and closed school operations for Alto ISD. Portions of U.S. Highway 69 were closed due to live electrical lines on the roadway while sections of State Highway 21, State Highway 294, FM 752, and FM 275 were closed due to wide-spread scattered debris and trees blocking traffic, as result of the tornadic activity.²²⁹

²²⁸ “Cherokee County: NWS upgrades number of tornadoes to three,” *Jacksonville Progress*, April 20, 2019, https://www.jacksonvilleprogress.com/news/cherokee-county-nws-upgrades-number-of-tornadoes-to-three/article_f9c50e4a-6394-11e9-8e8b-fbbde0319a81.html

²²⁹ “Alto cancels classes, several roads closed due to storm damage, debris,” *Jacksonville Progress*, April 13, 2019, https://www.jacksonvilleprogress.com/news/alto-cancels-classes-several-roads-closed-due-to-storm-damage/article_f809d1d0-5e44-11e9-b570-a7eabcebab0e.html

Figure 2-46: Residential tornado damage in Cherokee County, April 2019 tornadoes.²³⁰



2.8.12.5 Health and Medical

Risks: Due to the unpredictability of tornadoes, first responders and other medical personnel are critical to response and recovery efforts following these hazards. Medical surges—times when a large number of injured individuals are rushed to a hospital—are common during sporadic and unpredictable weather disasters. The commonality of tornadoes occurring with little to no warning while not following a predictable pattern can produce tornadic events that lead to quick and large spikes in the need for medical attention for a large number of patients. Because of debris that is common with tornadoes, health and medical services may also have a difficult time reaching individuals in need as roadways and other transportation corridors may not be navigable. Roadway closures may also prove difficult for the safe movement of patients, along with the potential of evacuating medical locations that have been struck by a tornado.

Impacts: During a tornadic event that devastated portions of East Texas on April 29, 2017 it was reported by the East Texas Medical Center that 52 people were admitted to three different hospitals in the region. Out of the 11 deaths which occurred throughout the southern and midwestern portion of the United States during this weather event, 4 deaths could be attributed to the Canton-area tornadoes.²³¹ In total, seven tornadoes touched down in the East Texas counties of Henderson,

²³⁰ Gary Bass, “NWS: New data confirms 6 tornadoes hit East Texas,” *KLTV Channel 7, ABC*, April 19, 2019, <https://www.kltv.com/2019/04/18/nws-new-data-confirms-tornadoes-hit-east-texas/>

²³¹ Kurt Chirbas, Gemma DiCasimiro, Phil Helsel, and Daniella Silva, “11 Dead, Dozens Hurt After Tornadoes Hit Texas, South,” *NBC News*, April 29, 2017,

Hopkins, Rains, and Van Zandt. The strongest tornado reached EF-4 status and brought 180 mph winds along its track from Eustace to Canton.²³²

Figure 2-47: Destroyed home in Canton, April 2017 tornadoes.²³³



2.8.12.6 Hazardous Material (Management)

Risks: When a tornado destroys a residential, commercial, or other structure, whatever is inside of that structure is scattered throughout the area. Waste management and cleanup is a large undertaking which must take place following a tornado, as debris can lead to hazardous situations that threaten both environmental and human health and safety. The potential of hazardous material being scattered throughout an area is also significant after a tornado, as the path of the event is difficult to predict and, therefore, difficult to plan for; when it comes to removing or bolting down toxic material and substances, these acts can be an afterthought. However, limiting the potential of hazardous material to saturate waterways and ground soil can help protect natural resources.

Impacts: After a tornado impacted the Arlington area in 2012 by tearing off roofs, destroying garages, collapsing walls, and flattening homes and other structures, items that were being stored inside these buildings were left scattered. Some of the noted items that were thrown by the tornado

<https://www.nbcnews.com/news/weather/over-50-hurt-after-tornadoes-hit-east-texas-n752926>

²³² “April 29, 2017 East Texas Tornado Event,” National Weather Service, NOAA,

<https://www.weather.gov/fwd/tornadoes-29apr2017>

²³³ Jae S. Lee, “2 missing people found safe as heartbroken East Texas digs through destruction of 7 deadly tornadoes,” *Dallas Morning News*, April 30, 2017,

<https://www.dallasnews.com/news/weather/2017/05/01/2-missing-people-found-safe-as-heartbroken-east-texas-digs-through-destruction-of-7-deadly-tornadoes/>

include herbicides, pesticides, fluorescent light bulbs, car and household batteries, motor oil, transmission fluid, and paint substances. All of these materials, if exposed, can be hazardous; hazmat crews were brought in the area to collect and clean the impacted locations. The tornado, just in Arlington alone, was responsible for producing 12,000 pounds of waste.²³⁴

2.8.12.7 Energy (Power & Fuel)

Risks: Tornado strength winds can damage or destroy above-ground electric utilities during a tornadic event. Power outages are almost guaranteed, and energy grid infrastructure can become vulnerable when exposed to flying debris and high wind velocity associated with a tornado. Ultimately, anything that is power, or energy related that is not below ground can be damaged or destroyed. From above-ground fuel tanks and pipelines to power lines and transmission towers, infrastructure that is exposed can become unusable and leave thousands of individuals without electricity and other critical resources.

Impacts: On April 13, 2019, the city of Franklin was hit by an EF-3 tornado that left twelve individuals with injuries requiring treatment by medical officials. It was reported that a total of 55 homes were destroyed, an electrical transmission line destroyed, and an electrical distribution center was substantially damaged.²³⁵ Franklin, located about 65 miles to the southeast of Waco, had a majority of their 1,500 residents without power for up to 72 hours as a result of the tornado.²³⁶ Robertson County Judge, Charles Ellison, was quoted as saying “we’ve lost about half of the south side of Franklin.”²³⁷

²³⁴ “Toxic Waste a Big Lesson in Tornado Storm Cleanup,” *CBS DFW*, April 19, 2012, <https://dfw.cbslocal.com/2012/04/19/toxic-waste-a-big-issue-in-tornado-storm-cleanup/>

²³⁵ “Tornado in Franklin destroys 55 homes, officials say,” *The Eagle*, April 15, 2019, https://www.theeagle.com/news/local/tornado-in-franklin-destroys-homes-officials-say/article_3aefdefc-5f3c-11e9-b4dc-d3cd07fec248.html

²³⁶ Josh Gorbett, “THE LATEST: Parts of Franklin ‘totally destroyed’ by EF3 tornado,” *KBTX-TV*, April 13, 2019, <https://www.kbtx.com/content/news/Heavy-damage-reported-following-tornado-in-Roberston-County-508540001.html>

²³⁷ Brandon Scott and Chloe Alexander, “‘It looks like a bomb’ | EF-3 tornado hits Franklin, Texas, causes widespread damage,” *CBS KHOU News*, April 14, 2019, <https://www.khou.com/article/news/local/texas/it-looks-like-a-bomb-ef-3-tornado-hits-franklin-texas-causes-widespread-damage/285-7a189c65-6487-4463-8a9b-face932457d4>

Figure 2-48: Tornado damage in Franklin, April 2019.²³⁸



²³⁸ Photograph by Rebecca Fledler, *The Eagle*, April 13, 2019,
https://www.theeagle.com/franklin-tornado-jpg/image_05765016-5e39-11e9-8753-974ed29648c0.html

2.8.13 SEVERE WINDS

The SHMP defines severe winds as widespread, long-lived, straight-line wind events that can occur alone or sometimes accompany other natural hazards including hurricanes and severe thunderstorms. Severe wind events can happen anywhere in the state of Texas. The SHMP notes that severe winds pose a threat to lives, property, and vital utilities primarily due to the effects of flying debris, downed trees or structures, and interactions with power lines. The most damage severe winds cause is to structures of light construction (i.e., manufactured homes).

The below Wind Zone Map illustrates the wind risk zones of the entire U.S. based on the highest expected wind speeds. The map takes into account all wind hazards including those associated with severe thunderstorms, tornadoes, and hurricanes. The zones are associated with the highest wind speed for that region. The map also displays special wind hazard-prone areas. Wind speeds draw a parallel to design specifications of a shelter or safe room. Typically, Texans require a shelter/saferoom to withstand 160–200 mph wind with a maximum expectance of 250 mph.²³⁹

The SHMP notes that from 2018–2023, it is forecasted that severe winds will account for \$338,496,656 in property losses, \$30,697,559 in crop losses, 12 fatalities, and 108 injuries.

²³⁹ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 172, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

winds may damage power lines, hindering the continuation of public services for a prolonged period.

Impacts: Severe winds during the March 2019 thunderstorm in North Texas left more than 88,000 without power.²⁴¹ Similarly, in Longview, 90 mph winds left widespread damage including 17,000 customers without electricity.²⁴²

2.8.14.2 *Communications*

Risks: Severe winds alone may create the potential for power to be cut off. As explained above, power outages can prevent community members or first responders from seeking community members in need or seeking help. Power outages can be problematic, especially if these outages are at airports. If the power shuts off during high winds, this could lead to air controllers having limited communication with airplanes.^{243,244} Similar to tornadoes, since high winds are associated with a variety of other potential hazards, this may lead to confusion over whether to stay in place during a wind event or travel to a local shelter.

Strong winds themselves can limit or halt travel not only for community members trying to get to work or school, but for freight and port traffic as well; this pause in commercial traffic has the potential to lead to significant economic impacts.

Impacts: Confusion over whether to stay in place or travel to a shelter may create a situation where increased injuries or deaths may occur. In April 2019, Lubbock County experienced a dust storm (a haboob) along with high winds of 65-80 km/h limiting visibility and causing numerous vehicle accidents.²⁴⁵

²⁴¹ Domingo Ramirez and Bill Hanna, “Storms pound North Texas as more than 88,000 without power in Tarrant, Dallas counties,” *Star Telegram*, March 13, 2019,

<https://www.star-telegram.com/news/local/fort-worth/article227467204.html>

²⁴² “NWS: Straight line winds caused damage in Longview,” KLTN, May 10, 2019,

<https://www.kltv.com/2019/05/10/nws-straight-line-winds-caused-damage-longview/>

²⁴³ Jesus Jimenez and Claire Cardona, “Air traffic equipment restored at DFW Airport; storms move out of Dallas-Fort Worth,” *Dallas Morning News*, June 24, 2019,

<https://www.dallasnews.com/news/weather/2019/06/24/air-traffic-equipment-restored-at-dfw-airport-storms-move-out-of-dallas-fort-worth/>

²⁴⁴ Jesus Jimenez, Loyd Brumfield, and Sarah Sarder, “Early morning storms produce powerful, damaging wind gusts up to 109 mph in Dallas-Fort Worth,” *Dallas Morning News*, March 14, 2019,

<https://www.dallasnews.com/news/weather/2019/03/14/early-morning-storms-produce-powerful-damaging-wind-gusts-up-to-109-mph-in-dallas-fort-worth/>

²⁴⁵ Matthew Cappucci, “Massive Haboob Engulfed Lubbock Texas,” *Washington Post*, June 6, 2019,

<https://www.washingtonpost.com/weather/2019/06/06/massive-haboob-engulfed-lubbock-texas-dust-wednesday-this-is-what-it-was-like/>

2.8.14.3 Food, Water, Sheltering

Risks: Since severe winds are often associated with hurricanes and thunderstorms the risks and impacts associated with hurricanes are often associated with severe winds. Severe winds may blow debris such as tree limbs, powerlines, and other large items into the roadway. This may block distribution routes or may cut off power throughout a particular area. This may block individuals needing to reach a shelter.

Impacts: During a severe wind event in June 2019, at least 80,000 customers lost power including at least a half a dozen grocery stores in Dallas; these grocery stores had to temporarily close.²⁴⁶

2.8.14.4 Transportation

Risks: Much like tornadoes, severe wind can cause traffic delays and potentially damage transportation infrastructure, personal vehicles, and commercial vehicles. Traffic and road signs can succumb to high winds and fall to the ground. Vehicles which have a high center of gravity, including semi and delivery trucks, can be subject to powerful straight-line winds that may either lift or push these vehicles over. Severe winds can reduce the capacity of a roadway by littering roads with sand, wind-blown debris, and pushing standing water onto them making travel unsafe. During severe wind events, usually associated with thunderstorms, uprooted trees can also block and or damage transportation infrastructure. Windblown substances on roads can impact mobility by reducing the distance of visibility for a driver.²⁴⁷

Impacts: An early June 2019 high-wind and thunderstorm event in Dallas left the city with 41 percent of its traffic signals not working properly, 496 of its traffic signals not having any communication capabilities or left inoperable, and 168 traffic signals flashing red which caused major traffic delays throughout the area.²⁴⁸

²⁴⁶ Jason Whitely, "Grocery Stores Saving Perishables in Refrigerated Trailers During Power Outage," *ABC News*, June 10, 2019, <https://www.wfaa.com/article/weather/severe-weather/grocery-stores-saving-perishables-in-refrigerated-trailers-during-dallas-power-outage/287-5be68ce2-8bc2-4fb1-85c1-92bba96dd9d5>

²⁴⁷ "High Winds," U.S. Department of Transportation, Federal Highway Administration, accessed October 4, 2019, https://ops.fhwa.dot.gov/weather/weather_events/high_winds.htm

²⁴⁸ "Important storm update information," city of Dallas, June 11, 2019, <http://www.dallascitynews.net/important-storm-update-information>

Figure 2-50: Uprooted tree-damaged sidewalk infrastructure and blocked roadway in Dallas, June 2019, following severe winds associated with thunderstorms.²⁴⁹



2.8.14.5 Health and Medical

Risks: Health and medical facilities, like all structures, are vulnerable to severe wind or other high wind events that come with hurricanes, tropical storms, and thunderstorms. Because high-profile vehicles are susceptible to being pushed over or flipped during severe wind events, the operators of ambulances and other large patient transport vehicles must be aware and cautious when attempting to move people, making sure not to risk injury to the patients or the first responders themselves. Downed power lines and scattered debris may leave roads and other access points unavailable in an attempt to reach patients as well. High winds can cause a delay in medical service due to debris and potential power outages from downed power lines. Hospitals with helicopter service can also be affected by windstorm events as air travel may not be a safe or viable option. Windstorm events, as noted earlier, can lead to low-visibility situations as well. If winds are not strong enough to detour a medical helicopter from reaching patients, visibility concerns may leave the same helicopter grounded.

Impacts: When a severe windstorm hit Abilene on May 2019, 62 community members of the Willow Springs Health and Rehabilitation Center had to be relocated due to unsafe facility conditions caused by 70 mph severe winds.²⁵⁰

²⁴⁹ Photograph by Anne Ziemba, Dmagazine, June 11, 2019, <https://www.dmagazine.com/frontburner/2019/06/your-daily-dallas-electrical-outage-update/>

²⁵⁰ Greg Jaklewicz, Timothy Chipp, Laura Gutschke, and Ronald W. Erdrich, “Tornado, storm causes major damage in Abilene near Winters Freeway and South 7th,” *Abilene Reporter-News*, May 18, 2019, <https://www.reporternews.com/story/weather/2019/05/18/storm-causes-major-damaged-abilene/3718948002/>

2.8.14.6 *Hazardous Material (Management)*

Risks: Severe winds have the ability to mangle what would appear to be sturdy and secure pipes, storage facilities, large transport vehicles, homes, and businesses. If wind damage has occurred to a home, especially a garage or storage shed that is holding household hazardous materials such as fuel, corrosive cleaners, pesticides, pool chlorine, paints, wood stains or varnishes, these items could then be exposed and leak into the environment.²⁵¹ These leaks would prove to be a hazard to both human and environmental health for those in the immediate area or, if leaked into a river, a downstream junction. Private businesses that sell household hazardous materials, or businesses that store more corrosive chemicals, can succumb to the same damage and expose the potentially harmful materials if not protected from severe wind damage. Businesses who use large and high-profile vehicles, such as semi-trucks, to transport hazardous material also pose a risk as these types of vehicles can easily tip over if the severe winds are powerful enough.

Impacts: A hazardous spill on U.S. Highway 287, near Childress on June 8, 2018, allowed corrosive and acidic liquids to leak out of an overturned semi-truck. Severe winds caused the semi-truck to overturn and led to the hazardous material spill. This required a hazmat crew to address the hazard and forced traffic to be rerouted throughout the area.²⁵²

²⁵¹ "Household Hazardous Waste: A Guide for Texans," Texas Commission on Environmental Quality, <https://www.tceq.texas.gov/p2/hhw>

²⁵² Debra Parker, "Hazmat spill forces traffic to be rerouted near Childress," *ABC 7 News*, June 8, 2018. <https://abc7amarillo.com/news/local/hazmat-spill-forces-traffic-to-be-rerouted-near-childress>

Figure 2-51: Overturned semi-truck outside Amarillo following severe wind in June 2018.²⁵³



2.8.14.7 Energy (Power & Fuel)

Risks: Severe winds can lead to trees, above ground structures, and other debris falling onto utility lines and other energy production and transmission infrastructure. Severe winds can also damage utility infrastructure itself, by snapping utility poles, bending transmission towers, and knocking transformers off their platforms.²⁵⁴ During severe wind events that cause power outages, homes and businesses can be left without power for days to weeks at a time. These power outages can have economic effects on businesses. Home and business property damage can also occur if utility infrastructure falls, due to the winds, onto home or business structures and material. Above ground power lines seem to be more susceptible to wind damage than other utility infrastructure and can lead to further hazards as live wires can be dangerous to be around and handle. For example, during high wind events, if a downed power line is still live and sparks a fire, high winds can greatly aid the fire by fueling and spreading its flames over large distances.²⁵⁵ This can put homes and

²⁵³ Photograph by Debra Parker, *ABC 7 News*, June 8, 2018, <https://abc7amarillo.com/news/local/hazmat-spill-traffic-to-be-rerouted-near-childress>

²⁵⁴ Monica Lopez and Tim Acosta, “Kingsville storm damage: Thousands without power; high winds, rain cause damage,” *Corpus Christi Caller Times*, June 7, 2019, <https://www.caller.com/story/weather/2019/06/07/kingsville-storm-tornado-damage-outages/1379266001/>

²⁵⁵ Kristina Pydynowski and Alex Sosnowski, “High winds threaten more damage, power outages and brush fires in southwestern US,” *AccuWeather*, July 1, 2019, <https://www.accuweather.com/en/weather-news/high-winds-threaten-more-damage-power-outages-and-brush-fires-in-southwestern-us/333082>



businesses who were not in the immediate area of the severe winds in levels of danger for a different kind of hazard.

Impacts: When Hurricane Harvey made landfall, near Rockport, peak wind gusts reached 152 mph.²⁵⁶ Due to the severe winds, 220,000 customers were without power throughout the Corpus Christi region. The highest concentration of power outages in this region were observed around the Aransas Pass-Rockport area. When power outages were at their peak, 47,000 customers were left without power in the immediate Aransas Pass-Rockport portion of the region.²⁵⁷ Most areas that were impacted were able to regain power between August 27, 2017 and September 2, 2017. Several locations in the Houston area that were inaccessible, due to severe flooding, were not restored until September 8.²⁵⁸

²⁵⁶ “Major Hurricane Harvey – August 25-29, 2017,” National Weather Service, NOAA, accessed October 14, 2019, https://www.weather.gov/crp/hurricane_harvey

²⁵⁷ John C Moritz, “Harvey 2017: Here’s the latest on power outages in the Corpus Christi area,” USA Today Network, August 30, 2017, <https://www.caller.com/story/weather/2017/08/25/harvey-2017-heres-latest-power-outages-corpus-christi-area/603084001/>

²⁵⁸ *Hurricane Harvey Event Analysis Report: March 2018*, North American Electric Reliability Cooperation, page VI, March 2018, https://www.nerc.com/pa/rrm/ea/Hurricane_Harvey_EAR_DL/NERC_Hurricane_Harvey_EAR_20180309.pdf



2.8.15 WILDFIRE

In Texas, humans and their activities cause more than 90 percent of all wildfires.²⁵⁹ The SHMP defines wildfire as a sweeping and destructive burning conflagration and can be further categorized as wildland, interface, or intermix fires. The probability of wildfire is dependent on multiple conditions. These conditions include local weather, topographic factors, and the presence of natural vegetation which acts as fuel for the wildfire. While a variety of conditions can help predict the occurrence of wildfires, wildfire behavior can be unpredictable. The unpredictability of wildfires is due to the limited understanding of the ecological response to wildfire, limited or inaccurate data on local conditions, and limited prioritization of resources.^{260,261}

Nearly 18 million people (roughly 70 percent of the population of Texas), as of 2018, live within the wildland urban interface, the largest at-risk population of any state in the nation. By 2050, Texas' average number of days with high wildfire potential is projected to double from 40 to nearly 80 days a year.²⁶²

Wildfires can result in and cause widespread damage to residential, commercial, and government owned land and property. Loss of life and injury is also a concern with wildfires. From 1996–2016, the SHMP notes that there were 31 reported fatalities and 170 reported injuries attributed to wildfires throughout the state. The SHMP notes that from 2018–2023, it is forecasted that wildfires will account for \$330,190,566 in property losses, \$89,490,775 in crop losses, 15 fatalities, and 79 injuries. Flooding, particularly flash flooding, is more likely to occur after a wildfire, because wildfires may make the ground less able to absorb water. These flooding events may occur outside of known flood areas and may be more severe due to the wildfire altering terrain and ground conditions.^{263,264} Due to the wide range of damages that can be seen after wildfires, wildfire mitigation efforts need to consider Land Use Plans that address density and quantity of development, as well as emergency access, landscaping and water supply considerations.

A wildfire's potential intensity, known as the Fire Intensity, can be presented through a standard form of measurement known as the Fire Intensity Scale (FIS). This helps individuals determine

²⁵⁹ "Preparing for Wildfires," Texas A&M Forest Service, accessed October 4, 2019, <https://tfsweb.tamu.edu/PreventWildfire/>

²⁶⁰ Mathew Thompson and Dave Calkin, "Uncertainty and risk in wildland fire management: A review," *Journal of Environmental Management*, April 13, 2011, https://www.fs.fed.us/rm/pubs_other/rmrs_2011_thompson_m002.pdf

²⁶¹ Chris Baraniuk, "The Quest to Predict- and Stop- The Spread of Wildfires," *BBC*, October 8, 2018, <http://www.bbc.com/future/story/20180924-the-quest-to-predict-and-stop-the-spread-of-wildfires>

²⁶² *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 103, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

²⁶³ "Flood After Fire," FEMA, accessed January 17, 2020 <https://www.fema.gov/flood-after-fire>

²⁶⁴ "Flood After Fire Fact Sheet" FEMA, accessed January 17, 2020 https://www.ready.gov/sites/default/files/Flood_After_Fire_Fact_Sheet.pdf

the power of a wildfire while also giving an idea of the potential for harm and danger toward life and property. The FIS consists of 5 classes, where the minimum class is 1 and the highest class is 5. The SHMP presents the scale in the table below.

Table 2-16: Fire Intensity Scale (FIS) Classes²⁶⁵

| Fire Intensity Scale (FIS) Classes | |
|------------------------------------|--|
| Class | Description |
| Class 1 - Very Low | Very small, discontinuous flames, usually less than 1 foot in length; very low rate of spread; no spotting. Fires are typically easy to suppress by firefighters with basic training and non-specialized equipment. |
| Class 2 - Low | Small flames, usually less than 2 feet long; small amount of very short-range spotting possible. Fires are easy to suppress by trained firefighters with protective equipment and specialized tools. |
| Class 3 - Moderate | Flames up to 8 feet in length; short-range spotting is possible. Fires hard to suppress; trained firefighters require support from aircraft or engines, dozers and plows to be effective. Increasing potential for harm or damage to life and property. |
| Class 4 - High | Large flames up to 30 feet in length; short-range spotting common; medium range spotting possible. Direct attack by trained firefighters, engines, and dozers is generally ineffective, indirect attack may be effective. Significant potential for harm or damage to life and property. |
| Class 5 – Very High | Very large flames up to 150 feet in length; profuse short-range spotting, frequent long-range spotting; strong fire-induced winds. Indirect attack marginally effective at the head of the fire. Great potential for harm or damage to life and property. |

2.8.16 FEMA’S COMMUNITY LIFELINES FOR WILDFIRE

2.8.16.1 *Safety and Security*

Risks: Similar to other hazards, wildfires particularly large wildfires need a wide variety of first responders. In 2011, the Texas A&M Forest Service mobilized 16,690 emergency responders, 244 bulldozers, 986 engines, and 255 aircraft from around the nation to respond to fires across the state.²⁶⁶ While response to wildfires is highly organized throughout the state—with multiple

²⁶⁵ Ibid, page 182,

<http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

²⁶⁶ “2011 Texas Wildfires Common Denominators of Home Destruction,” Texas A&M Forest Service, page 16, [https://tfsweb.tamu.edu/uploadedFiles/TFSMain/Preparing for Wildfires/Prepare Your Home for Wildfires/Content Us/2011%20Texas%20Wildfires.pdf](https://tfsweb.tamu.edu/uploadedFiles/TFSMain/Preparing%20for%20Wildfires/Prepare%20Your%20Home%20for%20Wildfires/Content%20Us/2011%20Texas%20Wildfires.pdf)



interlocal agreements between state, and federal resources—past events show that local first responders and agencies are understaffed and do not have the equipment to address large scale wildfires.^{267,268,269} This limited capacity to respond to wildfires increases the likelihood of miscommunication, first responder fatigue, and accidents. Compounding this lack of capacity is the increased likelihood of wildfires to reach across hundreds to thousands of acres and be sustained for days to weeks; rapid population growth and development in the wildland-urban interface are factors in this increase.²⁷⁰

Along with the limited staff capacity, wildfires themselves are unpredictable; this unpredictability can cause first responders, particularly firefighters, to become entrapped, dehydrated, overheated, or wreck vehicles including trucks, helicopters and airplanes.^{271, 272}

²⁶⁷ Sarah Rafique and Josie Musico, “Majority of Texas Fire Departments Staffed by Volunteer Firefighters,” *Claims Journal*, December 7, 2016, <https://www.claimsjournal.com/news/southcentral/2016/12/07/275425.htm>

²⁶⁸ Karen Jackson, “Case Study of the 2015 Hidden Pines Wildland-Urban Interface Fire in Bastrop, Texas,” Bastrop County Office of Emergency Management, March 31, 2016, https://www.co.bastrop.tx.us/upload/page/0027/docs/HPF_Case_Study_final_03312016.pdf

²⁶⁹ Ross Ramsey, “For Fire Departments, More to State Budget Than Numbers,” *Texas Tribune*, May 3, 2013, <https://www.texastribune.org/2013/05/03/more-texas-budget-numbers/>

²⁷⁰ “Fire Danger: Wildfire Risk,” Texas A&M Forest Service, accessed October 4, 2019, <https://tfsweb.tamu.edu/WildfireRisk/>

²⁷¹ Robert Avsec, “3 Heat Related Threats to Firefighters and How to Fix Them,” *Fire Rescue*, May 21, 2014, <https://www.firerescue1.com/fire-products/fire-rehab/articles/1917068-3-heat-related-threats-to-firefighters-and-how-to-fix-them/>

²⁷² “Fighting Wildfires,” Centers for Disease Control, accessed October 4, 2019, <https://www.cdc.gov/niosh/topics/firefighting/>

Figure 2-52: Texas National Guard assists with the 2011 Possum Kingdom Wildfire.²⁷³



Impacts: First responder fatigue and illness, miscommunication, and accidents may all lead to an increase of injuries and deaths, along with increased financial loss to replace equipment or vehicles. A 2006 wildfire in four rural counties, Hutchinson, Roberts, Gray, and Donley counties, led to the death of a volunteer firefighter. The firefighter tried to drive a water truck away from oncoming flames, not knowing that another team had removed vegetation- creating soft soil; the truck slid on the soil leading to the truck crashing and the driver dying.²⁷⁴ In 2011 during the wildfires in Bastrop, two volunteer firefighters were trapped between two fires when they turned into the wrong driveway and had their truck stuck in sand.²⁷⁵

2.8.16.2 Communications

Risks: Similar to hurricanes and tornadoes, the wide array of state and national first responders converging with local responders to fight large scale wildfires, creates communications challenges, because of the different communication equipment and protocols involved; these different methods of communication have the potential to lead to a lack of communication or miscommunication.²⁷⁶

²⁷³ Photography by SSG Malcom McClendon, Texas Military Department.

²⁷⁴ “Wildfire Related Deaths,” Centers for Disease Control, August 3, 2007, <https://www.cdc.gov/mmwr/preview/mmwrhtml/mm5630a1.htm>

²⁷⁵ “Trial by Fire,” *Texas Monthly*, December 1, 2011, <https://www.texasmonthly.com/articles/trial-by-fire/>

²⁷⁶ Samuel Sutton, “Pilot Instrumental in Fighting Sterling County Wildfires Dies in Helicopter Crash” *GoSanAngelo*, July 5, 2018. <https://www.gosanangelo.com/story/news/local/2018/07/05/pilot-instrumental-fighting-wildfires-dies-helicopter-crash/756420002/>



Compounding the potential miscommunication, is that the majority of wildland in Texas is privately owned, creating communication challenges between private landowners, first responders, and federal officials.²⁷⁷ The unpredictability of wildfires may also lead to miscommunication, particularly between on the ground and air response teams.

The economic impact from wildfires is immense. Wildfires can destroy homes and local businesses, displacing employees and employers for a prolonged period of time. The timber industry, particularly in East Texas, represents approximately an \$18 billion industry; wildfires destroy timber products that are the basis of this industry.²⁷⁸

Impacts: The lack of communication or miscommunication may lead to increases in injuries, deaths, and financial loss as described above in the safety section. Fires throughout the state in 2011 destroyed over 3,000 structures including approximately 2,947 homes.¹⁰³ It cost approximately \$20 million to just clean up the debris just in Bastrop County.²⁷⁹ The 2011 wildfires also destroyed over \$1.6 billion worth of timber products, representing a potential \$3.4 billion economic impact in East Texas.²⁸⁰ The Possum Kingdom Wildfire in 2011 destroyed over 249 homes, a restaurant and a church.²⁸¹

²⁷⁷ Cindy Devone-Panchero, "2011 Texas Wildfires: Two Perspectives," *Fire Rescue*, December 1, 2011, <https://firerescuemagazine.firefighternation.com/2011/12/01/2011-texas-wildfires-two-perspectives/#gref>

²⁷⁸ "Texas 2019," Texas A& M Forest Service, <http://tfsfrd.tamu.edu/economicimpacts/Texas%20Flyer/Texas2019.pdf>

²⁷⁹ Mary Huber, "Five Years After Devastating Fire, Bastrop County Still Recovering," *Austin American-Statesman*, September 26, 2018, <https://www.statesman.com/news/20160915/five-years-after-devastating-fire-bastrop-county-still-recovering>

²⁸⁰ "East Texas Wildfires Destroy \$97 million worth of Timber," Texas A&M Forest Service, <https://tfsweb.tamu.edu/Content/Article.aspx?id=27432>

²⁸¹ Trey Wallace and April Castro, "Damage Estimates Double in Possum Kingdom Fire," *NBC DFW*, April 19, 2011, <https://www.nbcdfw.com/weather/stories/Damage-Estimates-Double-in-Possum-Kingdom-Fire-120227884.html>

Figure 2-53: Homes on fire during the Possum Kingdom Wildfire in 2011.²⁸²



2.8.16.3 Food, Water, Sheltering

Risks: Potable water quality has the potential to decrease after wildfires due to increased erosion, diminished reservoir capacity, and ash, debris, other chemicals settling on or floating into lakes and rivers.²⁸³ The treatment of contaminated water can also be costly and time consuming for local communities.^{284, 285}

The unpredictability of how the wildfire may spread can create uncertainty in whether community members will follow an evacuation order for a particular area. Community members may stay behind after evacuations have been ordered assuming that they can defend their home or will not be in the path of the wildfires, but then need to evacuate suddenly when they realize they are in the wildfire's path.²⁸⁶ Wildfires travel quickly with a fire taking less than half an hour to travel 2 miles resulting in the need for residents to quickly evacuate.¹²⁴ This uncertainty inherent during evacuations coupled with the need for quick response times creates the potential for confusion between first responders, who may not know who has evacuated or who has stayed, potentially

²⁸² Photography by SSG Malcolm McClendon, The United States National Guard.

²⁸³ Ed Struzik, "How Wildfires are Polluting Rivers and Threatening Water Supplies," *Yale University*, October 2, 2018,

<https://e360.yale.edu/features/how-wildfires-are-polluting-rivers-and-threatening-water-supplies>

²⁸⁴ "Water Quality After a Wildfire," United States Geological Survey, accessed October 4, 2019,

<https://ca.water.usgs.gov/wildfires/wildfires-water-quality.html>

²⁸⁵ "Wildfires: How Do They Affect Our Water Supplies?" United States Environmental Protection Agency,

<https://www.epa.gov/sciencematters/wildfires-how-do-they-affect-our-water-supplies>



increasing the number of accidents than can occur if residents are trying to quickly leave their neighborhood.

Impacts: The impacts to the water supply after a wildfire can be long lasting and unpredictable. Over time, impaired water supply can lead to an increase of medical conditions, injuries, or loss of life. The suddenness and unpredictability of wildfires also creates an uncertainty of how many shelters are needed and where shelters should be placed. In 2011, 5,000 people had to be evacuated and dozens of shelters had to be set up in Bastrop County, including shelters for hundreds of animals.^{287,288} During the 2011 Bastrop County Complex fire, there was such a need for shelters that local hotels were utilized; some evacuees were sleeping outside of shelters on picnic tables.²⁸⁹

2.8.16.4 Transportation

Risks: In Texas, wildfires can lead to large scale disruptions and delays across transportation networks. Roadways which either go through a wildfire or are near a wildfire may need to be closed due to safety concerns and issues concerning visibility. These closures affect all forms of ground transportation including cars and other personal vehicles, commercial vehicles and business delivery services, public transit providers, emergency services such as ambulance service and firefighters, and others. Renters and homeowners may also not be able to access their properties if wildfires caused a road closure. The same can be said about private businesses: if consumers cannot reach a business, then these locations cannot provide desired services. Road closures can also create traffic concerns on other roadways, as these arterials may be the only other option for entry and exit of an area. Risk of damage to local transportation infrastructure due to high levels of heat from fire or burning debris is also a concern. Smoke from a wildfire can lead to unsafe travel conditions that may impact all forms of transportation including aerial, ground, and water through poor visibility and inhalation hazards.

Impacts: On September 4, 2011, wildfires in Travis County threatened the neighborhood of Steiner Ranch which has only 2 ways in and out for nearly 18,000 community members who call the neighborhood home.²⁹⁰ As flames and cinders drifted across RM 620 and made their way to nearby homes, evacuations took place.²⁹¹ Due to the limited roadway entry and exit points for the

²⁸⁷ “High Winds Whip Up Texas Wildfires,” *NPR*, September 5, 2011,

<https://www.npr.org/2011/09/05/140194891/high-winds-whip-up-texas-wildfires>

²⁸⁸ Greg Cima, “Hundreds of Animals Recovered Near Bastrop Fires,” *American Veterinary Medical Association*, October 26, 2011,

<https://www.avma.org/News/JAVMANews/Pages/111115o.aspx>

²⁸⁹ “Death Toll Rises in Texas Wildfires,” *NBC News*, September 6, 2011,

<http://www.nbcnews.com/id/44405434/ns/weather/t/rising-death-toll-texas-wildfires/#.XXlwP-hKg2w>

²⁹⁰ “Steiner Ranch Demographics,” *Point2Homes*, accessed September 16, 2019,

<https://www.point2homes.com/US/Neighborhood/TX/Austin/Steiner-Ranch-Deographics.html>

²⁹¹ Rob Maxwell, “Residents addressing wildfire risks in Lake Travis, Westlake,” *Community Impact Newspaper*, May 16, 2018,

<https://communityimpact.com/austin/lake-travis-westlake/features/2018/05/16/residents-addressing-wildfire-risks-in-lake-travis-westlake/>

neighborhood of, Travis County began to analyze the expansion of vehicular evacuation paths for Steiner Ranch.

Figure 2-54: Evacuations from Steiner Ranch in Travis County, 2011 Wildfire.²⁹²



2.8.16.5 Health and Medical

Risks: Wildfires can damage health and medical structures, limit the admittance of patients and the movement of patients to those facilities by blocking roads and other transport modes, and restrict hospitals and other medical providers' ability to receive assistance by limiting accessibility. If wildfires occur near large population areas, evacuations, the provision of shelters, and treatment of burns and smoke inhalation may be necessary. Increased business and housing development adjacent to or on wildfire-prone areas has also recently increased, placing more people at risk. The impact of wildfire smoke is also a large public health issue that can affect thousands of people and locations hundreds of miles away.²⁹³ The make-up of wildfire smoke usually consists of carbon dioxide, water vapor, carbon monoxide, particulate matter, hydrocarbons, nitrogen oxides, and trace elements. However, substances that are in the wildfire smoke can differ from wildfire to wildfire and are contingent on the fire's temperature, fuel source, and the conditions of the surrounding wind.²⁹⁴

²⁹² Photography by Brittany Glas, KXAN Austin, February 2017, <https://www.kxan.com/news/steiner-ranch-evacuation-route-up-for-2-7-million-vote-tuesday/>

²⁹³ "Wildfires and Public Health: A View from the Front Lines," U.S. Climate and Health Alliance, <http://usclimateandhealthalliance.org/wildfires-public-health-view-front-lines/>

²⁹⁴ Bryan Moy, "Wildfires and Public Health: A View from the Front Lines," U.S. Climate and Health Alliance, accessed September 20, 2019,



Impacts: Wildfires took the lives of four individuals after burning nearly 500,000 acres of land throughout the Texas Panhandle in early March 2017. Three of those deaths occurred in Gray County, where one fatality was accredited to smoke inhalation and two fatalities were accredited to burns. In Ochiltree County, 500 animals were killed as three to five commercial hog barns burned to the ground.²⁹⁵ The smoke associated with the wildfires, measured by the Texas Commission on Environmental Quality (TCEQ), also affected the air quality for the Amarillo region with levels of sulfur dioxide measured as being unhealthy for sensitive groups.²⁹⁶

2.8.16.6 Hazardous Material (Management)

Risks: Damages caused by a wildfire depends on the overall extent, size, heat levels, and other variables. Debris damage can include items from destroyed homes and businesses containing household waste, other structures holding waste, hazardous waste, green waste, or other personal and commercial property.²⁹⁷ Chemical storage facilities, if encroached upon by wildfire, can explode and cause harm to human and environmental health. These explosions, if large enough, can damage or destroy nearby homes and businesses while also effecting other critical operations and needs throughout an area. The smoke produced by a wildfire can contain hazardous material as chemicals and other substances can be engulfed by the fire and, as the chemicals or other hazardous material burn, travel with the winds over a widespread area.²⁹⁸ Once a fire has burned down or scorched a home, business, or other location, the ash and other debris may be contaminated and must be disposed of quickly and properly as to minimize the exposure of these materials to people and the environment. Commercial structures have been found to contain more hazardous substance and materials in its ash than residential structures and properties.²⁹⁹

Impacts: After a wildfire, debris and waste management is critical to cleaning hazardous material or substances which could have been spread or burned, reported by The Texas Commission on Environmental Quality.³⁰⁰

<http://usclimateandhealthalliance.org/wildfires-public-health-view-front-lines/>

²⁹⁵ Ronald Balaskovitz, "Texas Panhandle wildfires take lives, burn nearly 500,000 acres," *Amarillo Globe-News*, March 7, 2017,

<https://www.amarillo.com/news/local-news/2017-03-07/texas-Panhandle-wildfires-take-lives-burn-nearly-500000-acres>

²⁹⁶ "Air Quality Index Report: March 7, 2017," Texas Commission on Environmental Quality,

https://www.tceq.texas.gov/cgi-bin/compliance/monops/aqi_rpt.pl

²⁹⁷ "Wildfires," United States Environmental Protection Agency,

<https://www.epa.gov/natural-disasters/wildfires>

²⁹⁸ Tom Christopher, "Texas petrochemicals blaze blankets Houston area in black smoke," *CNBC*, March 19, 2019,

<https://www.cnn.com/2019/03/19/texas-petrochemicals-blaze-blankets-houston-area-in-black-smoke.html>

²⁹⁹ "Emergency Guidance on Wildfires #1," Department of Toxic Substances Control,

https://www.ihs.gov/california/tasks/sites/default/assets/File/DEHS%20Portal/WildFire_Emergency_Guidance_FS_1.pdf

³⁰⁰ "Managing Debris from Texas Wildfires," Texas Commission on Environmental Quality,

<https://www.tceq.texas.gov/assets/public/response/drought/managing-wildfire-debris.pdf>



2.8.16.7 Energy (Power & Fuel)

Risks: Damaged power lines, also known as transmission lines, and other above ground electric utility infrastructure can create devastating wildfires if not mitigated properly. In 2011, for example, the Bastrop County Complex fire was reportedly caused by a number of loblolly pine trees falling onto a string of electrical lines.³⁰¹ According to the Texas Wildfire Mitigation Project, power lines can spark wildfires through multiple mechanisms. Downed lines, vegetation contact, conductor slaps, repetitive faults, and apparatus failures are the most common ways power lines and utility infrastructure can lead to wildfires. As of 2015, there were nearly 26,000 miles of electric transmission lines, also known as power lines, throughout Texas.³⁰²

Impacts: The Bastrop County Complex fire, mentioned earlier and caused by downed electrical power lines, burned a total of 34,000 acres, lit 1,660 homes on fire, and killed two people while injuring 12 others. Another example of a much smaller wildfire caused by power lines occurred on May 8, 2018 as sparks from a power line in Big Spring caused a wildfire within its city limits. While no injuries or fatalities occurred, this fire was within 50 yards of a nearby apartment complex and threatened the lives of many people living there while the fire grew to a size of 15 acres. As a result of the fire, 1,600 homes and business were also without power for a period of time.³⁰³ In recent years, power lines have led to more than 4,000 wildfires in Texas.³⁰⁴

³⁰¹ Mary Huber, “Five years after devastating fire, Bastrop County still recovering,” *Austin-American Statesman*, September 15, 2016.

<https://www.statesman.com/news/20160915/five-years-after-devastating-fire-bastrop-county-still-recovering>

³⁰² “State of Texas: Energy Sector Risk Profile,” United States Department of Energy,

https://www.energy.gov/sites/prod/files/2015/06/f22/TX_Energy%20Sector%20Risk%20Profile.pdf

³⁰³ Laura Gutschke, “Big Spring area firefighters battle two wildfires that destroyed homes, caused power outages,” *Abilene Reporter News*, May 8, 2019,

<https://www.reporternews.com/story/news/local/texas/2018/05/08/two-big-spring-wildfires/591954002/>

³⁰⁴ “How Do Powerlines Cause Wildfires?” Texas Wildfire Mitigation Project,

<https://wildfiremitigation.tees.tamus.edu/faqs/how-power-lines-cause-wildfires>

Figure 2-55: Bastrop County Complex fire smoke from Highway 71, 2011.³⁰⁵



³⁰⁵ Lizzie Chen, “New Mandatory Evacuation Orders in Bastrop County,” *KUT News*, September 5, 2011, <https://www.kut.org/post/new-mandatory-evacuation-orders-bastrop-county>

2.8.17 WINTER WEATHER

The SHMP discusses the impacts of severe winter weather including downed trees, widespread power outages, damaged property, and injury and death. The effect of severe winter storms on Texas is quite disruptive compared to other regions that normally experience severe winter weather. In Texas, a heavy snowfall for the state is an accumulation of 4 or more inches of snow in a 12-hour period. This amount of snow accumulation usually occurs in the northern half of the state and in the higher elevations of West Texas. Winter weather events from Del Rio to Port Arthur are relatively rare. The most severe snow event, blizzards, is most likely to occur in the Texas Panhandle and South Plains Regions.

The SHMP notes that an ice storm occurs when rain falls out of the warm upper layers of the atmosphere into a cold and dry layer near the ground. The rain freezes on contact with the cold ground and accumulates on exposed surfaces. Damage can occur with half an inch of rain freezing on trees and utility wires; the damage increases if there are high winds. Based on this, an icing event is categorized as an ice storm at half an inch.

The size of Texas means that certain portions of the state are more vulnerable than others to severe winter weather. The SHMP points to the Texas Panhandle and North Central Texas region around Dallas and Texarkana as most vulnerable to severe winter storms. At the same time, these areas are better prepared for severe winter weather. The southern portions of the state are not as likely to incur severe winter weather, but when it does happen, the impacts are much stronger because the communities and governments are not as prepared.³⁰⁶ The SHMP notes that from 2018–2023, it is forecasted that winter weather will account for \$100,081,159 in property losses, \$3,572,851 in crop losses, 29 fatalities, and 319 injuries.

2.8.18 FEMA’S COMMUNITY LIFELINES FOR WINTER WEATHER

2.8.18.1 *Safety and Security*

Risks: The SHMP notes that while North Texas and the Panhandle are more likely than the rest of the state to see winter weather, when winter weather does impact southern Texas, communities are generally not as prepared as other communities in Texas.³⁰⁷ While TxDOT and local road crews do pretreat roads right before winter weather events, community officials often urge community members to simply stay off roads until it becomes warm enough for roads to clear of ice or snow.³⁰⁸

³⁰⁶ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 189, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

³⁰⁷ Ibid, page 189.

<http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

³⁰⁸ Meagan Flynn and Robert Downen, “The latest: Houston area braces for ice storm, potentially dangerous conditions,” *Houston Chronicle*, January 15, 2018,



At the same time, community members may not follow local officials directions and try to drive on icy roads leading to an increase in accidents due to residents unaccustomed to driving on snowy or icy roads or not seeing black ice on roadways.³⁰⁹ If community members do stay at home, they may not prepared for the cold conditions, or are concerned about high electric bills, leaving their heat off. Further, furnaces may break, or power outages may occur. Increased use of furnaces, fireplaces, and portable heaters increase the possibility of house fires or other infrastructure fires as well.³¹⁰

All of these factors increase the likelihood that first responders need to travel during hazardous road conditions in order to address accidents, or residents needing assistance at home. In addition to first responders traveling on unsafe roads, winter weather may close government buildings and schools; these closures may delay public services.

Impacts: The consequences of residents traveling on icy roads is an increase in first responders or community members injuring themselves or dying. A firefighter died trying to respond to a weather-related accident after being struck by a vehicle in Dallas in 2014 during an ice storm.³¹¹ Additionally, the city of Houston saw freezing rain, ice, and snow on January 16, 2018. Despite Houston officials urging community members to stay home, there were over 300 car accidents in a 9-hour period on January 16; this compares to approximately 226 car accidents in a 24-hour period on a typical day in Houston.³¹² This same winter event prevented approximately 1.1 million students from attending school. During the first week of January 2019, Abilene saw up to 4 inches of snow, black ice, and temperatures below 30 degrees; the snowy and icy road conditions led to police responding to at least 90 accidents on January 3, 2019.³¹³ In February 2016, a baby died due to a space heater being too close to other household items, causing a house fire.³¹⁴

<https://www.chron.com/news/houston-weather/article/Arctic-cold-front-may-bring-freezing-rain-sleet-12498562.php>

³⁰⁹ “Icy Roads Cause 800 Wrecks All Over Houston,” *Officer*, February 5, 2011,

<https://www.officer.com/home/news/10252127/icy-roads-cause-800-wrecks-all-over-houston>

³¹⁰ “Safety tips for winter fires,” Edwards Airforce Base, January 15, 2013,

<https://www.edwards.af.mil/News/Article/394164/safety-tips-for-winter-fires/>

³¹¹ “At Least 4 Deaths During North Texas Icy Weather,” *CBS DFW*, February 11, 2014,

<https://dfw.cbslocal.com/2014/02/11/at-least-4-deaths-during-north-texas-icy-weather/>

³¹² Jonathan Martine, “Hundreds of accidents reported as Houston area deals with icy roads,” *Click2Houston*, January 16, 2018,

<https://www.click2houston.com/news/hundreds-of-accidents-reported-as-houston-area-deals-with-icy-roads>

³¹³ Jesus Martinez, “Dallas-Fort Worth was spared snowfall, but other parts of Texas weren't so lucky,” *Dallas Morning News*, January 3, 2019,

<https://www.dallasnews.com/news/weather/2019/01/03/dallas-fort-worth-was-spared-snowfall-but-other-parts-of-texas-weren-t-so-lucky/>

³¹⁴ “Infant Dies in Leander Mobile Home Fire,” *Fox 7 News Austin*, February 23, 2015,

<https://www.fox7austin.com/news/infant-dies-in-leander-mobile-home-fire>



2.8.18.2 *Communications*

Risks: Winter weather can damage or destroy powerlines throughout impacted areas, because of ice accumulating on powerlines or trees falling over from the weight of ice accumulation on powerlines. Damaged or destroyed powerlines have the potential to lead to power outages throughout a particular area during winter weather events. Power outages can lead to community members not having access to internet or telephone, preventing community members from calling or reaching out for help. Lack of power also creates the potential for community members to lose heat, increasing the need for assistance.

Freezing to below freezing temperatures, ice, and snow may also lead to significant economic impacts. Along with government buildings and services and schools closing, road conditions increase the potential for businesses throughout the potential area to close as well for employees to not reach their place of work. The agriculture industry is particularly prone to the often brief winter weather events in Texas; a week of lower than average temperatures can destroy crops and injure or kill livestock.

Impacts: On December 6, 2011 an ice storm came through North Texas leaving approximately 45,0000 customers throughout North Texas without power due to tree limbs and debris damaging powerlines and associated equipment.³¹⁵

The SHMP describes the economic impact from the 2015 winter storm in North Texas in Lubbock County. The combined economic loss for businesses and commerce was \$200 million. Direct losses from the storm were most significant to area ranchers and dairy farmers who suffered combined losses of at least \$20 million. The USDA estimated 15,000 head of dairy cattle died from snow suffocation in the Texas Panhandle with similar numbers for non-dairy cattle.³¹⁶

2.8.18.3 *Food, Water, Sheltering*

Risks: Sheltering or warming centers are an essential need during winter weather due to the potential for freezing to below freezing temperatures and power outages. However, the icy road conditions can make traveling to shelters difficult, creating a potential for community members to be uncertain whether they should stay in place or head to shelter.

Sudden power outages, particularly at night, may compound the confusion with community members thinking that they can stay in place, suddenly needing to find a shelter and traveling on hazardous roadways. Homeless individuals are particularly vulnerable to cold weather, with

³¹⁵ Courtney Coleman, “Thousands Still Without Power,” *NBC News-DFW*, December 8, 2013, <https://www.nbcdfw.com/weather/stories/Customers-Without-Power-After-Storm-234760611.html>

³¹⁶ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 43, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

individuals not knowing where temporary warming centers are located, or they may think that they can survive for one to two nights in the extreme cold.

Impacts: During the January 2018 winter storm in Houston, shelters saw an increase in those seeking shelter with just one temporary shelter housing 180 individuals in a night; most of the individuals seeking shelter were homeless individuals, but a few were individuals whose furnace quit working.³¹⁷ Two deaths were reported during the same cold weather event in Dallas in January 2018; the two individuals who died were homeless—one was found under an overpass and the other individual was found at a bus stop.³¹⁸

2.8.18.4 Transportation

Risks: Roadways, especially bridges, are susceptible to icing during winter weather events. When a transportation corridor is iced over, or covered in snow, this creates hazardous driving conditions which effect personal and commercial vehicles. Winter weather can create unpredictable and dangerous driving conditions and all travel is highly discouraged during these events. Aerial travel can also be impacted during winter weather events as visibility becomes limited. The icing of planes and other aircraft, along with runways, only make aerial flight more dangerous during these weather events and can produce cancelled flights. While rare, railroad track switches may also freeze as winter weather can disrupt the distribution of numerous goods and commercial material throughout Texas.

Impacts: February 2015 saw 600 flights cancelled at the Dallas-Fort Worth International Airport due to freezing rain and sleet. During November of the same year, the Dallas/Fort Worth metroplex, along with portions of the Texas Panhandle, experienced troubling ice storms which crippled transportation operations. This severe winter weather event lead to 120 car crashes near Amarillo and numerous semi-trucks jackknifed on Interstate 40 which caused the highway to close for 5 hours.³¹⁹ A similar event was seen in February 2015, as the picture below illustrates, winter weather induced wrecks near Amarillo.³²⁰

³¹⁷ Deborah Wrigley, “Warming Center Sees Uptick in People Taking Shelter from Freezing Temperatures,” *ABC Eye Witness News*, January 17, 2018,

<https://abc13.com/warming-center-sees-uptick-in-people-taking-shelter-from-cold/2960410/>

³¹⁸ Holley Ford, “Two Dead in Dallas After Spending Night in the Cold,” *NBC News-DFW*, January 17, 2018, <https://www.nbcdfw.com/news/local/2-Dead-in-Dallas-After-Spending-Night-in-the-Cold-469773003.html>

³¹⁹ *How Vulnerable is Texas’ Freight Infrastructure to Extreme Weather Events?*, Texas A&M Transportation Institute, page 82,

<https://static.tti.tamu.edu/tti.tamu.edu/documents/PRC-16-62-F.pdf>

³²⁰ “An icy-dicey mess,” *Amarillo Globe-News*, February 23, 2015, <https://www.amarillo.com/article/20150223/NEWS/302239677>

Figure 2-56: Jackknifed semi-trucks on Interstate 40 near Amarillo, February 2015.³²¹



2.8.18.5 Health and Medical

Risks: The occurrence of winter weather can present barriers to individuals trying to access health care and medical providers trying deliver care or reach patients who require help and assistance. Physical access to health care and medical providers is the main concern, as frozen precipitation can make roadways unsafe and potentially deadly to travel on for personal vehicle travel, public transit, and medical transport vehicles.³²² Rescue missions may also be impacted by low-visibility and the potential of freezing mechanical equipment. As ice or snow accumulates on power lines, hospitals and other medical provider facilities can face power outages or blackout situations, potentially putting the lives of patients in life-threatening danger. Depending on the amount of snowfall or ice accumulation, hospitals may also need to turn their operations into what is best described as a hotel, as high numbers of hospital staff may be required to live at the hospital if they are unable to leave due to road conditions.³²³

³²¹ Photography by *Amarillo Globe News*, February 23, 2015, <https://www.amarillo.com/article/20150223/NEWS/302239677>

³²² Eric Allen Conner, “Overcoming Winter Weather’s Barriers to Healthcare,” *Healthily*, February 25, 2016, <https://www.healthify.us/healthify-insights/overcoming-winter-weathers-barriers-to-healthcare>

³²³ “Emergency planning: Preparing for a winter storm,” Hospital Safety Center, January 5, 2017, http://www.hospitalsafetycenter.com/details.cfm?content_id=328679&topic=WS_HSC_BHS

Impacts: Since 2011, Texas has been the eighth most deadly state in the nation, and the first most deadly state in the southern portion of the U.S., for winter weather vehicle accidents.³²⁴ The SHMP specifically presents the story of two individuals who, while traveling in a car on December 27, 2015, lost their lives due to a combination sleet, snow, and freezing rain covered roads around Lubbock. During this same winter weather event in the Texas Panhandle, medical personnel and other first responders conducted rescue missions for motorists who had been stuck in their vehicles for up to 32 hours due to snow drifts that blocked roads.³²⁵

Figure 2-57: Vehicles stuck in snowdrifts near Amarillo during February 2013 blizzard.³²⁶



2.8.18.6 Hazardous Material (Management)

Risks: Winter weather, and the association of freezing temperatures, can cause disruption, malfunction, and other consequences to refinery processes, infrastructure, and other facilities that may be required in handling potentially hazard material and or waste. The transporting of hazardous material can also be put into risk, as winter weather can make roadways treacherous which can lead to spills and other accidents. Hazmat response teams can also be hindered, as roadway access is needed for their arrival. Snow, ice, and sleet can also make trains more

³²⁴ Doyle Rice, “Winter car accidents are a deadly weather hazard,” *USA Today*, February 6, 2017, <https://www.usatoday.com/story/weather/2017/02/06/winter-fatal-car-accidents/97551588/>

³²⁵ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 43, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

³²⁶ Photography by Amarillo National Bank, National Weather Service, February 25, 2013, <https://www.weather.gov/ama/feb25blizzard>

susceptible to derailments and cause hazardous material spills, depending on what the train is transporting. While the presence of snow can limit the spread of leaked material, as the snow may initially act as a barrier, continued snow fall can also cover up spills and other waste leaks which can limit the ability of response crews to find further spills.³²⁷

Impacts: During winter weather events, all forms of transportation can be treacherous due to slippery conditions and visibility concerns. Train derailments across the nation also appear to be more common during high accumulation times of snow and ice.

2.8.18.7 Energy (Power & Fuel)

Risks: Widespread power outages can result from snowfall and ice accumulation. Depending on the amount of snow or ice, transmission lines can be weighed down to a point where they collapse and are left in a state of needed repair. Further, snow, ice, and other winter weather accumulation can weigh down tree branches, causing them to snap and fall on top of above ground energy infrastructure which can leave people without electricity for an extended period of time. Winter weather can also limit the physical access people have in order to reach gas and other fueling stations. The same can be said for the transportation and delivery of fuel to gas stations as roads can become impassable and unsafe to drive on. When winter weather effects roadways, oil refineries and other fuel production sectors, there may be reduction in the demand for their products, as vehicle use falls if roads cannot be used or accessed in a safe manner.³²⁸ Winter weather accumulation, due to the potential of power outages, can affect homes, businesses, and schools..

Impacts: During an ice storm in the Dallas/Fort Worth metroplex in December 2013, Oncor estimated that 500,000 customers lost power in the area. This loss of power was and remains one of the company's largest power outages in North Texas' power line network.³²⁹

³²⁷ "Spill Cleanup in Adverse Weather Conditions," Protect Environmental Services Inc., <http://www.protectusa.net/spill-cleanup-in-adverse-weather-conditions/>

³²⁸ Suzanne Danforth and Amanda Fairfax Dirkes, "Freezing Temperatures Disrupt Refinery Operations & Products Demand Across PADD 3," *Genscape*, January 18, 2018, <https://www.genscape.com/blog/freezing-temperatures-disrupt-refinery-operations-products-demand-across-padd-3>

³²⁹ "Ice Storm Power Outages Leave Questions," *Dallas Morning News*, February 5, 2011, <https://www.dallasnews.com/business/energy/2013/12/15/ice-storm-power-outages-leave-questions/>

Figure 2-58: Downed power line during the 2013 ice storm in Paris, Texas.³³⁰

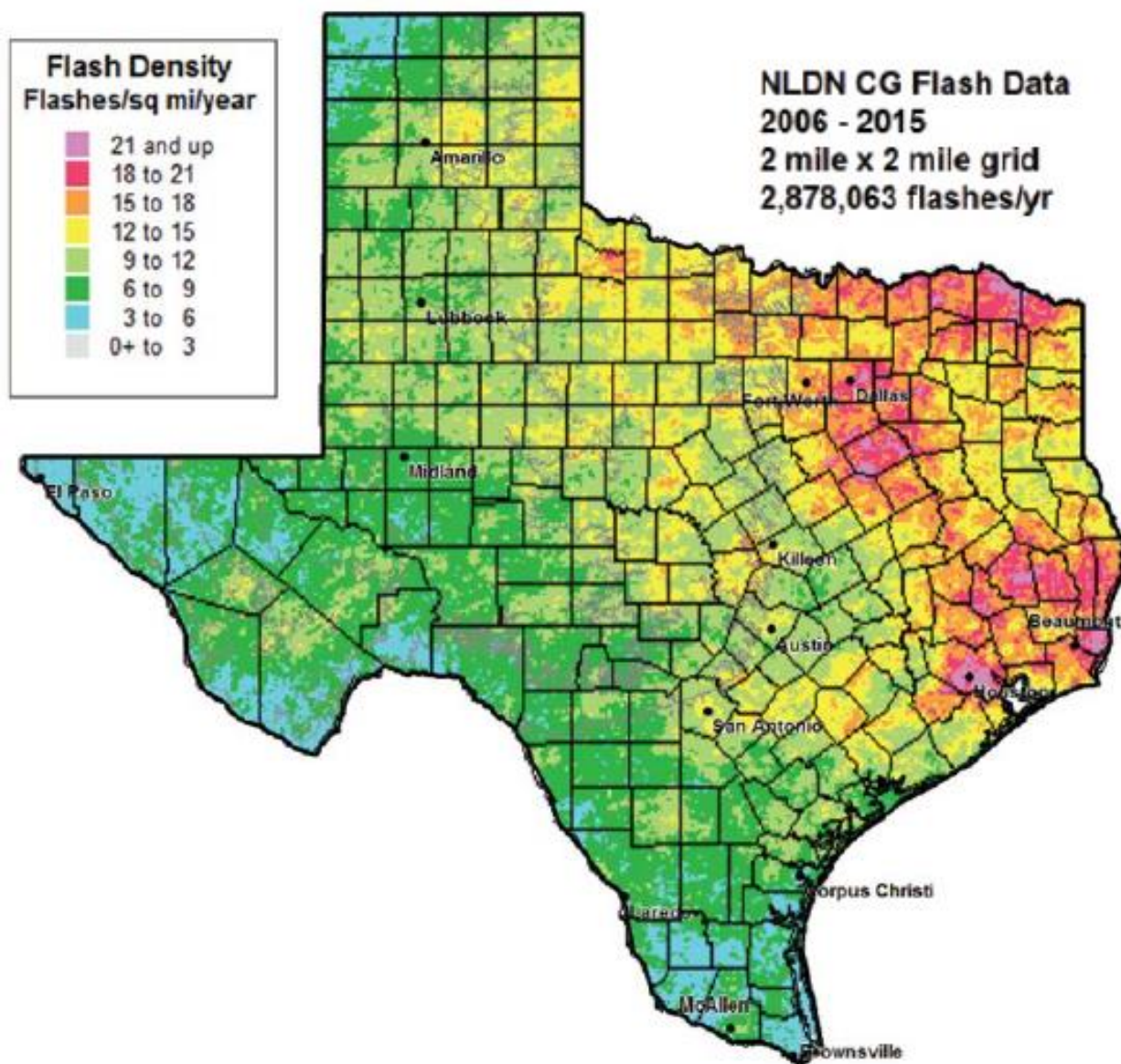


³³⁰ “North Texas Winter Storm: December 5-7th 2013,” National Weather Service, NOAA, <https://www.weather.gov/fwd/december72013>

2.8.19 LIGHTNING

The SHMP defines lightning as a massive electrostatic discharge between electrically charged regions within clouds, or between a cloud and the earth's surface. The SHMP identifies the Houston and Beaumont/Port Arthur areas, along with the Dallas-Fort Worth metroplex, as the most vulnerable when it comes to lightning strikes. The following NLDN CG Flash Data map presents the location of lightning strikes in Texas from 2005–2016.

Figure 2-59: Locations of lightning strikes in Texas (2005-2016)³³¹



³³¹ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 196, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

The annual average financial loss due to lightning in Texas is \$3,234,744, making this hazard the tenth most financially costly in the state. The SHMP notes that from 2018–2023, it is forecasted that lightning will account for \$17,560,332 in property losses, \$269 in crop losses, 15 fatalities, and 64 injuries.

The National Lightning Safety Institute defines the different types of lightning, presented in the following table and in the SHMP.³³²

Table 2-17: Forms of Lightning

| Forms of Lightning | |
|----------------------------|---|
| Lightning Form | Definition |
| Direct Strike | This is the most dangerous hazard, wherein the person or structure is in a direct path for lightning currents. The magnitude of the current determines its effects. A typical amperage of 20kA acting on a ground of 10 ohms creates 200,000V. A large strike can attain 150kA levels. More than 50 volts will drive a potentially lethal current through the body. |
| Side Strike | This hazard results from the breakup of the direct strike when alternate parallel paths of current flow into the ground via a person or structure. When the initial current path offers some resistance to current flow, a potential above-ground current develops and the person or structure's resistance to ground becomes the alternate path of conduction. |
| Conducted Strike | This hazard occurs when lightning strikes a conductor which in turn introduces the current into an area some distance from the ground strike point. Unprotected connected equipment can be damaged, and personnel injured if they become an indirect path in the completion of the ground circuit. |
| Structure Voltage Gradient | Current passing through two or more structures creates a momentary voltage differential. Poor interconnect bonding may cause a completed circuit potential difference. The same hazard is created, for example, by a person touching an ungrounded object while he or she is grounded. The electrical circuit is completed through the person, sometimes with fatal consequences. |
| Induced Effects | Lightning can induce electric field and magnetic field coupling into structures and into wiring. Magnetic coupling is transformer action, and the common laws for transformers prevail. |

³³² *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 195, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

| Forms of Lightning | |
|----------------------------|---|
| Lightning Form | Definition |
| Steamer Conductor | The steamer hazard occurs when a lightning leader influences electric behavior of objects on the Earth. Even streamers which do not become a part of the main channel can contain significant amounts of current. Steamer current exposure can affect people and sensitive electronics. |
| Sequelae | These secondary effects are many. Forest and grass fires, explosive steam conditions in masonry, trees and other water-bearing objects, and consequences of the thunder clap startling a person into inadvertently throwing a switch are examples. |
| Step Voltage/Touch Voltage | This hazard occurs as a result of a lightning strike dissipating its energy through the ground. The ground current creates a voltage drop across the surface of the Earth. A person standing within several hundred feet from the lightning strike point can have several hundred volts generated between his or her feet. This hazard is identical to a person being grounded while touching two live wires, one with each hand. |

2.8.20 FEMA'S COMMUNITY LIFELINES FOR LIGHTNING

2.8.20.1 *Safety and Security*

Risks: Lightning can accompany a variety of other hazards including hurricanes, severe thunderstorms, flood events, extreme heat, and wildfires, and accordingly is associated with all of risks posed by these hazards. Lightning on its own may significantly impact the safety and security of first responders and impact government buildings and services. Lightning striking buildings or homes or other infrastructure has the capacity to start fires which can spread to surrounding areas. If lightning occurs in conjunction with a severe thunderstorm, there is the potential for a flooding event to occur along with fires. High flood waters or debris in roadways from heavy winds may block or hinder first responders from getting to the fire.

Impacts: There are several recent incidents of first responders injured trying to save community members and homes from fires started by lightning. For example, during August 2018, three first responders in Frisco, Texas were injured fighting a house fire started by lightning.³³³ Similarly, two deputies were treated for smoke inhalation after running into a house fire started by lightning in Harris County on June 29, 2019. On July 10, 2019, lightning caused a house fire in Irving, Texas; two firefighters were treated for heat exhaustion.³³⁴

³³³ "3 First Responders Injured Battling Frisco House Fire" *CBS Local News*, August 9, 2018, <https://dfw.cbslocal.com/2018/08/09/first-responders-injured-frisco-house-fire/>

³³⁴ "Lightning strikes blamed for house fires in Flower Mound, Irving," *Fox 4 News*, July 10, 2019, <https://www.fox4news.com/news/lightning-strikes-blamed-for-house-fires-in-flower-mound-irving>

2.8.20.2 Communications

Risks: Lighting can cause trees to topple into powerlines, hit power poles or related equipment directly, or lead to fires near powerlines, all with the potential to cut off power. The lack of power due to a lightning strike may compound issues related to another hazard's communication risks.

House or other infrastructure fires require a quick response; this may lead to first responders or neighbors trying to get into the building to save individuals trapped inside or tell the community members that the building is on fire. Confusion may ensue during such events, as first responders may not know who is left inside.³¹³

Impacts: Miscommunication or confusion may lead to an increase in injuries or death of first responders or community members.

2.8.20.3 Food, Water, Sheltering

Risks: Finding a safe shelter during a lightning event is a common source of confusion for community members. Community members, especially during thunderstorms, may try to seek shelter under trees, tents or pavilions to keep dry during a thunderstorm/lightning event.^{335, 336} However, these areas are not suitable, and are often more dangerous, than being out in the open during lightning. Individuals may assume that they have more time to find shelter than they actually do or assume that if the rain has stopped during a thunderstorm there are no longer safety issues.

Impacts: Confusion of where to go during lightning events has the potential to increase accidents, injuries or deaths associated with lightning strikes. A roofer was in critical condition after he was struck by lightning during a thunderstorm on June 2, 2019. The roofer came inside during the rain but went back on the roof after the rain subsided when he was struck by lightning.³³⁷ In 2017, a man was killed by lightning in Midland, Texas sitting on a cinder block wall; he reportedly said "Oh it won't strike here" right before he was struck.³³⁸

³³⁵ "Lightning FAQ," Centers for Disease Control,
<https://www.cdc.gov/disasters/lightning/faq.html>

³³⁶ "Is your 'shelter' from the storm a lightning safe place? Reminders about the dangers of tents and thunderstorms," *Lightning Protection Institute*,
<https://lightning.org/is-your-shelter-from-the-storm-a-lightning-safe-place-reminders-about-the-dangers-of-tents-and-thunderstorms/>

³³⁷ "Incident Data," *Struck by Lightning*,
<http://www.struckbylightning.org/news/displIncidentdb.cfm>

³³⁸ Stephanie Bennett, "Family of Midland lightning victim speak and a warning for others Lightning fatally strikes man," *CBS 7 News*, July 4, 2017,
<https://www.cbs7.com/content/news/Family-of-Midland-lightning-victim-speak-and-a-warning-for-others-432533303.html>

2.8.20.4 Transportation

Risks: During a thunderstorm, lightning has been known to strike trees and cause branches and limbs to fall and block roadways and other transportation access points. Lightning strikes can also impact traffic control systems and other operations and maintenance aspects of the transportation network. Lightning strikes can affect these systems by either striking them or causing power outages in the immediate area. This can lead to traffic delays, traffic signals not functioning properly, pedestrian beacons being out of service, public transportation options being limited, and others. While the majority of airplanes and other aerial transportation devices are designed to handle lightning strikes, some crashes can be attributed to lightning.³³⁹ Lightning can also affect traffic control devices, different safety controls at airports, and general situational awareness and route options for pilots.

Impacts: As storms rolled into the Dallas-Fort Worth metroplex on May 11, 2016, lightning struck near the Dallas Area Rapid Transit's (DART) station in downtown Carrollton. DART reported that two of its trains, along with necessary electrical equipment, were damaged.³⁴⁰ This lightning event limited DART's public transportation capacity for several days after the event.

Figure 2-60: Crews work to repair the Carrollton DART rail line damaged by lightning.³⁴¹



³³⁹ *Extreme weather impacts on transport systems 2011*, VTT Technical Research Centre of Finland, page 25, <https://www.vtt.fi/inf/pdf/workingpapers/2011/W168.pdf>

³⁴⁰ "Lightning strike blamed for damage at Carrollton DART station," *Fox 4 News KDFW*, May 12, 2016, <https://www.fox4news.com/news/lightning-strike-blamed-for-damage-at-carrollton-dart-station>

³⁴¹ Todd L. Davis, "Carrollton DART Rail Reopens After Lightning Strike," *NBC DFW*, May 13, 2016, <https://www.nbcdfw.com/news/local/DART-Rail-Shut-Down-in-Carrollton-After-Lightning-Strike-379154291.html>

2.8.20.5 *Health and Medical*

Risks: The SHMP notes that lightning can cause injury and death throughout Texas. Most lightning deaths and injuries that people sustain are at golf courses, standing under trees, or near water, according to the National Weather Service.³⁴² Depending on the type of lightning strike, the severity of injury varies case by case. The deadliest type of lightning strike—direct strikes—account for roughly 5 percent of lightning injuries. Ground current (50 percent), side flash (30 percent), and conduction (15 percent) strikes account for the rest of injuries attributed by lightning strikes.³⁴³

Impacts: On August 26, 2014, in Bee Cave, 3 children were injured by a lightning strike during soccer practice at the Lake Travis Youth Association Field of Dreams. Witnesses to the accident told reporters that there was no indication of lighting, as there were no storms in the area and the sky was fairly clear.³⁴⁴ From 2008–2017, there were 20 lightning fatalities in Texas, the second highest number of lightning attributed deaths in the United States, behind Florida.³⁴⁵ From 1996 to 2016, lightning accounted for 5 percent of hazard-related deaths in Texas, tied with hurricanes, tropical storms, and depressions during the presented time period.³⁴⁶

2.8.20.6 *Hazardous Material (Management)*

Risks: Lightning strikes can cause a great deal of damage and destruction to storage facilities and other structures that house hazardous materials and/or waste. If an explosion occurs, hazardous material can be scattered throughout an area and expose itself to human and environmental health functions. Even if the hazardous material does not physically reach an area on ignition or explosion, the possibility of the explosion placing these materials into a waterway can create effects felt downstream. If a fire occurs, the fumes from the fire can be lifted and carried across miles of land and, therefore, reach households and businesses which were not in the immediate vicinity of the lightning strike.

Impacts: On May 22, 2018, lightning struck and ignited a tank battery—a group of tanks connected to receive crude oil production from a nearby well or production lease that is then measured and tested before moving through the pipelines—near Hallsville. As a consequence of the oil fuel fire,

³⁴²“Lightning,” National Weather Service, NOAA, accessed October 4, 2019, https://www.weather.gov/hgx/severe_weather_awareness_lightning

³⁴³ “Lightning Safety 101,” Center for Wilderness Safety, <https://www.wildsafe.org/resources/outdoor-safety-101/lightning-safety-101/lightning-injuries/>

³⁴⁴ Ashley Gou, “EMS: Three children injured by lightning strike,” *KVUE News*, August 26, 2014, <https://www.kvue.com/article/news/local/ems-three-children-injured-by-lightning-strike/269-260153303>

³⁴⁵ “Lightning Victims,” National Weather Service, accessed October 4, 2019, <https://www.weather.gov/safety/lightning-victims>

³⁴⁶ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 92, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

7 nearby acres caught on fire.³⁴⁷ On March 28, 2018, two oil tanks in Burleson County were struck by lightning; causing an explosion and fire. The fires were contained, but the fumes associated with the explosion and fire put nearby homes and businesses at risk.³⁴⁸

Figure 2-61: Lightning ignited oil tanks in Burleson County in 2018.³⁴⁹



2.8.20.7 Energy (Power & Fuel)

Risks: During a lightning event, electric equipment with power lines and at substations can be struck, causing power outages for extended periods of time. Lightning can also hit trees and other structures that may, in turn, fall onto utility infrastructure and cause power outages. Lightning strikes traveling through household and commercial devices can also cause fires if they are plugged into an outlet. Using surge protectors, or unplugging appliances and electronics during lightning events, can drastically reduce this from happening.³⁵⁰

Impacts: On June 5, 2019, the city of College Station reported that a 138kV tie switch, located at a substation, had been struck by lightning. This lightning strike caused the substation to lose its ability to provide power to 8,770 customers.³⁵¹

³⁴⁷ Ken Hedler, "Lightning strike ignites tank battery near Hallsville," *Longview News-Journal*, May 23, 2018, https://www.news-journal.com/news/police/lightning-strike-ignites-tank-battery-near-hallsville/article_c7c752fa-5e99-11e8-b332-23f9ee5727e2.html

³⁴⁸ Blakeley Galbraith, "Oil tank explodes in Burleson County after lightning strike," *KBTX-TV*, March 28, 2018, <https://www.kbtv.com/content/news/Oil-tank-explodes-in-Burleson-County-after-lightning-strike-478215323.html>

³⁴⁹ Photography by Blakeley Galbraith, *KBTX-TV*, March 28, 2018, <https://www.kbtv.com/content/news/Oil-tank-explodes-in-Burleson-County-after-lightning-strike-478215323.html>

³⁵⁰ "Power Fluctuations," CoServ, accessed October 4, 2019, <https://www.coserv.com/Energy-Solutions/Reliability/Power-Fluctuations>

³⁵¹ Kasey Tucker, "Storm causes power outages across College Station," *KBTX-TV*, June 5, 2019, <https://www.kbtv.com/content/news/Storm-causes-power-outages-across-College-Station-510855431.html>

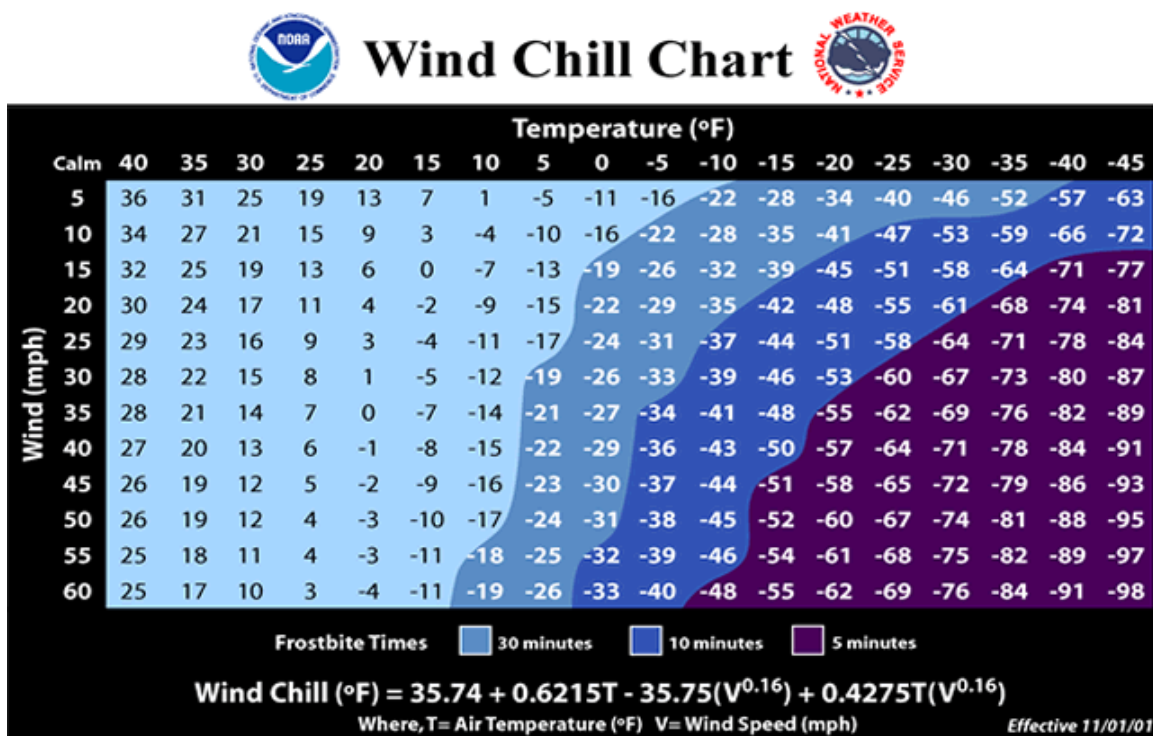
2.8.21 EXTREME COLD

The SHMP predicts that the number of days with maximum temperatures above freezing (32°F) throughout Texas are expected to decrease over time and will lead to a reduction in annual cold weather events every year. While extreme cold can happen anywhere in Texas, the Panhandle and other northern portions of the state experience the majority of extreme cold temperatures. In the Panhandle, extreme cold means days below 0°F, while in the Rio Grande Valley it means reaching temperatures below freezing.

The SHMP notes that from 2018–2023, it is forecasted that extreme cold will account for \$2,972,052 in property losses, \$514,705 in crop losses, 4 fatalities, and 1 injury.

The SHMP also notes that when dealing with extreme cold, the wind-chill effect is important to consider. The wind chill temperature is a measurement of how cold the wind makes the air feel to the human body. Since wind can dramatically accelerate heat loss from the body, a 30°F day could feel just as cold as a calm day with 0°F temperatures. Provided by the National Oceanic and Atmospheric Administration, the following chart depicts wind chill dependent on temperatures, wind speed, and exposure in minutes.³⁵²

Figure 2-62: NOAA Wind Chill Chart



³⁵² “Wind Chill Chart,” National Weather Service, NOAA, accessed October 4, 2019, <https://www.weather.gov/safety/cold-wind-chill-chart>



2.8.22 FEMA'S COMMUNITY LIFELINES FOR EXTREME COLD

2.8.22.1 *Safety and Security*

Risks: Similar to winter weather, inexperience with extreme cold has the potential for Texans to be unprepared for the cold and its associated risks. Community members may not have additional clothing or household items such as heavier coats, boots, or blankets. Additionally, community members may not understand how to prepare for extreme cold such as leaving faucets dripping, properly maintaining space heaters, or bringing pets inside. Extreme cold events are often short lived in Texas as well; this has the potential to exacerbate risks, as community members may not want to invest in heavier coats or boots because they may think that the extreme cold will quickly dissipate. Some community members cannot afford to purchase heavier coats, boots, or other extreme cold essentials.

These assumptions and lack of understanding of how to prepare creates the potential for an increase in accidents and injuries, necessitating first responders to go out in to extreme cold and potential icy roads to respond to these events. Cold weather may also increase the likelihood of equipment malfunctions, such as fire hydrants frozen shut or frozen ladders and hoses; these malfunctions may all create the potential for further injury or accidents to community members or first responders.³⁵³

Impacts: In 2018, communities throughout Travis County saw temperatures below 28°F with icy roadways. These conditions led to several accidents throughout the area with one reported fatality. Major traffic delays were reported across the county. In addition to asking drivers to stay off the roads or slow down on roadways, TxDOT reminded drivers to slow down for crews on the road.³⁵⁴

2.8.22.2 *Communications*

Risks: Similar to extreme winter weather events, extreme cold may lead to power outages or brownouts due to the constant need for heat. Power outages impair residents' ability to call for help if they are in danger. Also, first responders may be overwhelmed with calls that the electricity has gone out—having less capacity to address life threatening accidents or issues in the community.³⁵⁵ Since extreme cold is associated with extreme winter weather, there is the potential for icy road conditions or debris such as fallen tree limbs in the roadway. This may hinder first

³⁵³ Colleen Long and Carolyn Thompson, "For Firefighters, Bitter Weather Creates its Own Hazards," *AP News*, January 7, 2018, <https://www.apnews.com/ad2994834d9046969e69336fe5b1c417>

³⁵⁴ Tony Cantu, "Icy Road Conditions in Austin Spark Accidents, Road Closures," *The Patch*, January 2, 2018, <https://patch.com/texas/downtownaustin/icy-road-conditions-austin-spark-accidents-road-closures>

³⁵⁵ "Don't call 911 to report a power outage unless there's an actual emergency," *Valley News*, June 28, 2017, <https://www.valleynewslive.com/content/news/Dont-call-911-to-report-a-power-outage-unless-theres-an-actual-emergency-431400583.html>

responders from getting to community members in a timely fashion or may prevent them from reaching a community member.

Impacts: In 2018, over 20 counties in East Texas saw widespread power outages along with extreme cold, with over 20,000 reported outages. Harrison, Panola, Marion, Morris, Rusk, and Shelby Counties saw the majority of outages in East Texas during this event.

2.8.22.3 Food, Water, Sheltering

Risks: Sheltering or warming centers are an essential need during winter weather and extreme cold due to the potential for freezing temperatures and consequential power outages. Sudden power outages, particularly at night, may compound the confusion among community members thinking that they can stay in place, and suddenly realizing the need to find a shelter. Homeless individuals are particularly vulnerable to cold weather; however, homeless individuals may not know where temporary warming centers are located, or they may think that they can survive for one to two nights in the extreme cold.

Impacts: During the January 2018 winter storm in Houston, shelters saw an increase in those seeking shelter, with just one temporary shelter housing 180 individuals in a night; most of the individuals seeking shelter were homeless individuals, but a few were individuals whose furnace quit working.³⁵⁶ Two deaths were reported during the same cold weather event in Dallas in January 2018; the two individuals who died were homeless—one was found under an overpass and the other individual was found at a bus stop.³⁵⁷

2.8.22.4 Transportation

Risks: While cold weather extremes in Texas are relatively rare and mild when compared to other portions of the country, there are a variety of transportation-related impacts that can be attributed to extremely cold temperatures. Extreme cold temperatures can present challenges which impact transportation operational systems, safety of transportation network users, airport closures and delays, equipment malfunctions, the potential for frozen fuel lines, and impacts to logistical schedules.³⁵⁸ Diesel and gasoline-powered engines may have to work harder and lead to more strains on the vehicles they are powering, as vehicle batteries can also become stressed. The fuel being used in vehicles can, if temperatures fall low enough, become a gel-like substance that can

³⁵⁶ Deborah Wrigley, “Warming center sees uptick in people taking shelter from freezing temperatures,” *Channel 13 Eye Witness News*, ABC, January 17, 2018,

<https://abc13.com/warming-center-sees-uptick-in-people-taking-shelter-from-cold/2960410/>

³⁵⁷ Holley Ford, “Two Dead in Dallas After Spending Night in the Cold,” *NBCDFW.com*, January 17, 2018,

<https://www.nbcdfw.com/news/local/2-Dead-in-Dallas-After-Spending-Night-in-the-Cold-469773003.html>

³⁵⁸ “Transportation Systems’ Resilience to Extreme Cold Weather,” *Transportation Association of Canada*, January 26, 2015,

<https://www.tac-atc.ca/en/transportation-systems-resilience-extreme-cold-weather>

inhibit personal and commercial travel on roadways and rail lines. Extremely cold temperatures can also stress metal bridges and other hardened infrastructure on the transportation network.³⁵⁹

Impacts: In February 2011, during the events of Super Bowl XLV held at the AT&T Stadium in Arlington, freezing temperatures swept across the Dallas-Fort Worth metroplex. It was reported that 4 inches of ice and sleet fell in Arlington and, near the Dallas-Fort Worth International Airport in Grapevine, below-freezing temperatures stayed in the area for over 100 consecutive hours. At the airport, it was reported that flights were cancelled, numerous pipes froze, and ice sheets fell from overhangs and onto the airport's monorail system.³⁶⁰

Figure 2-63: Snow and ice covered AT&T Stadium in Arlington, February 2011.³⁶¹



2.8.22.5 Health and Medical

Risks: Extremely cold temperatures can pose a number of public health problems. Frostbite, hypothermia, heart problems, and other issues are common occurrences throughout times of low

³⁵⁹ Christopher R. Adams, "Impacts of Temperature Extremes," Cooperative Institute for Research in the Atmosphere, Colorado State University, accessed October 4, 2019, <https://sciencepolicy.colorado.edu/socasp/weather1/adams.html>

³⁶⁰ "How Vulnerable is Texas' Freight Infrastructure to Extreme Weather Events?" Texas A&M Transportation Institute, March 2017, page 23, <https://static.tti.tamu.edu/tti.tamu.edu/documents/PRC-16-62-F.pdf>

³⁶¹ Photography by Louis DeLuca and Mark Francescutti, *Dallas Morning News*, December 24, 2012. <https://www.dallasnews.com/arts-entertainment/2012/12/25/a-white-christmas-dallas-officials-preparing-for-snow/>

temperatures.³⁶² During cold spells, people also spend more time indoors and within close contact of other individuals, helping to spread illnesses such as colds, the flu, and respiratory illness.³⁶³ The use of generators, or other gasoline-powered tools, to supplement the heating of a home, business, or other structure needs to be closely monitored and ventilated properly during use as these machines produce carbon monoxide. Carbon monoxide deteriorates a person's blood's capability to deliver oxygen to body tissues and organs; it cannot be smelled or seen, so people often do not know that they are breathing in the gas in and fatal poisoning can happen within minutes.³⁶⁴

Impacts: According to the University of Texas Health Science Center at Houston (UTHealth) School of Public Health, across Texas' 12 major metro areas from 1990 to 2011, cold temperatures were found to increase the risk of mortality by 5 percent per every 1-degree Celsius decrease of temperature in winter months. The highest percentage increase of mortality was seen in the Gulf Coast region, which saw risks increasing 3–8 percent dependent on the exact area.³⁶⁵

2.8.22.6 Hazardous Material (Management)

Risks: During extreme cold events, the storage of chemicals and other hazardous material is sometimes an overlooked process. Within their storage containers, chemicals expand when they drop below their freezing point, which increases the probability that their container will rupture. If a container ruptures and leaks material, severe safety issues arise, and the spill must be cleaned up correctly and quickly. Damage to the actual substance being held can also occur, as extreme cold can make chemicals more difficult to use.³⁶⁶ Proper storage of hazardous chemicals, especially during extreme cold events, can prevent individuals, the environment, and other functions from exposure to corrosive and other harmful contaminants.

Impacts: In January 2018, days of frigid temperatures swept across south and southeast Texas. As a result, oil refineries in Baytown and Corpus Christi were affected by the cold weather which led these locations to experience malfunctions, process abnormalities, and necessary flaring which can

³⁶² Shawn Radcliffe, "How Extreme Cold Weather Can Affect Your Health," *Healthline*, January 29, 2018, <https://www.healthline.com/health-news/how-extremely-cold-weather-can-affect-your-health#1>

³⁶³ "How does cold weather affect your health?" Harvard Health Publishing, Harvard Medical School, November 2014,

<https://www.health.harvard.edu/staying-healthy/how-does-cold-weather-affect-your-health>

³⁶⁴ "Carbon Monoxide and Generators," Texas Department of State Health Services, May 20, 2015,

https://www.dshs.state.tx.us/preparedness/factsheet_co2-generators.shtm

³⁶⁵ Tsun-Hsuan Chen, Xiao Li, Jing Zhao, Kai Zhang, "Impacts of cold weather on all-cause and cause-specific mortality in Texas, 1990–2011," *Environmental Pollution*, Volume 225, June 2017, pages 244–251,

<https://www.sciencedirect.com/science/article/pii/S0269749116317213?via%3Dihub>

³⁶⁶ "Safe Chemical Storage in Cold or Freezing Weather," Safety Storage Systems, accessed October 4, 2019,

<https://safetystoragesystems.co.uk/blog/chemical-storage-cold-weather/>

signal unplanned operations interruptions.³⁶⁷ While no hazardous materials were released, there is a heightened risk of potential for these types of hazards during severe cold temperatures outbreaks.

2.8.22.7 Energy (Power & Fuel)

Risks: When temperatures reach extremely cold levels, the electric grid strains to keep up with the energy demands that are placed upon it. This strain is pushed further when aging electric infrastructure is being utilized. Severe cold temperatures can interfere with how certain mechanisms are able to operate, such as hydraulic lines, electromechanically support equipment, and sensors.³⁶⁸ Severe cold temperatures can disrupt oil refineries and other energy production operations throughout Texas as well. These locations, in Texas, are not as well equipped to handle cold snaps when compared to those located in colder parts of the country.

Impacts: During an extreme cold-snap throughout Texas in 2011, rolling blackouts were imposed for only the second time in the history of the state. The cold temperatures shut down 7,000 megawatts of power generators, about 8 percent of the installed capacity in Texas at the time. These blackouts impacted numerous homes and local businesses. Overall, it was reported that 1 million homes were left without power for up to an hour with local schools and businesses having to close as well.³⁶⁹

³⁶⁷ Suzanne Danforth and Amanda Fairfax Dirkes, “Freezing Temperatures Disrupt Refinery Operations & Products Demand Across PADD 3,” Genscape, January 18, 2018,

<https://www.genscape.com/blog/freezing-temperatures-disrupt-refinery-operations-products-demand-across-padd-3>

³⁶⁸ Erich Gunther, “Why Does the Power Go Out When It’s Cold?” *National Geographic*, January 23, 2014,

<https://www.nationalgeographic.com/environment/great-energy-challenge/2014/why-does-the-power-go-out-when-its-cold/>

³⁶⁹ Chris Baltimore, “Texas weathers rolling blackouts as mercury drops,” *Reuters*, February 2, 2011,

<https://www.reuters.com/article/us-ercot-rollingblackouts/texas-weathers-rolling-blackouts-as-mercury-drops-idUSTRE7116ZH20110202>

2.8.23 EXTREME HEAT

Extreme Heat is a concern for all regions of Texas as this hazard is defined as a combination of very high temperatures and exceptional humid conditions. While Extreme Heat has not recently been directly attributed to a disaster declaration in Texas, Extreme Heat has led to Drought and Wildfire.³⁷⁰ The SHMP notes that Houston, Dallas, and Austin have all seen an increase in the annual number of days above 100°F since 1970. Texas currently averages more than 60 dangerous heat days a year; by 2050, the state is projected to see 115 such days a year, second only to Florida. In Texas, Extreme Heat leads to an average annual dollar loss of \$39,276.³⁷¹

The SHMP notes that from 2018-2023, it is forecasted that extreme heat will account for \$78,232 in property losses, \$115,212 in crop losses, 105 fatalities, and 280 injuries.

2.8.24 FEMA’S COMMUNITY LIFELINES FOR EXTREME HEAT

2.8.24.1 *Safety and Security*

Risks: Extreme heat is also associated with drought and wildfire. Consequently, all of the risks associated with these hazard types are also associated with extreme heat. Extreme heat has the potential to exasperate these risks as well. If first responders are trying to fight a wildfire during an extreme heat event there is the increased potential for heat stroke or other injuries.

Extreme heat itself poses risks to first responders. Community members who have been exposed to extreme heat may react by becoming more irritable or increase their consumption of alcoholic beverages to cool down, leading to dangerous confrontations with first responders.^{372, 373} Additionally, first responders themselves do not have the option of staying inside during heat events; they are constantly outside, often in dark and heavy uniforms and carrying heaving equipment outside during extreme heat, which can lead to dehydration, heat exhaustion, and heat stroke.²¹⁴

Impacts: On August 25, 2019, two firefighters were treated for heat exhaustion while addressing an apartment fire in Arlington; the heat index, at 105°F, and heavy equipment were both blamed

³⁷⁰ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 44, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

³⁷¹ *Ibid*, page 58,

<http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

³⁷² James Hartley, “First responders also have to deal with the Texas summer heat. Here’s how they cope,” *Fort Worth Star-Telegram*, July 8, 2019,

<https://www.star-telegram.com/news/local/fort-worth/article232073487.html>

³⁷³ Steven Sarabia, “High temperatures bring high number of heat-related emergencies,” *Fox 7 Austin*, June 19, 2019,

<http://www.fox7austin.com/news/local-news/high-temperatures-brings-high-number-of-heat-related-emergencies>

for their injuries.³⁷⁴ Similarly, in Houston on May 17, 2019 two firefighters were treated for heat exhaustion trying to contain an apartment fire.³⁷⁵ In Jefferson County, Texas on August 9, 2019 fire crews had to battle a storage shed fire in addition to a heat index of 105°F; this incident had no reported injuries largely because of the number of crew members, allowing for a team to go in while another team cooled off. First responders reportedly noted that if they did not have additional help that battling the fire would have been a “nightmare”.³⁷⁶

2.8.24.2 *Communications*

Risks: Similar to extreme cold or winter weather events, extreme heat may lead to power outages or brownouts due to the need for constant air conditioning.^{377,378} Power outages can prevent individuals from calling emergency services for assistance. Also, first responders may be overwhelmed with calls that the electricity has gone out—having less capacity to address life-threatening accidents or issues in the community.³⁷⁹

Impacts: A lack of communication and power have the potential to increase accidents, injuries, deaths, and financial loss for Texas communities.³⁸⁰

2.8.24.3 *Food, Water, Sheltering*

Risks: Extreme heat is often associated with drought and wildfires. Consequently, the risk associated with these hazards have the potential to occur with extreme heat. Extreme heat, similar to drought, may have a significant impact on agriculture production throughout the state. In addition to the potential loss of crops, there is the potential for loss of productivity; farmers and all agricultural workers may have fewer hours in the day to work outside during extreme heat events and may have to work earlier in morning to avoid the heat.³⁸¹ Dairy production decreases

³⁷⁴ “2 Firefighters Treated for Heat Exhaustion Following Arlington Apartment Fire,” CBS DFW, August 25, 2019, <https://dfw.cbslocal.com/2019/08/25/2-firefighters-treated-for-heat-exhaustion-following-arlington-apartment-fire/>

³⁷⁵ “2 firefighters treated for heat exhaustion from 4-alarm fire near Galleria area,” KHOU 11, May 17, 2019, <https://www.khou.com/article/news/local/2-firefighter-treated-for-heat-exhaustion-from-4-alarm-fire-near-galleria-area/285-3da4a1ad-61b7-4db3-a632-45390125097c>

³⁷⁶ Eleanor Skelton and Tyler Seggerma, “Firefighters battle extreme heat, humidity during barn fire near Highway 90,” 12 News, KBMT-TV, August 9, 2019, <https://www.12newsnow.com/article/news/local/firefighters-battle-extreme-heat-humidity-during-barn-fire-near-highway-90/502-cdab9f55-dda1-47d2-9a45-7b7c38e185a9>

³⁷⁷ “Thanks To the Heat, Texas Power Grid Breaks All-Time Record,” KERA News, *Associated Press*, August 6, 2015, <https://www.keranews.org/post/thanks-heat-texas-power-grid-breaks-all-time-record>

³⁷⁸ Ken Kalthoff, “Rolling Summer Power Outages Possible with Record Texas Demand Forecast,” NBCDFW.com, NBC Universal Media, May 15, 2018, <https://www.nbcdfw.com/news/local/Rolling-Summer-Power-Outages-Possible-With-Record-Texas-Demand-Forecast-482724201.html>

³⁸¹ Scott Waldman, “Precarious Life of Texas Farmworkers Becomes Riskier with Warming,” E&E News, *Scientific American*, April 23, 2018,

during extreme heat events with livestock producing lower quantities and quality milk.³⁸² This may lead to significant economic loss for the state as well as lower the quantity and quality of food over time.

Along with the quality of agricultural products, water quality may be impacted as well. Increased temperatures lead to lower levels of dissolved oxygen in waterways harming fish and other aquatic animals that contribute to the health of local streams and water ways.³⁸³

Similar to winter weather events and extreme cold events, sheltering in Texas is an essential need for extreme heat events; this is particularly true for homeless individuals, children, and people with chronic or mental illnesses, and pets.^{384,385}

Impacts: During the 2011 drought, the extreme heat in Texas “led to declines in crop conditions and abandonment of fields.”³⁸⁶ In 2011, wheat crop yields saw a 47 percent decline from previous years; sorghum saw a 60 percent decline in yields. Additionally, the Texas livestock industry saw a \$3.23 billion loss.³⁸⁷ Water quality also was in jeopardy during the 2011 drought; along with less water generally, the high temperatures increased the pH levels in Texas waterways.³⁸⁸ On July 24, 2018, the city of Fort Worth opened an emergency shelter with 85 additional beds for the homeless to satisfy existing need.

<https://www.scientificamerican.com/article/precarious-life-of-texas-farmworkers-becomes-riskier-with-warming/>

³⁸² Key Nigel Stacy Sneeringer, “Greater Heat Stress from Climate Change Could Lower Dairy Cattle Productivity,” USDA, November 3, 2014,

<https://www.ers.usda.gov/amber-waves/2014/november/greater-heat-stress-from-climate-change-could-lower-dairy-productivity/>

³⁸³ “Texas Aquifers,” Texas Water Development Board, accessed October 4, 2019,

<http://www.twdb.texas.gov/groundwater/aquifer/index.asp>

³⁸⁴ Michael Perchick, “High temperatures affecting Austin’s shelters, homeless community,” KVUE-TV, ABC, June 21, 2017,

<https://www.kvue.com/article/news/local/high-temperatures-affecting-austins-shelters-homeless-community/451055979>

³⁸⁵ Bob Halmark, “Dealing with The Extreme North Texas Heat on This 1st Day of Summer,” CBS DFW, June 21, 2019,

<https://dfw.cbslocal.com/2019/06/21/summer-weather-heat-advisory-north-texas/>

³⁸⁶ Assaf Anyamba, Jennifer Small, Seth Britch, Compton Tucker, Edwin Pak, Curt Reynolds, , James Crutchfield, Kenneth Linthicum, “Recent Weather Extremes and Impacts on Agricultural Production and Vector-Borne Disease Outbreak Patterns,” PLoS One, PMC, NCBI, March 21, 2014,

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3962414/>

³⁸⁷ David Anderson, Mark Welch, John Robinson, “Agricultural Impacts of Texas’s Driest Year on Record,” *Choices*, Agriculture & Applied Economics Association, 3rd Quarter, 2012,

<http://www.choicesmagazine.org/choices-magazine/theme-articles/what-happens-when-the-well-goes-dry-and-other-agricultural-disasters/agricultural-impacts-of-texas-driest-year-on-record>

³⁸⁸ Lara Lapin, “Dropping Lake Levels Mean Rising Water Quality Issues,” *The Texas Tribune*, November 1, 2011,

<https://www.texastribune.org/2011/11/01/drought-comes-water-quality-issues/>



2.8.24.4 *Transportation*

Risks: Extreme high temperatures can buckle railroads and cause delays to the delivery and export of goods and services via these rail lines. Lines used for commercial and mass transit service may become unsafe for the transportation of people and other products due to heat related infrastructure failures. Other mass and public transit options may also become unsafe as high heat levels can lead to failures of air conditioning service on these buses and other modes of transit. As not all transit stops are covered and or protected from the heat, passengers waiting at bus and or rail stops risk a higher chance of being stricken by heat related illness as well. Extreme heat can also lead to airport runways and vehicular roadways to become susceptible to infrastructure deficits as the asphalt can deteriorate and lose its hardened texture.³⁸⁹ Further, operations and maintenance could be impacted as high temperatures lead to unsafe working conditions for construction crews and transportation related infrastructure becomes faulty due to extreme heat levels.

Impacts: Most roads throughout Texas have been paved with a Performance Grade (PG) pavement binder of 64-22. These grades are designed to withstand a 7-day period of a maximum ambient temperature of 108°F. TxDOT may, on occasion, pave their roads with PG 70-22 or PG-76-22 as well and notes that these pavement binder grades are designed to be sufficient over a 7-day period of maximum ambient temperatures of 119 and 130°F.³⁹⁰

2.8.24.5 *Health and Medical*

Risks: The SHMP notes that heat-related deaths in Texas are projected to increase 1.1 percent per year.³⁹¹ Heat stroke, heat exhaustion, heat cramps, and heat rash are just a few heat-related illnesses that are a direct cause of extreme heat and heat exposure in general.³⁹² While heat-related health and medical issues can affect everybody, those who are elderly, very young, sick, and individuals who do not have access to air conditioning are the most severely impacted.³⁹³ The following table, courtesy of the National Oceanic and Atmospheric Administration (NOAA), presents the likelihood of heat disorders with prolonged exposure or strenuous activity.

³⁸⁹ “Drought Impacts to Critical Infrastructure,” United States Department of Homeland Security, April 23, 2015, https://content.govdelivery.com/attachments/USDHSFACIR/2015/04/30/file_attachments/386534/Drought+Impacts+to+Critical+Infrastructure.pdf

³⁹⁰ *Central Texas Extreme Weather and Climate Change Vulnerability Assessment of Regional Transportation Infrastructure*, Cambridge Systematics and ICF International, January 2015, https://austintexas.gov/sites/default/files/files/CAMPO_Extreme_Weather_Vulnerability_Assessment_FINAL.pdf

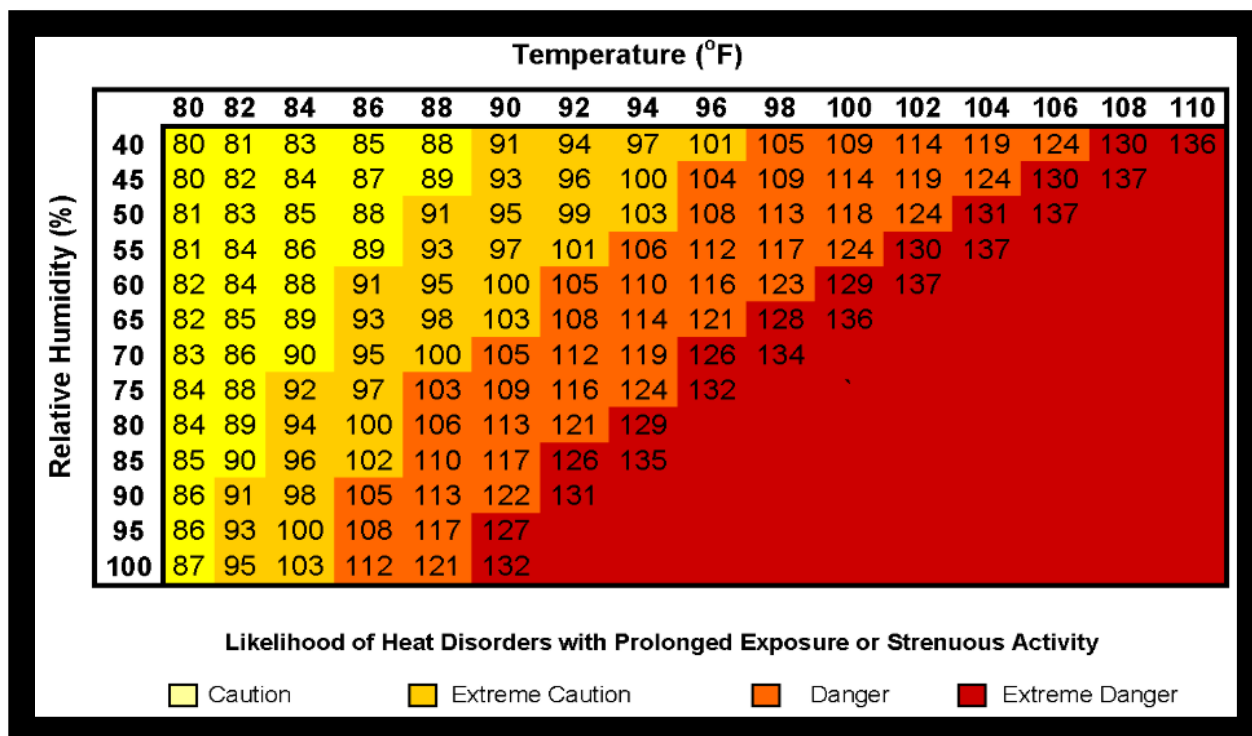
³⁹¹ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 446, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

³⁹² “Warning Signs and Symptoms of Heat-Related Illness,” Centers for Disease Control and Prevention, accessed October 4, 2019, <https://www.cdc.gov/disasters/extremeheat/warning.html>

³⁹³ “Heat Precautions,” Texas Department of State Health Services, accessed October 4, 2019, <https://www.dshs.state.tx.us/heat/>

Impacts: The Texas Department of State Health Services notes that from 2003–2008, there were 263 deaths reported among Texas community members with exposure to excessive natural heat as the underlying cause of death.³⁹⁴ The SHMP also notes a heat event which occurred throughout the Dallas-Fort Worth Metroplex. This extreme heat event, during July 2011, led to 27 heat-related deaths and many more heat-related illnesses. The warmest temperatures of the month occurred in these first 5 days with highs reaching 113 or 114°F.³⁹⁵

Figure 2-64: Heat and Humidity Danger



2.8.24.6 Hazardous Material (Management)

Risks: Response personnel, especially those wearing chemical shielding clothing or hazmat related protective gear, are at risk of heat-related illness. These types of protective gear, due to their non-pervious material make-up, can lead to difficulty operating in extreme heat.³⁹⁶ High temperatures, like extreme cold, can also affect chemicals and chemical containment techniques. Because certain

³⁹⁴ “Temperature-Related Deaths: Texas, 2003-2008,” Texas Department of State Health Services, accessed October 4, 2019,

<https://www.dshs.texas.gov/chs/vstat/Hotcolddths/hotcolddths.shtm>

³⁹⁵ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 45,

<http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

³⁹⁶ Steven De Lisa, “Hazmat Survival Tips: Summertime Hazardous Materials Incidents,” *Fire Engineering*, June 20, 2010,

<https://www.fireengineering.com/2010/06/20/276860/hazmat-summer-incidents/#gref>

hazardous materials become unstable at varying temperatures, the risk of unsafe fumes or reactions happening also increase with an increase in temperatures. Standard ventilation measures may not be sufficient to handle a rise in temperature. Volatile chemicals, chemicals that evaporate easily, are viewed as the biggest safety risk when it comes to ambient temperature spikes.³⁹⁷

Impacts: On August 31, 2017, in the aftermath of Hurricane Harvey, the high for the day was in the high 80s throughout Southeast Texas and low 90s in isolated areas of the region.³⁹⁸ While these temperatures are not considered extreme in Texas during late August, these temperatures can be dangerous for volatile chemicals if their storage facility is not operating properly. On August 31, 2017, a tanker full of liquid organic peroxides burst into flames and exploded at the Arkema chemical plant in Crosby. Flooding from Hurricane Harvey had caused the cooling system, along with the backup generators, to fail. According to the Washington Post, “organic peroxide can be tailored to break up at 86 degrees Fahrenheit.”³⁹⁹ Once the chemical was in the process of breaking up and eventually decomposed, it reacted and lead to the explosion.

Figure 2-65: Arkema chemical plant explosion in Crosby in 2017.⁴⁰⁰



³⁹⁷ “A Guide to Safe Chemical Storage in Hot Weather,” Interfocus, accessed October 4, 2019, <https://www.mynewlab.com/blog/a-guide-to-safe-chemical-storage-in-hot-weather/>

³⁹⁸ “William P. Hobby Airport, TX,” Airport Station for August 30, 2017, Weather Underground, <https://www.wunderground.com/history/daily/us/tx/houston/KHOU/date/2017-8-31>

³⁹⁹ Ben Guarino, “The ‘extremely flammable’ chemical behind the fire in the flooded Texas plant,” *Washington Post*, August 31, 2017, <https://www.washingtonpost.com/news/speaking-of-science/wp/2017/08/31/the-extremely-flammable-chemical-behind-the-fire-in-the-flooded-texas-plant/>

⁴⁰⁰ “Flames erupt at Arkema chemical plant flooded by Harvey in Crosby, Texas,” CBS News, September 1, 2017, <https://www.cbsnews.com/news/flames-erupt-at-arkema-chemical-plant-flooded-by-harvey-in-crosby-texas/>

2.8.24.7 *Energy (Power & Fuel)*

Risks: Much like during extreme cold weather events, extreme heat events strain the electric grid as it attempts to keep up with energy demands that are put on it. As people stay indoors to escape the heat, and their air conditioners work harder to maintain a comfortable temperature within the home, business, or other location, energy generation must keep up to meet the demand. In Texas, air conditioning systems are the largest user of energy in homes and businesses. During the summer months, up to 60 percent of a location's total energy is going towards keeping up with air conditioning demands.⁴⁰¹ Power outages and rolling blackouts can then, as a result of the excess energy usage, begin to occur throughout the state if energy consumption is not limited.

Impacts: During the week of August 12, 2019, high temperatures stressed Texas' electrical grid to a point where rolling power outages almost occurred. The Electric Reliability Council of Texas (ERCOT), which delivers electricity to about 90 percent of the homes in Texas, said that "relentless triple-digit temperatures caused them to issue an Energy Emergency Alert for the first time in five and-a-half years."⁴⁰²

⁴⁰¹ David Gonzales, "Power usage spiking in Texas during heat wave," CBS KHOU, July 19, 2019, <https://www.khou.com/article/news/power-usage-spiking-in-texas-during-heat-wave/285-575639905>

⁴⁰² "Texas power grid operator issues alert as electricity usage approaches record level," Fox 4 News, August 13, 2019, <https://www.fox4news.com/news/texas-power-grid-operator-issues-alert-as-electricity-usage-approaches-record-level>

2.8.25 ADDITIONAL NATURAL HAZARDS

The SHMP lists six additional natural hazards, separate from the weather-related hazard risks seen in earlier sections of this document. The additional natural hazards include the following:

- Coastal Erosion
- Inland Erosion
- Land Subsidence/Sinkhole
- Earthquakes
- Expansive Soils
- Dam/Levee Failure

Table 2-18: Additional Natural Hazard Definitions ⁴⁰³

| Texas Hazard Mitigation Plan: Additional Natural Hazards Definitions | |
|--|--|
| Additional Natural Hazard | SHMP Definition |
| Coastal Erosion | Coastal erosion is a hydrologic hazard defined as the wearing away of land and loss of beach, shoreline, or dune material because of natural coastal processes or manmade influences. Coastal erosion is linked to hurricane damage in that healthy coastal dunes and beaches help reduce impacts of hurricanes, tropical storms, and depressions and severe coastal flooding. |
| Inland Erosion | Inland erosion is the wearing-away of soil or removal of the banks of streams or rivers. It involves the breakdown, detachment, transport, and redistribution of soil particles by forces of water, wind, or gravity. Soil erosion on cropland is of particular interest because of its on-site impacts on soil quality and crop productivity, and its off-site impacts on water quantity and quality, air quality, and biological activity. |
| Land Subsidence/Sinkhole | Land Subsidence is the loss of surface elevation caused by subsurface movement of earth materials. The level of subsidence ranges from a broad lowering to collapse of land surface. An example of land subsidence is a sinkhole. |
| Earthquakes | An earthquake is a sudden release of energy created by a movement along fault lines in the earth's crust. Earthquakes produce three types of energy waves: <ul style="list-style-type: none"> • Primary (P) waves have a push-pull type of vibration. • Secondary (S) waves have a side-to-side type of vibration. |

⁴⁰³ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 253, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

| Texas Hazard Mitigation Plan: Additional Natural Hazards Definitions | |
|--|--|
| Additional Natural Hazard | SHMP Definition |
| | <ul style="list-style-type: none"> Surface (L) waves travel along Earth's surface, causing most of the damage of an earthquake. |
| Expansive Soil | Expansive soils are soils that expand and or shrink when water is introduced or limited to an area. Expansive soils can impact structural foundations, but there is little documentation of site-specific past events in Texas due to expansive soils. |
| Dam/Levee Failure | <p>A dam failure is defined as systematic failure of dam structure resulting in the uncontrolled release of water, often resulting in floods that could exceed the 100-year floodplain boundaries.</p> <p>Levees have been constructed in Texas for more than 100 years to protect farm and ranch land and populated areas from flood flows. There is no database identifying and locating the levee systems in Texas. Any populated areas behind levees could be at risk during major flood events.</p> |

Each of the six additional natural hazards pose their own specific risks and impacts to Texas, though not as severe as the weather-related hazard risks in the previous section of this document. Since the SHMP separates these additional hazards from those already presented, the additional hazards will not be presented through FEMA's Community Lifelines format.

2.8.25.1 Coastal Erosion

At 367 miles, Texas has the 6th longest coastline in the United States.⁴⁰⁴ As described in the SHMP, coastal erosion can affect natural systems, coastal food supplies, Texas' coastal tourism industry, and the viability of smaller towns up and down the Gulf of Mexico. The GLO manages coastal erosion by overseeing the expenditure of funds and documenting its progress to the state legislature in Coastal Erosion Planning and Response Act reports. Coastal erosion can affect the natural and built environment while specific impacts depend on topography, soils, building types, and construction material. Mitigation techniques include dune and beach restoration, building seawalls, and placing semi-permanent obstructions perpendicular to beaches. Coastal erosion mitigation actions have the benefit of helping reduce impacts from hurricanes and severe coastal flooding.

⁴⁰⁴ Janice Cheryl Beaver, "U.S. International Borders: Brief Facts," CRS Report for Congress, November 9, 2006, <https://fas.org/sgp/crs/misc/RS21729.pdf>

2.8.25.2 *Inland Erosion*

Similar to coastal erosion, inland erosion can affect the natural and built environment and is usually dependent on topography, soils, farming practices, engineering and construction types, and materials. Inland erosion can remove top soil, scour river banks, and collapse bridges and roads. Inland erosion can also result in the siltification (the pollution of water by particulate terrestrial clastic material, with a particle size dominated by silt or clay) of lakes and reservoirs, reducing their usefulness as flood control features and as sources of water supply. Mitigation efforts for inland erosion include improving farming methods and construction standards, installing groundwater recharge features, and channeling creeks.

2.8.25.3 *Land Subsidence/Sinkhole*

The majority of subsidence activity in Texas are caused by human activity, as presented in the SHMP. Mining and excessive groundwater removal from shallow aquifer systems can lead to land subsidence and sinkholes. Land that is located above shallow aquifer systems, or adjacent to areas of dissolved rocks, has a greater risk of experiencing subsidence. Sudden collapses of surface areas can damage and destroy homes, commercial buildings, and infrastructure, particularly roads and highways. Land subsidence can also increase coastal communities' risk of inundation and saltwater intrusion from storm surge as regulating groundwater interaction is critical to mitigating this issue throughout the state.

2.8.25.4 *Earthquakes*

Texas' earthquake risk is small in comparison to many other states, including California, Missouri, Montana, South Carolina, and Washington. The closest high hazard fault system to Texas is the New Madrid fault, which extends from Arkansas and Tennessee north through Missouri, Kentucky, and Illinois. El Paso and the Panhandle region are two areas of Texas that can expect earthquakes with magnitudes of about 5.5 - 6.0 to occur every 50 - 100 years. In south Central Texas the hazard is generally low, but small earthquakes can still occur. The largest earthquake to affect Texas occurred on May 3, 1887 and originated in Sonora, Mexico. The largest earthquake to originate in Texas, measuring at a magnitude 6, was on August 16, 1931 and caused severe structural damage in an around Valentine.⁴⁰⁵

2.8.25.5 *Expansive Soils*

Damages from expansive soils are most prevalent when periods of moderate to high precipitation are followed by drought and then again by periods of heavy rainfall. While all infrastructure is vulnerable to expansive soils, slab-on-grade structures are most likely to suffer damages. In addition, older structures built to less stringent building codes may be more susceptible to damages

⁴⁰⁵ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, page 246, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

than new construction. Bridges, highways, streets and parking lots are especially vulnerable when they are constructed when clays are dry, such as during a drought, and then subsequent soaking rains swell the clay. However, there is little documentation of site-specific expansive soil past events from local, state, or national datasets. This makes it difficult to quantify damage on a statewide level, and the hazard poses no real threat to the public as there are no known injuries or fatalities.

2.8.25.6 *Dam/Levee Failure*

The SHMP notes that there are currently 7,310 dams and levees in Texas. This number includes federal dams, which are classified as high hazard, meaning if failure occurs it is likely there will be fatalities. This classification does not necessarily mean that these dams are in need of repair. The term high-hazard reflects the dam's potential for causing damage downstream should it fail, which is termed as dam inundation. In addition, there are 607 dams which are classified as significant hazard, meaning that there could possibly be loss of life if the dam should fail. Roughly 97 percent of Texas' dams are made of earth, and most dams are privately owned and have low-hazard potential.

2.9 Hazards by County

2.9.1 COMPOSITE DISASTER INDEX OVERVIEW

In order to gauge risks posed by various natural hazards to a state as geographically and climate diverse as Texas, the GLO partnered with the Center for Space Research (CSR) at UT Austin to conduct geospatial analyses of historical hazard damage across each of the state's 254 counties. Analyzing 20 years of available data for seven natural hazard categories, CSR answered a basic question: for each respective county, what types of hazard damage, if any, have occurred and, reasonably, are likely to occur again? Through CSR's analysis technique, hazard impacts were normalized and compared for the entire state at the county level; intensities of each hazard impact were mapped across the state and then weighted to produce a composite map that highlights the counties that are most frequently impacted by the most severe natural hazards over the past two decades. The data and maps generated through this effort are referred to as the Composite Disaster Index (CDI) and serve as one of the four factors used in the allocation methodology that determines the apportionment of funds in program competitions and regional allocations as applicable.

2.9.2 CDI METHODOLOGY

The CDI was developed using seven different representations of historical data selected to document the distribution of natural hazard damage across Texas' 254 counties: (1) repetitive flood losses; (2) high winds from hurricanes; (3) wildfires; (4) major river flood crests; (5) tornado; (6) persistent drought conditions; and (7) hail. While accurate and well-structured data is available for many of these hazard indicators going back decades, the CDI uses data from the years 2001 to 2018, which are likely to be of the highest accuracy and best represents the climatic conditions facing Texas today.

To create the CDI, a uniform method was applied to represent the county-level data for each natural hazard category. For each hazard category (e.g., high winds from hurricanes, wildfires), the 25 counties that were impacted most frequently by that particular hazard were ranked in the top 10 percent, with the next 39 counties in the remainder of the top 25 percent. The following 127 counties fell in the midrange (25-75 percent) and experience an impact frequency that reflects the statewide average. The next 39 counties are occasionally affected and fall below the statewide average (bottom 25 percent), while the final 24 counties experience the least frequent impacts and form the bottom 10 percent. With this normalized ranking across the seven hazard categories complete, a composite index was created that combined the weighted impact of each hazard category for each county.

2.9.3 HAZARD CATEGORIES

The seven analyzed hazard types were chosen to represent the disaster profile of Texas due to the cumulative impact on the state's population. These hazard types and their impacts are explained in greater detail below.

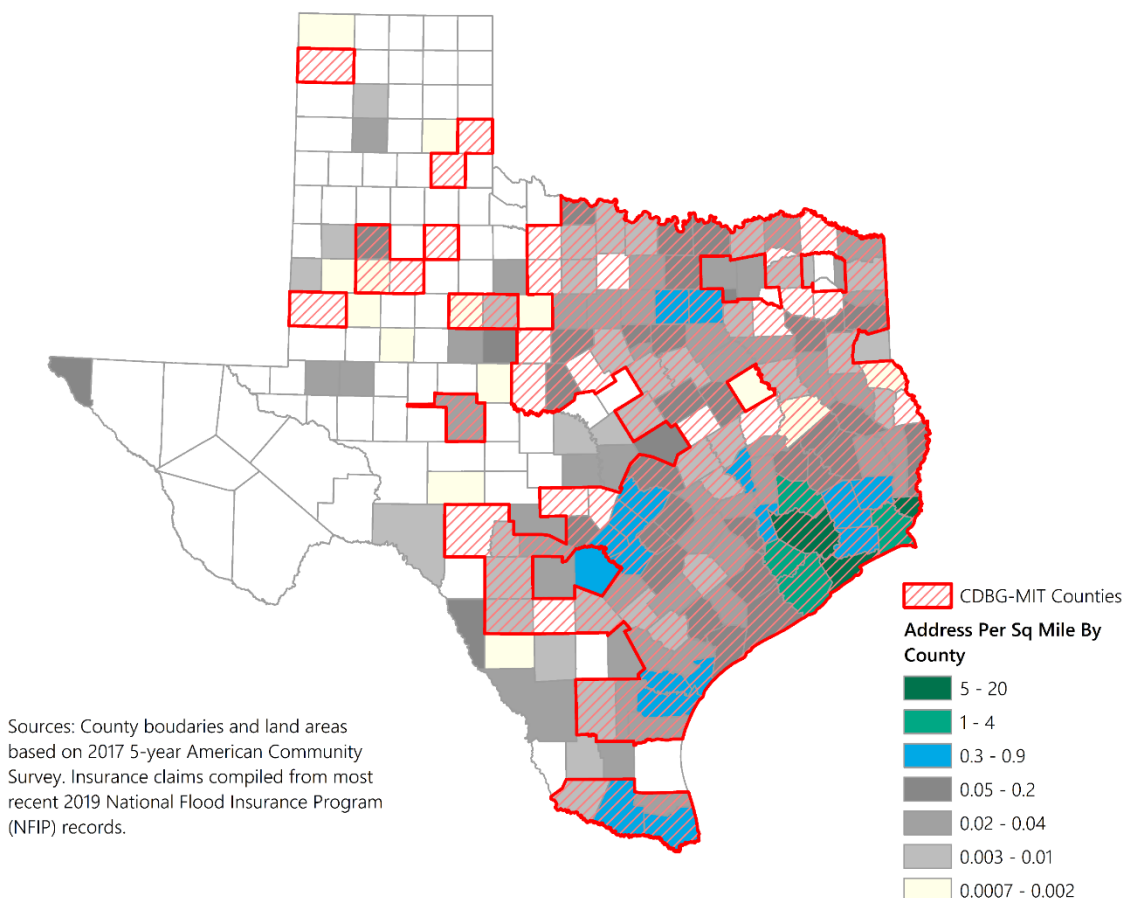
Table 2-19: CDI Hazard Types

| Hazard Type |
|--------------------------------------|
| Repetitive Loss (NFIP) from Flooding |
| Hurricane Winds |
| Wildfire |
| River Flood Crests |
| Tornado |
| Drought |
| Hail |

2.9.3.1 *Repetitive Flood Losses*

Flooding from hurricane storm surge, tropical and non-tropical heavy rainfall events, and river floods following heavy rainfall in the upstream areas of river basins, cause the most destructive disasters in Texas. FEMA's National Flood Insurance Program (NFIP) claims records of repetitive losses from floods available from 2000 to the current year provide excellent data to identify the counties most impacted by flooding. The distribution of counties in the top 10 percent shows the strong influence of coastal events, flash flooding downstream of the Texas Hill Country and urban flooding in the Dallas-Fort Worth region. River floods that follow the courses of the Colorado, Trinity, Red, Sabine and Rio Grande are also evident.

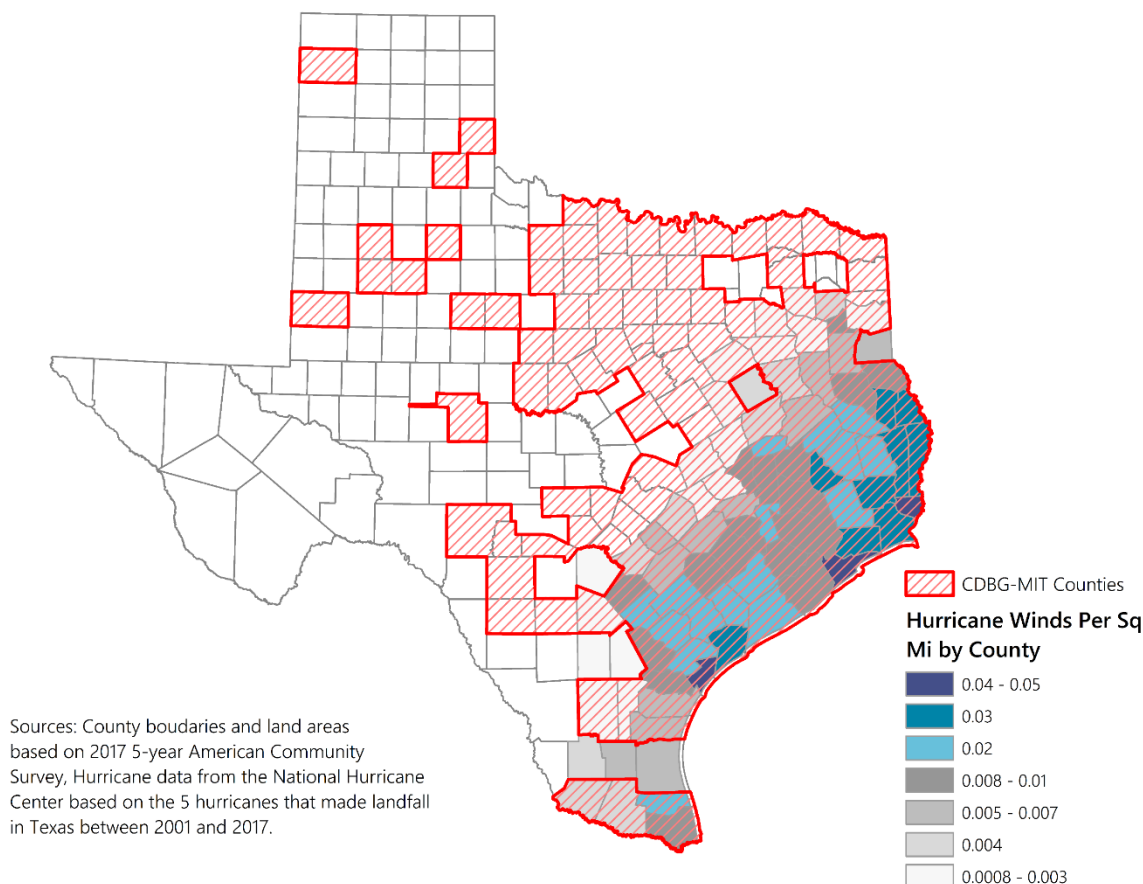
Figure 2-66: NFIP Repetitive Loss Properties per Square Mile (2001-2018)



2.9.3.2 Hurricane Winds

The high wind speeds generated during the landfall of large tropical cyclones are second in their destructive impacts only to flood inundation. These impacts are assessed using geospatial data from the National Hurricane Center (NHC) that tracks hurricane wind speeds over given areas. Within the past two decades, the most severe wind damage in both the coastal region of Texas and adjacent interior counties occurred during the landfall of seven significant storms: Bret (1999), Claudette (2003), Rita (2005), Humberto (2007), Dolly (2008), Ike (2008) and Harvey (2017). By creating a composite of all of the wind field measurements contained in the NHC advisories issued for these seven storms, the areas most frequently impacted by hurricane-force and strong tropical storm-force winds can be identified. In the past 20 years, strong storms have had a greater impact along the upper Texas Gulf Coast and interior areas of East Texas, though the observed pattern could change with a shift of storm tracks toward south Texas.

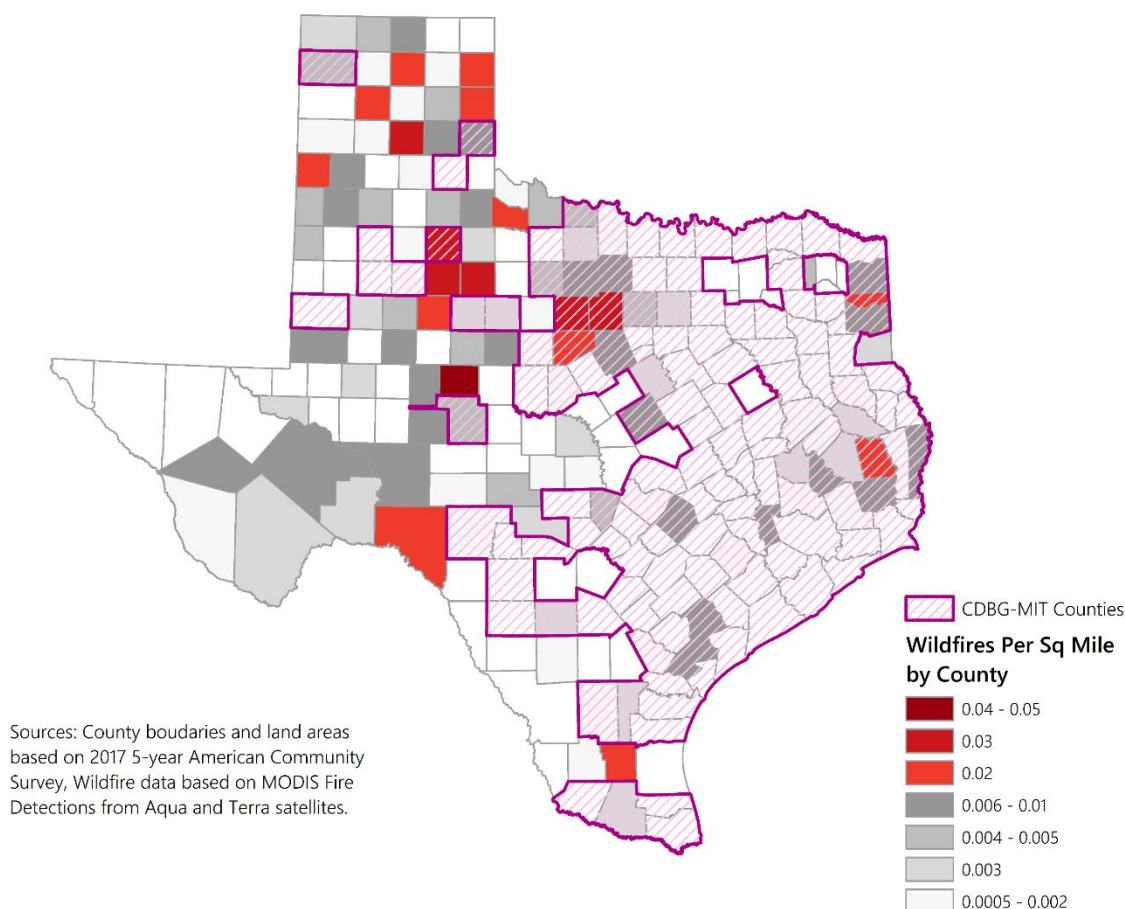
Figure 2-67: Hurricane Winds per Square Mile by County (2001-2017)



2.9.3.3 Wildfires

Wildfires are prevalent in the more arid regions of the state, but may happen during harsh, prolonged drought periods in any region. Sensor observations from NASA satellites can detect and track the progress of wildfires as they burn. To create a geospatial representation of wildfire impacts in Texas, the thermal Radiative Fire Power (RFP) measurements from NASA's Terra and Aqua MODIS instruments were collected from the NASA Fire Information for Resource Management System (FIRMS) database for the period from 2001 through 2018. A 600-megawatt RFP threshold was selected to isolate hot, active wildfires, and the number of thermal detections was normalized over areas of 100 square kilometers. The frequency of wildfires detected by satellite observations shows the expected pattern of counties in the top 10 percent occurring largely in western regions beyond the 100th meridian (from the eastern Panhandle continuing west). However, several outliers occur in other parts of the state. The outlier counties are strongly associated with wildfires that spread during the period of exceptional drought from 2011 to 2013 and include rangeland fires in Brooks County in south Texas; large forest fires in Marion and Cass Counties in Northeast Texas; and the Bastrop County Complex fire in Central Texas.

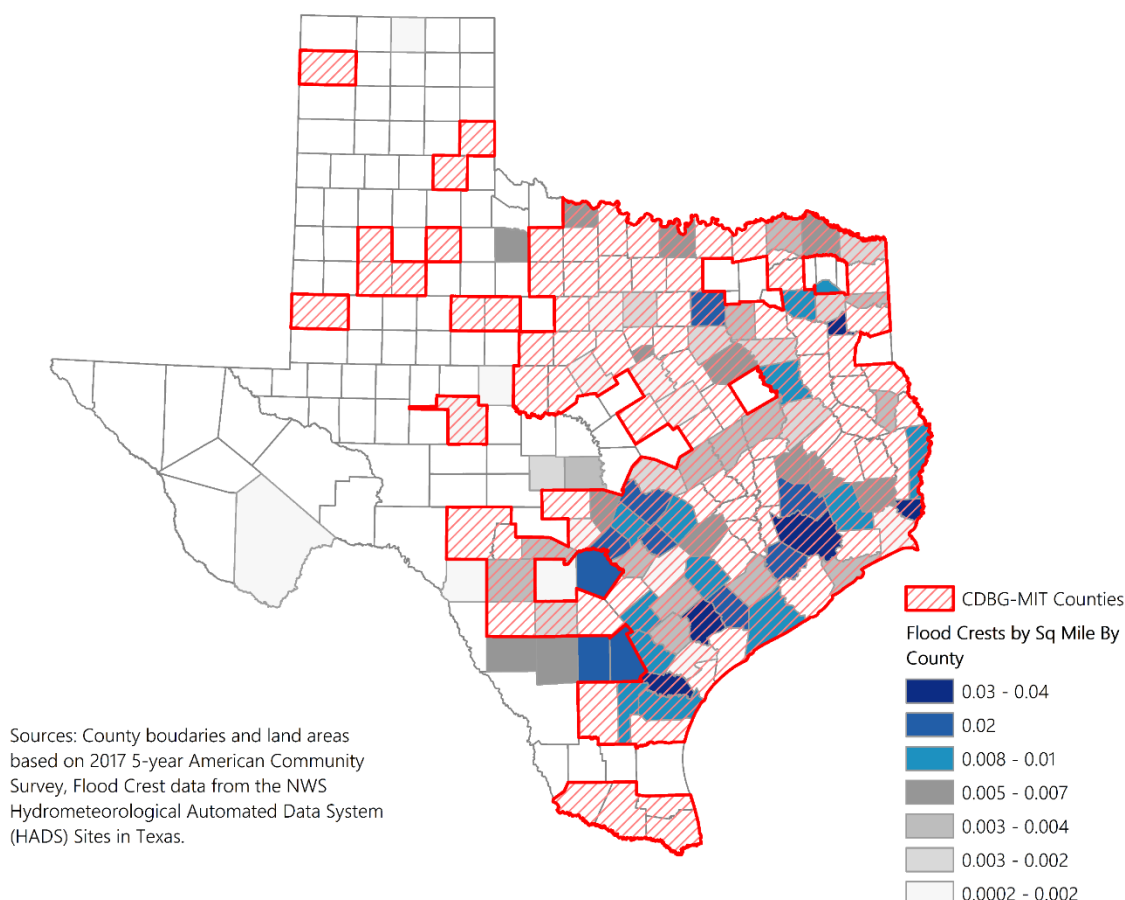
Figure 2-68: Wildfires per Square Mile by County (2001–2018)



2.9.3.4 River Flood Crests

One way to measure the impact of river flooding takes into account the major river flood crests recorded at observation sites (typically automated river gauges) along river networks. National Weather Service data from their Hydrometeorological Automated Data System (HADS) sites includes historical crests dating back more than a century ago. The distribution of the top 10 percent of counties is comparable to that reflected in the repetitive flood loss map (but excludes the coastal impacts created by storm surge). Counties in this top 10 percent category include some rural locations with low populations that experience relatively high frequencies of major river flood crests.

Figure 2-69: Flood Crests per Square Mile by County (2001-2017)

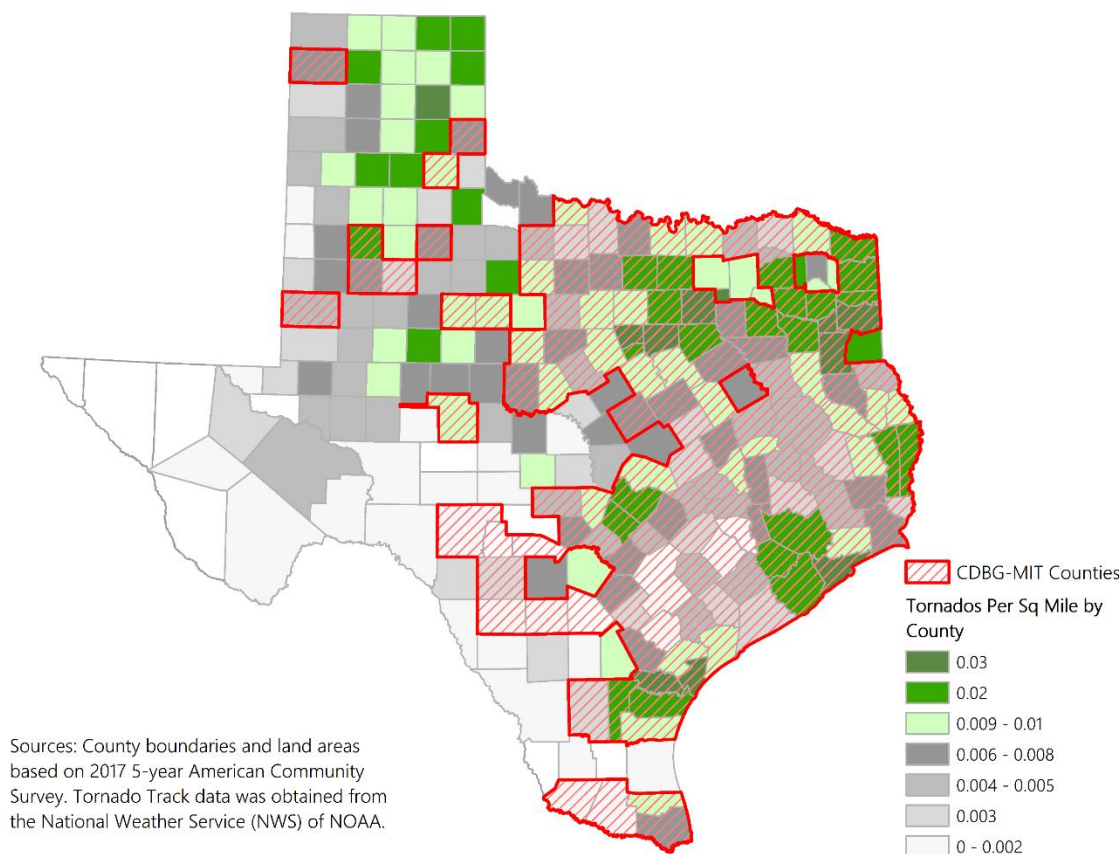


2.9.3.5 Tornadoes

Tornadoes are rare in many regions of the state but often cause catastrophic damage where they do strike. NOAA maintains several tornado databases of historical events, the most useful being the data set containing the chronology and track length records of tornadoes in the continental United States from 2001 to 2017, as represented in the well-structured DHS Homeland Infrastructure Foundation-Level Data (HIFLD). The tornado tracks crossing Texas were extracted from the HIFLD compilation, and the cumulative track lengths measured for each county. Next, the track length measurements were normalized by the surface areas of the counties. The county distribution of the normalized tornado tracks produces recognizable seasonal patterns of tornado impacts. Tornadoes in the spring and fall tend to occur during the turbulent passage of energetic low-pressure systems and cause more frequent strikes extending from Central Texas through Northeast Texas, as supercells form and train along the moving frontal boundary. During summer months, tornadoes tend to form along the highly energetic convergence zone of the subtropical jet over the Panhandle. The locations of counties indicated in the top 10 percent of tornado impacts mirrors aspects of the seasonal tornado climatology. It should be noted that many tornadoes form

along and near the coastline, particularly during tropical events; however, coastal tornadoes tend to be very weak and short-lived and thus do not generate long tracks.

Figure 2-70: Tornadoes per Square Mile by County (2001-2017)

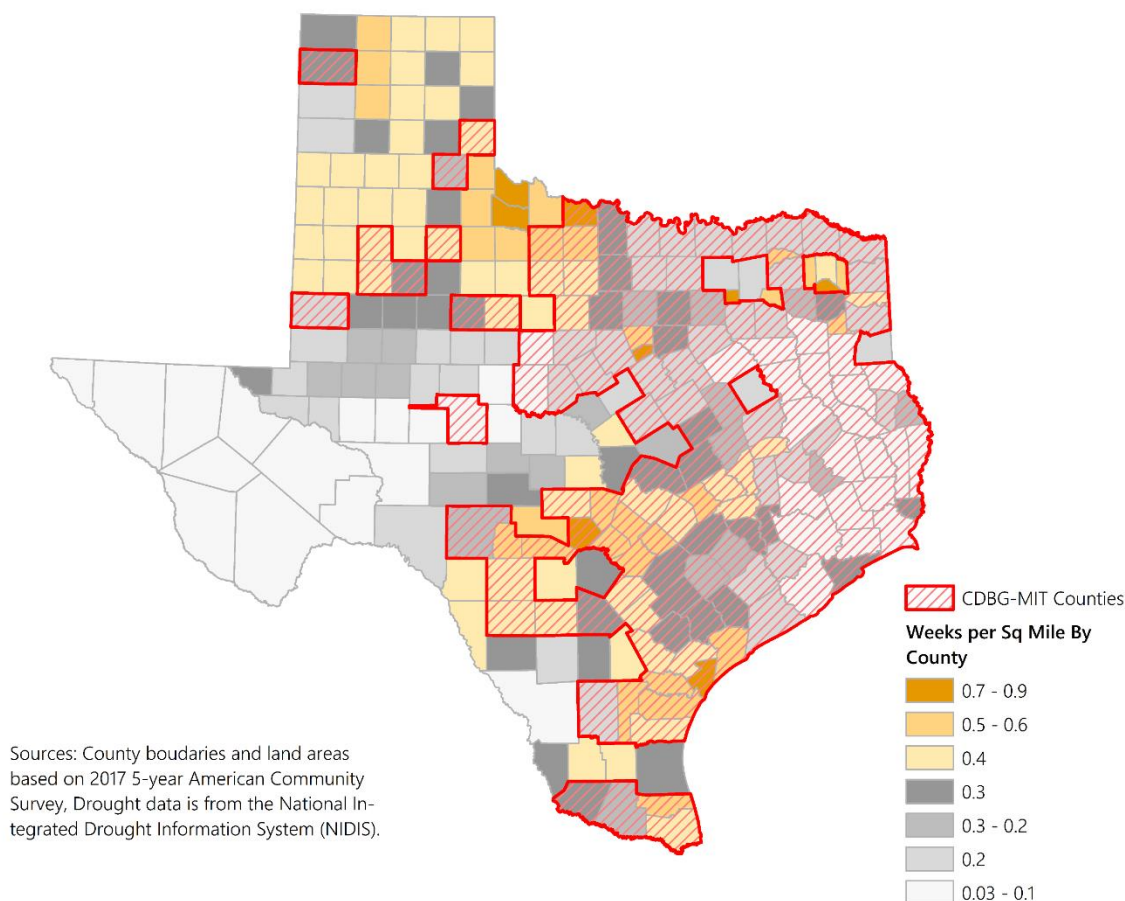


2.9.3.6 Drought

Droughts often create the preconditions for wildfires and have additional impacts on stream flows, groundwater availability, reservoir storage, and agricultural production. A weekly comprehensive determination of drought conditions within counties is prepared nationally by groups of climate experts and presented in the products of the U.S. Drought Monitor (USDM) developed by the U.S. Department of Agriculture and NOAA. For the study, the USDM database compilations for county-level data were acquired from 2001 through 2018. Only areas of D3 (Extreme) and D4 (Exceptional) drought were used in the analysis, and the D4 designations were assigned twice the weight of areas having D3 conditions. The resulting map illustrates that western, more arid regions of the state are also more prone to extended drought. The locations of the top 10 percent of counties with drought impacts were also heavily influenced by the exceptional drought period that occurred from 2011 through 2013, a protracted dry spell that exceeded the “drought of record” experienced

in Texas during the 1950s. Regions most affected by this recent exceptional drought period include south Texas and counties on the Edwards Plateau; along the Rio Grande between Laredo and Del Rio; and in the Rolling Plains along the Red River.

Figure 2-71: Drought: Weeks per Square Mile by County (2001-2018)

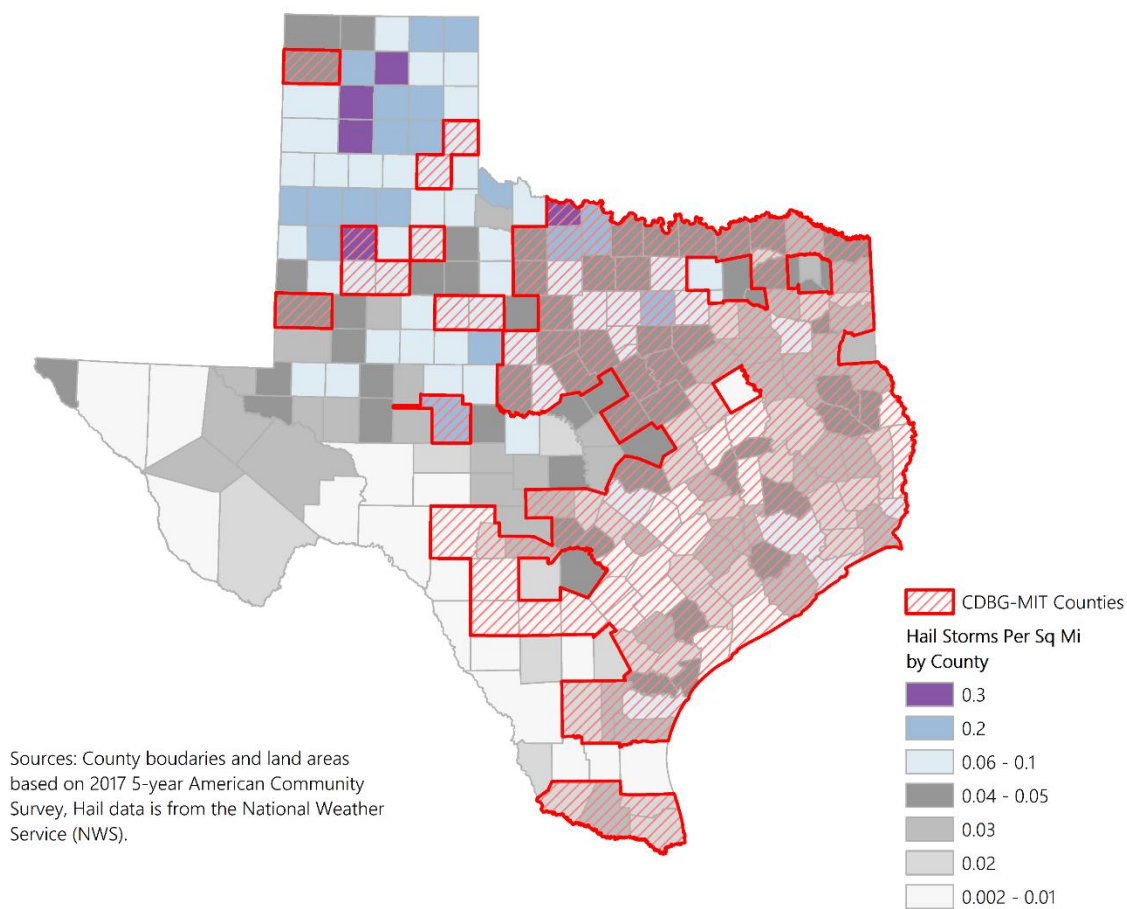


2.9.3.7 Hail

Hailstorms are a frequent occurrence in Texas and affect all its regions. Hailstorms can cause massive damages to property, as an April 2016 storm did in Bexar County where hail peaking in size at 4.5 inches in diameter caused a record-breaking \$1.6 billion in insurance losses (\$560 million for automobile damage and \$800 million for home damage).⁴⁰⁶ Texas hailstorm data indicates area hailstorms are most frequent in the north central and northwestern parts of the state, with a concentration in the Panhandle region.

⁴⁰⁶ Hampshire, Williams, Fogarty, "An Analysis of the Record Breaking April 12, 2016 San Antonio Hail Storm Compared to Other Giant Hail Storms," WFO Austin San Antonio, National Weather Service, https://ams.confex.com/ams/97Annual/webprogram/Manuscript/Paper303219/3363542_ExtendedAbstract.pdf

Figure 2-72: Hailstorms per Square Mile by County (2001-2018)



2.9.4 COMPOSITE DISASTER INDEX RESULT

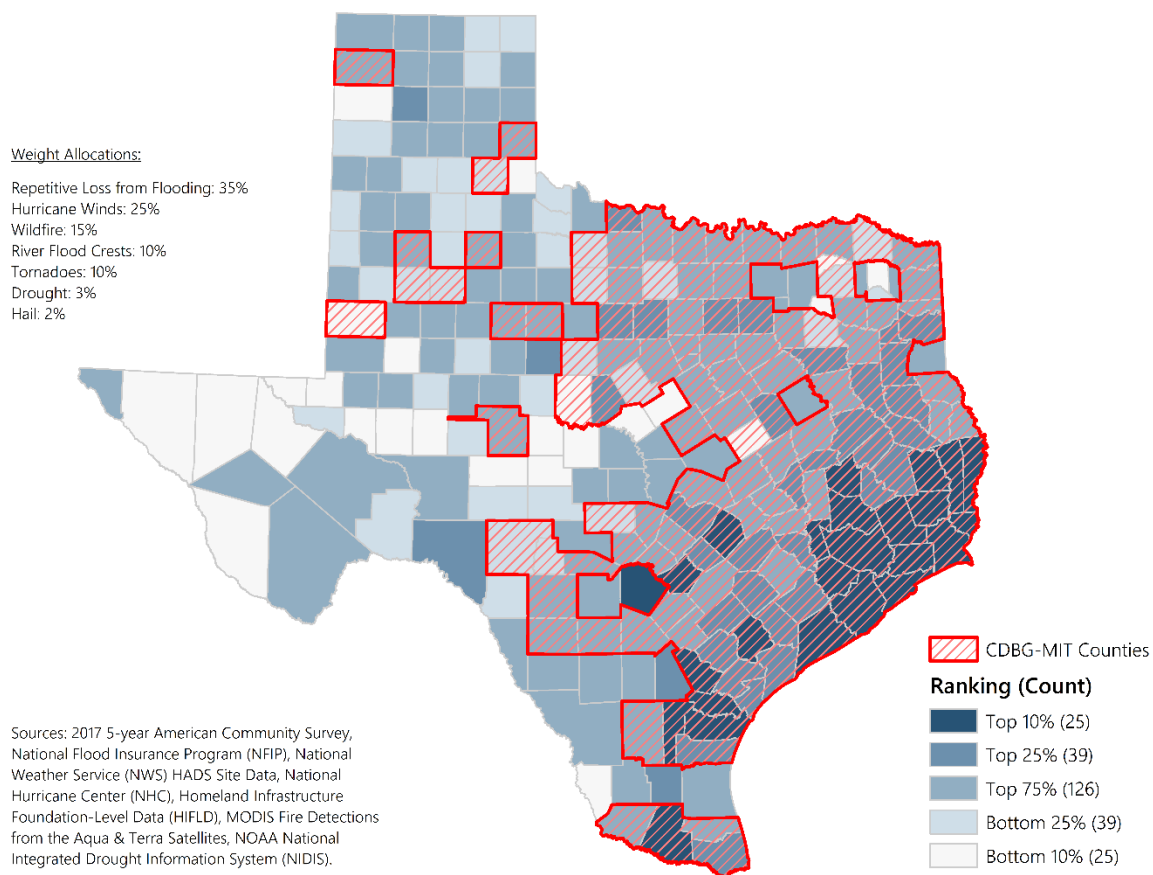
The CDI combines the magnitude of these seven hazard categories across the county geographies of the state, producing a single representation of the composite disaster vulnerability of Texas counties. To accomplish this, the CDI assigns weighting factors linked to the degree of impact associated with different kinds of hazards. The weights for the seven hazard categories are presented in the table below. The weighting of these factors reflects the relative degree of impact these hazards have on property losses and human casualties. Flooding and hurricane winds have historically been the most lethal and damaging occurrences in the state, whereas the consequences of the other disaster impacts—while not trivial—are not as severe and long-lasting in most instances.

Table 2-20: Composite Disaster Index Weights

| Hazard Type | Weight Allocation |
|--------------------------------------|-------------------|
| Repetitive Loss (NFIP) from Flooding | 35% |
| Hurricane Winds | 25% |
| Wildfire | 15% |
| River Flood Crests | 10% |
| Tornado | 10% |
| Drought | 3% |
| Hail | 2% |

When mapped, the CDI illustrates the areas most vulnerable to natural hazards. As shown in the figure below, the Texas coast, particularly from Matagorda County east to the Beaumont-Port Arthur area, is at the greatest risk to impacts from natural hazards—primarily hurricane winds and flooding. Hardin County in Southeast Texas has the highest composite score of any Texas county. In addition, portions of Central, South Central, and South Texas are also highly vulnerable, as they are exposed to frequent flooding, tornadoes, and hurricane winds.

Figure 2-73: Composite Disaster Index (2001-2018)



2.10 Per Capita Market Value

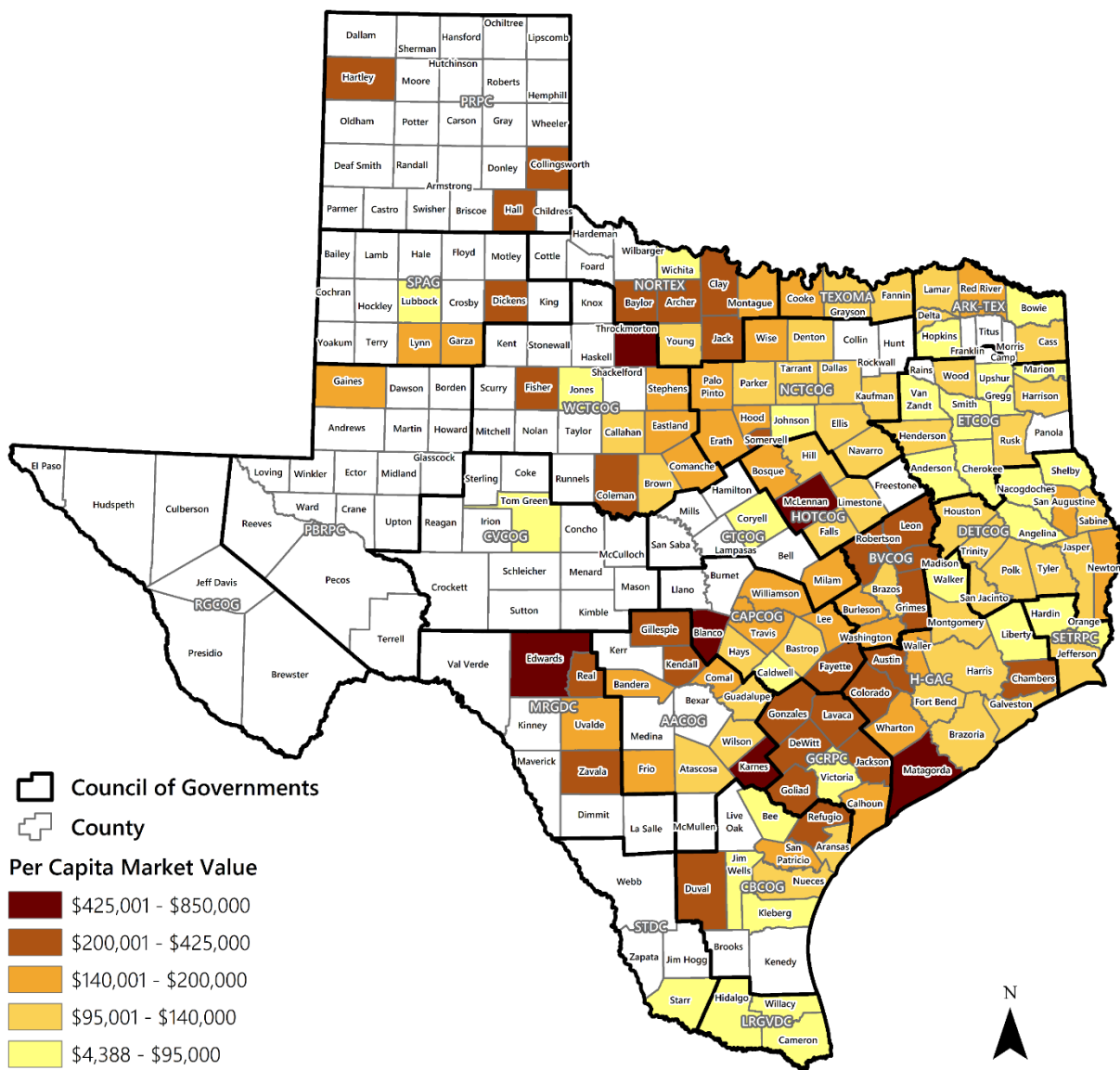
While SoVI describes a community's capacity to prepare for, respond to, and recover from hazards based on the socio-demographic composition of an area, another important consideration is a community's financial capacity to fund disaster recovery and hazard mitigation activities. Financial capacity refers to the ability of a unit of local government to generate revenue to fund its operations and capital expenditures.

To analyze that capacity, the per capita market value—the market value of all property in a county divided by the county population—for all eligible counties was collected from the state comptroller's office and used as a factor in the state allocation model, located in Appendix F.

In Texas, communities rely primarily on sales and property tax revenues to fund governmental activities. To compare the suitability of possible proxies for financial capacity in an allocation model, it is necessary to analyze the sources from which both sales and property taxes are generated: overall sales and the market value of property. Overall sales reflect local business conditions, particularly the number of businesses and the sales from those businesses. However, sales tax revenue can vary widely from year to year based upon factors outside of a jurisdiction's control, including national and local economic conditions. This variability and its causes make sales tax revenue less desirable as a proxy for financial capacity. Market value of property, while also somewhat variable, is less so than sales tax and has the benefit of having a direct tie to the overall financial value of a community. That value is generated from the presence of government services and infrastructure, the business and job climate, local amenities, and the housing stock. In economic terms, those factors are less elastic, meaning they do not respond as quickly to changes in supply and demand, and thus serve as a superior metric for long-term financial capacity. Additionally, those factors encompass the perceived economic conditions of a community—the sole metric upon which sales and sales tax are based.

The map below shows the per capita market value for the 140 eligible counties.

Figure 2-74: Per Capita Market Value by County (2018 Valuations)

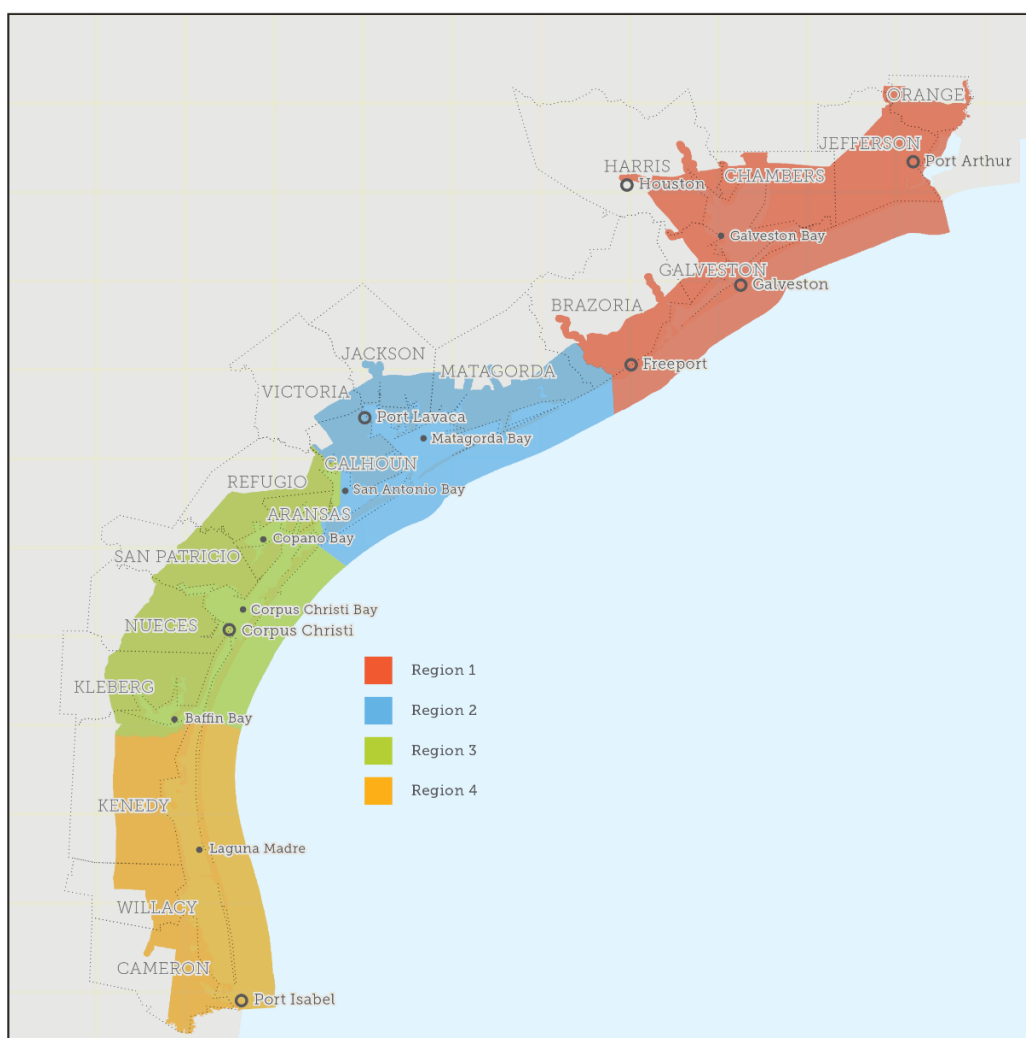


2.11 Review of State Reports, Studies, and Legislation

2.11.1 THE TEXAS COASTAL RESILIENCY MASTER PLAN

The GLO released the *Texas Coastal Resiliency Master Plan* (Resiliency Plan) in 2017, with an updated iteration in 2019, to guide the GLO's efforts in restoring, enhancing, and protecting the state's coastal zone. The Resiliency Plan provides a framework to protect communities, infrastructure, and ecological assets from coastal hazards, including short-term direct impacts, as well as long-term gradual impacts. Through the Resiliency Plan, the GLO is working toward an adaptable planning process that accommodates changing coastal conditions, as well as evolving needs and preferences of Texas coastal communities.

Figure 2-75: The Four Regions of the Texas Coastal Zone

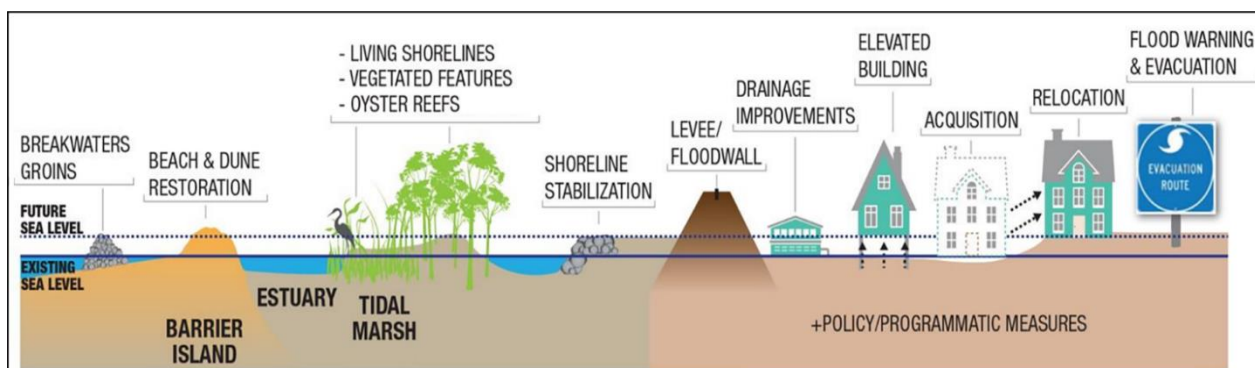


The Resiliency Plan pinpoints eight specific issues of concern that result from pressures exerted on the coastal environment from human activities and natural processes. The issues of concern addressed by the Resiliency Plan are:

- Coastal flood damage;
- Coastal storm surge damage;
- Gulf beach erosion and dune degradation;
- Bay shoreline erosion;
- Altered, degraded, or lost habitat;
- Impact on water quality and quantity;
- Impact on coastal resources; and
- Abandoned or derelict vessels, structures, and debris.

The Resiliency Plan identifies and proposes individual projects grouped into actions and strategies that produce measurable economic and ecological benefits to advance coastal resiliency. The Resiliency Plan calls for a balanced approach in managing coastal resources focused on community resiliency, ecological health, and economic growth by recommending projects ranging in type from nature-based (“green infrastructure”) to structural-based (“gray infrastructure”) to nonstructural-based projects, plans, policies, programs, and studies to employ a multiple lines of defense approach to coastal planning.

Figure 2-76: The Multiple Lines of Defense⁴⁰⁷



The development of the Resiliency Plan has been a collaborative effort bringing together a wide range of planning considerations from a diverse set of coastal stakeholders. The projects recommended in the Resiliency Plan were vetted and prioritized through input from a Technical Advisory Committee comprised of researchers in many fields of coastal science; state and federal natural resource agency personnel; members of public, private, and non-governmental

⁴⁰⁷ Graphic courtesy of the U.S. Army Corps of Engineers.

organizations; local government representatives; and engineering and planning experts. After the application of an initial screening criteria, the Technical Advisory Committee evaluated all candidate projects based upon the level of benefit each project would provide to each issue of concern, the feasibility level of the project, and whether the project would be considered a priority given the current state of the coast. Projects offering co-benefits between hazard mitigation and ecological resiliency rank as those best suited for inclusion in the Resiliency Plan.

The GLO's coastal master planning efforts began with a study released in 2012 titled *Shoring Up the Future for the Texas Gulf Coast*, which spotlighted the value and vulnerabilities of the state's coastal areas. That planning endeavor has informed the continued and ongoing state coastal planning effort that has evolved into the Resiliency Plan and has since been used to coordinate work being done on the Texas coast with other state and federal projects. The U.S. Army Corps of Engineers (USACE), consulted the 2012 study during the early scoping phase of the *Coastal Texas Protection and Restoration Feasibility Study* and has continued coordination with the GLO through the completion of the 2019 Resiliency Plan. This collaborative approach has allowed for complementary elements between projects proposed in the GLO Resiliency Plan and the USACE study. Ongoing projects have been leveraged to inform the Resiliency Plan, such as the *Sabine Pass to Galveston Study*, a study also led by USACE in partnership with the GLO. The coastal storm risk management projects proposed through the *Sabine Pass to Galveston Study* are included in the prioritized projects in the Resiliency Plan. Another coastal planning effort that informed the Resiliency Plan is the GLO's *Texas Coastal Infrastructure Study*, completed in 2016 to identify critical infrastructure assets that are most vulnerable to storm impacts. This study was accomplished through community outreach meetings with local officials to prioritize infrastructure needs in preparation for future storm events.

The GLO's Coastal Resources division operates the state's Coastal Erosion Planning and Response Act (CEPRA) program and the federal Coastal Management Program (CMP). These two programs offer funding opportunities to improve management of the state's coastal zone. Supplemented with funding allocated to the State of Texas through the Gulf of Mexico Energy Security Act (GOMESA), the CEPRA and CMP programs have been utilizing the Resiliency Plan to prioritize funding to implement the projects that are best suited to improve Texas coastal resiliency. CMP, GOMESA, and CDBG-DR funds were also utilized to aid in the production of the Resiliency Plan.

The Resiliency Plan has also been used to assist with informing the selection process for candidate projects to be implemented through the Texas portion of funding through the RESTORE Act – the funds available as a result of the settlement brought about after the Deepwater Horizon oil spill – by providing coastal stakeholder preferences gleaned from the Technical Advisory Committee to the RESTORE Council.

2.11.2 GOVERNOR'S COMMISSION TO REBUILD TEXAS

The destruction caused by Hurricane Harvey prompted a strong response from state lawmakers and political leaders. On September 7, 2017, Texas Governor Greg Abbott issued a proclamation creating the Governor's Commission to Rebuild Texas ("the Commission") to coordinate a statewide effort to help communities recover from Hurricane Harvey under the leadership of John Sharp, Chancellor of the Texas A&M University System (TAMUS).⁴⁰⁸ The Commission's authorities and duties related to Hurricane Harvey recovery are broad, which put it in a unique position to influence disaster recovery reform efforts during Texas' 86th Legislative Session.

The Commission's report, 'Eye of the Storm' covered a wide range of disaster-related topics from debris removal to telecommunications. The report detailed a synopsis of the event and its impacts and a set of 44 policy recommendations for disaster response and recovery.⁴⁰⁹ The Commission's report was significant as it detailed Governor Abbott's disaster-related policy priorities, many of which were signed into law during the 86th Legislative Session, reforming disaster response and recovery in Texas. The report is organized around the following key topic areas:

- i. Agency Coordination;
- ii. Communication;
- iii. Disaster Services;
- iv. Planning;
- v. Mitigation and Resilience;
- vi. Technology and Data; and
- vii. Training.

2.11.3 TEXAS AT RISK REPORT

The GLO released its after-action report, 'Hurricane Harvey: Texas at Risk'⁴¹⁰, on August 25, 2018, one year after Hurricane Harvey made landfall. The report was inspired by the GLO's experiences administering both the FEMA Direct Housing Mission and long-term CDBG disaster recovery programs in response to Hurricane Harvey and the lessons learned from it. The GLO was delegated the administration of the FEMA Direct Housing Mission, which aimed to place disaster survivors

⁴⁰⁸ Governor Greg Abbott, "Proclamation," Governor's Commission to Rebuild Texas, September 7, 2017, <https://www.rebuildtexas.today/proclamation/>

⁴⁰⁹ "Commission to Rebuild Texas Offers Post-Harvey Recommendations to Legislature," Office of the Texas Governor, Gregg Abbott, Press Release, December 13, 2018, <https://gov.texas.gov/news/post/commission-to-rebuild-texas-offers-post-harvey-recommendations-to-legislature>

⁴¹⁰ Andrew Natsios, "Hurricane Harvey: Texas at Risk," Texas General Land Office, George P. Bush, Commissioner, August 2018, <http://www.glo.texas.gov/recovery/files/texas-at-risk-report.pdf>

in temporary housing. Direct Housing Missions are traditionally managed by FEMA. This mission was the first time FEMA partnered with a state agency to implement temporary housing.

The report focuses primarily on disaster housing and mitigation as a means of protecting lives and property from future disasters. The report includes 18 detailed policy recommendations for all levels of government, including but not limited to:

- i. Improving building code standards;
- ii. Expanding legal flexibility to leverage innovative housing solutions;
- iii. Strengthening capacity building for local disaster recovery managers; and
- iv. Encouraging data-sharing between governmental entities to better assist disaster survivors.

2.11.4 86TH TEXAS LEGISLATURE

Hurricane Harvey's impact was geographically far-reaching and affected the districts of many state lawmakers, making disaster-related policy a high priority for many. Throughout the 86th legislative session, state lawmakers passed meaningful policy changes and made appropriations for disaster- and mitigation-related causes with potential impacts disaster recovery programs.

Following the release of the Eye of the Storm and Texas at Risk Reports, many state lawmakers filed bills based the policy recommendations during the 86th Legislative Session. The Legislature took significant action to make disaster-related appropriations from various sources, primarily from the Economic Stabilization Fund (ESF or "Rainy Day Fund"). Steps were also taken to ensure increased cooperation between state governmental entities involved with disaster response, recovery, and mitigation.

The following bills related to those state-level recommendations were signed into law:

2.11.4.1 *Business Advisory Council*

- **SB 799**—Alvarado: Relating to the creation of a business advisory council to provide advice on economic recovery following a disaster.⁴¹¹

⁴¹¹ Texas Senate Bill 799, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB799/2019>

2.11.4.2 *Flood Coordination and Planning*

- **SB 7**—Creighton: Relating to flood planning, mitigation, and infrastructure projects.⁴¹²
- **SB 8**—Perry, et al: Relating to state and regional flood planning.⁴¹³

2.11.4.3 *Disaster Recovery Institute for Training*

- **SB 6**—Kolkhorst: Relating to emergency and disaster management, response, and recovery.⁴¹⁴

2.11.4.4 *Capacity Strengthening Program for City and County Recovery Managers*

- **HB 2305**—Morrison: Relating to a work group on enhancing the training and credentialing of emergency management personnel.⁴¹⁵

2.11.4.5 *Flood Disclosures*

- **SB 339**—Huffman: Relating to a seller's disclosure notice for residential property regarding floodplains, flood pools, or reservoirs.⁴¹⁶

2.11.4.6 *Integration and Support of Public and Private Sector Philanthropic Programs*

- **HB 3616**—Hunter: Relating to the establishment of a task force on faith-based programs that provide assistance during a disaster.⁴¹⁷

2.11.4.7 *Disaster Programs Public Information Campaign*

- **SB 285**—Miles: Relating to information and outreach regarding hurricane preparedness and mitigation.⁴¹⁸

⁴¹² Texas Senate Bill 7, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB7/2019>

⁴¹³ Texas Senate Bill 8, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB8/2019>

⁴¹⁴ Texas Senate Bill 8, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB6/2019>

⁴¹⁵ Texas House Bill 2305, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/HB2305/2019>

⁴¹⁶ Texas Senate Bill 339, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB339/2019>

⁴¹⁷ Texas House Bill 3616, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/HB3616/2019>

⁴¹⁸ Texas Senate Bill 285, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB285/2019>

2.11.4.8 *Indefinite Quantity Contracts*

- **SB 300**—Miles: Relating to indefinite quantity contracts for the provision of certain services to declared disaster areas following a natural disaster.⁴¹⁹

2.11.4.9 *Suspension of Regulatory Statutes After a Disaster*

- **HB 7**—Morrison: Relating to disaster preparation for state agencies and political subdivisions.⁴²⁰

2.11.4.10 *Data Sharing/Disaster Case Management*

- **SB 6**—Kolkhorst: Relating to emergency and disaster management, response, and recovery.
- **HB 2330**—Walle: Relating to a study of an intake system and state case management system for state and federal disaster assistance.⁴²¹
- **HB 2340**—Dominguez: Relating to emergency and disaster management, response, and recovery.⁴²²
- **HB 1307**—Hinojosa: Relating to the creation of a disaster case management system by the Texas Division of Emergency Management.⁴²³

2.11.4.11 *Mandated Task Forces and Study Groups*

- **HB 5**—Phelan, et al: Relating to debris management and other disaster recovery efforts.⁴²⁴
- **SB 289**—Miles: Relating to disaster recovery.⁴²⁵

⁴¹⁹ Texas Senate Bill 300, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB300/2019>

⁴²⁰ Texas House Bill 7, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/HB7/2019>

⁴²¹ Texas House Bill 2330, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/HB2330/2019>

⁴²² Texas House Bill 2340, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/HB2340/2019>

⁴²³ Texas House Bill 1307, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/HB1307/2019>

⁴²⁴ Texas House Bill 5, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/HB5/2019>

⁴²⁵ Texas Senate Bill 289, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB289/2019>

- **HB 6**—Morrison, et al: Relating to disaster relief and recovery.⁴²⁶

2.11.4.12 *Disaster Committees*

- **HB 5**—Phelan, et al: Relating to debris management and other disaster recovery efforts.
- **HB 6**—Morrison, et al: Relating to disaster relief and recovery.
- **HB 2325**—Metcalf, et al: Relating to information and communication of governmental and other entities regarding disasters and health and human services.⁴²⁷
- **HB 2320**—Paul: Relating to services provided during and following a disaster.⁴²⁸
- **SB 982**—Kolkhorst: Relating to the provision of disaster and emergency services, including health care services, to certain populations.⁴²⁹
- **SB 984**—Kolkhorst: Relating to the suspension of certain local laws and property regulations by the governor during a declared state of disaster.⁴³⁰

2.11.4.13 *Reports, Plans, and Actions*

- **HB 5**—Phelan, et al: Relating to debris management and other disaster recovery efforts.
- **HB 6**—Morrison, et al: Relating to disaster relief and recovery.
- **HB 2325**—Metcalf, et al: Relating to information and communication of governmental and other entities regarding disasters and health and human services.
- **SB 289**—Miles: Relating to disaster recovery.
- **HB 2320**—Paul: Relating to services provided during and following a disaster.
- **SB 982**—Kolkhorst: Relating to the provision of disaster and emergency services, including health care services, to certain populations.

⁴²⁶ Texas House Bill 6, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/HB6/2019>

⁴²⁷ Texas House Bill 2325, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/HB2325/2019>

⁴²⁸ Texas House Bill 2320, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/HB2320/2019>

⁴²⁹ Texas Senate Bill 982, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB982/2019>

⁴³⁰ Texas Senate Bill 984, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB984/2019>

- **SB 986**—Kolkhorst: Relating to contract management standards and information for contracts related to emergency management.⁴³¹
- **SB 563**—Perry: Relating to the reporting of information about the use of federal money for flood research, planning, and mitigation projects.⁴³²
- **HB 2794**—Morrison, et al: Relating to the administration of emergency management in this state.⁴³³

2.11.4.14 *Senate Bill 7*

With the passage of Senate Bill 7, the Texas Legislature established the Texas Infrastructure Resiliency Fund (TIRF). Almost \$1.6 billion is appropriated from the ESF to establish the TIRF legislation.

The TIRF, which will be administered by the Texas Water Development Board (TWDB) and overseen by the Texas Infrastructure Resiliency Fund Advisory Committee (“advisory committee”). Additionally, four accounts will be established under TIRF:

- Floodplain Management Account;
- Hurricane Harvey Account;
- Flood Plan Implementation Account; and
- Federal Matching Account.

2.11.4.15 *Floodplain Management Account*

This account provides funds for the TWDB to finance its functions to “aid, advise, and coordinate the efforts” of political subdivisions’ participation in FEMA’s National Flood Insurance Program (NFIP). This account also provides the TWDB financing for “any other activities” related to collecting flood information, flood planning, protection and mitigation, and outreach.

2.11.4.16 *Hurricane Harvey Account*

This account provides funds for the TWDB to finance flood projects related to Hurricane Harvey by making grants or low-interest loans to political subdivisions to provide matching funds for federal program participation, cover state and federal regulatory costs, and develop a hazard mitigation plan.

⁴³¹ Texas Senate Bill 986, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB986/2019>

⁴³² Texas Senate Bill 563, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB563/2019>

⁴³³ Texas House Bill 2794, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/HB2794/2019>



Additionally, the bill requires that the TWDB “establish a point system for prioritizing flood projects for which money from the Hurricane Harvey Account is sought,” giving higher priority to projects that will have a “substantial effect.” Those projects that will have a “substantial effect” include those that:

- Are recommended or approved by the director of TDEM or the successor in function to that entity; and
- Meet an emergency need in a county where the governor has declared a state of disaster.

The TWDB can approve an application for financial assistance from TIRF that meets its criteria after approval from its executive director with input from the director of TDEM or the successor in function to that entity. This fund is set to expire on September 1, 2031 with the remaining balance to be transferred to the Flood Plan Implementation Account.

2.11.4.17 Flood Plan Implementation Account

This account is set up very similarly to the Hurricane Harvey Account described above, but is more inclusive in its description of flood projects “that will have a substantial effect” to include those that:

- Are funded partially through federal matching funds;
- Include a component that will increase water supply; and
- Contain any other factor the board deems relevant to resiliency.

It is likely this bill sets up the Flood Plan Implementation Account and Hurricane Harvey Account separately to expand its scope to cover projects relating to Hurricane Harvey and those associated with future disasters. The TWDB may use this account only to provide financing for projects included in the State Flood Plan and money from this account may be award to several eligible political subdivisions for a single flood project.

2.11.4.18 Federal Matching Account

This account can only be used by the TWDB to meet matching requirements for projects that are funded partially by the U.S. federal government, including those funded by USACE.

2.11.4.19 The Advisory Committee

The TIRF and its accounts will be overseen by the advisory committee, which is comprised of the same seven members that sit on the State Water Implementation Fund for Texas (SWIFT) Advisory Committee and the director of TDEM or the successor in function to that entity. The committee is comprised of the Texas Comptroller of public accounts, three state senators appointed by the lieutenant governor and three state representatives appointed by the House speaker. The co-

presiding officers of SWIFT's committee will be the co-presiding officers of the proposed advisory committee for TIRF, and the director of TDEM or the successor in function to that entity will serve as a non-voting member. The advisory committee's primary responsibility is to oversee the operation, function, and structure of TIRF, with the authority to adopt rules, procedures and policies to guide its use by the TWDB.⁴³⁴

Senate Bill 7 also creates the Flood Infrastructure Fund (FIF) as a special fund in the state treasury outside the general revenue fund contingent on the approval of a constitutional amendment by voters in November 2019.

The bill would allow the TWDB to use the fund only:

- To make a loan to a political subdivision at or below market interest rates for a flood project;
- To make a grant or low- or zero-interest loan to an eligible political subdivision for a flood project to serve an area outside a metropolitan statistical area or an economically distressed area;
- To make a loan at or below market interest rates for planning and design costs, permitting costs, and other costs associated with state or federal regulatory activities related to a flood project;
- To make a grant to a political subdivision to provide matching funds for participation in a federal program for a flood project;
- As a source of revenue or security for the principal and interest payment on bonds issued by TWDB for purposes of the fund, if the bond proceeds would be deposited in the fund; and
- To pay the expenses of TWDB in administering the fund.⁴³⁵

2.11.4.20 *State Flood Plan*

Senate Bill 8 calls for the creation of a State Flood Plan (the Plan) to be prepared by the TWDB every 5 years. The bill requires the TWDB to "designate flood planning regions to each river basin." The flood planning groups in each region are tasked with creating a regional report that will be compiled in the State Flood Plan.

⁴³⁴ Texas Senate Bill 7, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB7/2019>

⁴³⁵ "Bill Analysis, SB 7," House Research Organization, May 16, 2019, <https://hro.house.texas.gov/pdf/ba86r/sb0007.pdf>

The designated state agencies, including the GLO, are required to appoint a representative to serve as an “ex officio” member of each flood planning group (each river basin) established by the bill. The primary responsibility of these groups is to use flood-related information to identify problems and propose solutions for their respective regional report.⁴³⁶

The Plan (first due by 2024) will include a(n):

- Evaluation of the condition and adequacy of flood control infrastructure on a regional basis;
- Statewide, ranked list of ongoing and proposed flood control and mitigation projects and strategies necessary to protect against the loss of life and property from flooding and a discussion of how those projects and strategies might further water development, where applicable;
- Analysis of completed, ongoing, and proposed flood control projects included in previous state flood plans, including which projects received funding;
- Analysis of development in the 100-year floodplain areas as defined by FEMA; and
- Legislative recommendation the TWDB considers necessary to facilitate flood control planning and project construction.

2.11.4.21 *Senate Bill 500*

Senate Bill 500, a major supplemental appropriations bill, would appropriate almost \$2.8 billion from the Economic Stabilization Fund (ESF) for disaster recovery, including an \$793 million to the TWDB to complete flood projects not covered by FEMA’s flood mitigation funding should the November ballot provision pass.⁴³⁷

Funds appropriated under Senate Bill 500 will go to state agencies for Hurricane Harvey relief, Medicaid, state employee retirement, and other purposes. Approximately \$2.8 billion of these funds will be appropriated from the ESF and dedicated to expenses related to Hurricane Harvey, including:

- \$1.54 billion to the Texas Education Agency’s Foundation School Program and other costs related to Hurricane Harvey;
- \$61.4 million to public higher education institutions for Hurricane Harvey-related expenses;

⁴³⁶ Texas Senate Bill 8, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB6/2019>

⁴³⁷ “Governor Abbott Signs Disaster Relief and Preparedness Legislation into Law,” Office of the Texas Governor, June 13, 2019, <https://gov.texas.gov/news/post/governor-abbott-signs-disaster-relief-and-preparedness-legislation-into-law>

- \$673 million to TDEM for matching funds for FEMA programs;
- \$245.6 million to Health and Human Services Commission, Texas Department of Criminal Justice, and the Texas Department of Public Safety (DPS) to replace funds diverted from these agencies to disaster assistance related to Hurricane Harvey;
- \$227.8 million to the GLO for the removal of vessels and structural repairs, full-time employees to build short-term housing in the absence of federal grants, and state matching funds for studies and projects planned by USACE;
- \$17 million to the Texas Parks and Wildlife Department for necessary structural repairs related to damage from Hurricane Harvey; and
- \$8.9 million to the Texas Workforce Commission for hurricane-related expenses.⁴³⁸

2.11.4.22 *Senate Bill 289*

Senate Bill 289 created a local housing recovery plan framework to help local jurisdictions be more prepared for permanent housing construction and reconstruction following a disaster. The bill encourages, but does not require, that local jurisdictions develop housing recovery plans and submit them to the Hazard Reduction and Recovery Center at Texas A&M University (the Center) for certification. Once certified by the Center, the GLO is required to review the plan and consult with the Center and relevant local jurisdiction to ensure it meets the criteria established in the bill and either accept or deny the plan.⁴³⁹ In effect, the bill codifies increased coordination between local jurisdictions, TAMUS, and the GLO to help communities better prepare for housing recovery.

⁴³⁸ Texas Senate Bill 500, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB500/2019>

⁴³⁹ Texas Senate Bill 289, Enrolled, 86th Legislature Regular Session, 2019-2020, LegiScan, <https://legiscan.com/TX/text/SB289/2019>

2.11.5 STATE STUDIES

Over the last several years, the state of Texas has been conducting a variety of efforts to plan for flooding and mitigate from future disasters. As noted above and below, the state has begun to take larger strides to work toward mitigation. Below is a brief summary of planning efforts not only at the GLO, but in other agencies across the state.

2.11.5.1 *Texas Water Development Board's State Flood Assessment and State Flood Plan*

As stated through this Action Plan, in January 2019, the Texas Water Development Board (TWDB) published its *State Flood Assessment* for the state legislature. The report provides an initial assessment of flood risks, an overview of roles and responsibilities, an estimate of flood mitigation costs, and a synopsis of stakeholder views on the future of flood planning, mitigation, warning, and recovery. Additionally, the upcoming 2024 TWDB State Flood Plan (the Plan) will be based on regional flood plans developed by local stakeholders. It will focus on evaluating existing flood infrastructure and will include a statewide-ranked list of ongoing and proposed flood control and mitigation projects and strategies. The Plan will also include an analysis of development in the 100-year floodplain as defined by FEMA. In addition, the Plan will recommend legislative policy changes needed to facilitate planning and project implementation. Furthermore, a large part of the planning effort will include developing models and other technical tools that will assist local decisionmakers in evaluating potential solutions to flood issues.

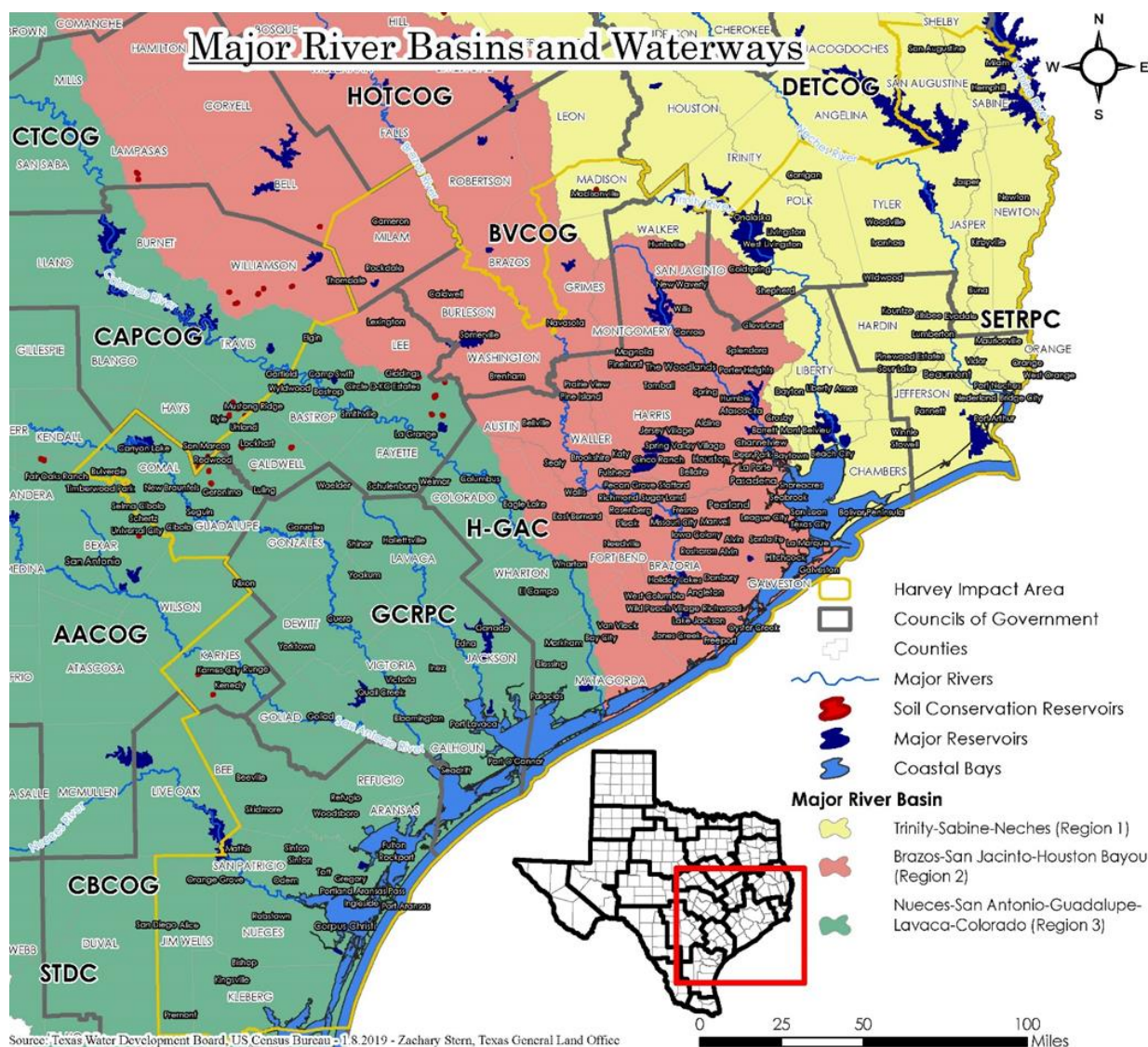
2.11.5.2 *GLO Flood Studies within Combined River Basins*

From the \$5.676 billion CDBG-DR funds awarded to the state of Texas after Hurricane Harvey, approximately \$137 million was allocated toward funding planning studies, to help communities make informed decisions through the long-term recovery process and better prepare for future disasters. An unprecedented decision was made to retain this funding at the GLO and utilize it for regional studies. Previously, the majority of planning studies completed using allocated CDBG-DR funding were completed at the local level; however, the results of the studies were often counter-productive, as effort was not made to incorporate surrounding communities, thus sometimes alleviating one issue only to cause additional problems outside the study area.

During the first half of 2018, the GLO Community Development and Revitalization Research and Development team developed a list of planning study needs through public outreach efforts directed toward the 49 counties that received a presidential disaster declaration resulting from Hurricane Harvey. Outreach consisted of attending public meetings, accepting study topics through the general CDR email, and an online survey for elected officials representing the affected communities. The close of the survey in September 2018 formally concluded public outreach, at which time all responses were sorted, reviewed, and responded to. After vetting responses, the primary identified study need was flood control.

In consultation with the Center for Space Research at UT Austin, and after reviewing TWDB's *State Flood Assessment*, the GLO determined that regionalization of the planning studies should be based on Texas' major river basins (see the map below). To limit the total number of regional studies, river basins located within the Impacted Areas were combined, creating a total of three regional flood studies (see below map). Each regional study will take a holistic approach by looking at the entirety of the combined river basins (from their origin in North Texas to their output in the Gulf of Mexico). The reasoning behind this approach is that flood events and development upstream of the Impacted Areas often have a direct impact and contribution to flooding downstream. Multiple one-on-one and group meetings were conducted with state and federal agencies identified as stakeholders to discuss and refine the project scope. Identified stakeholders include but are not limited to: Texas A&M AgriLife Extension (AgriLife), Federal Emergency Management Agency (FEMA), GLO-Coastal, National Oceanic and Atmospheric Administration (NOAA), National Weather Service (NWS), Texas Division of Emergency Management (TDEM), Texas Natural Resources Information System (TNRIS), TWDB, Texas Department of Transportation (TxDOT), United States Army Corps of Engineers (USACE), and United States Geological Survey (USGS). Efforts are ongoing to continue coordination with the current stakeholders, as well as identify additional stakeholders. Local outreach is included in the scope of the project and will be handled separately for each region through the councils of governments (COGs) and river authorities.

Figure 2-77: Coastal River Basins and Waterways



2.11.5.3 Coastal Texas Protection and Restoration and Feasibility Study

Conducted in partnership with the GLO, the Coastal Texas Protection and Restoration and Feasibility Study is a long-term comprehensive coastal planning effort focused on coastal storm risk management and ecosystem restoration. As of late 2018, USACE has narrowed its list of viable projects to several storm risk management scenarios that provide a barrier system for the Houston-Galveston and Galveston Bay region, plus a suite of shoreline protection and habitat restoration projects along the Texas coast. Additionally, USACE will study the Buffalo Bayou and its tributaries, as well as the Houston Regional Watershed Assessment to determine solutions for local flood issues. Other USACE studies will consider resiliency solutions for the Brazos River in Fort Bend County and for the Guadalupe and San Antonio river basins.

2.11.6 ADDITIONAL HURRICANE HARVEY STUDIES

In addition to the proposed regional flood studies, four other planning studies that utilize Hurricane Harvey funding (excluding the previously mentioned studies that use a combination of funding from Hurricanes Ike and Harvey, and 2016 Floods) are either ongoing or soon to begin. The following is a list and brief summary of each study.

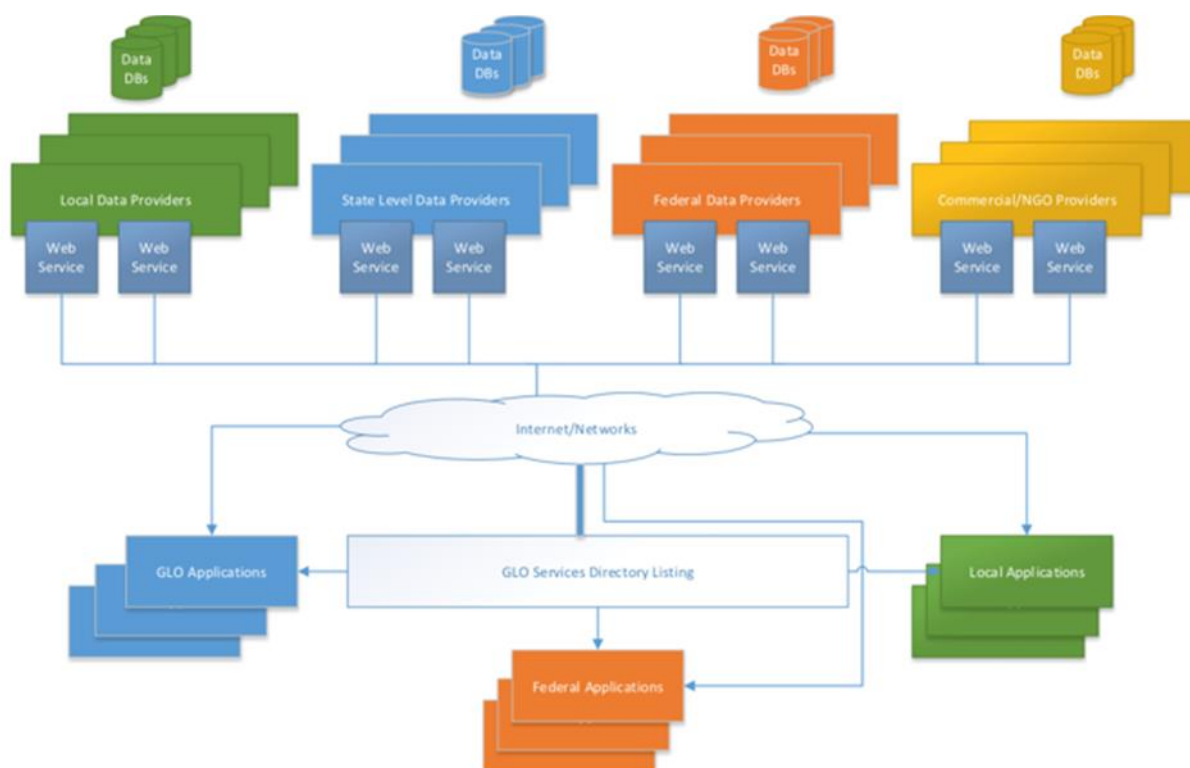
2.11.6.1 *Hurricane Harvey Housing Impacts: 49 County Survey Top-line Findings*

In June 2018 the Bureau of Business Research (BBR), an organized research unit of the IC2 Institute at The University of Texas at Austin, was asked by the GLO to prepare and administer a survey of unmet housing needs among community members and victims of the 49 Texas counties affected by Hurricane Harvey. The results of the survey, which was concluded in July 2018, helped the GLO determine the most appropriate type of housing assistance and method of communication with community members as it disburses CDBG-DR funds in impacted counties.

2.11.6.2 *Disaster Recovery and Mitigation Data Management Plan*

In June 2019, the University of Texas at Austin (UT) was selected to help the GLO design and deliver a database capable of housing and securing the state's disaster data needs. UT will assist the GLO to establish the necessary framework and processes to collect, organize, process, analyze, and distribute disaster data for the state of Texas. The disaster database is a critical tool that will assist communities in the development of better disaster response, recovery and mitigation plans. Through the GLO's planning efforts, Texas A&M University Systems was identified as the ideal long-term partner to house the disaster database.

Figure 2-78: Database Design



2.11.6.3 *Economic Development Strategy and Diversification Study*

The purpose of this study, which should begin Fall 2019, is to develop strategies to expand the economy of coastal counties impacted by Hurricane Harvey beyond tourism to make them more resilient to future impacts while recovering. The need for the project is that Hurricane Harvey had a devastating effect on the primary economic source of revenue, tourism, for multiple counties along the Texas coastline. The study will specifically address deficiencies in the workforce and lost businesses.

2.11.6.4 *Disaster Recovery Alternative Housing Study*

This study, beginning Fall 2019, will analyze and evaluate alternative housing options to determine if innovative solutions exist for accommodating disaster survivors, including those with low to moderate incomes, that are cost-effective, prudent, secure, and allow for faster construction. The study, as currently proposed, consists of two phases. In the first phase, Research and Development, the selected Provider will gather, analyze, and evaluate data relating to the resiliency of alternative housing options during extreme weather events to identify innovative solutions for sheltering disaster survivors that are cost-effective, safe, secure, and allow for expedited construction. Phase 2 will build upon the results of Phase 1 and involves the development of prototypes for several agreed-upon solutions and testing for feasibility of the prototypes during extreme weather events.

2.11.7 OTHER GLO STUDIES AND INITIATIVES

Prior to Hurricane Harvey, planning studies were included in the Infrastructure program and were locally run, with a few exceptions. Utilizing a portion of the funds allotted for planning studies from the Hurricane Ike award, multiple studies are ongoing or recently completed. The following is a summary of the studies.

2.11.7.1 *Disaster Impact Visualization Study*

Through a partnership with The University of Texas' Center for Space Research, the GLO is utilizing planning study funds from Hurricanes Ike and Harvey, as well as 2016 Floods, to continue to build real-time visualizations of critical disaster data, including the Public MOVES Viewer, displaying historical satellite imagery from Hurricane Harvey and other events, giving communities the ability to observe events and make more informed planning decisions.⁴⁴⁰

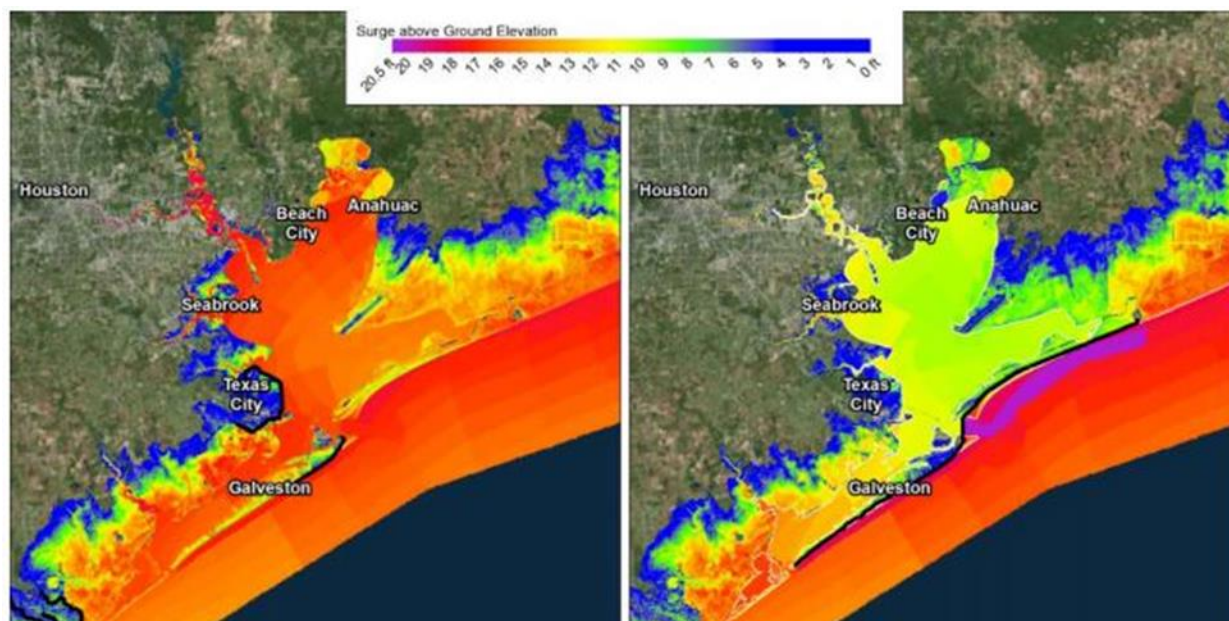
2.11.7.2 *Gulf Coast Community Protection and Recovery District (GCCPRD)*

In 2013, GLO entered into an agreement with the GCCPRD to develop a storm surge suppression study in accordance with USACE standards. The study area consisted of the coastal areas around Brazoria, Chambers, Galveston, Harris, Jefferson, and Orange counties that could be impacted by future storm events. The study, which investigated options for reducing the vulnerability of the upper Texas coast to hurricane surge and flood damages, was completed in December 2018.⁴⁴¹

⁴⁴⁰ MOVES (Modeling, Observation and Visualization for Emergency Support), Center for Space Research, University of Texas at Austin, accessed October 4, 2019, <http://magic.csr.utexas.edu/public/views/>

⁴⁴¹ Gulf Coast Community Protection and Recovery District (GCCPRD), accessed October 4, 2019, <https://gccprd.com>

Figure 2-79: Surge reduction 100-year event in 2085.



2.11.7.3 Evaluating the Effects of a Coastal Spine: National-Level Economic Ripple Effects of Storm Surge Events

In September 2017, the GLO utilized remaining Hurricane Ike funds to commission a study comprehensively assessing a coastal storm suppression system (aka coastal spine) proposed as a mitigation strategy. The report presents the results of a nation-wide economic study of storm surge impacts on the three counties along the Galveston Bay (Galveston, Harris, and Chambers) and explores how direct impacts on a specific sector(s) in bay communities affect the economy of TX as well as economies of other states and the nation as a whole in the long-term, while capturing general equilibrium and multiplier effects. The project was completed in May 2019.⁴⁴²

2.11.7.4 Regional Drainage Data Collection and Oversight

Through a competitive bid process, the University of Texas-San Antonio (UTSA) was awarded a contract in April 2019 to gather and organize data focusing on regional oversight and the coordination of the drainage infrastructure in Hardin, Jasper, Jefferson, Newton, Orange, Tyler, Polk, Liberty, and Chambers Counties. They will perform community outreach activities, collect and analyze existing data, and inform local communities and community leaders, on behalf of the GLO, of recommended actions to take based on the data analysis. The study is expected to be completed by December 2019.

⁴⁴² *Evaluating the Effects of a Coastal Spine: National-Level Economic Ripple Effects of Storm Surge Events*, Center for Texas Beaches and Shores, Texas A&M University at Galveston, <https://recovery.texas.gov/files/programs/planning/coastal-spine-report.pdf>

2.11.8 FEDERAL, STATE, AND LOCAL COORDINATION & MITIGATION ALIGNMENT

The GLO has been working with a variety of federal, state, and local partners. Given the geography of the 140-county area in Texas with its urban/rural diversity, the GLO worked to address needs and communications through a variety of channels. From an online mitigation survey to teleconference calls with councils of governments and multiple presentations across the state, the GLO has worked diligently to conduct regional and localized coordination and has aligned CDBG-MIT programs to complement and enhance the state's mitigation efforts. Below is a summary of efforts taken with the GLO's federal, state, and local partners.

2.11.8.1 *Federal Coordination*

Federal Emergency Management Agency

The GLO began working with the Federal Emergency Management Agency (FEMA) almost immediately following Hurricane Harvey in 2017. The GLO has had a solid presence at the Texas Recovery Office (TRO) previously the Joint Field Office. The GLO is in charge of the short-term housing mission for the state in partnership with FEMA.

The GLO has regular mitigation meetings at the TRO with FEMA, TDEM, and the TWDB to go over the status of projects and other mitigation efforts.

The Hazard Mitigation branch and their Floodplain Management & Insurance section in particular assisted communities with damage assessment and conducted substantial damage assessments. This mitigation branch conducts NFIP information campaigns, community education and outreach, assists communities in identifying and developing opportunities for mitigation, and assisted TDEM in reviewing local mitigation plans to ensure jurisdictions were eligible for Harvey HMGP funding.

U.S. Environmental Protection Agency

Through the U.S. Environmental Protection Agency (EPA) and its Urban Waters Federal Partnership, the GLO has played a role in their workshops to deliver important information to local communities looking to mitigate from future disasters. The Urban Waters Federal Partnership connects communities, particularly those that are overburdened or economically distressed, with their area stakeholders by improving coordination among federal agencies and collaborating with community-led revitalization efforts to improve the Nation's water systems and promote economic, environmental and social benefits. The EPA partnership works to break down federal program silos to promote more efficient and effective use of federal resources through better coordination and targeting of federal investments; recognize and build on local efforts and leadership, by engaging and serving community partners. Over the last year, the GLO has attended and presented at approximately 5 EPA workshops across Texas.

U.S. Economic Development Administration

The GLO has been working with the U.S. Economic Development Administration (EDA) and has provided regular CDBG-MIT updates on its monthly Disaster Recovery Manager (DRM) calls—these DRM positions have been put in place through grant funds from the EDA to assist in the recovery following Hurricane Harvey, and are hired and managed by regional councils of governments. Additionally, the GLO participated in a regional EDA workshop to highlight the upcoming CDBG-MIT funds and inform local officials of the state's mitigation efforts.

2.11.8.2 State Coordination

State Hazard Mitigation Team

When planning for state mitigation, it is important to involve a cross-section of stakeholders, particularly in the development of the State of Texas Hazard Mitigation Plan (SHMP). This includes the State Hazard Mitigation Team (SHMT), composed of representatives from state agencies, local and regional representatives, and non-governmental organizations with an interest in hazard mitigation. SHMT members (1) provide program and funding information; (2) identify mitigation strategies and opportunities, as well as actions taken since the previous State Hazard Mitigation Plan was approved; (3) contribute subject matter expertise on hazard assessments; and (4) comment on draft versions of the SHMP. Additionally, the SHMT evaluates both mitigation projects and funds across the state, as well as mitigation data and hazard information.

The SHMP requires regular review and evaluation; this is coordinated through the Texas Division of Emergency Management with the SHMT to ensure proper implementation, and to ensure that objectives are met and information regarding accomplishments and new initiatives are captured consistently. The GLO has three representatives (one from the Coastal division and two from the Community Development and Revitalization division) on the SHMT.

Texas Division of Emergency Management

The GLO has been working with the Texas Division of Emergency Management (TDEM) since late 2018 regarding mitigation on a consistent basis; in particular, with the State Hazard Mitigation Officer (SHMO) and the Hazard Mitigation Unit (the Mitigation Unit). The SHMO and the Mitigation Unit are in charge of a variety of efforts across the state. They are the state entity currently responsible for authoring and updating the SHMP.⁴⁴³ TDEM's Preparedness Unit develops the state's Emergency Management Plan.⁴⁴⁴

⁴⁴³ *State of Texas Hazard Mitigation Plan*, Texas Division of Emergency Management, October 2018, <http://tdem.wpengine.com/wp-content/uploads/2019/08/txHazMitPlan.pdf>

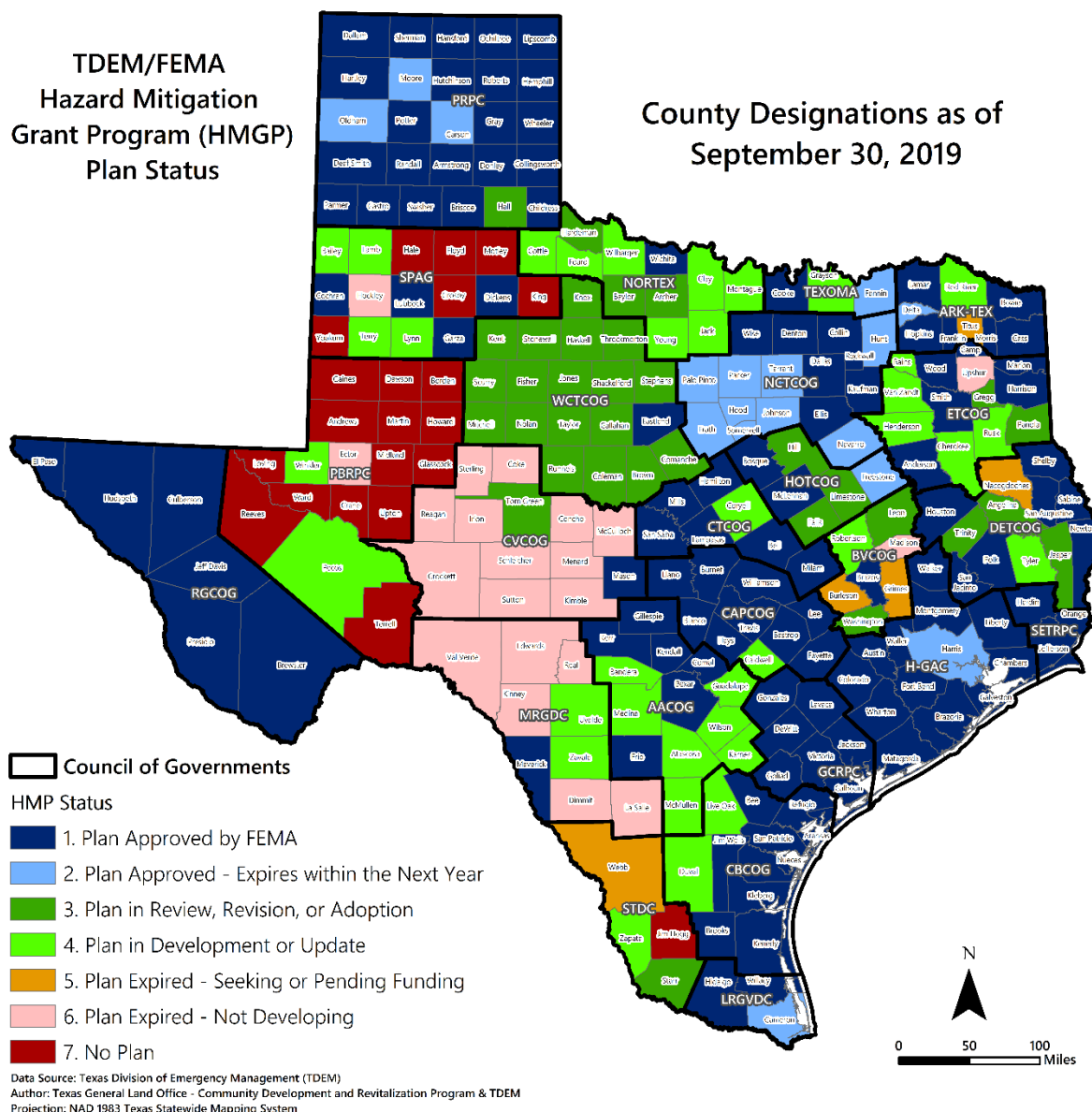
⁴⁴⁴ Ibid.



The Mitigation Unit focuses on reducing future disaster losses in Texas through the implementation of a variety of risk-reduction strategies. The group provides expertise and technical assistance in mitigation planning and in community administration of FEMA Hazard Mitigation Grant Program (HMGP) funds. This unit includes a headquarters element staffed by planners and mitigation grant coordinators responsible for the statewide implementation of the program. This unit also depends on regional mitigation grant coordinators which report to the regional TDEM assistant chiefs. These field staff work directly with local jurisdictions and sub-applicants to develop hazard mitigation projects and to assist sub-applicants in developing and managing mitigation grant applications as well as their Local Hazard Mitigation Plans (LHMPs) that are developed and submitted to FEMA on a rolling basis (see figure below).⁴⁴⁵

⁴⁴⁵ Ibid.

Figure 2-80: County Hazard Mitigation Plan Status by County



The Mitigation Unit provides the strategic vision, expressed in the SHMP, for efforts to reduce the long-term risk to Texas communities from all hazards. The SHMP is informed by LHMPs and SHMT research while providing strategic guidance and statewide hazard risk assessments on hazard mitigation activities to state agencies and local governments.

TDEM's Preparedness Unit mission in developing the Emergency Management Plan (EMP) is to support and enhance the state's preparedness by developing and managing a comprehensive, all-hazards emergency operations plan that clarifies roles and helps coordinate resources before, during, and after an incident of state significance. The EMP consists of a Basic Plan, functional



annexes in a variety of support functions, hazard annexes, and other support documents. Additionally, TDEM administers FEMA's Pre-Disaster Mitigation (PDM) program, which will be changing over to the Building Resilient Infrastructure and Communities (BRIC) program in 2020, as well as the FEMA Public Assistance (PA) program and Hazard Mitigation Grant Program (HMGP).

To appropriately align with strategic mitigation efforts across the state, the GLO met with the Mitigation Unit starting in 2018 specifically to address the CDBG-MIT funding stream that Texas would be receiving. During these initial meetings, the GLO and the Mitigation Unit discussed the respective roles, responsibilities, and programs that each engages with. The Mitigation Unit is in charge of providing technical assistance for and reviewing Local Hazard Mitigation Action Plans, as well as authoring and updating the State of Texas Hazard Mitigation Plan. The SHMO and the Mitigation Unit meet regularly alongside FEMA and the TWDB with the GLO to inform them of project status as it relates to respective programs and the CDBG-DR programs and projects.

The Mitigation Unit is currently working to develop an *enhanced* SHMP. As detailed in the Use of Funds section of this Action Plan, the GLO will be partnering with TDEM to provide assistance in the development of the enhanced SHMP. The benefit of an enhanced plan versus a standard one is an increase in the HMGP fund amount from 15 percent of a state's total FEMA disaster grant award to 20 percent of the total disaster grant award.⁴⁴⁶

Additionally, this CDBG-MIT funding will help finance local community efforts to build out their LHMPs. The GLO will also be working with TDEM on the identification of projects for funding under the HMGP Supplemental program.

Texas Water Development Board

Created in 1957, the mission of the Texas Water Development Board (TWDB) is to provide leadership, information, education, and support for planning, financial assistance, and outreach for the conservation and responsible development of water in Texas. Its mission is a vital part of Texas' overall vision and the state's mission and goals that relate to maintaining the viability of the state's natural resources, health, and economic development.

To accomplish these goals, the TWDB provides water planning, data collection and dissemination, financial assistance, and technical assistance services. Currently the TWDB supports the development of regional water plans; provides loans to local governments for water supply projects including flood control projects; provides grants and loans for the water and wastewater needs of

⁴⁴⁶ The HMGP fund amount available to a state, tribe, or territory is always a percentage of the total of FEMA's disaster grant assistance provided to a state following a Presidential disaster declaration. See FEMA's HMGP FAQ section, "How Much Money Is Available in the Hazard Mitigation Grant Program?" <https://www.fema.gov/hmgp-faqs>



the state's economically distressed areas; provides agricultural water conservation and water-related research and planning grants; maintains a centralized data repository of information on the state's natural resources called the Texas Natural Resources Information System⁴⁴⁷ (TNRIS); and manages the Strategic Mapping⁴⁴⁸ (StratMap) initiative, among other statewide efforts. A full-time, three-member board appointed by the governor considers loan applications from eligible applicants, awards grants for water-related research and planning, and conducts other TWDB business such as approving the state water plan.

Using funding allocated by the 85th legislature, the TWDB developed the State Flood Assessment.⁴⁴⁹ This report provides an initial assessment of Texas' flood risk, an overview of roles and responsibilities, an estimate of flood mitigation costs, and a synopsis of stakeholder views on the future of flood planning in the state. However, it does not seek to fund specific strategies or projects related to flood planning, mitigation, warning, or recovery. Preliminary findings summarized in the assessment are derived from stakeholder input and are organized according to three key pillars of comprehensive flood risk management: (1) mapping, (2) planning, and (3) mitigation.

Since 2007, the TWDB has been the designated state agency tasked with coordinating the National Flood Insurance Program (NFIP) within Texas. In this capacity the TWDB acts at the liaison between the federal component of the program and local communities, with the primary duty to provide guidance, outreach and education to the communities to assist in meeting the federal eligibility requirements for entrance into the NFIP and also assist the communities with maintaining their participating status.

The TWDB administers the Flood Protection Grant Program, which provides up to 50 percent state financial assistance to political subdivisions to: (1) conduct feasibility studies for an entire watershed to evaluate both structural and nonstructural solutions to flood hazards within the watershed; (2) engage in planning for or implementation of Flood Early Warning System(s); or (3) engage in planning for or implementing a Flood Response Plan. Additionally, the TWDB administers Flood Mitigation Assistance grants through the FEMA program that provides communities with up to 100 percent federal funds for cost-effective measures to reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes, and other structures insurable under the NFIP.

As detailed in this Action Plan, Senate Bill 8 calls for the creation of watershed-based Regional Flood Plans by January 2023 and the first State Flood Plan by September 2024. The state plan will

⁴⁴⁷ Texas Natural Resources Information System (TNRIS), Texas Water Development Board, <https://tnris.org/>

⁴⁴⁸ Texas Strategic Mapping (StratMap), TNRIS, Texas Water Development Board, <https://tnris.org/stratmap/>

⁴⁴⁹ "State Flood Assessment, Report to the Legislature, 86th Legislative Session," TWDB, January 2019, <http://www.texasfloodassessment.com/doc/State-Flood-Assessment-report-86th-Legislation.pdf>

be prepared by TWDB every 5 years in consultation with Regional Flood Planning Groups as well as TDEM, TCEQ, the State Soil and Water Conservation Board, the Texas Department of Agriculture, Texas Department of Parks and Wildlife, and the GLO. A related bill, Senate Bill 7, created two new funds to be administered by the TWDB: The Flood Infrastructure Fund (FIF) and the Texas Infrastructure Resiliency Fund (TIRF).

The GLO is continually working to align flood mitigation efforts to be appropriately in step with the upcoming state flood planning process.

Texas A&M University System

The Texas A&M University System (TAMUS) has become a valuable partner during the development of the state's long-term recovery and mitigation efforts. This system is one of the largest higher education institutions in the nation with a budget over \$6.3 billion and 11 universities and multiple state agencies. Currently, the GLO is partnering with the Texas A&M Forest Service, the Texas A&M AgriLife Extension, and other extension services.

A major partner over this period has been the through the AgriLife Extension and their Texas Community Watershed Partners. The Texas Community Watershed Partners (TCWP) provides education and outreach to local governments and citizens on the impacts of land use on risk reduction, watershed health and water quality. The TCWP operates on the Land Grant model of integrated university research, education, and extension. They engage the resources of Texas A&M University, and other universities in Texas and across the country, to put the tools of sustainability and resilience into the hands of Texas' citizens. They further engage the research platforms of these universities to help solve critical issues. Additionally, the AgriLife Extension service has representatives in all 254 counties in Texas, providing the potential for direct localized outreach through these representatives.

The TCWP has worked to develop the Community Health and Resource Management (CHARM) GIS mapping application. This application gives local officials, stakeholders, and citizens the power to map and analyze current risks and growth with real-time feedback. When used with additional hardware, CHARM forms a powerful and interactive planning tool for engaging the public and gathering their values about the community's future. The mapping application is supported with a library of mapping data about urbanization, natural hazards, critical facilities, and natural resources. The CHARM application can leverage local community knowledge for better long-term planning, and is an ideal tool for communities, local agencies, and project teams. It is during CHARM workshops that this hardware and application come together to inform local communities and decision makers in identifying planning impacts and risk reduction opportunities and strategies.

Through the exploration of the state's mitigation efforts, the TCWP and their CHARM service was identified as potential partners. The GLO engaged TCWP and have now established a solid

relationship where collaboration and coordination help align, not only statewide mitigation objectives, but hyper-localized mitigation planning and disaster preparation. The GLO looks forward to further partnership with TCWP and has begun the integration of their tools to reach the variety of CDBG-MIT eligible counties across the state.

In addition to the TCWP, TAMU has a variety of other institutes, programs and research that align with the GLO's mission. These include:

- **Hazard Reduction and Recovery Center (HRRC):** HRRC is an interdisciplinary institute of architects, planners, sociologists, policy analysts, economists, landscape architects, and engineers; these researchers focus on hazard analysis, emergency preparedness and response, disaster recovery, and hazard mitigation. HRRC aims to increase the understanding of the impacts that hazards have on humans and the environment through their research.
- **Texas Target Communities:** This service-learning program provides planning services to Texas communities including technical assistance, training, and public engagement workshops. Faculty and students partner together to provide these services with the aim to create sustainable communities across Texas.
- **The Institute for Sustainable Communities:** Similar to the HRRC, the Institute for Sustainable Communities aims to produce transformative research that offers solutions for more sustainable and vibrant communities. They helped author *Beyond the Basics: Best Practices in Local Mitigation Planning*, which provides advice to local communities on how to write effective Hazard Mitigation Plans.
- **Community Resilience Collaborative:** This collaborative is between the Texas Sea Grant College Program and Texas Target Communities. The Collaborative provides small grants for resiliency research and provides technical assistance for planning, outreach, and education aimed at coastal communities, particularly resource managers, land use planners, and emergency managers who deal with hazard mitigation.

TAMU represents just one of the varieties of current and potential partnerships the GLO hopes to strengthen or form with higher education institutions throughout Texas.

Texas Water Infrastructure Coordination Committee

The Texas Water Infrastructure Coordination Committee (TWICC) provides information on funding eligibility or technical assistance to water systems facing infrastructure or compliance issue and has taken a stronger role in helping communities across the state access both disaster recovery and mitigation funding. TWICC is a collaborative effort by state and federal government agencies and technical assistance providers promoting an efficient process for affordable, sustainable, and innovative funding strategies for water and wastewater infrastructure projects that

protect public health and safety. The GLO has been attending regular TWICC meetings to provide insight and updates on the upcoming CDBG-MIT funding stream and to keep members apprised of disaster recovery and mitigation programs.

2.11.8.3 *Local Coordination*

Councils of Governments

The state of Texas has a total of 24 councils of governments (COGs), regional councils or commissions that are comprised of a variety of all 254 counties, cities and special districts. COGs are political subdivisions of the state under Chapter 391 of the Texas Local Government Code. These councils were organized to guide unified development, service delivery and improve efficiency within regions. COGs are authorized to conduct planning; assist local governments in implementing plans; contract with local, state, and federal governments and other public and private agencies to provide community services; and assist local governments in solving governmental problems. COGs also serve as intermediaries among federal, state, and local governments while reviewing and commenting on applications for federal and state grants-in-aid and solid waste permits. While activities vary among regions, typically activities include planning for economic growth, water supply and water quality, air quality, transportation, emergency preparedness, implementing regional homeland security strategies, implementing criminal justice strategies and law enforcement training, maintaining and improving regional 911 systems, and the delivery of social services.

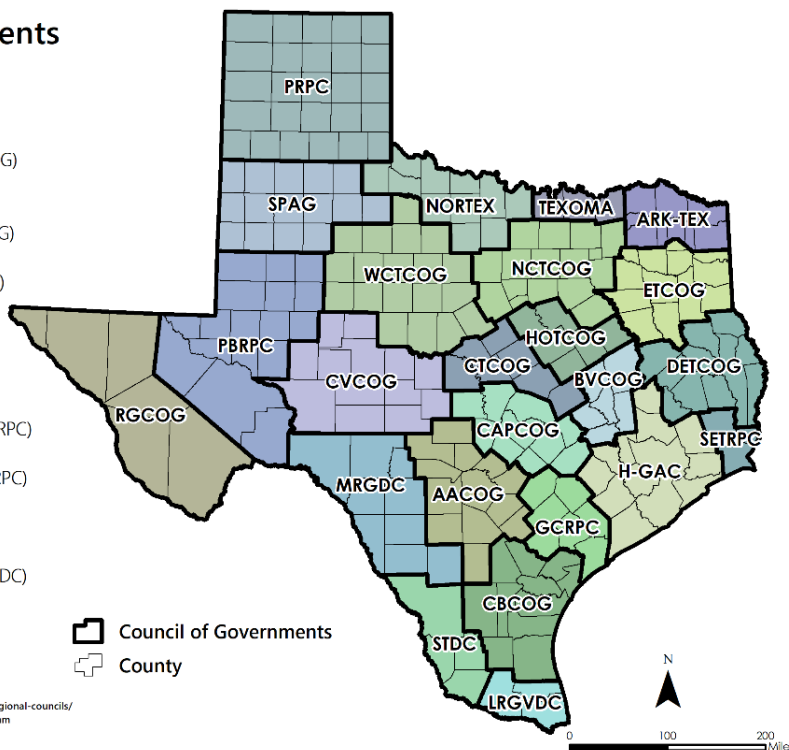
For example, each COG is a federally designated economic development district (EDD) under U.S. Economic Development Administration (EDA). The multijurisdictional entities help lead locally based, regionally driven economic development planning processes that leverage the involvement of the public, private and nonprofit sectors to establish a strategic blueprint for regional collaboration. This strategic blueprint is known as a Comprehensive Economic Development Strategy (CEDS) and is a plan for regional economic development.

In addition, COGs help the Office of the Governor prioritize and implement the Homeland Security Grant Program (HSGP), which plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. They also work to prioritize and administer the Texas Department of Agriculture's non-entitlement Community Development Block Grant funds.

Figure 2-81: Texas Councils of Governments

Texas Councils of Governments

Panhandle Regional Planning Commission (PRPC)
 South Plains Association of Governments (SPAG)
 Nortex Regional Planning Commission (NORTEX)
 North Central Texas Council of Governments (NCTCOG)
 Ark-Tex Area Council of Governments (ARK-TEX)
 East Texas Council of Governments (ETCOG)
 West Central Texas Council of Governments (WCTCOG)
 Rio Grande Council of Governments (RGCOG)
 Permian Basin Regional Planning Commission (PBRPC)
 Concho Valley Council of Governments (CVCOG)
 Heart of Texas Council of Governments (HOTCOG)
 Capital Area Council of Governments (CAPCOG)
 Brazos Valley Council of Governments (BVCOG)
 Deep East Texas Council of Governments (DETCOG)
 South East Texas Regional Planning Commission (SETRPC)
 Houston-Galveston Area Council (H-GAC)
 Golden Crescent Regional Planning Commission (GCRPC)
 Alamo Area Council of Governments (AACOG)
 South Texas Development Council (STDC)
 Coastal Bend Council of Governments (CBCOG)
 Lower Rio Grande Valley Development Council (LRGVDC)
 Texoma Council of Governments (TEXOMA)
 Central Texas Council of Governments (CTCOG)
 Middle Rio Grande Development Council (MRGDC)



Source: Texas Association of Regional Councils (TARC): <https://txregionalcouncil.org/regional-councils/>
 Author: Texas General Land Office - Community Development and Revitalization Program
 Projection: NAD 1983 Texas Statewide Mapping System
 Date: April 3, 2019

The Texas Association of Regional Councils (TARC) is the statewide association of COGs whose members are focused on enhancing quality of life through regional strategies, partnerships and solutions. TARC helps regional councils effectively assist local governments throughout Texas by sharing best practices, educating the public, and representing councils before local, state, and federal agencies and legislators. Since 1973, TARC has worked to strengthen the capabilities of the member councils while providing a forum for the exchange of ideas. TARC is governed by a policy board of local elected officials, including county judges, commissioners, mayors and city council members from the regions.

The GLO has maintained a close relationship with TARC and has conducted a variety of outreach efforts following the notice tied to the CDBG-MIT funds. Twenty-three (23) of the 24 COGs in Texas has a CDBG-MIT eligible county. Over the last year, the GLO has held stakeholder workshops and teleconference calls with almost all 23 COGs across the state and has presented at the quarterly TARC membership meetings to inform participants of the mitigation funding. This effort has been comprehensive to ensure mitigation alignment across the vast geography of Texas. The GLO will maintain this relationship with the COGs and TARC for the life of all CDBG-MIT programs described in this Action Plan.

Voluntary Organizations Active in Disaster/OneStar Foundation

The GLO has been working with the OneStar Foundation to engage the state's Voluntary Organizations Active in Disasters (VOADs) over the last several years. The OneStar Foundation, originally created as the Texas Center for Volunteer Action in 1976, is recognized state-wide as the voice of the volunteer, nonprofit, and faith-based neutral convener and a respected business partner to foundations, state agencies, and the business community tied to disaster response, recovery, and mitigation. In anticipation of the CDBG-MIT program, the GLO worked with the OneStar Foundation to ensure that the notification materials and relevant surveys were disseminated to all relevant VOADs and other organizations.

3 GENERAL REQUIREMENTS

3.1 Coordination of Mitigation Projects and Leverage

The GLO mitigation programs advance resilience to current and future hazards. Each mitigation program aligns with other planned federal, state, regional, or local capital improvements. Each proposed project application must describe how the proposed projects will: (a) Advance long-term resilience; (b) align with other planned capital improvements; and (c) promote community-level and regional (e.g., multiple local jurisdictions) planning for current and future disaster recovery efforts and additional mitigation investments.

The GLO will encourage subrecipients to leverage CDBG-MIT funds with funding provided by other federal, state, local, private, and nonprofit sources to utilize the limited CDBG-MIT funds to the fullest possible extent. The GLO will report on leverage funds in the Disaster Recovery Grant Reporting System (DRGR) system.

Funds may be used for matching requirements, share, or contribution for any other federal program when used to carry out an eligible CDBG-MIT activity. This includes programs or activities administered by the FEMA or USACE. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-MIT funds that may be contributed to a USACE project is \$250,000 or less.

3.2 Displacement of Persons and/or Entities

To minimize the displacement of persons and/or entities that may be affected by the activities outlined in this Action Plan, the GLO will coordinate with other state agencies, local governments, and local non-profit organizations to ensure minimal displacement. However, should any proposed projects cause the displacement of people, the GLO will ensure the requirements set forth under the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act, as amended, are met.

The relocation assistance requirements at section 104(d)(2)(A) of the Housing and Community Development Act (HCDA) and 24 CFR 42.350 are waived to the extent that they differ from the requirements of the URA and implementing regulations at 49 CFR part 24, as modified by the notice for activities related to disaster recovery. Without this waiver, disparities exist in relocation assistance associated with activities typically funded by HUD and FEMA (e.g., buyouts and relocation). Both FEMA and CDBG funds are subject to the requirements of the URA; however, CDBG funds are subject to Section 104(d), while FEMA funds are not. The URA provides that a displaced person is eligible to receive a rental assistance payment that covers a period of 42 months. By contrast, Section 104(d) allows a lower-income displaced person to choose between the URA rental assistance payment and a rental assistance payment calculated over a period of 60 months. This waiver of the Section 104(d) requirements ensures uniform and equitable treatment

by setting the URA and its implementing regulations as the sole standard for relocation assistance under the Federal Register notice.

The GLO will follow its Residential Anti-displacement and Relocation Assistance Plan (RARAP). The GLO will take the following steps and require subrecipients and developers to minimize the direct and indirect displacement of persons from their homes: Plan construction activities to allow tenants to remain in their units as long as possible, by rehabilitating empty units or buildings first; where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement; adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods; adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas; or target only those properties deemed essential to the need or success of the project.

3.3 Maximum Assistance

The maximum amount of assistance available to subrecipients is outlined in each of the GLO's mitigation programs in Section 4.4 GLO Use of Funds. For all housing and buyout activities, the GLO's housing guidelines establish housing assistance maximums. A waiver request must be submitted to the GLO if a subrecipient's housing assistance maximums exceed the GLO amounts. The GLO will evaluate each housing assistance waiver request for cost effectiveness. The GLO will consider exceptions for maximum awards when necessary to reasonably accommodate a person with disabilities.

3.4 Natural Infrastructure

The GLO will encourage projects that incorporate nature-based solutions and natural or green infrastructure in the selection and/or design of CDBG-MIT projects. The GLO will encourage subrecipients to consider natural infrastructure during the project selection process (e.g., alternatives and benefit-cost analysis). The Coastal Resiliency Program will select project from the Texas Coastal Master Resiliency Plan. The Texas Coastal Master Resiliency Plan calls for a balanced approach in managing coastal resources focused on community resiliency, ecological health, and economic growth by recommending projects ranging in type from nature-based ("green infrastructure") to structural-based ("gray infrastructure") to nonstructural-based projects, plans, policies, programs, and studies to employ a multiple lines of defense approach to coastal planning.

3.5 Protection of People and Property

3.5.1 QUALITY CONSTRUCTION STANDARDS

The GLO will require both quality inspections and code compliance inspections on all projects. Site inspections will be required on all projects to ensure quality and compliance with building codes. The GLO will encourage and support subrecipients' efforts to update and strengthen local compliance codes to mitigate hazard risks due to sea level rise, high winds, storm surge, and flooding where applicable. In the project application, subrecipients will submit an explanation of both current and future planned codes to mitigate hazard risks. The GLO will provide technical guidance on hazard mitigation code examples.

For flood mitigation efforts: subrecipients must consider high wind and continued sea level rise and ensure responsible floodplain and wetland management based on the history of flood mitigation efforts and the frequency and intensity of precipitation events.

All rehabilitation (meets the definition of substantial improvement), reconstruction, or new construction must meet an industry-recognized standard that has achieved certification under at least one of the following programs: (1) ENERGY STAR (Certified Homes or Multifamily High-Rise), (2) Enterprise Green Communities, (3) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), or (4) ICC– 700 National Green Building Standard. For rehabilitation of non-substantially damaged residential buildings, the GLO will follow the guidelines to the extent applicable as specified in the HUD CPD Green Building Retrofit Checklist. For infrastructure projects, the GLO will encourage, to the extent practicable, implementation of green building practices.

3.5.2 HOUSING CONTRACTORS STANDARDS

The GLO will establish standards in the request for qualifications for housing contractors and will encourage subrecipients to do the same. The standards will include, but are not limited to, information on the company's (1) organizational structure and capabilities, (2) ability to perform, (3) recent construction projects completed or underway over the past 5 years, (4) performance and payment bond capacity, (5) financial statements for the past 2 years, (6) evidence of insurance coverage, and (7) business registrations, certifications, and licenses.

To ensure full and open competition, subrecipients are required to follow federal procurement and contract requirements outlined in 2 CFR 200.318 – 200.326. The GLO will monitor subrecipient procurement. The GLO will require a warranty period post-construction for housing; all work performed by the contractor will be guaranteed for a period of 1 year.



3.6 Operation and Maintenance Plans

Each proposed project must identify in the project application the plan for the long-term operation and maintenance of infrastructure and public facility projects funded with CDBG-MIT funds. The proposed project application must describe how it will fund long-term operation and maintenance for CDBG-MIT projects.

3.7 Cost Verification

For infrastructure projects the GLO will rely on licensed engineers responsible for project budget justification, construction code requirements, and CDBG-MIT project funding maximums. The GLO will encourage subrecipients to consider the costs and benefits of the project when selecting CDBG-MIT eligible projects. The GLO may use an independent, qualified third-party architect, construction manager, or other professional (e.g., a cost estimator) to verify the planned project costs and cost changes to the contract (e.g., change orders) during implementation are reasonable. The proposed projects undergo application review which includes a cost verification. Each identified covered projects will be required to conduct a benefit cost analysis (BCA).

For housing activities, the GLO housing guidelines outlines applicable housing maximum spending caps to service as cost control measures.

3.8 Elevation Standards

The GLO will apply the following elevation standards to new construction, repair of substantial damage, or substantial improvement of structures located in an area delineated as a flood hazard area or equivalent in FEMA's data source identified in 24 CFR 55.2(b)(1). All structures, as defined under 44 CFR 59.1, designed principally for residential use and located in the 100-year (or 1 percent annual chance) floodplain that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined under 24 CFR 55.2(b) (10), must be elevated with the lowest floor, including the basement, at least 2 feet above the base flood elevation. Mixed-use structures with no dwelling units and no residents below the base flood elevation must be elevated or floodproofed in accordance with FEMA floodproofing standards under 44 CFR 60.3(c)(3)(ii) or successor standard, at least 2 feet above the base flood elevation.

Applicable state, local, and tribal codes and standards for floodplain management that exceed these requirements, including elevation, setbacks, and cumulative substantial damage requirements, will be followed.

The GLO has established elevation costs caps at \$60,000 for elevation of single family homes in coastal counties, and \$35,000 for non-coastal counties. These elevation costs caps were established considering elevation costs associated with past GLO CDBG-DR housing rehabilitation/reconstruction programs. Elevation costs higher than these established caps will require a waiver request to the GLO. Elevation requirements are taken into consideration when

determining whether to rehabilitate or reconstruct a home. Generally, a home will be reconstructed when home repair costs are greater than \$65,000, an exception to this may include a home that has been determined eligible on the National Register of Historic Places. The GLO may re-evaluate its elevation costs caps during implementation based on average costs associated with elevating single family homes and on a case by case basis as needed.

Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an “activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to persons or damage to property.” For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines.

The GLO has not established elevation cost caps for multifamily rental developments and infrastructure (public facilities, public improvements, and/or nonresidential structures). To evaluate reasonable elevation costs, the GLO will rely on licensed engineers responsible for project budget justification, construction code requirements, and CDBG-MIT project funding maximums. The GLO will encourage subrecipients to consider the costs and benefits of the project when selecting CDBG-MIT eligible projects.

3.9 Appeals Processes

The GLO responds to complaints and appeals in a timely and professional manner to maintain a quality level of operations. The GLO’s appeals processes apply to appeals received from homeowners, contractors, cities, counties, housing authorities, and other entities. The GLO will respond to homeowners by coordinating with the applicable subrecipient and/or housing contractor to resolve issues.

A record of each complaint or appeal that the GLO receives is kept in an information file. When a complaint or appeal is received, the GLO will respond to the complainant or appellant within 15 business days where practicable. For expediency, the GLO will utilize telephone communication as the primary method of contact; email and postmarked letters will be used as necessary to document conversations and transmit documentation.

Information about the complainant’s rights and how to file a complaint shall be printed on all program applications, guidelines, the GLO public website, and subrecipients’ websites in all local



languages, as appropriate and reasonable. Procedures for appealing a GLO decision on a complaint shall be provided to complainants in writing as part of the complaint response.

3.10 Dam and Levee Requirements

As stated in the Federal Register notice, 84 FR 45838 (August 30, 2019), CDBG-MIT funds are prohibited from being used to enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. The GLO will ensure that if subrecipients use CDBG-MIT funds for levees and dams, the subrecipients will (1) register and maintain entries regarding such structures with the U.S. Army Corps of Engineers (USACE) National Levee Database or National Inventory of Dams, (2) ensure that the structure is admitted in the USACE PL 84–99 Program (Levee Rehabilitation and Improvement Program), and (3) ensure the structure is accredited under the FEMA NFIP. The GLO will upload into the DRGR system the exact location of the structure and the area served and protected by the structure and maintain file documentation demonstrating that the grantee has conducted a risk assessment prior to funding the flood control structure and that the investment includes risk reduction measures.

3.11 Program Income

Any program income earned as a result of activities funded under this grant will be subject to alternate requirements of 24 CFR 570.489(e), which defines program income. Program income generated under individual contracts with the subrecipients will be returned to the GLO. At the GLO's discretion, program income could be allowed to remain with a community to continue mitigation efforts.

3.12 Monitoring Standards

The GLO provides program-wide oversight and monitoring activities for all applicable CDBG and related federal requirements in its administration of the CDBG-MIT Program. The GLO will provide technical assistance to recipients from the application stage through the completion of the projects to ensure that funds are appropriately used for the CDBG-MIT activities, as well as meeting one of the national objectives. The state shall coordinate with the Indian tribe with jurisdiction over the tribal area when providing CDBG-MIT assistance to beneficiaries in tribal areas.

The GLO will monitor all contract expenditures for quality assurance and to prevent, detect, and eliminate fraud, waste, and abuse as mandated by Executive Order (EO) RP 36, signed July 12, 2004, by the Governor of Texas. The GLO will particularly emphasize mitigation of fraud, abuse, and mismanagement related to accounting, procurement, and accountability which may also be investigated by the State Auditor's Office (SAO). In addition, the GLO and the grantees are subject to Uniform Guidance Standards of 2 CFR 200, which encompasses the review of compliance with program requirements and the proper expenditure of funds by an independent Certified Public



Accountant (CPA) or by the SAO. Reports from the SAO's office will be sent to the Office of the Governor, the Legislative Committee, and the GLO.

The GLO has an internal audit staff that performs independent internal audits of programs and can perform such audits on these programs and grantees. The GLO also has an independent auditing staff that reports directly to the Commissioner of the GLO and the Chief Clerk. The GLO will utilize a monitoring plan and risk assessment to specifically ensure that the recovery allocation is carried out in accordance with state and federal laws, rules, and regulations, as well as the requirements set forth in the Federal Register notices. The monitoring plan will also include duplication of benefits review to ensure compliance with the Stafford Act. GLO shall attend and require subrecipients to attend fraud-related training provided by HUD OIG to assist in the proper management of CDBG-MIT grant funds. The state shall establish and maintain such records as maybe necessary to facilitate review and audit by HUD of the state's administration of CDBG-MIT funds, under 24 CFR 570.493. For fair housing and equal opportunity (FHEO) purposes, as applicable, GLO records shall include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program.

3.13 Broadband Infrastructure

As required by the Federal Register notice, 84 FR 45838 (August 30, 2019), any new construction or substantial rehabilitation, as defined by 24 CFR 5.100, of a building with more than four rental units will include installation of broadband infrastructure, as defined in 24 CFR 5.100, except where the grantee documents that: (1) the location of the new construction or substantial rehabilitation makes installation of broadband infrastructure infeasible; (2) the cost of installing broadband infrastructure would result in a fundamental alteration in the nature of its program or activity or in an undue financial burden; or (3) the structure of the housing to be substantially rehabilitated makes installation of broadband infrastructure infeasible.

3.14 Section 3 Compliance

For applicable funded programs, the GLO and its subrecipients will ensure compliance with all pertinent Section 3 regulations to the greatest extent possible, including providing training, employment, contracting, and other economic opportunities to low-income and very low-income persons, especially recipients of government assistance for housing and to businesses that provide economic opportunities to low- and very low-income persons. Additional details can be found in Section 3 policy and procedures.

4 STATE ADMINISTERED MITIGATION PROGRAM

4.1 Action Plan

As required by HUD’s Federal Register notice, 84 FR 45838 (August 30, 2019), this Action Plan describes the method of distribution (MOD) of CDBG-MIT funds and the descriptions of specific programs or activities that the GLO will carry out directly. The Mitigation Needs Assessment (the Assessment) for this Action Plan was conducted to inform and direct the development and prioritization of all mitigation activities outlined in this Action Plan. In addition, the GLO conducted an extensive stakeholder outreach effort that involved consulting with affected citizens, local governments, state and regional agencies, and public housing authorities to assess the mitigation needs of individual communities.

This Action Plan outlines the following:

- i. The eligible affected areas and subrecipients;
- ii. Criteria for eligibility;
- iii. The methodology used to distribute funds to those subrecipients;
- iv. Activities for which funding may be used; and
- v. Program requirements, including non-duplication of benefits.

The Action Plan also defines how all funded activities address necessary expenses related to the creation or restoration of resilient infrastructure, the reconstruction of resilient housing, and general efforts to make communities more resilient.

4.2 Connection to Mitigation Needs Assessment

As required by HUD’s Federal Register notice, 84 FR 45838 (August 30, 2019), the GLO will allocate at least 50 percent of the funds to address mitigation needs within HUD-identified “most impacted and distressed” areas:



Table 4-1: CDBG-MIT Most Impacted and Distressed Counties (HUD MID)

| HUD MID Counties | | |
|-------------------|-------------------|--------------------------------|
| 2015 Floods | 2016 Floods | Hurricane Harvey |
| Harris County | Brazoria County | Aransas County |
| Hays County | Fort Bend County | Brazoria County |
| Hidalgo County | Harris County | Chambers County |
| Travis County | Montgomery County | Fayette County |
| | Newton County | Fort Bend County |
| | | Galveston County |
| | | Hardin County |
| | | Harris County |
| | | Jasper County |
| | | Jefferson County |
| | | Liberty County |
| | | Montgomery County |
| | | Newton County |
| | | Nueces County |
| | | Orange County |
| | | Refugio County |
| | | San Jacinto County |
| | | San Patricio County |
| | | Victoria County |
| | | Wharton County |
| HUD MID ZIP Codes | | |
| 2015 Floods | 2016 Floods | Hurricane Harvey |
| | | 75979 (Tyler County) |
| | | 77320 (Walker County) |
| | | 77335/77351 (Polk County) |
| | | 77414/77482 (Matagorda County) |
| | | 77423/77493 (Waller County) |

| HUD MID Counties | | |
|------------------|-------------|-------------------------|
| 2015 Floods | 2016 Floods | Hurricane Harvey |
| | | 77979 (Calhoun County) |
| | | 78934 (Colorado County) |

Up to 50 percent of the allocation may be used to address mitigation needs in those counties that received a 2015 Floods (DR-4223 and DR-4245), 2016 Floods (DR-4266, DR-4269 and DR-4272), or Hurricane Harvey (DR-4332) Presidential disaster declaration but were not classified as HUD MID; these counties are classified as State MID (grantee-identified MID areas).

Additional areas within counties not explicitly classified as HUD MID or State MID may also serve as locations of CDBG-MIT funded activities if it can be demonstrated that the expenditure of CDBG-MIT funds in that area will measurably mitigate risks in either a HUD MID or State MID area (e.g., upstream water retention projects to reduce downstream flooding in an eligible MID area).

This Action Plan considers and addresses critical mitigation needs over a large geography while maintaining as much local control as possible through several programs aimed at creating more resilient communities through improved infrastructure, housing, building and land use policies and practices, and hazard mitigation planning. Through the Assessment, the GLO identified the need for and developed the following programs:

- i. Local and Regional Mitigation:
 - a. State Mitigation Competitions;
 - b. Regional Mitigation Program (COG MODs);
 - c. Hazard Mitigation Grant Program (HMGP): Supplemental; and
 - d. Coastal Resiliency Program.
- ii. Housing:
 - a. Housing Oversubscription Supplemental; and
 - b. Resilient Home Program.
- iii. Planning:
 - a. Hazard Mitigation Plans;
 - b. Resilient Communities Program; and
 - c. Regional and State Planning.



These programs were developed to meet CDBG-MIT, federal, and state requirements and regulations, as well as to fund mitigation activities that protect against loss of life and property as efficiently and expeditiously as possible. Public service activities including housing and legal counseling, public outreach, and education may need to be utilized to complement several of these programs.

While the majority of funds are allocated to various local and regional mitigation activities—which will encompass any non-planning and non-housing projects, assistance to homeowners through the reconstruction of homes will comprise more than thirteen (13) percent of the total allocation. Both the Housing Oversubscription Supplemental Program and the Resilient Home Program will allow the GLO to assist homeowners impacted by Hurricane Harvey to inhabit new homes that are proven to match or exceed HUD’s requirements, creating more resilient communities that recover more quickly from the next disaster event.

As noted above, the GLO recognizes that a comprehensive response to the threats and impacts of natural hazards involves the implementation of well-considered local and regional mitigation activities in the form of infrastructure projects, buyouts of homes in the floodplain, and other interventions that are vital for the protection, resiliency, and viability of communities. Accordingly, sixty-eight (68) percent of the funds will address hazard mitigation needs related to local and regional mitigation activities.

Planning encompasses a wide array of activities that ensure that policies and practices are developed and implemented to reduce impacts from future natural hazards. These activities will be focused on regional approaches to planning in addition to specific local solutions that promote sustainable mitigation planning and policy informed by an evaluation of short- and long-term hazard risk. These activities will involve: (1) the creation of FEMA-approved Local Hazard Mitigation Action Plans; (2) local land use, zoning, and comprehensive plans; (3) regional planning studies; and (4) the adoption of building codes and floodplain ordinances that reduce the risk of future hazard impacts.

The GLO has allocated five (5) percent for administrative costs, including contract administration, compliance monitoring, and the provision of technical assistance to applicants and subrecipients. Based on experience, it is expected that some subrecipients will need direct support implementing their programs; therefore, the GLO is allocating three (3) percent for project delivery. Providing direct support to subrecipients will help ensure that programs are implemented as efficiently and expeditiously as possible. Project delivery costs may include but are not limited to site specific environmental costs, project selection, and application intake/eligibility screening for a specific program.

At least 50 percent of all program funds will benefit LMI persons.



As required, a Mitigation Needs Assessment (the Assessment) was completed to identify long-term risks and investment priorities for CDBG-MIT funding allocated as a result of the 2015 Floods, 2016 Floods, and Hurricane Harvey. The Assessment takes into account a comprehensive set of data sources that cover multiple geographies and sectors. The Assessment includes specific details about hazard risks within the eligible most impacted and distressed communities, and includes details for housing, infrastructure, and land use. The Assessment may be amended as additional information becomes available or existing information is updated.



4.3 Program Budget

Table 4-2: Program Budget

| Programs | HUD Most Impacted and Distressed | State Most Impacted and Distressed | Total Allocation | % of Total Allocation | LMI Amount |
|---|----------------------------------|------------------------------------|-------------------------|-----------------------|-------------------------|
| 2015 Floods State Mitigation Competition | \$ 23,048,475 | \$ 23,048,475 | \$ 46,096,950 | 1.07% | \$ 23,048,475 |
| 2016 Floods State Mitigation Competition | \$ 73,840,380 | \$ 73,840,380 | \$ 147,680,760 | 3.44% | \$ 73,840,380 |
| Hurricane Harvey State Mitigation Competition | \$ 1,072,388,360 | \$ 1,072,388,360 | \$ 2,144,776,720 | 49.91% | \$ 1,072,388,360 |
| Regional Mitigation Program | \$ 400,000,000 | \$ 100,000,000 | \$ 500,000,000 | 11.64% | \$ 250,000,000 |
| <i>AACOG</i> | \$ - | \$ 12,805,000 | \$ 12,805,000 | 2.56% | \$ 6,402,500 |
| <i>BVCOG</i> | \$ - | \$ 10,729,000 | \$ 10,729,000 | 2.15% | \$ 5,364,500 |
| <i>CAPCOG</i> | \$ 10,765,000 | \$ 11,623,000 | \$ 22,388,000 | 4.48% | \$ 11,194,000 |
| <i>CBCOG</i> | \$ 64,057,000 | \$ 12,870,000 | \$ 76,927,000 | 15.39% | \$ 38,463,500 |
| <i>CTCOG</i> | \$ - | \$ 2,900,000 | \$ 2,900,000 | 0.58% | \$ 1,450,000 |
| <i>DETCOG</i> | \$ 54,829,000 | \$ 14,384,000 | \$ 69,213,000 | 13.84% | \$ 34,606,500 |
| <i>GCRPC</i> | \$ 18,273,000 | \$ 16,139,000 | \$ 34,412,000 | 6.88% | \$ 17,206,000 |
| <i>HGAC</i> | \$ 190,860,000 | \$ 18,550,000 | \$ 209,410,000 | 41.88% | \$ 104,705,000 |
| <i>SETRPC</i> | \$ 61,216,000 | \$ - | \$ 61,216,000 | 12.24% | \$ 30,608,000 |
| HMGP: Supplemental | \$ 85,000,000 | \$ 85,000,000 | \$ 170,000,000 | 3.96% | \$ 85,000,000 |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ 100,000,000 | 2.33% | \$ 50,000,000 |
| Housing Oversubscription Supplemental | \$ 320,000,000 | \$ 80,000,000 | \$ 400,000,000 | 9.31% | \$ 280,000,000 |
| Resilient Home Program | \$ 80,000,000 | \$ 20,000,000 | \$ 100,000,000 | 2.33% | \$ 70,000,000 |
| State Project Delivery | \$ 64,457,835 | \$ 64,457,835 | \$ 128,915,670 | 3.00% | \$ 64,457,835 |
| Hazard Mitigation Plans | \$ 15,000,000 | \$ 15,000,000 | \$ 30,000,000 | 0.70% | N/A |
| Resilient Communities Program | \$ 50,000,000 | \$ 50,000,000 | \$ 100,000,000 | 2.33% | N/A |
| Regional and State Planning | \$ 107,429,725 | \$ 107,429,725 | \$ 214,859,450 | 5.00% | N/A |
| State Administration | \$ 107,429,725 | \$ 107,429,725 | \$ 214,859,450 | 5.00% | N/A |
| Total | \$ 2,498,594,500 | \$ 1,798,594,500 | \$ 4,297,189,000 | 100% | \$ 1,968,735,050 |

Table 4-3: Total LMI Budget

| Programs | LMI Amount | Total Allocation |
|---|------------------|------------------|
| 2015 Floods State Mitigation Competition | \$ 23,048,475 | \$ 46,096,950 |
| 2016 Floods State Mitigation Competition | \$ 73,840,380 | \$ 147,680,760 |
| Hurricane Harvey State Mitigation Competition | \$ 1,072,388,360 | \$ 2,144,776,720 |
| Regional Mitigation Program | \$ 250,000,000 | \$ 500,000,000 |
| HMGP: Supplemental | \$ 85,000,000 | \$ 170,000,000 |
| Coastal Resiliency Program | \$ 50,000,000 | \$ 100,000,000 |
| Housing Oversubscription Supplemental | \$ 280,000,000 | \$ 400,000,000 |
| Resilient Home Program | \$ 70,000,000 | \$ 100,000,000 |
| State Project Delivery | \$ 64,457,835 | \$ 128,915,670 |
| Subtotal | \$ 1,968,735,050 | \$ 3,737,470,100 |
| Hazard Mitigation Plans | N/A | \$ 30,000,000 |
| Resilient Communities Program | N/A | \$ 100,000,000 |
| Regional and State Planning | N/A | \$ 214,859,450 |
| State Administration | N/A | \$ 214,859,450 |
| Total | \$ 1,968,735,050 | \$ 4,297,189,000 |
| *50% LMI Requirement = \$1,868,735,050 | | |

4.4 GLO Use of Funds

4.4.1 2015 FLOODS STATE MITIGATION COMPETITION

The GLO will conduct a mitigation competition to address risks in the 2015 Floods HUD MID and State MID areas. Eligible applicants will include units of local government (cities and counties), Indian Tribes, and councils of governments. Entities may coordinate activities and submit a joint project that crosses jurisdictional boundaries. The city of Houston and the city of San Marcos are ineligible to apply for the 2015 Floods State Mitigation Competition. The city of Houston and the city of San Marcos each received a direct HUD CDBG-MIT allocation related to the 2015 flooding events. Each applicant may submit a total of two applications, whether applying as the lone applicant or jointly with another jurisdiction(s). Each application must consist of one project. Depending on demand, no applicant will be awarded for their second application until all successful eligible applicants have been awarded funding at least once. If an applicant is eligible for multiple MIT-program competitions (e.g., 2016 or Hurricane Harvey Competitions), the same project(s) cannot be submitted in each competition. If a project is a phase of a larger project, the phase of the project submitted must be viable as a stand-alone project. Applicants are encouraged to incorporate nature-based solutions, including natural or green infrastructure, into their proposed projects.

The GLO reserves the option to delay award(s) to ensure that at least fifty (50) percent of funds benefit LMI persons and at least fifty (50) percent of funds address identified risks in the 2015 Floods HUD MID areas (counties).

4.4.1.1 *Connection to Identified Risk:*

As outlined in Mitigation Needs Assessment, severe coastal/riverine flooding, storms, and tornadoes are among the top risks to which Texas has the greatest exposure. Each proposed project must mitigate against one of these identified risks.

4.4.1.2 *Allocation Amount:* \$46,096,950

- i. At least fifty (50) percent of funds must address identified risks in the 2015 Floods HUD MID areas (counties); and
- ii. Up to fifty (50) percent of funds may address identified risks in the 2015 Floods State MID counties.

4.4.1.3 *Award Amount:*

- i. Maximum Amount: \$10,000,000
- ii. Minimum Amount: \$3,000,000



- 4.4.1.4 *Eligible Applicants:* Units of local government (cities and counties), Indian Tribes, and councils of governments.
- 4.4.1.5 *Eligible Activities:* All activities allowed under CDBG-MIT; HCDA Section 105(a) (1-5), 105(a) (7-9), and 105(a)(11), including but not limited to:
- i. Flood control and drainage improvements, including the construction or rehabilitation of stormwater management system;
 - ii. Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.);
 - iii. Natural or green infrastructure;
 - iv. Communications infrastructure;
 - v. Public facilities;
 - vi. Buyouts or Acquisition with or without relocation assistance, down payment assistance, housing incentives, and demolition;
 - vii. Activities designed to relocate families outside of floodplains;
 - viii. Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services);
 - ix. FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible project;
 - x. Economic development (assistance to businesses for the installation of disaster mitigation improvements and technologies; financing to support the development of technologies, systems and other measures to mitigate future disaster impacts; “hardening” of commercial areas and facilities; and financing critical infrastructure sectors to allow continued commercial operations during and after disasters);
 - xi. Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an “activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to



persons or damage to property.” For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines; and

- xii. Rehabilitation, reconstruction, and new construction of affordable multi-family housing.

4.4.1.6 *Ineligible Activities*

- i. Emergency response services. Emergency response services shall mean those services that are carried out in the immediate response to a disaster or other emergency in order to limit the loss of life and damage to assets by state and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities.
- ii. Enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. CDBG-MIT funds for levees and dams are required to:
 - a. Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;
 - b. Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);
 - c. Ensure the structure is accredited under the FEMA NFIP; and
 - d. Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
- iii. Assist a privately owned utility for any purpose. A private utility, also referred to as an investor-owned utility, is owned by private investors and is for-profit as opposed to being owned by a public trust or agency (e.g., a coop or municipally owned utility);
- iv. Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers);
- v. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-MIT funds that may be contributed to a USACE project is \$250,000 or less;
- vi. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any



personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement;

- vii. If the property is purchased through the use of eminent domain, the ultimate use of that property may not benefit a particular private party and must be for a public use; eminent domain can be used for public use, but public use shall not be construed to include economic development that primarily benefits private entities; and
- viii. Incentive payments to households that move to disaster-impacted floodplains.

4.4.1.7 *Project Eligibility:*

- i. Meets the definition of mitigation activities;
- ii. Addresses identified current and future risks; mitigation related to severe coastal and riverine flooding, storms, tornadoes;
- iii. Meets the definition of a CDBG-eligible activity under title I of HCDA or otherwise pursuant to a waiver or alternative requirement;
- iv. Meets a CDBG national objective;
- v. Includes a plan for the long-term funding and management of the operations and maintenance of the project; and
- vi. Cost verification controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

4.4.1.8 *Program Guidelines for Residential Buyout or Acquisition Activities (Only):*

Each subrecipient will develop guidelines in accordance with CDBG-MIT requirements and regulations to set maximum assistance amounts, target area locations, Disaster Risk Reduction Area, and additional eligibility requirements. Guidelines must be posted for public comment before use. The GLO must approve all guidelines. Subrecipients are required to develop and follow a RARAP. Subrecipients may adopt program guidelines used for the Local Buyout and Acquisition Program administered under the State of Texas Plan for Disaster Recovery: Hurricane Harvey for \$5.676 billion in CDBG-DR funding. With respect to the buyout of properties, an “intended, planned, or designated project area,” as referenced at 49 CFR24.101(b)(1)(ii), shall be an area for which a clearly defined end use has been determined at the time that the property is acquired, in which all or substantially all of the properties within the area must be acquired within an



established time period as determined by the grantee or acquiring entity for the project to move forward.

To conduct a buyout or an acquisition, the subrecipient must establish criteria in its policies and procedures to designate the area subject to the buyout, pursuant to the following requirements:

In a Disaster Risk Reduction Area:

- i. The hazard must have been caused or exacerbated by the Presidentially declared disaster for which the grantee received its CDBG-MIT allocation;
- ii. The hazard must be a predictable environmental threat to the safety and well-being of program beneficiaries, as evidenced by the best available data (e.g., FEMA RL Data) and science;
- iii. The Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the designated area. The distinction between buyouts and other types of acquisitions is important, because subrecipient may only redevelop an acquired property if the property is not acquired through a buyout program (i.e., the purpose of acquisition was something other than risk reduction). When properties are not acquired through a buyout program, the purchase price must be consistent with applicable uniform cost principles (and the pre-disaster FMV may not be used); and
- iv. In carrying out acquisition activities, subrecipient must ensure they are in compliance with their long-term redevelopment and FEMA Approved Hazard Mitigation plans.

4.4.1.9 Selection Criteria:

Table 4-4: 2015 Floods State Mitigation Competition Scoring Criteria

| Criteria | Maximum Points |
|---------------------------------|--------------------|
| County Composite Disaster Index | 10 Points Possible |
| <i>Top 10%</i> | <i>10 Points</i> |
| <i>Top 25%</i> | <i>8 Points</i> |
| <i>Top 75%</i> | <i>5 Points</i> |
| <i>Bottom 25%</i> | <i>2 Points</i> |
| <i>Bottom 10%</i> | <i>0 Points</i> |
| Social Vulnerability Index | 10 Points Possible |
| <i>High</i> | <i>10 Points</i> |



| Criteria | Maximum Points |
|--|--------------------|
| <i>Medium High</i> | <i>8 Points</i> |
| <i>Medium</i> | <i>5 Points</i> |
| <i>Medium Low</i> | <i>2 Points</i> |
| <i>Low</i> | <i>0 Points</i> |
| Per Capita Market Value | 10 Points Possible |
| <i>Less than \$40,000.00</i> | <i>10 Points</i> |
| <i>\$40,000.01 - \$65,000.00</i> | <i>8 Points</i> |
| <i>\$65,000.01 - \$100,000.00</i> | <i>5 Points</i> |
| <i>\$100,000.01 - \$250,000.00</i> | <i>2 Points</i> |
| <i>\$250,000.01 or greater</i> | <i>0 Points</i> |
| LMI National Objective | 20 Points Possible |
| Project meets LMI national objective | 20 Points |
| Project does not meet LMI national objective | 0 Points |
| Project Identified in Local Adopted Plan | 5 Points Possible |
| Project identified in local adopted plan | 5 Points |
| Project not identified | 0 Points |
| Management Capacity | 15 Points Possible |
| No CDBG contracts with GLO (management capacity assessment) | Up to 15 Points |
| Performance on GLO CDBG contract(s), programs and/or projects | Up to 15 Points |
| Project Impact | 25 Points Possible |
| Total project application amount per total project beneficiaries | 15 Points |
| Percentage of total project beneficiaries out of the total population within a jurisdiction(s) | 10 Points |
| Leverage | 5 Points Possible |
| Non-CDBG Leverage (a minimum value of 1% of the CDBG-MIT funds requested) | 5 Points |
| Tie-breaker: Higher Poverty Rate | |
| *More details on scoring criteria will be available in the application guidelines. | |

| Criteria | Maximum Points |
|---|----------------|
| **Applications that do not score a minimum of 65 points will only be considered after all applications scoring greater than this amount have been funded. | |

4.4.1.10 *National Objectives:* UNM, LMI, low/mod buyout (LMB), and low/mod incentive; at least fifty (50) percent of 2015 Floods State Competition funds must benefit LMI persons.

4.4.1.11 *AFFH Review:*

All proposed projects will undergo AFFH review by the GLO before approval. Such review will include assessments of (1) a proposed project's area demography, (2) socioeconomic characteristics, (3) housing configuration and needs, (4) educational, transportation, and health care opportunities, (5) environmental hazards or concerns, and (6) all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts.

4.4.1.12 *Timeline:* The proposed program start date is 1 month after HUD's approval of this Action Plan. The proposed end date is 4 years from the start date of the program.

4.4.2 2016 FLOODS STATE MITIGATION COMPETITION

The GLO will conduct a mitigation competition to address risks in the 2016 Floods HUD MID and State MID areas. Eligible applicants will include units of local government (cities and counties), Indian Tribes, and councils of governments. Entities may coordinate activities and submit a joint project that crosses jurisdictional boundaries. Each applicant may submit a total of 2 applications, whether applying as the lone applicant or jointly with another jurisdiction(s). Each application must consist of one project. Depending on demand, no applicant will be awarded for their second application until all successful eligible applicants have been awarded funding at least once. If an applicant is eligible for multiple MIT-program competitions (e.g., 2015 or Hurricane Harvey Competitions), the same project(s) cannot be submitted in each competition. If a project is a phase of a larger project, the phase of the project submitted must be viable as a stand-alone project. Applicants are encouraged to incorporate nature-based solutions, including natural or green infrastructure, into their proposed projects.

The GLO reserves the option to delay award(s) to ensure that at least fifty (50) percent of funds benefit LMI persons and at least fifty (50) percent of funds address identified risks in the 2016 Floods HUD MID areas (counties).

4.4.2.1 *Connection to Identified Risk:*

As outlined in Mitigation Needs Assessment, severe coastal/riverine flooding, storms, and tornadoes are among the top risks to which Texas has the greatest exposure. Each proposed project must mitigate against one of these identified risks.

4.4.2.2 *Allocation Amount:* \$147,680,760

- i. At least fifty (50) percent of funds must address identified risks in the 2016 Floods HUD MID areas (counties); and
- ii. Up to fifty (50) percent of funds may address identified risks in the 2016 Floods State MID counties.

4.4.2.3 *Award Amount:*

- i. Maximum Amount: \$10,000,000
- ii. Minimum Amount: \$3,000,000



- 4.4.2.4 *Eligible Applicants:* Units of local government (cities and counties), Indian Tribes and councils of governments
- 4.4.2.5 *Eligible Activities:* All activities allowed under CDBG-MIT; HCDA Section 105(a) (1-5), 105(a) (7-9), and 105(a)(11), including but not limited to:
- i. Flood control and drainage improvements, including the construction or rehabilitation of stormwater management system;
 - ii. Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.);
 - iii. Natural or green infrastructure;
 - iv. Communications infrastructure;
 - v. Public facilities;
 - vi. Buyouts or Acquisition with or without relocation assistance, down payment assistance, housing incentives, and demolition;
 - vii. Activities designed to relocate families outside of floodplains;
 - viii. Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services);
 - ix. FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible project;
 - x. Economic development (assistance to businesses for the installation of disaster mitigation improvements and technologies; financing to support the development of technologies, systems and other measures to mitigate future disaster impacts; “hardening” of commercial areas and facilities; and financing critical infrastructure sectors to allow continued commercial operations during and after disasters);
 - xi. Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an “activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to



persons or damage to property.” For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines; and

- xii. Rehabilitation, reconstruction, and new construction of affordable multi-family housing.

4.4.2.6 *Ineligible Activities*

- i. Emergency response services. Emergency response services shall mean those services that are carried out in the immediate response to a disaster or other emergency in order to limit the loss of life and damage to assets by state and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities;
- ii. Enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. CDBG-MIT funds for levees and dams are required to:
 - a. Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;
 - b. Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);
 - c. Ensure the structure is accredited under the FEMA NFIP; and
 - d. Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
- iii. Assist a privately owned utility for any purpose. A private utility, also referred to as an investor-owned utility, is owned by private investors and is for-profit as opposed to being owned by a public trust or agency (e.g., a coop or municipally owned utility);
- iv. Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers);
- v. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-MIT funds that may be contributed to a USACE project is \$250,000 or less;
- vi. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any



personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement;

- vii. If the property is purchased through the use of eminent domain, the ultimate use of that property may not benefit a particular private party and must be for a public use; eminent domain can be used for public use, but public use shall not be construed to include economic development that primarily benefits private entities; and
- viii. Incentive payments to households that move to disaster-impacted floodplains.

4.4.2.7 *Project Eligibility:*

- i. Meets the definition of mitigation activities;
- ii. Addresses identified current and future risks; mitigation related to severe coastal and riverine flooding, storms, tornadoes
- iii. Meets the definition of a CDBG-eligible activity under title I of HCDA or otherwise pursuant to a waiver or alternative requirement;
- iv. Meets a CDBG national objective;
- v. Includes a plan for the long-term funding and management of the operations and maintenance of the project;
- vi. Cost verification controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

4.4.2.8 *Program Guidelines for Residential Buyout or Acquisition Activities (Only):*

Each subrecipient will develop guidelines in accordance with CDBG-MIT requirements and regulations to set maximum assistance amounts, target area locations, Disaster Risk Reduction Area, and additional eligibility requirements. Guidelines must be posted for public comment before use. The GLO must approve all guidelines. Subrecipients are required to develop and follow a RARAP. With respect to the buyout of properties, an “intended, planned, or designated project area,” as referenced at 49 CFR24.101(b)(1)(ii), shall be an area for which a clearly defined end use has been determined at the time that the property is acquired, in which all or substantially all of the properties within the area must be acquired within an established time period as determined by the grantee or acquiring entity for the project to move forward. Subrecipients may adopt program guidelines used for the Local Buyout and Acquisition Program administered under the State of Texas Plan for Disaster Recovery: Hurricane Harvey for \$5.676 billion in CDBG-DR funding.

With respect to the buyout of properties, an “intended, planned, or designated project area,” as referenced at 49 CFR24.101(b)(1)(ii), shall be an area for which a clearly defined end use has been determined at the time that the property is acquired, in which all or substantially all of the properties within the area must be acquired within an established time period as determined by the grantee or acquiring entity for the project to move forward.

In a Disaster Risk Reduction Area:

- i. The hazard must have been caused or exacerbated by the Presidentially declared disaster for which the grantee received its CDBG-MIT allocation;
- ii. The hazard must be a predictable environmental threat to the safety and well-being of program beneficiaries, as evidenced by the best available data (e.g., FEMA RL Data) and science; and
- iii. The Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the designated area. The distinction between buyouts and other types of acquisitions is important, because subrecipient may only redevelop an acquired property if the property is not acquired through a buyout program (i.e., the purpose of acquisition was something other than risk reduction). When properties are not acquired through a buyout program, the purchase price must be consistent with applicable uniform cost principles (and the pre-disaster FMV may not be used)
- iv. In carrying out acquisition activities, subrecipient must ensure they are in compliance with their long-term redevelopment and FEMA Approved Hazard Mitigation plans.

4.4.2.9 Selection Criteria:

Table 4-5: 2016 Floods State Mitigation Competition Scoring Criteria

| Criteria | Maximum Points |
|---------------------------------|--------------------|
| County Composite Disaster Index | 10 Points Possible |
| <i>Top 10%</i> | <i>10 Points</i> |
| <i>Top 25%</i> | <i>8 Points</i> |
| <i>Top 75%</i> | <i>5 Points</i> |
| <i>Bottom 25%</i> | <i>2 Points</i> |
| <i>Bottom 10%</i> | <i>0 Points</i> |
| Social Vulnerability Index | 10 Points Possible |
| <i>High</i> | <i>10 Points</i> |



| Criteria | Maximum Points |
|--|--------------------|
| <i>Medium High</i> | <i>8 Points</i> |
| <i>Medium</i> | <i>5 Points</i> |
| <i>Medium Low</i> | <i>2 Points</i> |
| <i>Low</i> | <i>0 Points</i> |
| Per Capita Market Value | 10 Points Possible |
| <i>Less than \$40,000.00</i> | <i>10 Points</i> |
| <i>\$40,000.01 - \$65,000.00</i> | <i>8 Points</i> |
| <i>\$65,000.01 - \$100,000.00</i> | <i>5 Points</i> |
| <i>\$100,000.01 - \$250,000.00</i> | <i>2 Points</i> |
| <i>\$250,000.01 or greater</i> | <i>0 Points</i> |
| LMI National Objective | 20 Points Possible |
| Project meets LMI national objective | 20 Points |
| Project does not meet LMI national objective | 0 Points |
| Project Identified in Local Adopted Plan | 5 Points Possible |
| Project identified in local adopted plan | 5 Points |
| Project not identified | 0 Points |
| Management Capacity | 15 Points Possible |
| No CDBG contracts with GLO (management capacity assessment) | Up to 15 Points |
| Performance on GLO CDBG contract(s), programs and/or projects | Up to 15 Points |
| Project Impact | 25 Points Possible |
| Total project application amount per total project beneficiaries | 15 Points |
| Percentage of total project beneficiaries out of the total population within a jurisdiction(s) | 10 Points |
| Leverage | 5 Points Possible |
| Non-CDBG Leverage (a minimum value of 1% of the CDBG-MIT funds requested) | 5 Points |
| Tie-breaker: Higher Poverty Rate | |
| *More details on scoring criteria will be available in the application guidelines. | |

| Criteria | Maximum Points |
|---|----------------|
| **Applications that do not score a minimum of 65 points will only be considered after all applications scoring greater than this amount have been funded. | |

4.4.2.10 *National Objectives:* UNM, LMI, low/mod buyout (LMB), and low/mod incentive; at least fifty (50) percent of 2016 Floods State Competition funds must benefit LMI persons.

4.4.2.11 *AFFH Review:*

All proposed projects will undergo AFFH review by the GLO before approval. Such review will include assessments of (1) a proposed project's area demography, (2) socioeconomic characteristics, (3) housing configuration and needs, (4) educational, transportation, and health care opportunities, (5) environmental hazards or concerns, and (6) all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts.

4.4.2.12 *Timeline:* The proposed program start date is 1 month after HUD's approval of this Action Plan. The proposed end date is 4 years from the start date of the program.

4.4.3 HURRICANE HARVEY STATE MITIGATION COMPETITION

The GLO will conduct a mitigation competition to address risks in the Hurricane Harvey HUD MID and State MID areas. Entities may coordinate activities and submit a joint project that crosses jurisdictional boundaries. Each applicant may submit a total of three individual applications and three joint applications. Each application must consist of one project. Depending on demand, no applicant will be awarded for their subsequent application until all successful eligible applicants have been awarded funding at least once. If an applicant is eligible for multiple MIT-program competitions (e.g., 2015 or 2016 Competitions), the same project(s) cannot be submitted in each competition. If a project is a phase of a larger project, the phase of the project submitted must be viable as a stand-alone project. Applicants are encouraged to incorporate nature-based solutions, including natural or green infrastructure, into their proposed projects.

The competition may be comprised of multiple distinct rounds wherein applicants will submit a proposed project for each round that will be scored against the other submittals from that round.

The GLO reserves the option to delay award(s) to ensure that at least fifty (50) percent of funds benefit LMI persons and at least fifty (50) percent of funds address identified risks in the Hurricane Harvey HUD MID areas (counties and ZIP codes).

4.4.3.1 *Connection to Identified Risk:*

As outlined in the Mitigation Needs Assessment, hurricanes/tropical storms/tropical depressions, and severe coastal/riverine flooding are the top 2 severe risks to which Texas has the greatest exposure. Each proposed project must mitigate against one of these identified risks.

4.4.3.2 *Covered Projects:*

Defined as an infrastructure project having a total project cost of \$100 million or more, with at least \$50 million of CDBG funds, regardless of source (CDBG-DR, CDBG-MIT, or CDBG). When a Covered Project is proposed, the action plan or substantial amendment must include a description of the project and the information required for other CDBG-MIT activities (how it meets the definition of a mitigation activity, consistency with the Mitigation Needs Assessment provided in the grantee's action plan, eligibility under section 105(a) of the HCDA or a waiver or alternative requirement, and national objective, including additional criteria for mitigation activities). Additionally, the action plan must describe how the Covered Project meets additional criteria for national objectives for Covered Projects including: consistency with other mitigation activities in the same MID area; demonstrated long-term efficacy and sustainability of the project including its operations and maintenance; and a demonstration that the benefits of the Covered Project outweigh the costs. There may be a delay in award of any Covered Project to add project details in a subsequent substantial amendment.

4.4.3.3 *Allocation Amount:* \$2,144,776,720

- i. At least fifty (50) percent of funds must address identified risks in the Hurricane Harvey HUD MID areas (counties and ZIP codes);
- ii. Up to fifty (50) percent of funds may address identified risks in the Hurricane Harvey State MID counties; and
- iii. Additional areas within counties not explicitly cited as eligible may also become locations of Hurricane Harvey CDBG-MIT funded activities if it can be demonstrated how the expenditure of CDBG-MIT funds in that area will measurably mitigate risks identified within an eligible area (e.g., upstream water retention projects to reduce downstream flooding in an eligible area). Applicants may come from outside of the Hurricane Harvey HUD MID and State MID areas but must enter into an interlocal agreement or memorandum of understanding with a Hurricane Harvey HUD MID or State MID governmental entity representing an area that the project measurably mitigates.

4.4.3.4 *Award Amount:*

- i. Maximum Project Amount: \$100,000,000
- ii. Minimum Project Amount: \$3,000,000

4.4.3.5 *Eligible Applicants:*

- i. Units of local government (cities and counties);
- ii. Indian tribes;
- iii. Councils of governments;
- iv. State agencies;
- v. Special purpose districts including, but not limited to:
- vi. municipal utility districts;
- vii. water control and improvement districts;
- viii. special utility districts;
- ix. flood and drainage districts; and
- x. navigation districts.
- xi. Port authorities; and
- xii. River authorities.



4.4.3.6 *Eligible Activities: All activities allowed under CDBG-MIT; HCDA Section 105(a) (1-5), 105(a) (7-9), and 105(a)(11), including but not limited to:*

- i. Flood control and drainage improvements, including the construction or rehabilitation of stormwater management system;
- ii. Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.);
- iii. Natural or green infrastructure;
- iv. Communications infrastructure;
- v. Public Facilities;
- vi. Buyouts or Acquisition with or without relocation assistance, down payment assistance, housing incentives, and demolition;
- vii. Housing incentives;
- viii. Activities designed to relocate families outside of floodplains;
- ix. Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services);
- x. FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible project;
- xi. Economic development (assistance to businesses for the installation of disaster mitigation improvements and technologies; financing to support the development of technologies, systems and other measures to mitigate future disaster impacts; “hardening” of commercial areas and facilities; and financing critical infrastructure sectors to allow continued commercial operations during and after disasters);
- xii. Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an “activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to

persons or damage to property.” For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines;

- xiii. Rehabilitation, reconstruction, and new construction of affordable multi-family housing.

4.4.3.7 *Ineligible Activities*

- i. Emergency response services. Emergency response services shall mean those services that are carried out in the immediate response to a disaster or other emergency in order to limit the loss of life and damage to assets by state and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities;
- ii. Enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. CDBG-MIT funds for levees and dams are required to:
 - a. Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;
 - b. Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);
 - c. Ensure the structure is accredited under the FEMA NFIP; and
 - d. Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
- iii. Assist a privately-owned utility for any purpose. A private utility, also referred to as an investor-owned utility, is owned by private investors and is for-profit as opposed to being owned by a public trust or agency (e.g., a coop or municipally owned utility);
- iv. Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers);
- v. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-MIT funds that may be contributed to a USACE project is \$250,000 or less;
- vi. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any

personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement;

- vii. Funding shall not be used to reimburse homeowners, businesses or entities (other than grantees, local governments, and subrecipients described above) for mitigation activities completed prior to the applicability date of the federal register notice;
- viii. If the property is purchased through the use of eminent domain, the ultimate use of that property may not benefit a particular private party and must be for a public use; eminent domain can be used for public use, but public use shall not be construed to include economic development that primarily benefits private entities; and
- ix. Incentive payments to households that move to disaster-impacted floodplains.

4.4.3.8 *Project Eligibility:*

- i. Meets the definition of mitigation activities;
- ii. Addresses identified current and future risks; mitigation related to hurricanes, tropical storms, and depressions, and severe coastal/riverine flooding;
- iii. Meets the definition of a CDBG-eligible activity under title I of HCDA or otherwise pursuant to a waiver or alternative requirement;
- iv. Meets a CDBG national objective;
- v. Includes a plan for the long-term funding and management of the operations and maintenance of the project; and
- vi. Cost verification controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

4.4.3.9 *Program Guidelines for Residential Buyout or Acquisition Activities (Only):*

Each subrecipient will develop guidelines in accordance with CDBG-MIT requirements and regulations to set maximum assistance amounts, target area locations, Disaster Risk Reduction Area, and additional eligibility requirements. Guidelines must be posted for public comment before use. The GLO must approve all guidelines. Subrecipients are required to develop and follow a RARAP. Subrecipients may adopt program guidelines used for the Local Buyout and Acquisition Program administered under the State of Texas Plan for Disaster Recovery: Hurricane Harvey for \$5.676 billion in CDBG-DR funding. With respect to the buyout of properties, an “intended, planned, or designated project area,” as referenced at 49 CFR24.101(b)(1)(ii), shall be an area for

which a clearly defined end use has been determined at the time that the property is acquired, in which all or substantially all of the properties within the area must be acquired within an established time period as determined by the grantee or acquiring entity for the project to move forward.

In a Disaster Risk Reduction Area:

- i. The hazard must have been caused or exacerbated by the Presidentially declared disaster for which the grantee received its CDBG-MIT allocation;
- ii. The hazard must be a predictable environmental threat to the safety and well-being of program beneficiaries, as evidenced by the best available data (e.g., FEMA RL Data) and science;
- iii. The Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the designated area. The distinction between buyouts and other types of acquisitions is important, because subrecipient may only redevelop an acquired property if the property is not acquired through a buyout program (i.e., the purpose of acquisition was something other than risk reduction). When properties are not acquired through a buyout program, the purchase price must be consistent with applicable uniform cost principles (and the pre-disaster FMV may not be used); and
- iv. In carrying out acquisition activities, subrecipient must ensure they are in compliance with their long-term redevelopment and FEMA-approved Hazard Mitigation plans.

4.4.3.10 Selection Criteria:

Table 4-6: Hurricane Harvey State Mitigation Competition Scoring Criteria

| Criteria | Maximum Points |
|---------------------------------|--------------------|
| County Composite Disaster Index | 10 Points Possible |
| <i>Top 10%</i> | <i>10 Points</i> |
| <i>Top 25%</i> | <i>8 Points</i> |
| <i>Top 75%</i> | <i>5 Points</i> |
| <i>Bottom 25%</i> | <i>2 Points</i> |
| <i>Bottom 10%</i> | <i>0 Points</i> |
| Social Vulnerability Index | 10 Points Possible |
| <i>High</i> | <i>10 Points</i> |
| <i>Medium High</i> | <i>8 Points</i> |



| Criteria | Maximum Points |
|--|--------------------|
| <i>Medium</i> | <i>5 Points</i> |
| <i>Medium Low</i> | <i>2 Points</i> |
| <i>Low</i> | <i>0 Points</i> |
| Per Capita Market Value | 10 Points Possible |
| <i>Less than \$40,000.00</i> | <i>10 Points</i> |
| <i>\$40,000.01 - \$65,000.00</i> | <i>8 Points</i> |
| <i>\$65,000.01 - \$100,000.00</i> | <i>5 Points</i> |
| <i>\$100,000.01 - \$250,000.00</i> | <i>2 Points</i> |
| <i>\$250,000.01 or greater</i> | <i>0 Points</i> |
| LMI National Objective | 20 Points Possible |
| Project meets LMI national objective | 20 Points |
| Project does not meet LMI national objective | 0 Points |
| Project Identified in Local Adopted Plan | 5 Points Possible |
| Project identified in local adopted plan | 5 Points |
| Project not identified | 0 Points |
| Management Capacity | 15 Points Possible |
| No CDBG contracts with GLO (management capacity assessment) | Up to 15 Points |
| Performance on GLO CDBG contract(s), programs and/or projects | Up to 15 Points |
| Project Impact | 25 Points Possible |
| Total project application amount per total project beneficiaries | 15 Points |
| Percentage of total project beneficiaries out of the total population within a jurisdiction(s) | 10 Points |
| Leverage | 5 Points Possible |
| Non-CDBG Leverage (a minimum value of 1% of the CDBG-MIT funds requested) | 5 Points |
| Mitigation/Resiliency Measures | 5 Points Possible |
| Measures taken by applicant | 5 Points |
| Tie-Breaker: Higher Poverty Rate | |
| *More details on scoring criteria will be available in the application guidelines. | |

| Criteria | Maximum Points |
|---|----------------|
| **Applications that do not score a minimum of 65 points will only be considered after all applications scoring greater than this amount have been funded. | |

4.4.3.11 *National Objectives:* UNM, LMI, low/mod buyout (LMB), and low/mod incentive; at least fifty (50) percent of Hurricane Harvey State Mitigation Competition funds must benefit LMI persons.

4.4.3.12 *AFFH Review:*

All proposed projects will undergo AFFH review by the GLO before approval. Such review will include assessments of (1) a proposed project's area demography, (2) socioeconomic characteristics, (3) housing configuration and needs, (4) educational, transportation, and health care opportunities, (5) environmental hazards or concerns, and (6) all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts.

4.4.3.13 *Timeline:* The proposed program start date is 1 month after HUD's approval of this Action Plan. The proposed end date is 10 years from the start date of the program.

4.4.4 REGIONAL MITIGATION PROGRAM (COG MODS)

Under the Regional Mitigation program (COG MODs), each COG region impacted by Hurricane Harvey has been allocated funds. Each COG will develop a local MOD for allocation of funds to local units of government and Indian tribes. The GLO encourages the prioritization of regional investments with regional impacts in risk reduction for hurricanes, tropical storms and depressions, flooding, wind and other hazards to develop disaster-resistant infrastructure; upgrading of water, sewer, solid waste, communications, energy, transportation, health and medical, and other public infrastructure to address specific, identified risks; financing multi-use infrastructure; and green or natural mitigation infrastructure development.

Due to the nature of this activity, this program will be administered by the GLO, with local units of governments (cities and counties) as subrecipients.

The MOD developed through the COGs allows for the opportunity for local quantifiable factors for the distribution of funds. Given the size of the impacted area, how disaster impact each region differently, and the risks in each region, local control through a regional approach is vital for a comprehensive mitigation approach.

The GLO will provide training, written guidance, and required forms to the impacted COGs for the development of the local MODs. Each COG will be provided data sets produced by the GLO to inform the MOD. Variances from these data sets will be allowable upon approval from the GLO. Data sets provided by the GLO may contain information at the county, city, and/or ZIP code level. If a COG is unable to develop the MOD, the GLO complete the MOD for the COG region.

Local MOD guidelines will require that each COG follow a citizen participation process. Each COG is required to publish notice of any public hearings prior to holding the hearings. Notices shall be published in all newspapers of record for all eligible counties in the region, posted on the COG website, and provided to all eligible cities, counties, and Indian tribes in the region. Hearings must fully comply with the Texas Open Meetings Act.

The GLO will review and provide preliminary approval to each MOD prior to its posting by the COG for public comment. The MOD shall be posted on the COG's website for public comment prior to formal submission to the GLO. The public comment period shall be no less than 15 days. Each comment shall be responded to and any changes made to the MOD shall be noted in the response section for GLO review. The GLO will set the due date for completion of the MODs.

Upon completion, the GLO will review and approve MOD submissions by each COG. All MODs will be wholly reviewed to ensure that each COG provides a detailed description of the methodology used to allocate and prioritize funds within their regions. If the MOD is not approved, the GLO will provide feedback to the COG, including specific issues.

The GLO used census data, the composite disaster index (CDI), SoVI, and property tax data from the state comptroller's office to distribute funds to the impacted COG regions. The MOD distribution factors establish a balance between the risk faced by communities from natural hazards, the vulnerability of the population in eligible communities, the financial capacity to recover, and the relative population. The methodology for the distribution and calculation is located the Appendix F.

4.4.4.1 *Connection to Identify Risk:*

As outlined in Mitigation Needs Assessment, hurricanes/tropical storms/tropical depressions, and severe coastal/riverine flooding are the top two severe risks Texas experiences. Each proposed project must mitigate against one of these identified risks.

4.4.4.2 *Allocation Amount: \$500,000,000*

- i. At least fifty (50) percent of funds must address identified risks in the Hurricane Harvey HUD MID areas (counties and HUD MID ZIP codes counties);
- ii. Up to fifty (50) percent of funds may address identified risks in the Hurricane Harvey State MID areas (counties); and
- iii. Additional areas within counties not explicitly cited as eligible may also become locations of CDBG-MIT funded activities if it can be demonstrated how the expenditure of CDBG-MIT funds in that area will measurably mitigate risks identified within an eligible area (e.g., upstream water retention projects to reduce downstream flooding in an eligible area).

4.4.4.3 *Maximum Award Amount: The maximum award will be determined by the local MOD.*

4.4.4.4 *Eligible Entities: Units of local government (cities and counties) and Indian Tribes*

4.4.4.5 *Local MOD Requirements:*

- i. Each COG will facilitate the MOD process with GLO support;
- ii. Establish objective criteria for allocation of funds to eligible entities or activities;
- iii. Citizen participation process;
- iv. Develop a citizen participation plan;
- v. GLO will review and provide preliminary approval to MOD prior to COG's public comment period;
- vi. Conduct a minimum of two (2) public hearings prior to finalizing the MOD;
- vii. One (1) public hearing shall be a "Public Planning Meeting;"



- viii. Ensure a public comment period of at least 15 days;
 - ix. Implement a minimum of \$1,000,000 in CDBG-MIT funds to any local entity receiving funding through the MOD. COGs may submit a waiver request with justification to lower minimum to the GLO;
 - x. Ensure a minimum percentage of funds are allocated to Hurricane Harvey HUD MID Counties and ZIP codes;
 - xi. Facilitate local prioritization through the MOD;
 - xii. Connection to regional mitigation needs assessment and risk;
 - xiii. Identify set asides for regional mitigation priorities and regional projects;
 - xiv. Identify Covered Project(s);
 - xv. A plan to meet the 50 percent LMI benefit requirement; and
 - xvi. Establish any additional parameters for eligibility beyond what is required by HUD or the GLO.
- 4.4.4.6 *Eligible Activities: All activities allowed under CDBG-MIT; HCDA Section 105(a) (1-5), 105(a) (7-9), and 105(a)(11), including but not limited to:*
- i. Flood control and drainage improvements, including the construction or rehabilitation of stormwater management system;
 - ii. Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.);
 - iii. Natural or green infrastructure;
 - iv. Communications infrastructure;
 - v. Public facilities;
 - vi. Buyouts or Acquisition with or without relocation assistance, down payment assistance, housing incentives, and demolition;
 - vii. Activities designed to relocate families outside of floodplains;
 - viii. Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services);
 - ix. FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible project;
 - x. Economic development (assistance to businesses for the installation of disaster mitigation improvements and technologies; financing to support the development of technologies, systems and other measures to mitigate future disaster impacts; “hardening” of commercial areas and facilities; and financing critical



infrastructure sectors to allow continued commercial operations during and after disasters); and

- xi. Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an “activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to persons or damage to property.” For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines.

4.4.4.7 *Ineligible Activities:*

- i. Emergency response services. Emergency response services shall mean those services that are carried out in the immediate response to a disaster or other emergency in order to limit the loss of life and damage to assets by state and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities;
- ii. Enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. CDBG-MIT funds for levees and dams are required to:
 - a. Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;
 - b. Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);
 - c. Ensure the structure is accredited under the FEMA NFIP; and
 - d. Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
- iii. Assist a privately-owned utility for any purpose. A private utility, also referred to as an investor-owned utility, is owned by private investors and is for-profit as



- opposed to being owned by a public trust or agency (e.g., a coop or municipally owned utility);
- iv. Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers);
 - v. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-MIT funds that may be contributed to a USACE project is \$250,000 or less;
 - vi. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement;
 - vii. If the property is purchased through the use of eminent domain, the ultimate use of that property may not benefit a particular private party and must be for a public use; eminent domain can be used for public use, but public use shall not be construed to include economic development that primarily benefits private entities; and
 - viii. Incentive payments to households that move to disaster-impacted floodplains.

4.4.4.8 *Program Guidelines for Residential Buyout or Acquisition Activities (Only):*

Each subrecipient will develop guidelines in accordance with CDBG-MIT requirements and regulations to set maximum assistance amounts, target area locations, Disaster Risk Reduction Area, and additional eligibility requirements. Guidelines must be posted for public comment before use. The GLO must approve all guidelines. Subrecipients are required to develop and follow a RARAP. Subrecipients may adopt program guidelines used for the Local Buyout and Acquisition Program administered under the State of Texas Plan for Disaster Recovery: Hurricane Harvey for \$5.676 billion in CDBG-DR funding. With respect to the buyout of properties, an “intended, planned, or designated project area,” as referenced at 49 CFR 24.101(b)(1)(ii), shall be an area for which a clearly defined end use has been determined at the time that the property is acquired, in which all or substantially all of the properties within the area must be acquired within an established time period as determined by the grantee or acquiring entity for the project to move forward.



To conduct a buyout in a Disaster Risk Reduction Area, the subrecipient must establish criteria in its policies and procedures to designate the area subject to the buyout, pursuant to the following requirements:

- i. The hazard must have been caused or exacerbated by the Presidentially declared disaster for which the grantee received its CDBG-MIT allocation;
- ii. The hazard must be a predictable environmental threat to the safety and well-being of program beneficiaries, as evidenced by the best available data (e.g., FEMA RL Data) and science;
- iii. The Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the designated area. The distinction between buyouts and other types of acquisitions is important, because subrecipient may only redevelop an acquired property if the property is not acquired through a buyout program (i.e., the purpose of acquisition was something other than risk reduction); and
- iv. In carrying out acquisition activities, subrecipient must ensure they are in compliance with their long-term redevelopment plans.

4.4.4.9 *Project Eligibility:*

- i. Meets the definition of mitigation activities;
- ii. Addresses the current and future risks identified; Mitigation related to Hurricanes, Tropical Storms and Tropical Depressions, and Severe Coastal and Riverine Flooding;
- iii. Meets the definition of a CDBG-eligible activity under title I of HCDA or otherwise pursuant to a waiver or alternative requirement;
- iv. Meets a CDBG national objective;
- v. Includes a plan for the long-term funding and management of the operations and maintenance of the project; and
- vi. Cost verification controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

4.4.4.10 *National Objectives:* UNM, LMI, low/mod buyout (LMB), and low/mod incentive; at least fifty (50) percent of Regional Mitigation Program funds must benefit LMI persons.

4.4.4.11 *AFFH Review:*

All proposed projects will undergo AFFH review by the GLO before approval. Such review will include assessments of (1) a proposed project's area demography, (2) socioeconomic

characteristics, (3) housing configuration and needs, (4) educational, transportation, and health care opportunities, (5) environmental hazards or concerns, and (6) all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts.

4.4.4.12 *Timeline:*

The proposed program start date is 1 month after HUD's approval of this Action Plan. The proposed end date is 6 years from the start date of the program.



4.4.5 HAZARD MITIGATION GRANT PROGRAM (HMGP): SUPPLEMENTAL

The Hazard Mitigation Grant Program (HMGP) is one of the three FEMA Hazard Mitigation Assistance (HMA) grant programs. HMGP is administered by the Texas Division of Emergency Management (TDEM). The HMGP supports cost-effective post-disaster projects and is the longest running mitigation program among the three FEMA grant programs. FEMA defines hazard mitigation measures as any sustainable action taken to reduce or eliminate long-term risk to people and property from future disasters. The purpose of the HMGP is to help communities implement hazard mitigation measures following a Presidential disaster declaration in areas requested by the governor. The HMGP is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

The state has the primary responsibility for prioritizing, selecting, and administering state and local hazard mitigation projects. *HMGP provides up to 75 percent of the eligible costs associated with hazard mitigation projects selected for funding. Selected subrecipients must contribute at least 25 percent of the total project costs, known as match or non-federal share. Eligibility to participate in the HMGP requires jurisdictions to have a FEMA-approved Local Hazard Mitigation Plan (LHMP). There are a variety of other requirements as well, including current participation in the NFIP for all projects located in a mapped special flood hazard area. Projects to protect either public or private property are eligible for HMGP funding and can include the following:

- i. Acquisition/demolition/elevation of flood-prone structures;
- ii. Community and individual safe room programs;
- iii. Retrofitting facilities (flood proofing, high wind, seismic, etc.);
- iv. Small-scale structural hazard control/protection projects;
- v. Emergency generators; and
- vi. Post-disaster code enforcement.

Limited funding is also available for the following:

- i. Initiative projects such as public awareness, enhanced hazard information systems, enhanced warning capabilities, etc.; and
- ii. Development of state and local HMPs, including studies to enhance a community's understanding of risk (examples: dam inundation studies, flood studies).

Following Hurricane Harvey (DR-4332), the state of Texas received over \$800 million for HMGP funds. As part of the program, a Notice of Intent (NOI) was initiated by TDEM to conduct a pre-screening on projects that may be considered. Following the NOI process, TDEM identified potential applicants and asked that HMGP applications be submitted. TDEM then reviewed the HMGP project applications and the state selected projects to fund.

This HMGP Supplemental Program will provide CDBG-MIT funding for HMGP projects that were unable to receive funding through the HMGP program. Each of these projects will meet the HUD definition for mitigation as well as the additional requirements of a CDBG-MIT project. Housing activities will meet and follow CDBG-MIT requirements. This program will prioritize projects that meet the low and-moderate income national objective and projects that are in the Hurricane Harvey HUD MID areas. The 25 percent non-federal cost share is not required for the HMGP Supplemental.

Due to the nature of these activities and the complexities of CDBG-MIT rules and regulations, this program will be administered by the GLO with applicants as subrecipients.

Under this HMGP Supplemental Program, the GLO will work closely with TDEM in the selection of projects based on the criteria outlined below. Once project selections have been made, the GLO will post the list of selected projects on the recovery.texas.gov website.

Projects selected for funding will need to submit supplemental application materials to verify CDBG-MIT eligibility.

4.4.5.1 *Connection to Identified Risk:*

As outlined in Mitigation Needs Assessment, hurricanes/tropical storms/tropical depressions, and severe coastal/riverine flooding are the top two severe risks Texas experiences. The Hurricane Harvey HMGP funding in 2017 required communities to address risks identified in their Local Hazard Mitigation Action Plans.

4.4.5.2 *Covered Projects:*

Defined as an infrastructure project having a total project cost of \$100 million or more, with at least \$50 million of CDBG funds, regardless of source (CDBG-DR, CDBG-MIT, or CDBG). The action plan or substantial amendment must include a description of the project and the information required for other CDBG-MIT activities (how it meets the definition of a mitigation activity, consistency with the Mitigation Needs Assessment provided in the grantee's action plan, eligibility under section 105(a) of the HCDA or a waiver or alternative requirement, and national objective, including additional criteria for mitigation activities). Additionally, the action plan must describe how the Covered Project meets additional criteria for national objectives for Covered Projects (described in V.A.13. below) including: consistency with other mitigation activities in the same MID area; demonstrated long-term efficacy and sustainability of the project including its operations and maintenance; and a demonstration that the benefits of the Covered Project outweigh the costs.



4.4.5.3 *Allocation Amount:* \$170,000,000

- i. At least fifty (50) percent of funds must address mitigation efforts in the Hurricane Harvey HUD MID areas (counties and ZIP codes); and
- ii. Up to fifty (50) percent of funds may address mitigation efforts in the Hurricane Harvey State MID counties and counties minus the HUD MID ZIP codes.

4.4.5.4 *Maximum Award Amount:* \$170,000,000

4.4.5.5 *Eligible Entities:* FEMA HMGP eligible applicants.

4.4.5.6 *Eligible Activities:* All activities allowed under CDBG-MIT; HCDA Section 105(a) (1-5), 105(a) (7-9), and 105(a)(11), 105(a) (24-25), including but not limited to:

- i. Buyouts;
- ii. Relocation Assistance with buyout activities;
- iii. Demolition with buyout activities;
- iv. Housing incentives;
- v. Activities designed to relocate families outside of floodplains;
- vi. Flood control and drainage improvements, including the construction or rehabilitation of stormwater management system;
- vii. Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.);
- viii. Natural or green infrastructure;
- ix. Communications infrastructure;
- x. Public facilities; and
- xi. Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an “activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to



persons or damage to property.” For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines.

4.4.5.7 *Ineligible Activities:*

- i. Properties that served as second homes at the time of the disaster, or following the disaster, are not eligible for rehabilitation assistance or incentives;
- ii. Rehabilitation/reconstruction of homes located in the floodway;
- iii. Rehabilitation/reconstruction of a house in which:
 - a. The combined household income is greater than 120 percent AMI or the national median;
 - b. The property was located in a floodplain at the time of the disaster; and
 - c. The property owner did not maintain flood insurance on the damaged property, even when the property owner was not required to obtain and maintain such insurance.
- iv. Incentive payments to households that move to disaster-impacted floodplains;
- v. Enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. CDBG-MIT funds for levees and dams are required to:
 - a. Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;
 - b. Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);
 - c. Ensure the structure is accredited under the FEMA NFIP; and
 - d. Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
- vi. Projects already funded by FEMA HMGP;
- vii. Assist a privately-owned utility for any purpose. A private utility, also referred to as an investor-owned utility, is owned by private investors and is for-profit as opposed to being owned by a public trust or agency (e.g., a coop or municipally owned utility);
- viii. Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers);



- ix. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-DR funds that may be contributed to a USACE project is \$250,000 or less;
- x. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement; and
- xi. If the property is purchased through the use of eminent domain, the ultimate use of that property may not benefit a particular private party and must be for a public use; eminent domain can be used for public use, but public use shall not be construed to include economic development that primarily benefits private entities.

4.4.5.8 *Program Requirements:*

- i. Project has been submitted to TDEM for HMGP funding related to Hurricane Harvey;
- ii. Be in a 2017 Hurricane Harvey CDBG-DR eligible county;
- iii. Meets the definition of mitigation activities;
- iv. Address the current and future risks identified in the Mitigation Needs Assessment;
- v. Be CDBG-eligible activities under Title I of HCDA or otherwise pursuant to a waiver or alternative requirement;
- vi. Meet a national objective;
- vii. Plan for the long-term operation and maintenance; and
- viii. Cost verification controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

4.4.5.9 *Program Guidelines for Residential Buyout (Only):*

Each subrecipient will develop guidelines in accordance with CDBG-MIT requirements and regulations to set maximum assistance amounts, target area locations, Disaster Risk Reduction Area, and additional eligibility requirements. Guidelines must be posted for public comment

before use. The GLO must approve all guidelines. Subrecipients are required to develop and follow a RARAP. Subrecipients may adopt program guidelines used for the Local Buyout and Acquisition Program administered under the State of Texas Plan for Disaster Recovery: Hurricane Harvey for \$5.676 billion in CDBG-DR funding. With respect to the buyout of properties, an “intended, planned, or designated project area,” as referenced at 49 CFR24.101(b)(1)(ii), shall be an area for which a clearly defined end use has been determined at the time that the property is acquired, in which all or substantially all of the properties within the area must be acquired within an established time period as determined by the grantee or acquiring entity for the project to move forward.

To conduct a buyout in a Disaster Risk Reduction Area, the subrecipient must establish criteria in its policies and procedures to designate the area subject to the buyout, pursuant to the following requirements:

- i. The hazard must have been caused or exacerbated by the Presidentially declared disaster for which the grantee received its CDBG-MIT allocation;
- ii. The hazard must be a predictable environmental threat to the safety and well-being of program beneficiaries, as evidenced by the best available data (e.g., FEMA RL Data) and science;
- iii. The Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the designated area. The distinction between buyouts and other types of acquisitions is important, because subrecipients may only redevelop an acquired property if the property is not acquired through a buyout program (i.e., the purpose of acquisition was something other than risk reduction); and
- iv. In carrying out acquisition activities, subrecipients must ensure they are in compliance with their long-term redevelopment plans.

4.4.5.10 *Selection Criteria:*

- i. Projects must meet the definition of mitigation activities;
- ii. Priority will be given to projects that meet the low and moderate income national objective;
- iii. Projects that have a Benefit Costs Analysis (BCA) of over one (1), with projects that have higher BCAs being ranked higher; and
- iv. Priority will be given to applicants that did not receive HMGP funding.



4.4.5.11 *National Objectives:* LMI, UNM, low/mod buyout (LMB), and low/mod incentive; at least fifty (50) percent of HMGP Supplemental funds must benefit LMI persons.

4.4.5.12 *AFFH Review:*

All proposed projects will undergo AFFH review by the GLO before approval. Such review will include assessments of (1) a proposed project's area demography, (2) socioeconomic characteristics, (3) housing configuration and needs, (4) educational, transportation, and health care opportunities, (5) environmental hazards or concerns, and (6) all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts.

4.4.5.13 *Timeline:*

The proposed program start date is 3 months after HUD's approval of this Action Plan. The proposed end date is 4 years from the start date of the program.

4.4.6 COASTAL RESILIENCY PROGRAM

The GLO Coastal Resources division conducts ongoing coastal planning efforts through the Texas Coastal Resiliency Master Plan (Resiliency Plan) as described in Mitigation Needs Assessment. The Tier 1 projects recommended in the Resiliency Plan advance multifaceted, long-term resiliency to identified coastal hazard risks through a combination of green infrastructure, gray infrastructure, and nonstructural measures. The prioritized projects in the Resiliency Plan were evaluated by regional Technical Advisory Committees comprised of coastal science researchers; state and federal natural resource agency personnel; members of public, private, and non-governmental organizations; local government representatives; and engineering and planning experts. The Resiliency Plan leverages project recommendations from other various federal, state, and local planning studies and informs federal and state funding approaches to enact long-term coastal resiliency.

4.4.6.1 *Connection to Identified Risk:*

As outlined in Mitigation Needs Assessment, hurricanes/tropical storms/tropical depressions, and severe coastal/riverine flooding are the top two severe weather-related hazard risks Texas experiences, with coastal erosion as an additionally identified natural-hazard risk. The Coastal Resiliency Program will specifically address mitigation measures to these risks along coastal areas of Texas. Once project selections have been made, the GLO will post the list of selected projects on the recovery.texas.gov website.

Example project types eligible to be implemented through this Coastal Resiliency Program include wetland protection and/or shoreline stabilization; beach nourishment and dune restoration; regional infrastructure improvements; land acquisitions; and oyster reef enhancements—all of which further mitigation.

4.4.6.2 *Allocation Amount:* \$100,000,000

- i. At least fifty (50) percent of funds must address identified risks in the Hurricane Harvey HUD MID areas (counties and ZIP codes); and
- ii. Up to fifty (50) percent of funds may address identified risks in the Hurricane Harvey State MID counties and counties minus its HUD MID ZIP codes.

4.4.6.3 *Maximum Award Amount:* \$60,000,000

4.4.6.4 *Eligible Entities:*

- i. Units of local government (cities, towns, and counties);
- ii. State agencies;
- iii. Non-governmental organizations;

- iv. Navigation districts; and
- v. Port authorities.

4.4.6.5 *Eligible Activities: All activities allowed under CDBG-MIT; HCDA Section 105(a) (1-5), 105(a) (7-9), and 105(a)(11), including but not limited to:*

- i. Flood control and drainage improvements, including the construction or rehabilitation of stormwater management system;
- ii. Infrastructure improvements (such as water and sewer facilities, streets, shoreline armoring, etc.);
- iii. Natural or green infrastructure;
- iv. Land acquisitions and buyouts; and
- v. Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an “activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to persons or damage to property.” For example, Critical Actions include hospitals, nursing homes, police stations, fire stations and principal utility lines.

4.4.6.6 *Ineligible Activities:*

- i. Emergency response services. Emergency response services shall mean those services that are carried out in the immediate response to a disaster or other emergency in order to limit the loss of life and damage to assets by state and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities.
- ii. Enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. CDBG-MIT funds for levees and dams are required to:
 - a. Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;

- b. Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);
 - c. Ensure the structure is accredited under the FEMA NFIP; and
 - d. Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
- iii. Assist a privately-owned utility for any purpose. A private utility, also referred to as an investor-owned utility, is owned by private investors and is for-profit as opposed to being owned by a public trust or agency (e.g., a coop or municipally owned utility).
- iv. Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers) are ineligible for funding.
- v. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-MIT funds that may be contributed to a USACE project is \$250,000 or less.
- vi. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement.
- vii. If the property is purchased through the use of eminent domain, the ultimate use of that property may not benefit a particular private party and must be for a public use; eminent domain can be used for public use, but public use shall not be construed to include economic development that primarily benefits private entities.

4.4.6.7 *Project Eligibility:*

- i. Be a Tier 1 project identified in the 2019 Texas Coastal Resiliency Master Plan;
- ii. Meet the definition of mitigation activities;
- iii. Address identified current and future risks;

- iv. CDBG-eligible activities under title I of HCDA or otherwise pursuant to a waiver or alternative requirement;
- v. Meet a national objective;
- vi. Includes a plan for the long-term funding and management of the operations and maintenance of the project; and
- vii. Cost verification controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

4.4.6.8 *Selection Criteria:*

- i. Meet the eligibility criteria;
- ii. Prioritize projects that meet the LMI national objective;
- iii. Prioritize projects in HUD MID counties and ZIP codes; and
- iv. Prioritize projects that address the protection of FEMA lifelines.

4.4.6.9 *National Objectives:* LMI and UNM; at least fifty (50) percent of Coastal Resiliency Program funds must benefit LMI persons.

4.4.6.10 *AFFH Review:*

All proposed projects will undergo AFFH review by the GLO before approval. Such review will include assessments of (1) a proposed project's area demography, (2) socioeconomic characteristics, (3) housing configuration and needs, (4) educational, transportation, and health care opportunities, (5) environmental hazards or concerns, and (6) all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts.

4.4.6.11 *Timeline:*

The proposed program start date is immediately after HUD's approval of this Action Plan. The proposed end date is 5 years from the start date of the program.

4.4.7 HOUSING OVERSUBSCRIPTION SUPPLEMENTAL

The Hurricane Harvey Homeowner Assistance Program (HAP) is a state-run housing program administered under the State of Texas Plan for Disaster Recovery: Hurricane Harvey for \$5.676 billion in CDBG-DR funding. For additional details of this housing recovery program, please refer to the state action plan on the GLO's recovery website. Homeowners located within the city of Houston and Harris County are being served under the city of Houston and Harris County Hurricane Harvey housing programs. These programs include mitigation measures such as home elevation.

At present, the HAP program is oversubscribed, with the number of HAP applications for assistance exceeding the available program funds needed to move forward with reconstruction of damaged homes. Consequently, HAP applicants eligible for assistance are being waitlisted until further funding becomes available. To remedy HAP fund deficiencies so that waitlisted homeowners may continue in the state's recovery process, additional CDBG-MIT funding is being allocated. The HAP program was first come first serve in the order of the application submission date.

4.4.7.1 *Connection to Identified Risk:*

As outlined in Mitigation Needs Assessment, hurricanes/tropical storms/tropical depressions, and severe coastal/riverine flooding are the top two severe risks to which Texas has the greatest exposure.

HAP is a housing recovery action with consequential mitigation benefit: more resilient residents and homes make for a more resilient community against the inevitable next hurricane or flooding event. As recently demonstrated in Tropical Storm Imelda, homes built and elevated under the GLO HAP program were able to withstand floodwaters that inundated communities. It is imperative that qualifying homeowners for HAP receive recovery assistance so that residential resilience is aggregated with other mitigation actions that local, county, and regional stakeholders undertake with CDBG-MIT funds, together with other funds, to form a comprehensive mitigation effort.

These CDBG-MIT funds will assist homeowners requiring elevation or storm hardening. For homes located inside the floodplain, the GLO elevates the lowest floor, including the basement, at least 2 feet above the base flood elevation or the high-water mark, whichever is higher. For homes located outside the designated floodplain, the GLO elevates homes at least 2 feet above the high-water mark. Additionally, the GLO will assist homes located in windstorm areas by ensuring the properties meet windstorm building code requirements.



Additional resilience and mitigation measures for Harvey damaged homes include International Residential Code 2012 (with windstorm provisions), green building standards and Resilient Home Construction Standards.

4.4.7.2 *Allocation Amount:* \$400,000,000

- i. Based on demand, priority will be given to Hurricane Harvey HUD MID areas with a goal of at least eighty (80) percent of funds going towards those areas.
- ii. Up to twenty (20) percent of funds may address unmet need and identified risks in the Hurricane Harvey impacted counties minus their “most impacted” ZIP codes.

4.4.7.3 *Maximum assistance:*

- i. Reconstruction with or without elevation: Local composite builder bid amount based on procured builders and the builder’s house plans based on household size.
- ii. Elevation costs caps at \$60,000 for elevation of single family homes in coastal counties, and \$35,000 for non-coastal counties. The GLO may re-evaluate its elevation costs caps during the implementation based on average costs associated with elevating single family homes and on a case-by-case basis as needed. The GLO may re-evaluate its elevation costs caps during the implementation based on average costs associated with elevating single family homes and on a case-by-case basis as needed.
- iii. Storm hardening and hazard mitigation related construction activities: Local composite builder bid amount based on procured builders and builder’s house plans based on household size and other construction related expenses determined to be cost reasonable.

4.4.7.4 *Eligible Activities: Housing activities allowed under CDBG-MIT; HCDA Section 105(a)(1), 105(a) (3-4), 105(a)(8) 105(a)(11), 105(a)(18), and 105(a)(25), include but are not limited to:*

- i. Single family owner-occupied reconstruction;
- ii. Hazard mitigation;
- iii. Elevation;
- iv. Relocation Assistance;
- v. Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services); and
- vi. Other activities associated with the recovery of single family housing stock impacted.



4.4.7.5 *Ineligible Activities:*

- i. Forced mortgage payoff;
- ii. Incentive payments to households that move to disaster-impacted floodplains;
- iii. Properties that served as second homes at the time of the disaster, or following the disaster, are not eligible for rehabilitation assistance or housing incentives;
- iv. Rehabilitation/reconstruction of homes located in the floodway;
- v. Rehabilitation/reconstruction of a house in which the three below criteria are met:
 - a. The combined household income is greater than 120 percent AMI or the national median;
 - b. The property was located in a floodplain at the time of the disaster; and
 - c. The property owner did not maintain flood insurance on the damaged property, even when the property owner was not required to obtain and maintain such insurance.
- vi. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) states that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. The program may not provide disaster assistance for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement.
- vii. Homeowners located within the city limits of Houston and/or within Harris County are ineligible to participate in the state HAP. The city of Houston and Harris County are implementing their own programs.

4.4.7.6 *Eligibility Criteria for Assistance:*

- i. Home must have been owner-occupied at the time of the storm and still owned by the owner at the time of the storm;
- ii. Home must have served as primary residence;
- iii. Home must be located in a Hurricane Harvey CDBG-DR eligible county;
- iv. Home must have sustained damage from Hurricane Harvey;
- v. Duplication of benefits review;



- vi. Construction costs must be reasonable and consistent with market costs at the time and place of construction;
- vii. All household members over the age of 18 must be current on payments for child support;
- viii. Applicant must furnish evidence that property taxes are current, have an approved payment plan, or qualify for an exemption under current laws;
- ix. Home must be environmentally cleared;
- x. Property owners receiving disaster assistance that triggers the flood insurance purchase requirement have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance in writing and to maintain such written notification in the documents evidencing the transfer of the property, and the transferring owner may be liable if he or she fails to do so;
- xi. Subrogation Agreement: Assisted homeowners must agree to a limited subrogation of any future awards related to Hurricane Harvey to ensure duplication of benefits compliance. This is an agreement to repay any duplicative assistance if other disaster assistance for the same purpose later is received;
- xii. Unsecured Forgivable Promissory Note;
- xiii. Assisted homeowners are required to maintain principal residency in the assisted property for 3 years. Cash-out refinancing, home equity loans or any loans utilizing the assisted residence as collateral are not allowed for 3 years. A violation of this policy will activate the repayment terms of the Note;
- xiv. Taxes are to be paid and in good standing for the properties assisted. Homeowners may be on a payment plan, but it needs to be submitted to the subrecipient or state as applicable; and
- xv. Insurance must be maintained at the assisted property. Hazard, flood (if applicable), and windstorm (if applicable) will be monitored for the 3-year note period.

4.4.7.7 *National Objectives:* LMI and UNM. At least 70 percent of Housing Oversubscription Supplemental program funds must be spent on LMI eligible projects.

4.4.7.8 *Housing Guidelines:*

The GLO will follow the housing guidelines that provide operational details on the eligibility requirements, housing assistance caps, construction standards, accessibility requirements, visitability standards, reporting requirements, and other program requirements. The housing guidelines were posted for public comment before adoption.



4.4.7.9 *Needs Assessment:*

The GLO conducted a local needs assessment. The local needs assessment and analysis of HUD/FEMA demographic IA data recommended the proportions of funding that should be set aside to benefit each LMI and non-LMI economic group. The GLO in partnership with the University of Texas at Austin conducted a housing needs survey over the entire disaster impacted counties. The survey assessed remaining unmet housing needs resulting from Hurricane Harvey. The needs assessment determined the activities to be offered, the demographics to receive concentrated attention, identify disabled, “special needs,” and vulnerable populations, and target areas to be served. The needs assessment also included an assessment of the types of public services activities that may be needed to complement the program, such as housing counseling, legal counseling, job training, mental health, and general health services. The needs assessment set goals within the income brackets similar to the housing damage sustained within the impacted areas. Deviations from goals will be evaluated by the GLO before the Program may move forward.

4.4.7.10 *Risk Assessment:*

HAP is a housing recovery action with consequential mitigation benefit: more resilient residents and homes make for a more resilient community against the inevitable next hurricane or flooding event. It is imperative that qualifying homeowners for HAP receive recovery assistance so that residential resilience is aggregated with other mitigation actions that local, county, and regional stakeholders, undertake with CDBG-MIT funds and other funds to form a comprehensive mitigation effort.

4.4.7.11 *Affirmative Marketing Outreach Plan:*

The GLO is committed to AFFH through established affirmative marketing policies. The GLO will continue to coordinate with HUD-certified housing counseling organizations in this effort. Affirmative marketing efforts are guided by an affirmative marketing plan, based on HUD regulations. The ongoing goal is to ensure that outreach and communication efforts reach eligible homeowners from all racial, ethnic, national origin, religious, familial status, the disabled, “special needs,” gender groups, and vulnerable populations.

4.4.7.12 *AFFH Review:*

The program underwent AFFH review. Such review included assessments of (1) a proposed project’s area demography, (2) socioeconomic characteristics, (3) housing configuration and needs, (4) educational, transportation, and health care opportunities, (5) environmental hazards or concerns, and (6) all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts.

4.4.7.13 *Timeline:*

The proposed program is a continuation of a current GLO program; accordingly, the start date is immediately after HUD's approval of this Action Plan. The proposed end date is 3 years from the start date of the program.

4.4.8 RESILIENT HOME PROGRAM

The Resilient Housing Program (RHP) will replace owner-occupied single family homes damaged by Hurricane Harvey with a reconstructed home that meets additional resiliency and mitigation standards required of the RHP. In addition to providing housing for those whose homes were seriously damaged during Hurricane Harvey, this program will serve as a showcase for more resilient residential construction practices and provide the opportunity to disseminate these practices through the residential construction industry on a scale larger than previously attempted.

The RHP will be run through the GLO as a sub-category of its HAP program. Eligible participants will be drawn from the GLO's existing waiting list of eligible HAP applicants. The GLO may directly administer this program in these areas or use the support of outside parties to serve homeowner assistance needs.

Currently, the number of HAP applications for assistance exceeds the available program funds needed to move forward with reconstruction of damaged homes. Consequently, HAP applicants eligible for assistance are waitlisted until further funding becomes available. To remedy HAP fund deficiencies so that waitlisted homeowners may continue in the state's recovery process, additional CDBG-MIT funding is being allocated through both the HAP Supplemental Program and the RHP. The HAP program was first come first serve in the order of the application submission date.

Homeowners located within the city of Houston and Harris County are being served under the city of Houston and Harris County Hurricane Harvey housing programs. These programs include mitigation measures such as home elevation.

4.4.8.1 *Connection to Identified Risk:*

As outlined in Mitigation Needs Assessment, hurricanes/tropical storms/tropical depressions, and severe coastal/riverine flooding are the top two severe risks to which Texas has the greatest exposure.

The RHP will serve a two-fold function: (1) providing high quality, durable, sustainable, and mold-resistant housing to those impacted by Hurricane Harvey; and (2) demonstrating the cost effectiveness of enhanced resiliency features in residential construction on a large scale to protect against the inevitable next storm or flooding event. By building homes to a higher standard than conventional construction practices on the scale proposed by this program, the RHP will bring those more resilient building practices into the mainstream where they can scale-up and become cost-competitive with conventional building practices.

4.4.8.2 *Allocation Amount:* \$100,000,000

- i. Based on demand, priority will be given to Hurricane Harvey HUD MID areas with a goal of at least eighty (80) percent of funds going towards those areas.



- ii. Up to twenty (20) percent of funds may address unmet need and identified risks in the Hurricane Harvey impacted counties minus their “most-impacted” ZIP codes.

4.4.8.3 *RHP Home Construction Requirements:*

Requirements will be based on GLO resiliency standards, to be promulgated through a competitive procurement process to identify qualified home builders.

4.4.8.4 *Maximum assistance:*

- i. Reconstruction with or without elevation: Local composite builder bid amount based on procured builders and the builder’s house plans based on household size.
- ii. Elevation costs caps at \$60,000 for elevation of single family homes in coastal counties, and \$35,000 for non-coastal counties. The GLO may re-evaluate its elevation costs caps during the implementation based on average costs associated with elevating single family homes and on a case-by-case basis as needed.
- iii. Storm hardening and hazard mitigation related construction activities: Local composite builder bid amount based on procured builders and builder’s house plans based on household size and other construction related expenses determined to be cost reasonable.

4.4.8.5 *Eligible Activities: Housing activities allowed under CDBG-MIT; HCDA Section 105(a)(1), 105(a) (3-4), 105(a)(8) 105(a)(11), 105(a)(18), and 105(a)(25), include but are not limited to:*

- i. Single family owner-occupied reconstruction;
- ii. Hazard mitigation;
- iii. Elevation;
- iv. Relocation Assistance;
- v. Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services); and
- vi. Other activities associated with the recovery of single family housing stock impacted.

4.4.8.6 *Ineligible Activities:*

- i. Forced mortgage payoff;
- ii. Incentive payments to households that move to disaster-impacted floodplains;
- iii. Properties that served as second homes at the time of the disaster, or following the disaster, are not eligible for rehabilitation assistance or housing incentives;

- iv. Rehabilitation/reconstruction of homes located in the floodway;
 - a. Rehabilitation/reconstruction of a house in which the three below criteria are met:
 - b. The combined household income is greater than 120 percent AMI or the national median;
 - c. The property was located in a floodplain at the time of the disaster; and
- v. The property owner did not maintain flood insurance on the damaged property, even when the property owner was not required to obtain and maintain such insurance.
- vi. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) states that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. The program may not provide disaster assistance for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement;
- vii. Emergency response services. Emergency response services shall mean those services that are carried out in the immediate response to a disaster or other emergency in order to limit the loss of life and damage to assets by state and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities; and
- viii. Homeowners located within the city limits of Houston and/or within Harris County are ineligible.

4.4.8.7 *Eligibility Criteria for Assistance:*

- i. Home must have been owner-occupied at the time of the storm and still owned by the owner at the time of the storm;
- ii. Home must have served as primary residence;
- iii. Home must be located in a Hurricane Harvey CDBG-DR eligible county;
- iv. Home must have sustained damage from Hurricane Harvey;
- v. Duplication of benefits review;

- vi. Construction costs must be reasonable and consistent with market costs at the time and place of construction;
- vii. All household members over the age of 18 must be current on payments for child support;
- viii. Applicant must furnish evidence that property taxes are current, have an approved payment plan, or qualify for an exemption under current laws;
- ix. Home must be environmentally cleared;
- x. Property owners receiving disaster assistance that triggers the flood insurance purchase requirement have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance in writing and to maintain such written notification in the documents evidencing the transfer of the property, and the transferring owner may be liable if he or she fails to do so;
- xi. Subrogation Agreement: Assisted homeowners must agree to a limited subrogation of any future awards related to Hurricane Harvey to ensure duplication of benefits compliance. This is an agreement to repay any duplicative assistance if other disaster assistance for the same purpose later is received;
- xii. Unsecured Forgivable Promissory Note;
- xiii. Assisted homeowners are required to maintain principal residency in the assisted property for 3 years. Cash-out refinancing, home equity loans or any loans utilizing the assisted residence as collateral are not allowed for 3 years. A violation of this policy will activate the repayment terms of the Note;
- xiv. Taxes are to be paid and in good standing for the properties assisted. Homeowners may be on a payment plan, but it needs to be submitted to the subrecipient or state as applicable; and
- xv. Insurance must be maintained at the assisted property. Hazard, flood (if applicable), and windstorm (if applicable) will be monitored for the 3-year note period.

4.4.8.8 *National Objectives:* LMI and urgent need. At least 70 percent of these Resilient Home Program funds must be spent on LMI-eligible projects.

4.4.8.9 *Housing Guidelines:*

The GLO will follow the housing guidelines that provide operational details on the eligibility requirements, housing assistance caps, construction standards, accessibility requirements, visitability standards, reporting requirements, and other program requirements. The housing guidelines were posted for public comment before adoption.



4.4.8.10 *Needs Assessment:*

The GLO conducted a local needs assessment. The local needs assessment and analysis of HUD/FEMA demographic IA data recommended the proportions of funding that should be set aside to benefit each LMI and non-LMI economic group. The GLO, in partnership with the University of Texas at Austin, conducted a housing needs survey over the entire disaster impacted counties. The survey assessed remaining unmet housing needs resulting from Hurricane Harvey. The needs assessment determined the activities to be offered, the demographics to receive concentrated attention, identified disabled, “special needs,” and vulnerable populations, and target areas to be served. The needs assessment also included an assessment of the types of public services activities that may be needed to complement the program such as housing counseling, legal counseling, job training, mental health, and general health services. The needs assessment set goals within the income brackets similar to the housing damage sustained within the impacted areas. Deviations from goals will be evaluated by the GLO before the Program may move forward.

4.4.8.11 *Risk Assessment:*

HAP is a housing recovery action with consequential mitigation benefit: more resilient residents and homes make for a more resilient community against the inevitable next hurricane or flooding event. It is imperative that qualifying homeowners for HAP receive recovery assistance so that residential resilience is aggregated with other mitigation actions that local, county, and regional stakeholders, undertake with CDBG-MIT funds and other funds to form a comprehensive mitigation effort. By building homes to a higher standard than conventional construction practices on the scale proposed by this program, the RHP will bring those more resilient building practices into the mainstream where they can scale-up and become cost-competitive with conventional building practices.

4.4.8.12 *Affirmative Marketing Outreach Plan:*

The GLO is committed to AFFH through established affirmative marketing policies. The GLO will continue to coordinate with HUD-certified housing counseling organizations in this effort. Affirmative marketing efforts are guided by an affirmative marketing plan, based on HUD regulations. The ongoing goal is to ensure that outreach and communication efforts reach eligible homeowners from all racial, ethnic, national origin, religious, familial status, the disabled, "special needs," gender groups, and vulnerable populations.

4.4.8.13 *AFFH Review:*

The program underwent AFFH review. Such review included assessments of (1) a proposed project’s area demography, (2) socioeconomic characteristics, (3) housing configuration and needs, (4) educational, transportation, and health care opportunities, (5) environmental hazards or concerns, and (6) all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote

affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts.

4.4.8.14 *Timeline:*

The proposed program start date is immediately after HUD's approval of this Action Plan. The proposed end date is 6 years from the start date of the program.



4.4.9 HAZARD MITIGATION PLANS

The GLO is partnering with the Texas Division of Emergency Management (TDEM) to provide CDBG-MIT funds for the development of an enhanced State of Texas Hazard Mitigation Plan (enhanced SHMP), as well as providing funds for the development of Local Hazard Mitigation Plans (LHMP) for eligible areas. The current State of Texas Hazard Mitigation Plan was adopted on October 17, 2018.

A FEMA-approved enhanced state mitigation plan documents a state's ongoing commitment to hazard mitigation, the ongoing proactive efforts to implement a comprehensive hazard mitigation program across the state, and the coordinated effort of the state to reduce losses, protect life and property, and create safer communities. Approval of an enhanced state mitigation plan makes a state eligible for assistance up to 20 percent for estimated aggregate amounts of a disaster, compared with 15 percent for states without an enhanced plan. The enhanced SHMP will be developed and maintained by TDEM's Hazard Mitigation Section. CDBG-MIT funds may be leveraged with TDEM funds provided by FEMA.

The enhanced state hazard mitigation plan should serve as the framework for the local hazard mitigation plans within that state. The purpose of these plans is to gather a wide range of stakeholders and the public in a planning process to identify local policies and actions—based on an assessment of hazards, vulnerabilities, and risks—that can be implemented over the long-term to reduce risk and future losses from hazards. By engaging in this planning process, communities not only identify risks and prioritize investments and interventions, but also build partnerships by involving citizens, organizations, and businesses, and increase awareness of threats and hazards, as well as their risks.

4.4.9.1 *Connection to Identified Risk:*

Through the creation and adoption of an enhanced SHMP and LHMPs, the state and its units of local government will communicate priorities to both state and federal officials while aligning risk reduction strategies across jurisdictions with community objectives.

4.4.9.2 *Allocation Amount:* \$30,000,0000

4.4.9.3 *Maximum Award Amount:* \$100,000 for LHMPs.

4.4.9.4 *Eligible Entities:* TDEM, FEMA HMGP eligible entities located within any CDBG-MIT county.

4.4.9.5 *Eligible Activities:*

- i. Development of the enhanced SHMP;

- ii. Development or update of an LHMP, including studies to enhance a community's understanding of risk (examples: dam inundation studies, flood studies, wildfire studies); and
- iii. Cost Share.

4.4.9.6 *Ineligible Activities:*

Those activities not expressly identified under Eligible Activities

4.4.9.7 *Program Requirements:*

- i. LHMPs must meet all criteria and requirements of 44 CFR 201.6 and must be approved by TDEM and FEMA.
- ii. Applicants that receive funding and adopt approved LHMPs may apply again to this program in the two years prior to the expiration of the LHMP, provided the application is made within the timeline outlined below and funds remain.

4.4.9.8 *Timeline:*

Because local hazard mitigation plans operate on a 5-year cycle, the application period will remain open for six (6) years, with a proposed start date six (6) months after HUD's approval of this Action Plan and until funds are exhausted.



4.4.10 RESILIENT COMMUNITIES PROGRAM

The GLO supports the adoption of policies that both reflect local and regional priorities and will have long-lasting effects on community risk reduction. Accordingly, the Resilient Communities Program will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

Building codes are the primary mechanism for communities to regulate the design and construction of new buildings and the renovation of existing buildings. At a minimum, codes reflect a community's accepted requirements for ensuring the safety of a building occupants and people in proximity to buildings. Many communities rely on model building codes as the basis for their locally adopted code. These model building codes are developed through a national consensus process to efficiently leverage national experts, respond to the latest research findings, identify and incorporate new technology and processes, and support economies of scale.

Flood damage prevention ordinances provide the framework regulating what can be built in a floodplain, limited changes to the flows of waterways, and ensuring buildings are constructed at or above the base flood elevation. Adoption of a flood damage prevention ordinance, or some equivalent enforcement mechanism, is required for participation in FEMA's National Flood Insurance Program (NFIP). Adoption of higher regulatory standards—for instance, mandating construction at 2 feet or greater above base flood elevation—can make a community eligible to participate in the NFIP Community Rating System (CRS), which can reduce the flood insurance premiums for a community's property owners.

Land use and comprehensive plans, along with the zoning codes that often accompany them, take community goals and aspirations and formalize them into actionable policies that determine what can be built within a certain jurisdiction and where it can be built. Land use and comprehensive plans themselves serve as guiding documents that provide the framework by which regulatory structures are created—by themselves these plans have regulatory authority. Zoning codes take the ideas outlined in the land use and comprehensive plans and formalize those ideas into legally binding ordinances that ultimately shape how and where a community develops. Creating land use and comprehensive plans that incorporate hazard mitigation considerations within their framework helps cities and towns to develop in a manner that reduces the risk to future hazards.

Applicants may submit applications for any eligible activity for which they are an eligible applicant (e.g. a county may apply to update or adopt a new building code but may not apply to create and adopt a zoning code). The applicant is NOT required to engage in all eligible activities—only those activities the applicant is interested in pursuing. The GLO may use the adoption of codes, ordinances, and/or plans in this program as scoring criteria in other CDBG-MIT programs.



4.4.10.1 *Connection to Identified Risk:* This program encourages communities to look at all their identified risks in a comprehensive manner and integrate mitigation measures in each activity they undertake.

4.4.10.2 *Allocation Amount:* \$100,000,000

4.4.10.3 *Maximum Award Amount:* \$300,000 per applicant

4.4.10.4 *Eligible Entities:*

- i. Units of local government (cities and counties), Indian Tribes, and councils of governments located within a CDBG-MIT eligible area.

4.4.10.5 *Eligible Activities:*

- i. Development, adoption, and implementation of Building Codes that meet or exceed the standards set forth in the International Residential Code 2012 (IRC 2012);
- ii. Development, adoption, and implementation of a Flood Damage Prevention Ordinance that meets CDBG-MIT requirements of at least 2 feet above base flood elevation;
- iii. Development, adoption, and implementation of a Zoning Ordinance based upon a land use plan or comprehensive plan;
- iv. Development and adoption of forward-looking land use plans that integrate hazard mitigation plans;
- v. Development and adoption of forward-looking Comprehensive Plans that integrate hazard mitigation plans; or
- vi. Public Service activities focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices, and other strategies. Public information activities leading to CRS credit accrual and CRS eligibility are eligible under this activity.

4.4.10.6 *Ineligible Activities:*

- i. Activities not expressly listed under the Eligible Activities section are prohibited.

4.4.10.7 *Program Requirements:*

- i. Building Codes:
- ii. Adopted building code must meet or exceed IRC 2012.



- iii. Adoption of selected building code must be complete within 12 months of grant award. Failure to adopt within that timeframe will result in the forfeiture of grant funds and repayment.
- iv. Flood Damage Prevention Ordinance:
 - v. Adopted ordinance must meet CDBG-MIT requirements of at least two feet above base flood elevation.
 - vi. Adoption of flood damage prevention ordinance must be complete within 12 months of grant award. Failure to adopt within that timeframe will result in the forfeiture of grant funds and repayment.
- vii. Zoning Ordinance:
 - viii. Adopted ordinance must be based on an adopted Land Use or Comprehensive Plan that was written within the last five (5) years of the date of application for this program.
 - ix. Adoption of approved zoning ordinance must be complete within 12 months of grant award. Failure to adopt within that timeframe will result in the forfeiture of grant funds and repayment.
- x. Land Use Plans:
 - xi. Land use plans must be forward-looking and integrate the relevant portions of the local hazard mitigation plan, if one exists.
 - xii. Land use plans must identify local hazard risks and explain how the plan mitigates against those risks.
 - xiii. Land use plans must be accompanied by a zoning ordinance that codifies the land use plan.
- xiv. Adoption of an approved Land Use Plan and Zoning Ordinance must be complete within 18 months of grant award. Failure to adopt within that timeframe will result in the forfeiture of grant funds.
- xv. Comprehensive Plans:
 - xvi. Adopted Comprehensive Plans must include: (1) a Population Study that provides a population estimate and population projection for the next 20 years; (2) a Housing Study that describes the composition of the existing housing stock, including total number of units, number of single family and multifamily units, and vacancy rates, as well as a projection for the number of future housing units needed ten (10) years from the date of the plan and the composition of those units (e.g., single family, multifamily); (3) a Land Use Study/Plan that describes the land use of every parcel within the jurisdiction and includes a future land use map that accounts for future population changes; (4) a Zoning Ordinance that codifies the Land Use Plan; and



- (5) an Infrastructure Study and Capital Improvement Plan that describes the water, wastewater, drainage, and streets systems, including length, width, materials, and condition or age (if available), as well as proposed prioritized improvements to those systems.
- xvii. Plan must identify local hazard risks and explain how the plan mitigates against those risks.
- xviii. Adoption of approved Comprehensive Plan and Zoning Ordinance must be complete within 24 months of grant award. Failure to adopt within that timeframe will result in the forfeiture of grant funds and repayment.
- xix. Public service activities:
- xx. Must be focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices and other strategies; and
- xxi. Public information activities conducted with the intent of earning CRS credits must meet the requirements for those activities within the CRS Coordinator's Manual.⁴⁵⁰

4.4.10.8 *Eligibility/Selection Criteria:*

- i. Applicant/beneficiary must be located within a CDBG-MIT county;
- ii. Applicant must be a unit of local government, Indian tribe, or any other entity that has the legal authority to adopt and enforce the code, ordinance, or plan for which funding was requested (i.e., most counties do not have the authority to adopt or enforce zoning ordinances);
- iii. Applicants must demonstrate the capacity to administer grant funds and complete the selected project on time or describe how they will procure assistance to do so;
- iv. Applicants must list and describe existing building codes, ordinances, and local and/or regional plans (if applicable)—including county or regional level hazard mitigation plans—and how those existing regulations and planning efforts will inform the project for which funding was requested; and
- v. Applications will be processed on a first-come, first-served basis.

4.4.10.9 *Activities should:*

- i. Promote sound, sustainable long-term mitigation planning informed by a post-disaster evaluation of hazard risk, especially land-use decisions that reflect

⁴⁵⁰ *Coordinator's Manual*, National Flood Insurance Program Community Rating System, FIA-15/2017, FEMA, https://www.fema.gov/media-library-data/1493905477815-d794671adeed5beab6a6304d8ba0b207/633300_2017_CRS_Coordinators_Manual_508.pdf

responsible floodplain management and take into account future possible extreme weather events and other natural hazards and long-term risks;

- ii. Coordinate with local and regional planning efforts to ensure consistency, and promote community-level and/or regional (e.g., multiple local jurisdictions) mitigation planning;
- iii. Integrate mitigation measures into all activities and achieve objectives outlined in regionally or locally established plans and policies that are designed to reduce future risk to the jurisdiction; and
- iv. Result in buildings that are more resilient to the impacts of natural hazards.

4.4.10.10 *AFFH Review:*

All proposed activities will undergo AFFH review by the GLO before approval. Such review will include assessments of (1) area demography, (2) socioeconomic characteristics, (3) housing configuration and needs, (4) educational, transportation, and health care opportunities, (5) environmental hazards or concerns, and (6) all other factors material to the AFFH determination. Applications should show that activities are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard-related impacts.

4.4.10.11 *Timeline*

The proposed program start date is six (6) months after HUD's approval of this Action Plan. The proposed end date is six (6) years from the start date of the program.



4.4.11 REGIONAL AND STATE PLANNING

The GLO is committed to the purposes of planning in the areas that are eligible for CDBG-MIT funds, and to the completion of some of the projects identified as a result of the studies. Because of the vast scope of the eligible area and the recurring nature of disasters throughout the state, the GLO may concentrate on regional approaches in addition to specific local solutions to promote sound mitigation practices. In order to provide an efficient and effective method of selecting and executing planning studies, the GLO will work with Texas universities, state agencies, federal agencies, regional planning and oversight groups—including councils of governments, river authorities, and drainage districts—and/or vendors (terms which shall include, but not limited to other governmental entities, and non-profit and for profit firms, entities, and organizations) to conduct studies with CDBG-MIT funds. The GLO has previously utilized a local community input process that included public meetings, requests for information, listening sessions, and written surveys that helped determine the specific needs for planning studies. This process pointed to the need for more regional-based planning studies.

For the CDBG-MIT funds, the GLO will utilize similar input methods to identify current study needs. Accordingly, opportunities for regionalized studies will be prioritized and the GLO will identify qualified experts for specific tasks identified. Studies may include, but are not limited to, flood control, drainage improvement, resilient housing solutions, homelessness, surge protection, economic development, infrastructure improvement or other efforts to mitigate risks and future damages and establish plans for comprehensive recovery efforts. Communities may recommend studies to be completed, but all planning funds will be administered by the GLO. The GLO will make all final determinations regarding planning studies and coordinate with Texas universities, state agencies, federal agencies, and/or vendors to identify scopes, the parameters of the planning efforts, and the type of data that they will gather. This approach will ensure planning studies that are conducted in different regions can be consolidated and analyzed, and that consistency and accuracy in data gathering is achieved. Further amendments may convert a portion of these planning funds to execute specific projects contemplated or developed through the planning process.

The state is working to develop and maintain a secure database system that documents the impacts of past disasters and provides analytical data assessing natural hazard risks, including anticipated effects of future extreme weather events and other natural hazards. This will enable the state to improve its disaster information, analytics capabilities, and foster communication, collaboration, and information gathering among relevant state agencies that have a role in disaster response and recovery. Additionally, the data gathered will inform both the state and local communities of possible solutions that plan for and create a more resilient landscape in the state of Texas.

The state is also working with key federal agencies to develop more accurate flood mapping and modeling techniques. The current mapping and modeling techniques are insufficient to conduct a

detailed cost-benefit analysis of mitigation proposals. The state will work jointly with federal partners to develop the necessary technology and models to more accurately predict and mitigate future damages.

The GLO may develop a planning competition that entities in CDBG-MIT counties may apply for in a future action plan amendment or move funds to other mitigation eligible uses as need dictates.

The requirements at 24 CFR 570.483(b)(5) or (c)(3), which limit the circumstances under which the planning activity can meet a low- and moderate-income national objective, will not apply to CDBG-MIT planning activities; instead, the state will comply with 24 CFR 570.208(d)(4) when funding mitigation, planning-only grants, or directly administering planning activities that guide mitigation in accordance with the Appropriations Act. In addition, the types of planning activities the state may fund or undertake will be consistent with those of entitlement communities identified at 24 CFR 570.205, which may include support for local and regional functional land use plans, master plans, historic preservation plans, comprehensive plans, community recovery plans, resilience plans, development of building codes, zoning ordinances, and neighborhood plans.

4.4.11.1 *Allocation Amount:* \$214,859,450

4.4.11.2 *Eligible Activities: Planning activities allowed under CDBG-MIT; HCDA section 105(a)(12)*

- i. Eligible planning, urban environmental design, and policy-planning-management-capacity building activities as listed in 24 CFR 570.205.

4.4.11.3 *Ineligible Activities:*

- i. Activities not listed in 24 CFR 570.205, HCDA 105(a)(12).

4.4.11.4 *Activities should:*

- i. Promote sound, sustainable mitigation planning informed by an evaluation of hazard risk, especially land-use decisions that reflect responsible floodplain management and take into account future possible extreme weather events and other natural hazards and long-term risks;
- ii. Coordinate with local and regional planning efforts to ensure consistency, and promote community-level and/or regional (e.g., multiple local jurisdictions) post-disaster recovery and mitigation planning;
- iii. Integrate mitigation measures into rebuilding activities and achieve objectives outlined in regionally or locally established plans and policies that are designed to reduce future risk to the jurisdiction;
- iv. Consider the costs and benefits of the project;



- v. Ensure that activities will avoid disproportionate impact on vulnerable populations such as, but not limited to, families and individuals that are homeless or at risk of homelessness, the elderly, persons with disabilities, persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, and public housing residents.
- vi. Ensure that activities create opportunities to address economic inequities facing local communities;
- vii. Align investments with other planned state or local capital improvements and infrastructure development efforts, and work to foster the potential for additional infrastructure funding from multiple sources, including existing state and local capital improvement projects in planning, and potential private investment; and
- viii. Employ adaptable and reliable technologies to guard against premature obsolescence of infrastructure.

4.4.11.5 *Timeline*

The proposed program start date is immediately after HUD's approval of this Action Plan. The proposed end date is twelve (12) years from the start date of the program.

4.4.12 ADMINISTRATIVE FUNDS

State administrative costs including subrecipient administration costs will not exceed five (5) percent, \$214,859,450. Planning and administrative costs combined will not exceed 20 percent. The provisions outlined under 42 U.S.C. 5306(d) and 24 CFR 570.489(a)(1)(i) and (iii) will not apply to the extent that they cap state administration expenditures and require a dollar-for-dollar match of state funds for administrative costs exceeding \$100,000. Additionally, the provisions outlined under 42 U.S.C. 5306(d)(5) and (6) will not apply; instead, the aggregate total for administrative and technical assistance expenditures will not exceed 5 percent of the grant amount plus 5 percent of program income generated by the grant. The state will limit its spending to a maximum of 15 percent of its total grant amount on planning costs.

The GLO will retain the full 5 percent allocated for administrative costs associated with the CDBG-MIT allocation for purposes of oversight, management, and reporting. All subrecipients are allowed to spend up to 12 percent of program amounts for costs directly related to implementation of housing-related mitigation activities. For costs directly related to implementation of all other mitigation activities all subrecipients are allowed to spend up to 8 percent for awards from \$1 million to \$24,999,999.99, and 6 percent for awards over \$25 million. For mitigation awards less than \$1 million, refer to guidance found on the GLO's recovery website, <http://recovery.texas.gov/>. Engineering and design activities will be capped at 15 percent of the



total project award unless special services are necessary; in such cases, the GLO must review and approve the request.

The GLO will use administrative funds across the 2015 Floods, 2016 Floods, and Hurricane Harvey CDBG-DR grants, together with this CDBG-MIT grant, without regard for a particular disaster appropriation from which the funds originated. The amount of grant administration expenditures for each of the aforementioned grants will not exceed 5 percent of the total grant award for each grant (plus 5 percent of program income).

4.5 Location

All CDBG-MIT funded activities under this Action Plan will occur within the disaster-declared counties of FEMA DR-4223 and DR-4245 (2015 Floods); DR-4266, DR-4269, DR-4272 (2016 Floods); and DR-4332 (Hurricane Harvey). An aggregated list of the total 140 eligible counties for CDBG-MIT funds appears in the appendix.

Additional areas within counties not explicitly cited as eligible may also become locations of CDBG-MIT funded activities if it can be demonstrated how the expenditure of CDBG-MIT funds in that area will measurably mitigate risks identified within an eligible area (e.g., upstream water retention projects to reduce downstream flooding in an eligible area).

4.6 National Objectives

HUD has waived the criteria for the established CDBG urgent need national objective as provided at 24 CFR 570.208(c) and 24 CFR 570.483(d), and instead has created a new national objective: urgent need mitigation (UNM). For CDBG-MIT activities where UNM is cited as the national objective being fulfilled, the state will demonstrate that the activity:

- i. Addresses the current and future risks as identified in the state's Mitigation Needs Assessment of most impacted and distressed areas; and yield a community development benefit
- ii. Will result in a measurable and verifiable reduction in the risk of loss of life and property.

For CDBG-MIT activities, HUD has also directed grantees to not rely on the national objective criteria for elimination of slum and blighting conditions without approval from HUD, because this national objective generally is not appropriate in the context of mitigation activities.

All of the state's mitigation activities under this grant will meet a national objective for either (1) urgent need mitigation (UNM), or (2) benefitting low- to moderate-income persons (LMI). At least 50 percent of CDBG-MIT funds will be used to support activities that benefit LMI persons, and all programs and projects will have an LMI priority.

5 CITIZEN PARTICIPATION – STATE MITIGATION ACTION PLAN

The primary goal of this citizen participation plan is to stimulate more robust citizen involvement in the state’s recovery and mitigation processes. The citizen participation plan was developed based on the requirements outlined in HUD’s notice (the Notice) published in the Federal Register: 84 FR 45838 (Friday, August 30, 2019).

The Notice states:

“To permit a more robust process and ensure mitigation activities are developed through methods that allow all stakeholders to participate, and because citizens recovering from disasters are best suited to ensure that grantees will be advised of any missed opportunities and additional risks that need to be addressed, provisions of 42 U.S.C. 5304(a)(2) and (3), 42 U.S.C. 12707, 24 CFR 570.486, 24 § 91.105(b) and (c), and 24 CFR 91.115(b) and (c), with respect to citizen participation requirements, are waived and replaced by the requirements below. These revised requirements mandate public hearings (the number of which is based upon the amount of a grantee’s CDBG-MIT allocation) across the HUD-identified MID areas and require the grantee to provide a reasonable opportunity (at least 45 days) for citizen comment and ongoing citizen access to information about the use of grant funds.”

The most current version of the citizen participation plan will be placed on the GLO’s recovery website at recovery.texas.gov.

5.1 Public Hearings

The requirements for CDBG-MIT grantees mandate a minimum number of public hearings in the HUD-identified MID areas; for Texas, the minimum number is four. The GLO will hold a total of 6 public hearings in the HUD MID areas, three of which will be held prior to publication of the action plan for public comment on the GLO’s website. All public hearings were held:

- In a different location to ensure geographic balance and maximum accessibility;
- In facilities that are physically accessible to persons with disabilities; and
- In compliance with civil rights requirements.

Archival recordings made during one or more of the hearings will be posted on the GLO’s mitigation webpage(s) navigable from its recovery website.



Table 5-1: Mitigation Public Hearing Schedule

| Public Hearing | | Date | HUD/State MID County | Location |
|-----------------------|-----------------------------|----------------------------------|--------------------------------------|---|
| 1 | Pre-Action Plan Publication | September 26, 2019 at 12:00 p.m. | HUD MID County (Travis County) | Texas State Capitol Auditorium, E1.004 1100 Congress Avenue, Austin, Texas, 78701 |
| 2 | Pre-Action Plan Publication | October 1, 2019 at 12:00 p.m. | HUD MID County (Jefferson County) | Jefferson County Courthouse 1149 Pearl Street Beaumont, Texas, 77701 |
| 3 | Pre-Action Plan Publication | October 2, 2019 at 12:00 p.m. | HUD MID County (Nueces County) | Del Mar College Center for Economic Development, 106 3209 S. Staples Street Corpus Christi, Texas 78411 |
| 4 | Public Comment Period | December 2, 2019 at 10 a.m. | HUD MID County (Aransas County) | Aransas County Navigation District Saltwater Pavilion 210 Seabreeze Drive Rockport, TX 78382 |
| 5 | Public Comment Period | December 9, 2019 at 10 a.m. | State MID County (Dallas County) | Dallas County Community College District – Bill J Priest Institute 1402 Corinth Street Road Dallas, Texas 75215 |
| 6 | Public Comment Period | December 10, 2019 at 10 a.m. | HUD MID County (Hidalgo County) | North Academic Building G Lecture Hall G191 Mid Valley Campus of South Texas College 400 N Border Ave. Weslaco, Texas 78596 |



| | | | | |
|---|-----------------------|-------------------------------|-----------------------------------|---|
| 7 | Public Comment Period | December 11, 2019 at 6 p.m. | HUD MID County (Harris County) | Texas Southern University EDU Auditorium 3100 Cleburne Street Houston, Texas 77004 |
| 8 | Public Comment Period | January 9, 2020 at 10:00 a.m. | HUD MID County (Jasper County) | Jasper County Courthouse Annex 271 East Lamar Jasper, TX 75951 |

5.2 Publication

Before the GLO adopts the Action Plan for this grant or any substantial amendment to the Plan, the GLO will publish the Action Plan or amendment on the GLO's recovery website: recovery.texas.gov. The topic of disaster mitigation will be navigable by citizens from the GLO's recovery website homepage.

The GLO and/or subrecipients will notify affected citizens of the published Action Plan or substantial amendment to the Action Plan through electronic mailings, press releases, statements by public officials, media advertisements, public service announcements, newsletters, contacts with neighborhood organizations, and/or through social media.

The GLO will ensure that all citizens have equal access to information about the Action Plan's programs, including persons with disabilities and limited English proficiency (LEP). The GLO will ensure that program information is available in the appropriate languages for the geographic area served by the jurisdiction. For assistance in ensuring that this information is available to LEP populations, recipients should consult the *Final Guidance to Federal Financial Assistance Recipients Regarding Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, published on January 22, 2007, in the Federal Register (72 FR 2732).

The Action Plan in its entirety will be translated to Spanish, Vietnamese, Chinese, Korean, and Arabic. The languages selected were selected based on the entire CDBG-MIT eligible area (CDBG-DR declared counties for the 2015 Floods, the 2016 Floods, and Hurricane Harvey) and a natural break in the numbers of Limited English Proficiency individuals. Recognizing there may be a need for individuals to have access to the document in additional languages, the GLO will be contracting with a translation service to provide personalized translations of the Action Plan upon request. Any public places that work directly in Action Plan programs available to private individuals will carry signage detailing this service in applicable languages. The GLO website will include similar notations.

Subsequent to publication of the Action Plan, the GLO will provide a reasonable opportunity for public comment of at least 45 days and have a method(s) for receiving comments. For substantial amendments to the Action Plan, the GLO will provide a reasonable opportunity for public comment of at least 30 days and have a method(s) for receiving comments. Citizens with disabilities or those who need technical assistance can contact the GLO office for assistance, either via: TDD 512-463-5330 or TX Relay Service 7-1-1.



The GLO will take comments via USPS mail, fax, or email:

Mail: Texas General Land Office
Community Development and Revitalization
P.O. Box 12873
Austin, TX 78711-2873

Fax: (512) 475-5150

Email: cdr@recovery.texas.gov

Website: recovery.texas.gov

5.3 Consideration of Public Comments

The GLO will consider all oral and written comments regarding the Action Plan or any substantial amendment. A summary of the comments received and the GLO's response to each located in the Appendix will be submitted to HUD with the Action Plan or substantial amendment.

5.4 Citizen Advisory Committee

The GLO will form a citizen advisory committee (CAC) that will meet in an open forum twice a year in order to provide increased transparency of all CDBG-MIT fund activities. During each open forum, the CAC will solicit and respond to public comments regarding the GLO's mitigation activities in order to better inform the GLO's current and planned mitigation projects and programs.

5.5 Citizen Complaints

The GLO will provide a timely written response to every citizen complaint. The response will be provided within fifteen (15) working days of the receipt of the complaint, when practicable. Complaints regarding fraud, waste, or abuse of government funds should be forwarded to the HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email: hotline@hudoig.gov).

5.6 Substantial Amendment

As additional information and funding becomes available through the grant administration process, amendments to this Action Plan are expected. Prior to adopting any substantial amendment to this Action Plan, the GLO will publish the proposed amendment on the GLO's recovery website and will afford citizens, affected local governments, and other interested parties a reasonable opportunity to examine the Action Plan or amendment's contents. At a minimum, the following modifications will constitute a substantial amendment:

- i. The addition of a CDBG-MIT Covered Project;

- ii. A change in program benefit or eligibility criteria;
- iii. The addition or deletion of an activity; or
- iv. The allocation or reallocation of more than \$25 million or a change constituting more than 20% of a program's budget.

5.7 Non-substantial Amendment

The GLO will notify HUD when it makes any action plan amendment that is not substantial. HUD will be notified at least five (5) business days before the amendment becomes effective. HUD will acknowledge receipt of the notification of non-substantial amendments via email within five (5) business days. Once effective, the non-substantial amendment to the Plan will be posted on the GLO's recovery website.

5.8 Community Consultation

Since the April 2018 announcement of CDBG mitigation funding to Texas, the GLO began to think about its upcoming role in mitigation activities related to the 2015 and 2016 flood events, and Hurricane Harvey. The GLO began to elicit feedback from local officials and interested parties throughout the 140 counties located in 23 of the 24 councils of governments in the state, including meetings, conference calls, and regional trips to impacted communities. These trips have included stakeholder input sessions, where permissible, with seven of the nine COGs located in the Harvey most impacted and distressed areas.

On February 20, 2019 the GLO launched a digital survey through the service Survey Monkey to gauge the disaster recovery and mitigation needs of communities throughout the 140 eligible counties. Elected officials, representatives of local, regional, and state agencies, public housing representatives, private sector, and non-profits focused on housing, disaster recovery, and the needs of low-income and vulnerable populations were contacted and encouraged to complete the survey. The survey was also hosted on the GLO recovery website, recovery.texas.gov, and was included in a two-page brochure that GLO staff distributed at stakeholder input sessions, public workshops, and conferences.

The survey was closed on September 20, 2019, at which point the survey had 416 respondents from across the state. The results of the survey are located in the appendix.

A cumulative list of community consultation is in the appendix.

5.9 Public Website

The GLO will maintain a public website that provides information accounting for how all grant funds are used and managed/administered, including: (1) links to all action plans; (2) action plan amendments; (3) CDBG-DR and CDBG-MIT program policies and procedures; (4) performance

reports; (5) citizen participation requirements; and (6) activity/program information for activities described in the respective action plans, including details of all contracts and ongoing procurement policies.

The GLO will make the following items available on recovery.texas.gov: (1) the action plans (including all amendments); (2) each Quarterly Performance Report (QPR) as created using the DRGR system; (3) procurement, policies and procedures; (4) executed CDBG-DR and CDBG-MIT contracts; and (5) status of services or goods currently being procured by the GLO (e.g., phase of the procurement, requirements for proposals, etc.).

In addition to the specific items listed above, the GLO will maintain a comprehensive website, recovery.texas.gov, regarding all disaster recovery activities assisted with these funds. The website will be updated in a timely manner to reflect the most up-to-date information about the use of all CDBG-DR and CDBG-MIT funds and any changes in policies and procedures, as necessary. At a minimum, updates will be made on a monthly basis.

5.9.1 COUNCILS OF GOVERNMENTS WEBSITES FOR REGIONAL MITIGATION PROGRAM MODS

- i. Alamo Area Council of Governments (AACOG): www.aacog.com
- ii. Brazos Valley Council of Governments (BVCOG): www.bvcog.org
- iii. Capital Area Council of Governments (CAPCOG): www.capcog.org
- iv. Coastal Bend Council of Governments (CBCOG): www.coastalbendcog.org
- v. Central Texas Council of Governments (CTCOG): www.ctcog.org
- vi. Deep East Texas Council of Governments (DETCOG): www.detcog.gov
- vii. Golden Crescent Regional Planning Commission (GCRPC): www.gcrpc.org
- viii. Houston-Galveston Area Council (H-GAC): www.h-gac.com
- ix. South East Texas Regional Planning Commission (SETRPC): www.setrpc.org



5.10 Application Status and Transparency

For applications received for CDBG-MIT assistance, the GLO will provide multiple methods of communication, including information posted on its website and a toll-free number to call to determine the status of their application for assistance.

In instances where the GLO seeks to competitively award CDBG-MIT funds, eligibility requirements will be published on the GLO's recovery website and, for CDBG-MIT funds, on the GLO's mitigation webpage(s) for such funding, together with all criteria to be used in the selection of applications for funding (including the relative importance of each criterion) and the time frame for consideration of applications. The GLO will maintain documentation to demonstrate that each funded and unfunded application was reviewed and acted upon in accordance with the published eligibility requirements and funding criteria cited in HUD's relevant notice published in the Federal Register.

5.11 Waivers

The Appropriations Act authorizes the Secretary to waive or specify alternative requirements for any provision of any statute or regulation that the Secretary administers in connection with the obligation by the Secretary, or use by the recipient, of these funds, except for requirements related to fair housing, nondiscrimination, labor standards, and the environment. HUD also has regulatory waiver authority under 24 CFR 5.110, 91.600, and 570.5.

Grantees may request additional waivers and alternative requirements from the Department as needed to address specific needs related to their mitigation activities. Grantee requests for waivers and alternative requirements must be accompanied by relevant data to support the request and must demonstrate to the satisfaction of the Department that there is good cause for the waiver or alternative requirement.

6 APPENDICES

6.1 Appendix A: CDBG-MIT Eligible and Most Impacted and Distressed (MID) Counties and ZIP Codes

Figure 6-1: Eligible CDBG-MIT Counties

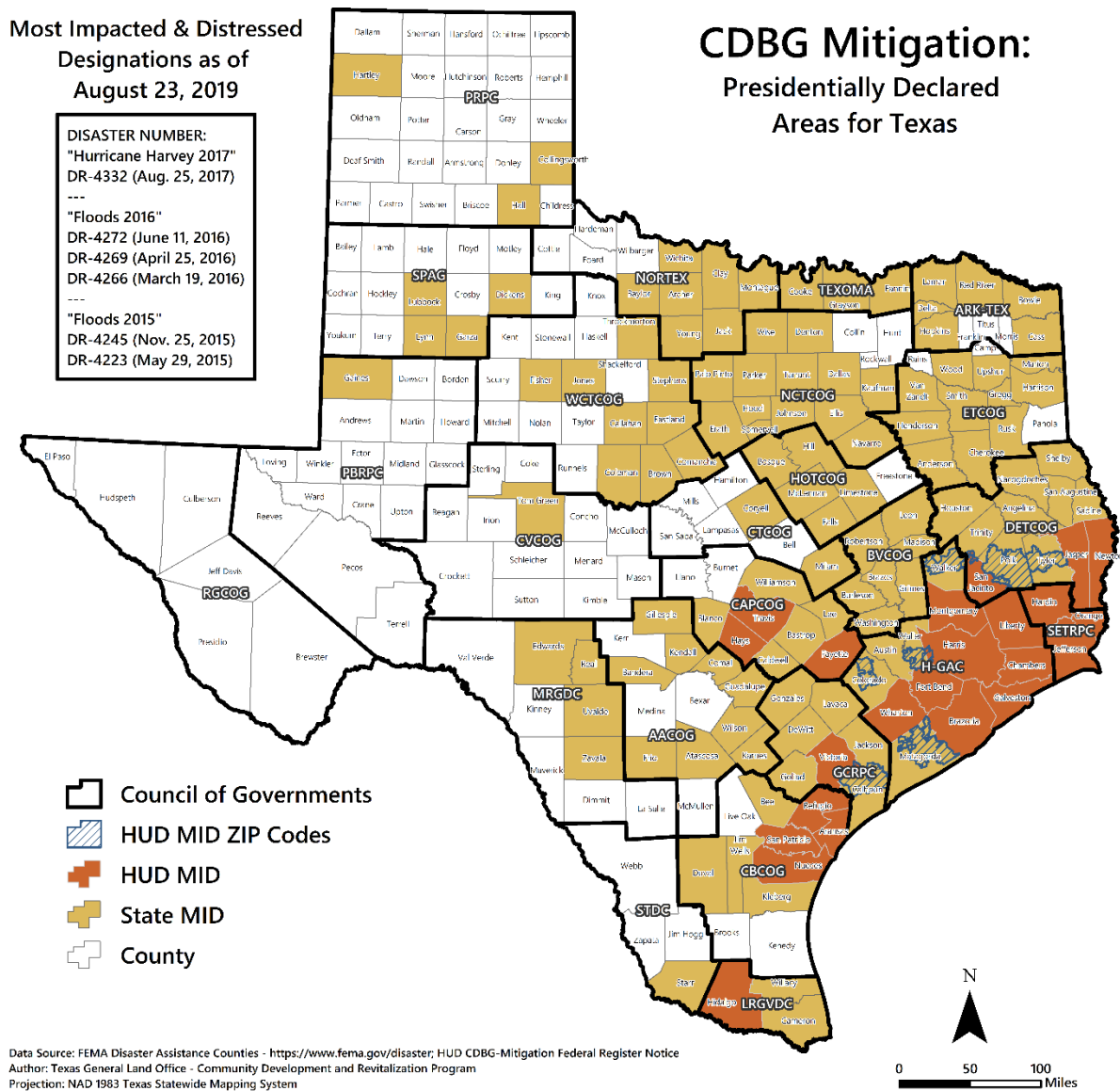


Figure 6-2: CDBG-MIT Most Impacted ZIP Codes

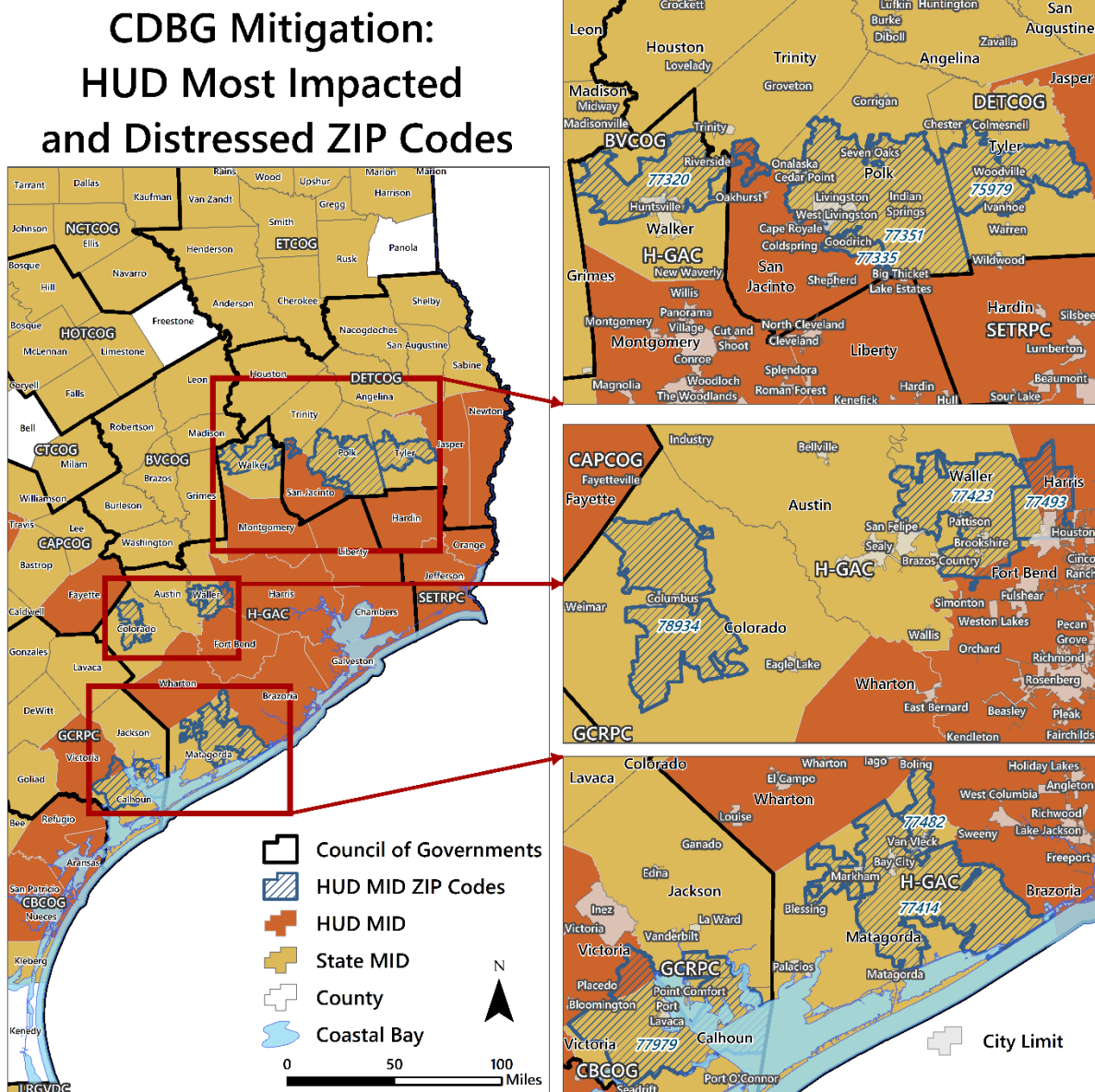




Table 6-1: CDBG-MIT Eligible Counties by Declared Disaster

| County | 2015 | 2016 | Harvey (2017) | County | 2015 | 2016 | Harvey (2017) |
|---------------|-----------|-----------|---------------|-----------|-----------|-----------|---------------|
| Anderson | - | State MID | - | Dickens | State MID | - | - |
| Angelina | State MID | State MID | - | Duval | State MID | - | - |
| Aransas | - | - | HUD MID | Eastland | State MID | State MID | - |
| Archer | State MID | - | - | Edwards | State MID | - | - |
| Atascosa | State MID | - | - | Ellis | State MID | - | - |
| Austin | State MID | State MID | State MID | Erath | State MID | State MID | - |
| Bandera | - | State MID | - | Falls | - | State MID | - |
| Bastrop | State MID | State MID | State MID | Fannin | State MID | State MID | - |
| Baylor | State MID | - | - | Fayette | State MID | State MID | HUD MID |
| Bee | - | - | State MID | Fisher | - | State MID | - |
| Blanco | State MID | - | - | Fort Bend | State MID | HUD MID | HUD MID |
| Bosque | State MID | State MID | - | Frio | State MID | - | - |
| Bowie | State MID | - | - | Gaines | State MID | - | - |
| Brazoria | State MID | HUD MID | HUD MID | Galveston | State MID | - | HUD MID |
| Brazos | - | State MID | - | Garza | State MID | - | - |
| Brown | State MID | State MID | - | Gillespie | State MID | - | - |
| Burleson | State MID | State MID | State MID | Goliad | - | - | State MID |
| Caldwell | State MID | State MID | State MID | Gonzales | State MID | - | State MID |
| Calhoun | - | - | State MID | Grayson | State MID | - | - |
| Callahan | State MID | State MID | - | Gregg | - | State MID | - |
| Cameron | State MID | - | - | Grimes | State MID | State MID | State MID |
| Cass | State MID | State MID | - | Guadalupe | State MID | - | State MID |
| Chambers | - | - | HUD MID | Hall | State MID | State MID | - |
| Cherokee | State MID | State MID | - | Hardin | State MID | State MID | HUD MID |
| Clay | State MID | - | - | Harris | HUD MID | HUD MID | HUD MID |
| Coleman | - | State MID | - | Harrison | State MID | State MID | - |
| Collingsworth | State MID | - | - | Hartley | State MID | - | - |
| Colorado | State MID | State MID | State MID | Hays | HUD MID | - | - |
| Comal | State MID | - | State MID | Henderson | State MID | State MID | - |
| Comanche | State MID | State MID | - | Hidalgo | HUD MID | State MID | - |
| Cooke | State MID | - | - | Hill | State MID | - | - |
| Coryell | State MID | State MID | - | Hood | State MID | State MID | - |
| Dallas | State MID | - | - | Hopkins | State MID | - | - |
| Delta | State MID | - | - | Houston | State MID | State MID | - |
| Denton | State MID | - | - | Jack | State MID | - | - |
| DeWitt | State MID | - | State MID | Jackson | - | - | State MID |
| | | | | Jasper | State MID | State MID | HUD MID |



| County | 2015 | 2016 | Harvey (2017) |
|---------------|-----------|-----------|---------------|
| Jefferson | - | - | HUD MID |
| Jim Wells | State MID | - | State MID |
| Johnson | State MID | - | - |
| Jones | State MID | State MID | - |
| Karnes | - | - | State MID |
| Kaufman | State MID | - | - |
| Kendall | State MID | - | - |
| Kleberg | - | State MID | State MID |
| Lamar | State MID | State MID | - |
| Lavaca | - | - | State MID |
| Lee | State MID | State MID | State MID |
| Leon | State MID | State MID | - |
| Liberty | State MID | State MID | HUD MID |
| Limestone | - | State MID | - |
| Lubbock | State MID | - | - |
| Lynn | State MID | - | - |
| Madison | State MID | State MID | State MID |
| Marion | - | State MID | - |
| Matagorda | - | - | State MID |
| McLennan | State MID | - | - |
| Milam | State MID | State MID | State MID |
| Montague | State MID | - | - |
| Montgomery | State MID | HUD MID | HUD MID |
| Nacogdoches | State MID | - | - |
| Navarro | State MID | State MID | - |
| Newton | State MID | HUD MID | HUD MID |
| Nueces | State MID | - | HUD MID |
| Orange | State MID | State MID | HUD MID |
| Palo Pinto | State MID | State MID | - |
| Parker | State MID | State MID | - |
| Polk | State MID | State MID | State MID |
| Real | State MID | - | - |
| Red River | State MID | State MID | - |
| Refugio | State MID | - | HUD MID |
| Robertson | State MID | - | - |
| Rusk | State MID | - | - |
| Sabine | State MID | State MID | State MID |
| San Augustine | State MID | State MID | State MID |
| San Jacinto | State MID | State MID | HUD MID |

| County | 2015 | 2016 | Harvey (2017) |
|--------------|-----------|-----------|---------------|
| San Patricio | - | - | HUD MID |
| Shelby | State MID | State MID | - |
| Smith | State MID | State MID | - |
| Somervell | State MID | State MID | - |
| Starr | State MID | - | - |
| Stephens | - | State MID | - |
| Tarrant | State MID | - | - |
| Throckmorton | State MID | State MID | - |
| Tom Green | State MID | - | - |
| Travis | HUD MID | State MID | - |
| Trinity | State MID | State MID | - |
| Tyler | State MID | State MID | State MID |
| Upshur | - | State MID | - |
| Uvalde | State MID | - | - |
| Van Zandt | State MID | State MID | - |
| Victoria | State MID | - | HUD MID |
| Walker | State MID | State MID | State MID |
| Waller | State MID | State MID | State MID |
| Washington | State MID | State MID | State MID |
| Wharton | State MID | State MID | HUD MID |
| Wichita | State MID | - | - |
| Willacy | State MID | - | - |
| Williamson | State MID | - | - |
| Wilson | State MID | - | - |
| Wise | State MID | - | - |
| Wood | - | State MID | - |
| Young | State MID | - | - |
| Zavala | State MID | - | - |

| HUD MID ZIPs (Harvey 2017) | |
|----------------------------|-------|
| 75979 | 77423 |
| 77320 | 77482 |
| 77335 | 77493 |
| 77351 | 77979 |
| 77414 | 78934 |



6.2 Appendix B: Certifications – State of Texas

24 CFR 91.225 and 91.325 are waived. Each grantee receiving a direct allocation of CDBG-MIT funds must make the following certifications with its action plan:

- a. The grantee certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with CDBG-MIT funding.
- b. The grantee certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
- c. The grantee certifies that the action plan is authorized under state and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG-MIT funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this notice. The grantee certifies that activities to be undertaken with CDBG-MIT funds are consistent with its action plan.
- d. The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for CDBG-MIT funds.
- e. The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
- f. The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 or 91.105 (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each local government receiving assistance from a state grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- g. State grantee certifies that it has consulted with affected local governments in counties designated in covered major disaster declarations in the non-entitlement, entitlement, and tribal areas of the state in determining the uses of funds, including the method of distribution of funding, or activities carried out directly by the state.
- h. The grantee certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to mitigation activities, as applicable, in the most impacted and distressed areas for which the President declared a major disaster in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*).



(2) With respect to activities expected to be assisted with CDBG-MIT funds, the relevant action plan has been developed to give priority to activities that will benefit low- and moderate-income families.

(3) The aggregate use of CDBG-MIT funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent (or another percentage permitted by HUD in a waiver published in an applicable Federal Register notice) of the CDBG-MIT grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG-MIT funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) CDBG-MIT funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

i. The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations, and that it will affirmatively further fair housing.

j. The grantee certifies that it has adopted and is enforcing the following policies, and, in addition, must certify that they will require local governments that receive grant funds to certify that they have adopted and are enforcing:

(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

(2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

k. The grantee certifies that it (and any subrecipient or administering entity) currently has or will develop and maintain the capacity to carry out mitigation activities, as applicable, in a timely manner and that the grantee has reviewed the respective requirements of this notice. The grantee certifies to the accuracy of its Public Law 115-56 Financial Management and Grant Compliance certification checklist, or other recent certification submission, if approved by HUD, and related supporting documentation referenced at section V.A.1.a of this notice and its implementation plan and capacity assessment and related submissions to HUD referenced at section V.A.1.b.



l. The grantee certifies that it considered the following resources in the preparation of its action plan, as appropriate: FEMA Local Mitigation Planning Handbook: https://www.fema.gov/media-library-data/20130726-1910-25045-9160/fema_local_mitigation_handbook.pdf; DHS Office of Infrastructure Protection: <https://www.dhs.gov/sites/default/files/publications/ip-fact-sheet-508.pdf>; National Association of Counties, Improving Lifelines (2014): https://www.naco.org/sites/default/files/documents/NACo_ResilientCounties_Lifelines_Nov2014.pdf; the National Interagency Coordination Center (NICC) for coordinating the mobilization of resources for wildland fire: (<https://www.nifc.gov/nicc/>); the U.S. Forest Service's resources around wildland fire (<https://www.fs.fed.us/managing-land/fire>); and HUD's CPD Mapping tool: <https://egis.hud.gov/cpdmaps/>.

m. The grantee certifies that it will not use CDBG-MIT funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the state, local, or tribal government or delineated as a Special Flood Hazard Area (or 100-year floodplain) in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the state, local, and tribal government land use regulations and hazard mitigation plans and the latest-issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

n. The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, I, K, and R.

o. The grantee certifies that it will comply with environmental requirements at 24 CFR part 58.

p. The grantee certifies that it will comply with applicable laws.

Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.



6.3 Appendix C: Program Expenditures and Outcomes

Table 6-2: Timeline of Expenditures by Program

| Programs | Allocations | 2020 | | | |
|---|-------------------------|------|----------------------|----------------------|----------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | | \$ - | \$ - | \$ - |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | | \$ - | \$ - | \$ - |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | | \$ - | \$ - | \$ - |
| Regional Mitigation Program | \$ 500,000,000 | | \$ - | \$ - | \$ - |
| HMGP: Supplemental | \$ 170,000,000 | | \$ - | \$ - | \$ - |
| Coastal Resiliency Program | \$ 100,000,000 | | \$ - | \$ - | \$ - |
| Housing Oversubscription Supplemental | \$ 400,000,000 | | \$ 20,000,000 | \$ 40,000,000 | \$ 60,000,000 |
| Resilient Home Program | \$ 100,000,000 | | \$ - | \$ - | \$ 4,000,000 |
| Hazard Mitigation Plans | \$ 30,000,000 | | \$ - | \$ - | \$ - |
| Resilient Communities Program | \$ 100,000,000 | | \$ - | \$ - | \$ - |
| Regional and State Planning | \$ 214,859,450 | | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | | \$ 700,000 | \$ 1,400,000 | \$ 2,240,000 |
| State Administration | \$ 214,859,450 | | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | | \$ 29,294,378 | \$ 49,994,378 | \$ 74,834,378 |
| Remaining Funds | \$ 4,297,189,000 | | \$ 4,267,894,622 | \$ 4,217,900,244 | \$ 4,143,065,866 |

| Programs | Allocations | 2021 | | | |
|---|-------------------------|-----------------------|-----------------------|----------------------|----------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ - | \$ - | \$ 460,970 | \$ 691,454 |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ - | \$ - | \$ 1,476,808 | \$ 2,215,211 |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ - | \$ - | \$ 10,723,884 | \$ 10,723,884 |
| Regional Mitigation Program | \$ 500,000,000 | \$ - | \$ - | \$ - | \$ 5,000,000 |
| HMGP: Supplemental | \$ 170,000,000 | \$ - | \$ 1,700,000 | \$ 2,550,000 | \$ 2,550,000 |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ 1,000,000 | \$ 1,500,000 | \$ 1,500,000 |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ 80,000,000 | \$ 80,000,000 | \$ 40,000,000 | \$ 40,000,000 |
| Resilient Home Program | \$ 100,000,000 | \$ 20,000,000 | \$ 40,000,000 | \$ 20,000,000 | \$ 8,000,000 |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ - | \$ - | \$ 1,050,000 | \$ 1,050,000 |
| Resilient Communities Program | \$ 100,000,000 | \$ - | \$ - | \$ 3,500,000 | \$ 3,500,000 |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | \$ 3,500,000 | \$ 4,294,500 | \$ 2,844,158 | \$ 2,633,069 |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | \$ 112,094,378 | \$ 135,588,878 | \$ 92,700,197 | \$ 86,457,996 |
| Remaining Funds | \$ 4,297,189,000 | \$ 4,030,971,488 | \$ 3,895,382,610 | \$ 3,802,682,413 | \$ 3,716,224,417 |



| Programs | Allocations | 2022 | | | |
|---|-------------------------|----------------------|-----------------------|-----------------------|-----------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ 691,454 | \$ 4,609,695 | \$ 6,914,543 | \$ 6,914,543 |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ 2,215,211 | \$ 14,768,076 | \$ 22,152,114 | \$ 22,152,114 |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ 10,723,884 | \$ 10,723,884 | \$ 21,447,767 | \$ 21,447,767 |
| Regional Mitigation Program | \$ 500,000,000 | \$ 7,500,000 | \$ 7,500,000 | \$ 50,000,000 | \$ 75,000,000 |
| HMGP: Supplemental | \$ 170,000,000 | \$ 17,000,000 | \$ 25,500,000 | \$ 25,500,000 | \$ 51,000,000 |
| Coastal Resiliency Program | \$ 100,000,000 | \$ 10,000,000 | \$ 15,000,000 | \$ 15,000,000 | \$ 30,000,000 |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ 20,000,000 | \$ 12,000,000 | \$ 8,000,000 | \$ - |
| Resilient Home Program | \$ 100,000,000 | \$ 4,000,000 | \$ 4,000,000 | \$ - | \$ - |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 |
| Resilient Communities Program | \$ 100,000,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | \$ 2,683,819 | \$ 3,452,808 | \$ 5,374,755 | \$ 7,387,255 |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | \$ 87,958,746 | \$ 110,698,841 | \$ 167,533,557 | \$ 227,046,057 |
| Remaining Funds | \$ 4,297,189,000 | \$ 3,628,265,670 | \$ 3,517,566,830 | \$ 3,350,033,273 | \$ 3,122,987,217 |

| Programs | Allocations | 2023 | | | |
|---|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ 13,829,085 | \$ 6,914,543 | \$ 5,070,665 | \$ - |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ 44,304,228 | \$ 22,152,114 | \$ 16,244,884 | \$ - |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ 42,895,534 | \$ 42,895,534 | \$ 107,238,836 | \$ 107,238,836 |
| Regional Mitigation Program | \$ 500,000,000 | \$ 75,000,000 | \$ 150,000,000 | \$ 75,000,000 | \$ 30,000,000 |
| HMGP: Supplemental | \$ 170,000,000 | \$ 25,500,000 | \$ 10,200,000 | \$ 8,500,000 | \$ - |
| Coastal Resiliency Program | \$ 100,000,000 | \$ 15,000,000 | \$ 6,000,000 | \$ 5,000,000 | \$ - |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Home Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 |
| Resilient Communities Program | \$ 100,000,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | \$ 7,737,760 | \$ 8,494,927 | \$ 7,756,153 | \$ 4,962,609 |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | \$ 237,410,985 | \$ 259,801,496 | \$ 237,954,916 | \$ 155,345,823 |
| Remaining Funds | \$ 4,297,189,000 | \$ 2,885,576,232 | \$ 2,625,774,736 | \$ 2,387,819,820 | \$ 2,232,473,997 |

| Programs | Allocations | 2024 | | | |
|---|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ - | \$ - | \$ - | \$ - |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ - | \$ - | \$ - | \$ - |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ 107,238,836 | \$ 107,238,836 | \$ 107,238,836 | \$ 107,238,836 |
| Regional Mitigation Program | \$ 500,000,000 | \$ 25,000,000 | \$ - | \$ - | \$ - |
| HMGP: Supplemental | \$ 170,000,000 | \$ - | \$ - | \$ - | \$ - |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Home Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 |
| Resilient Communities Program | \$ 100,000,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | \$ 4,787,609 | \$ 3,912,609 | \$ 3,912,609 | \$ 3,912,609 |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | \$ 150,170,823 | \$ 124,295,823 | \$ 124,295,823 | \$ 124,295,823 |
| Remaining Funds | \$ 4,297,189,000 | \$ 2,082,303,174 | \$ 1,958,007,351 | \$ 1,833,711,527 | \$ 1,709,415,704 |



| Programs | Allocations | 2025 | | | |
|---|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ - | \$ - | \$ - | \$ - |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ - | \$ - | \$ - | \$ - |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ 107,238,836 | \$ 107,238,836 | \$ 107,238,836 | \$ 107,238,836 |
| Regional Mitigation Program | \$ 500,000,000 | \$ - | \$ - | \$ - | \$ - |
| HMGP: Supplemental | \$ 170,000,000 | \$ - | \$ - | \$ - | \$ - |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Home Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 |
| Resilient Communities Program | \$ 100,000,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | \$ 3,912,609 | \$ 3,912,609 | \$ 3,912,609 | \$ 3,912,609 |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | \$ 124,295,823 | \$ 124,295,823 | \$ 124,295,823 | \$ 124,295,823 |
| Remaining Funds | \$ 4,297,189,000 | \$ 1,585,119,881 | \$ 1,460,824,058 | \$ 1,336,528,234 | \$ 1,212,232,411 |

| Programs | Allocations | 2026 | | | |
|---|-------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ - | \$ - | \$ - | \$ - |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ - | \$ - | \$ - | \$ - |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ 107,238,836 | \$ 85,791,069 | \$ 85,791,069 | \$ 85,791,069 |
| Regional Mitigation Program | \$ 500,000,000 | \$ - | \$ - | \$ - | \$ - |
| HMGP: Supplemental | \$ 170,000,000 | \$ - | \$ - | \$ - | \$ - |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Home Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 |
| Resilient Communities Program | \$ 100,000,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | \$ 3,912,609 | \$ 3,161,937 | \$ 3,178,012 | \$ 3,161,937 |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | \$ 124,295,823 | \$ 102,097,384 | \$ 102,113,459 | \$ 102,097,384 |
| Remaining Funds | \$ 4,297,189,000 | \$ 1,087,936,588 | \$ 985,839,204 | \$ 883,725,744 | \$ 781,628,360 |

| Programs | Allocations | 2027 | | | |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ - | \$ - | \$ - | \$ - |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ - | \$ - | \$ - | \$ - |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ 64,343,302 | \$ 64,343,302 | \$ 64,343,302 | \$ 64,343,302 |
| Regional Mitigation Program | \$ 500,000,000 | \$ - | \$ - | \$ - | \$ - |
| HMGP: Supplemental | \$ 170,000,000 | \$ - | \$ - | \$ - | \$ - |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Home Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 1,050,000 |
| Resilient Communities Program | \$ 100,000,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 3,500,000 |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | \$ 2,411,266 | \$ 2,066,799 | \$ 2,066,799 | \$ 2,066,799 |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | \$ 79,898,945 | \$ 79,554,479 | \$ 79,554,479 | \$ 79,554,479 |
| Remaining Funds | \$ 4,297,189,000 | \$ 701,729,415 | \$ 622,174,936 | \$ 542,620,458 | \$ 463,065,979 |



| Programs | Allocations | 2028 | | | |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ - | \$ - | \$ - | \$ - |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ - | \$ - | \$ - | \$ - |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ 42,895,534 | \$ 42,895,534 | \$ 42,895,534 | \$ 21,447,767 |
| Regional Mitigation Program | \$ 500,000,000 | \$ - | \$ - | \$ - | \$ - |
| HMGP: Supplemental | \$ 170,000,000 | \$ - | \$ - | \$ - | \$ - |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Home Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ 1,050,000 | \$ 1,050,000 | \$ 600,000 | \$ - |
| Resilient Communities Program | \$ 100,000,000 | \$ 3,500,000 | \$ 3,500,000 | \$ 2,000,000 | \$ - |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | \$ 1,423,366 | \$ 1,423,366 | \$ 1,364,866 | \$ 750,672 |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | \$ 57,463,278 | \$ 57,463,278 | \$ 55,454,778 | \$ 30,792,817 |
| Remaining Funds | \$ 4,297,189,000 | \$ 405,602,701 | \$ 348,139,422 | \$ 292,684,644 | \$ 261,891,827 |

| Programs | Allocations | 2029 | | | |
|---|-------------------------|----------------------|----------------------|----------------------|----------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ - | \$ - | \$ - | \$ - |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ - | \$ - | \$ - | \$ - |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ 21,447,767 | \$ 21,447,767 | \$ 21,447,767 | \$ 21,447,767 |
| Regional Mitigation Program | \$ 500,000,000 | \$ - | \$ - | \$ - | \$ - |
| HMGP: Supplemental | \$ 170,000,000 | \$ - | \$ - | \$ - | \$ - |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Home Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Communities Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | \$ 750,672 | \$ 750,672 | \$ 750,672 | \$ 750,672 |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | \$ 30,792,817 | \$ 30,792,817 | \$ 30,792,817 | \$ 30,792,817 |
| Remaining Funds | \$ 4,297,189,000 | \$ 231,099,010 | \$ 200,306,193 | \$ 169,513,376 | \$ 138,720,559 |



| Programs | Allocations | 2030 | | | |
|---|-------------------------|----------------------|----------------------|---------------------|---------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ - | \$ - | \$ - | \$ - |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ - | \$ - | \$ - | \$ - |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ 21,447,767 | \$ 21,447,767 | \$ - | \$ - |
| Regional Mitigation Program | \$ 500,000,000 | \$ - | \$ - | \$ - | \$ - |
| HMGP: Supplemental | \$ 170,000,000 | \$ - | \$ - | \$ - | \$ - |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Home Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Communities Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | \$ 643,433 | \$ 643,433 | \$ - | \$ - |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | \$ 30,685,578 | \$ 30,685,578 | \$ 8,594,378 | \$ 8,594,378 |
| Remaining Funds | \$ 4,297,189,000 | \$ 108,034,980 | \$ 77,349,402 | \$ 68,755,024 | \$ 60,160,646 |

| Programs | Allocations | 2031 | | | |
|---|-------------------------|---------------------|---------------------|---------------------|---------------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ - | \$ - | \$ - | \$ - |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ - | \$ - | \$ - | \$ - |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ - | \$ - | \$ - | \$ - |
| Regional Mitigation Program | \$ 500,000,000 | \$ - | \$ - | \$ - | \$ - |
| HMGP: Supplemental | \$ 170,000,000 | \$ - | \$ - | \$ - | \$ - |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Home Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Communities Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| State Project Delivery | \$ 128,915,670 | \$ - | \$ - | \$ - | \$ - |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 |
| Grand Total | \$ 4,297,189,000 | \$ 8,594,378 | \$ 8,594,378 | \$ 8,594,378 | \$ 8,594,378 |
| Remaining Funds | \$ 4,297,189,000 | \$ 51,566,268 | \$ 42,971,890 | \$ 34,377,512 | \$ 25,783,134 |



| Programs | Allocations | 2032 | | | |
|---|-------------------------|---------------------|---------------------|---------------------|-------------|
| | | Q1 | Q2 | Q3 | Q4 |
| 2015 Floods State Mitigation Competition | \$ 46,096,950 | \$ - | \$ - | \$ - | \$ - |
| 2016 Floods State Mitigation Competition | \$ 147,680,760 | \$ - | \$ - | \$ - | \$ - |
| Hurricane Harvey State Mitigation Competition | \$ 2,144,776,720 | \$ - | \$ - | \$ - | \$ - |
| Regional Mitigation Program | \$ 500,000,000 | \$ - | \$ - | \$ - | \$ - |
| HMGP: Supplemental | \$ 170,000,000 | \$ - | \$ - | \$ - | \$ - |
| Coastal Resiliency Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Housing Oversubscription Supplemental | \$ 400,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Home Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Hazard Mitigation Plans | \$ 30,000,000 | \$ - | \$ - | \$ - | \$ - |
| Resilient Communities Program | \$ 100,000,000 | \$ - | \$ - | \$ - | \$ - |
| Regional and State Planning | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ - |
| State Project Delivery | \$ 128,915,670 | \$ - | \$ - | \$ - | \$ - |
| State Administration | \$ 214,859,450 | \$ 4,297,189 | \$ 4,297,189 | \$ 4,297,189 | \$ - |
| Grand Total | \$ 4,297,189,000 | \$ 8,594,378 | \$ 8,594,378 | \$ 8,594,378 | \$ - |
| Remaining Funds | \$ 4,297,189,000 | \$ 17,188,756 | \$ 8,594,378 | \$ 0 | \$ 0 |

Figure 6-3: Projected Expenditures by Program

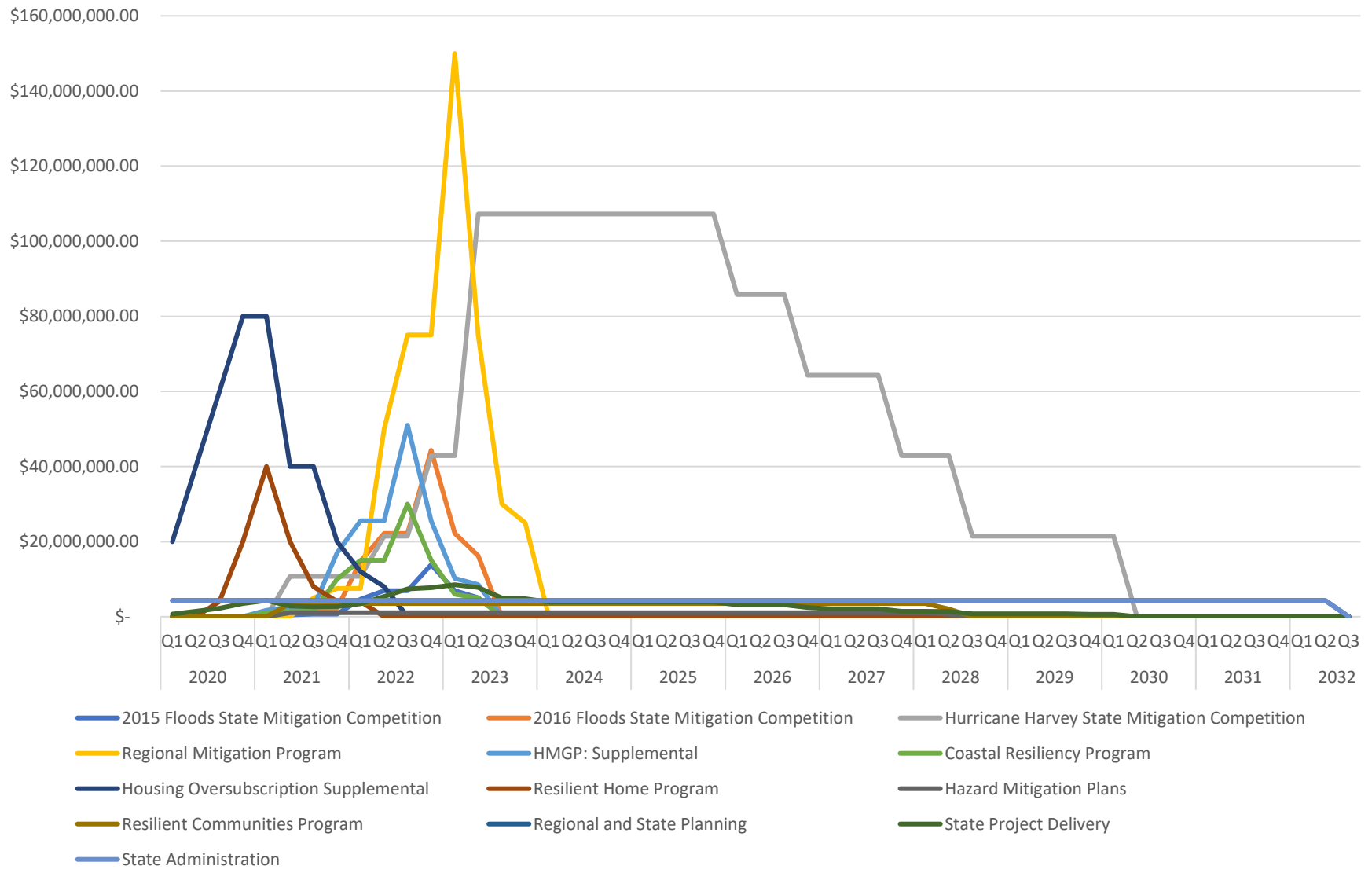


Figure 6-4: Remaining Funds Timeline

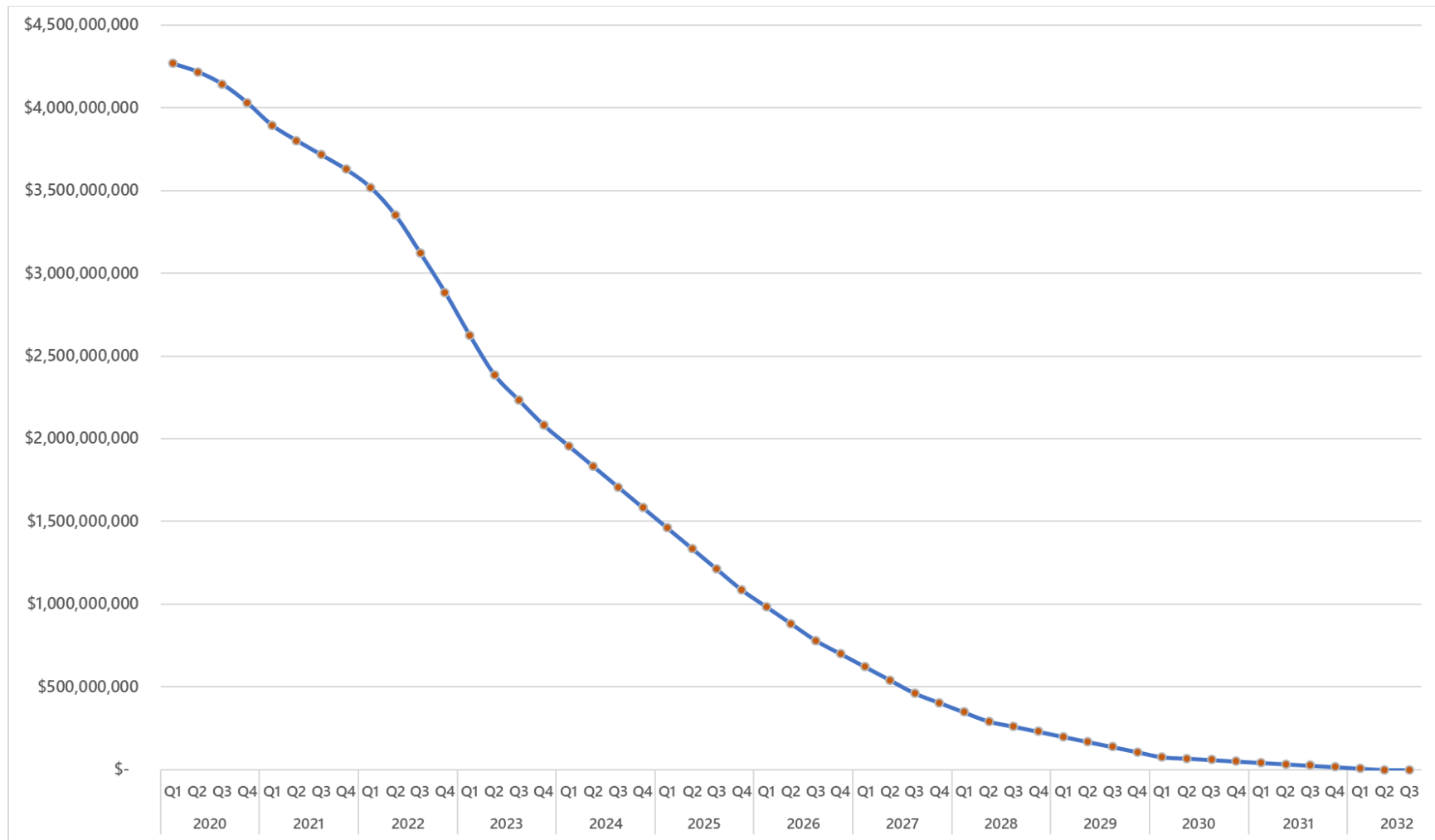
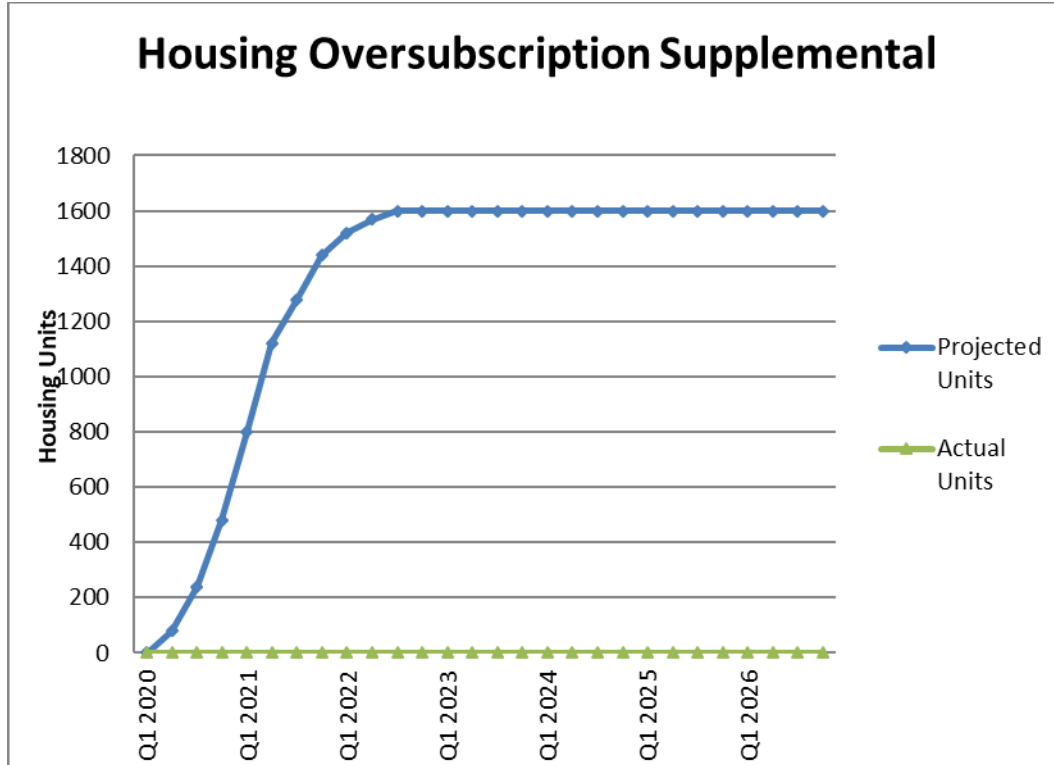


Figure 6-5: Housing Oversubscription Supplemental Projected Outcomes



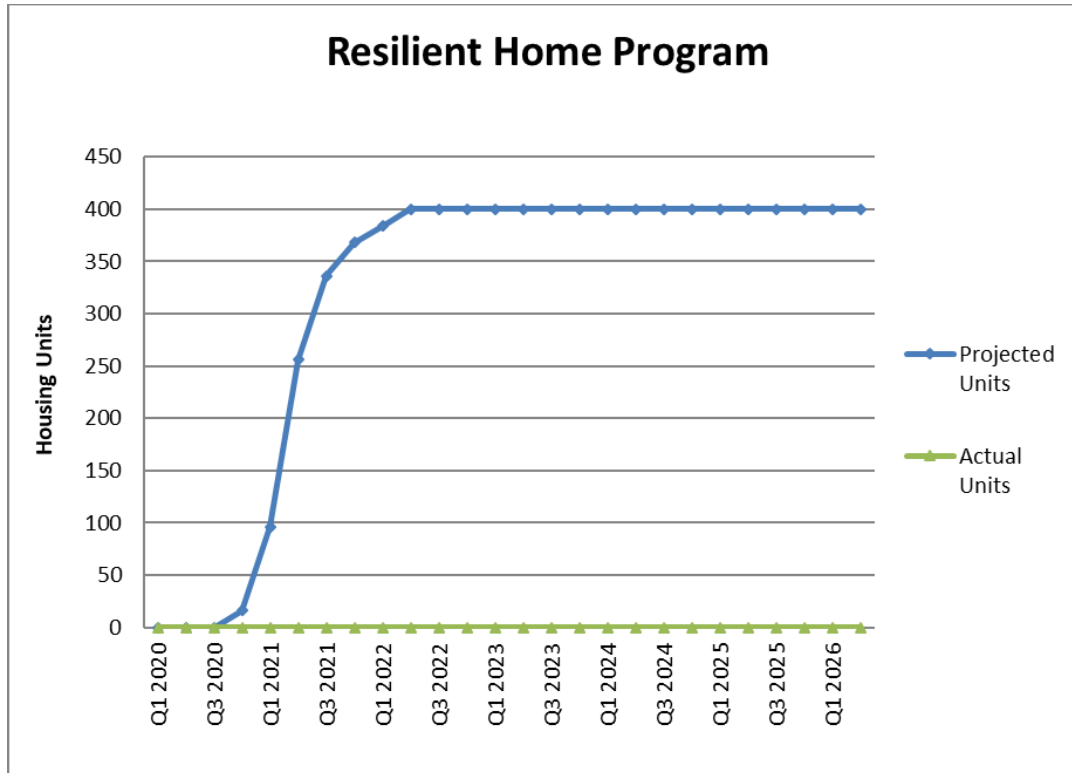
| Housing Oversubscription Supplemental | Q1 2020 | Q2 2020 | Q3 2020 | Q4 2020 |
|---|---------|---------|---------|---------|
| Projected Units | 0 | 80 | 240 | 480 |
| # of Housing Units (Quarterly Projection) | 0 | 80 | 160 | 240 |
| Actual Units | 0 | 0 | 0 | 0 |
| # of Housing Units (Populated from QPR Reporting) | 0 | | | |

| Housing Oversubscription Supplemental | Q1 2021 | Q2 2021 | Q3 2021 | Q4 2021 |
|---|---------|---------|---------|---------|
| Projected Units | 800 | 1120 | 1280 | 1440 |
| # of Housing Units (Quarterly Projection) | 320 | 320 | 160 | 160 |
| Actual Units | 0 | 0 | 0 | 0 |
| # of Housing Units (Populated from QPR Reporting) | | | | |

| Housing Oversubscription Supplemental | Q1 2022 | Q2 2022 | Q3 2022 | Q4 2022 |
|---|---------|---------|---------|---------|
| Projected Units | 1520 | 1568 | 1600 | 1600 |
| # of Housing Units (Quarterly Projection) | 80 | 48 | 32 | |
| Actual Units | 0 | 0 | 0 | 0 |
| # of Housing Units (Populated from QPR Reporting) | | | | |

| Housing Oversubscription Supplemental | Q1 2023 | Q2 2023 | Q3 2023 | Q4 2023 |
|---|---------|---------|---------|---------|
| Projected Units | 1600 | 1600 | 1600 | 1600 |
| # of Housing Units (Quarterly Projection) | | | | |
| Actual Units | 0 | 0 | 0 | 0 |
| # of Housing Units (Populated from QPR Reporting) | | | | |

Figure 6-6: Resilient Home Program Projected Outcomes



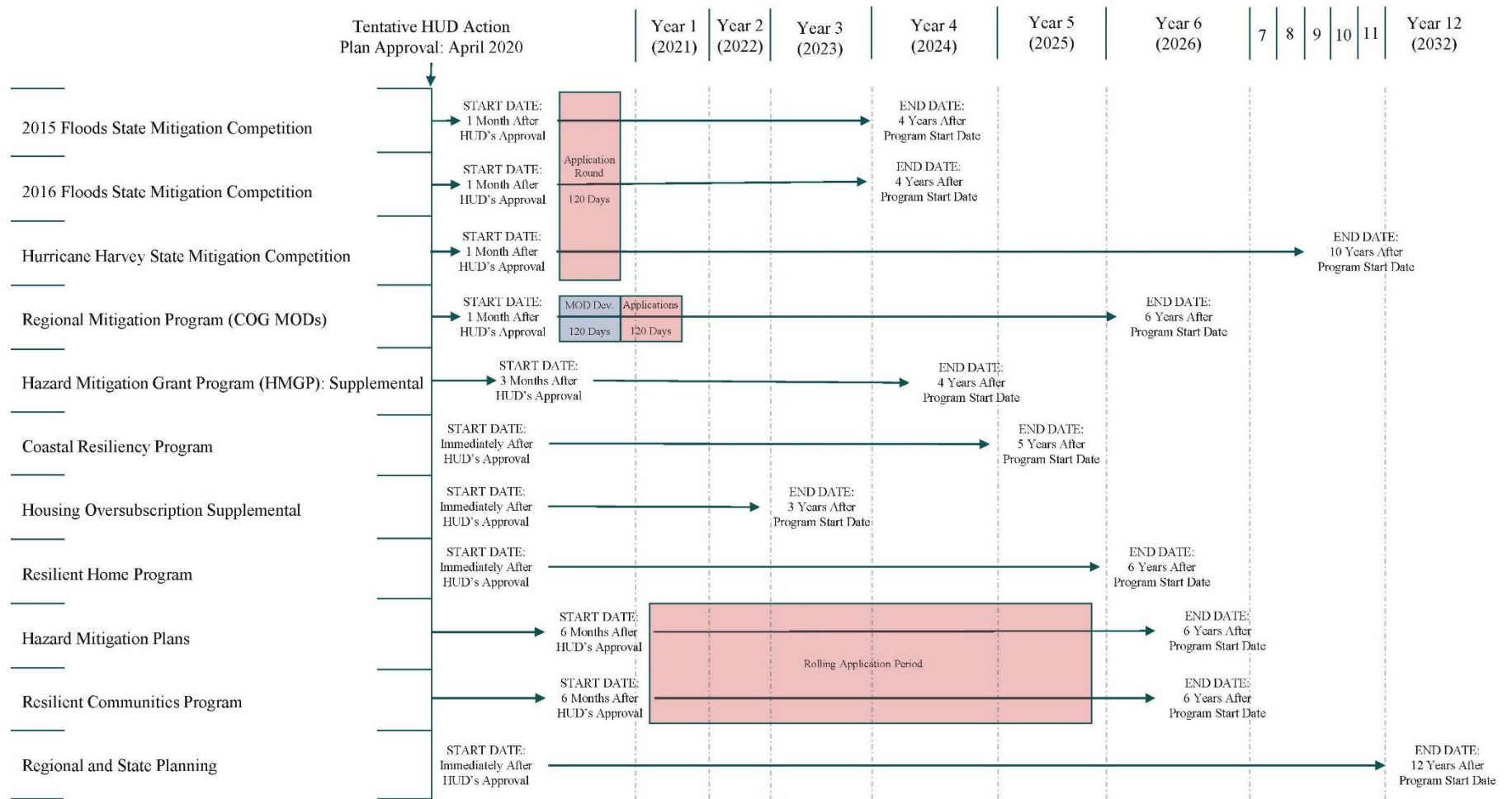
| Resilient Home Program | Q1 2020 | Q2 2020 | Q3 2020 | Q4 2020 |
|---|---------|---------|---------|---------|
| Projected Units | 0 | 0 | 0 | 16 |
| # of Housing Units (Quarterly Projection) | 0 | | | 16 |
| Actual Units | 0 | 0 | 0 | 0 |
| # of Housing Units (Populated from QPR Reporting) | 0 | | | |

| Resilient Home Program | Q1 2021 | Q2 2021 | Q3 2021 | Q4 2021 |
|---|---------|---------|---------|---------|
| Projected Units | 96 | 256 | 336 | 368 |
| # of Housing Units (Quarterly Projection) | 80 | 160 | 80 | 32 |
| Actual Units | 0 | 0 | 0 | 0 |
| # of Housing Units (Populated from QPR Reporting) | | | | |

| Resilient Home Program | Q1 2022 | Q2 2022 | Q3 2022 | Q4 2022 |
|---|---------|---------|---------|---------|
| Projected Units | 384 | 400 | 400 | 400 |
| # of Housing Units (Quarterly Projection) | 16 | 16 | | |
| Actual Units | 0 | 0 | 0 | 0 |
| # of Housing Units (Populated from QPR Reporting) | | | | |

| Resilient Home Program | Q1 2023 | Q2 2023 | Q3 2023 | Q4 2023 |
|---|---------|---------|---------|---------|
| Projected Units | 400 | 400 | 400 | 400 |
| # of Housing Units (Quarterly Projection) | | | | |
| Actual Units | 0 | 0 | 0 | 0 |
| # of Housing Units (Populated from QPR Reporting) | | | | |

Figure 6-7: Projected Program Timelines



6.4 Appendix E: Consultations – State of Texas

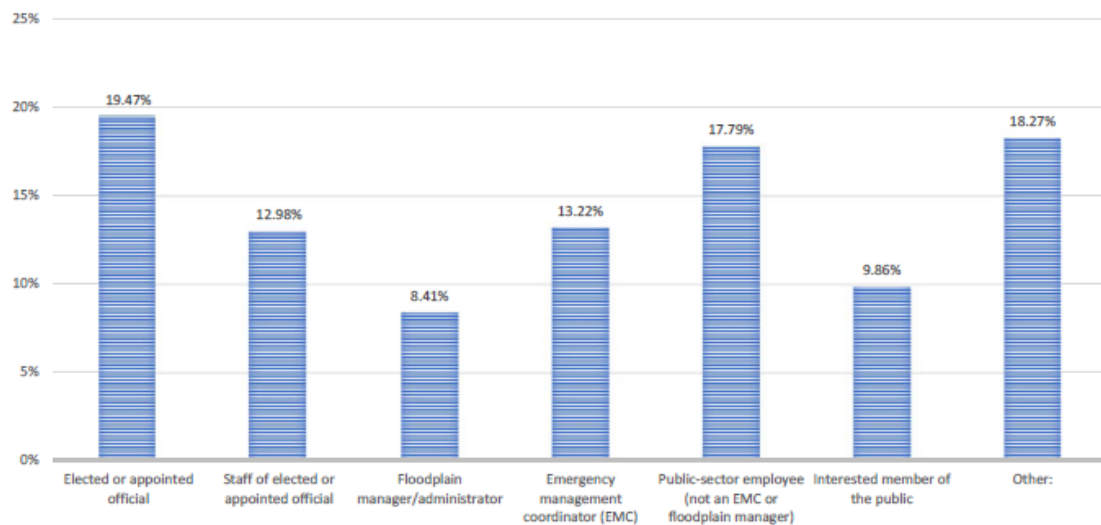
6.4.1 MITIGATION SURVEY

On February 20, 2019, the GLO launched a digital survey through the online service Survey Monkey to gauge the disaster recovery and mitigation needs of communities throughout the 140 eligible counties. Elected officials, representatives of local, regional, and state agencies, public housing representatives, private sector, and nonprofits focused on housing, disaster recovery, and the needs of low-income and vulnerable populations were contacted and encouraged to complete the survey. The survey was also announced on the GLO's recovery website, recovery.texas.gov, and was included in a two-page brochure that GLO staff distributed at stakeholder input sessions, public workshops, and conferences.

At the survey's end on September 20, 2019, a total of 416 respondents from across the state had provided valuable input. The results of the survey are included below in the following charts and graphs.

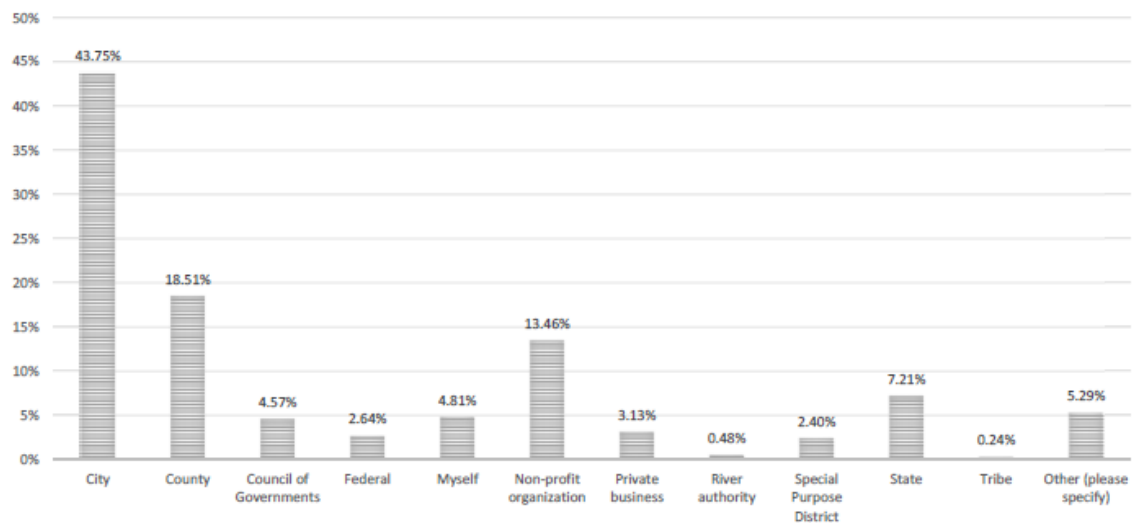
Q1: Which of the following best describes you?

Answered: 416 Skipped: 0



Q2: What type of entity do you represent?

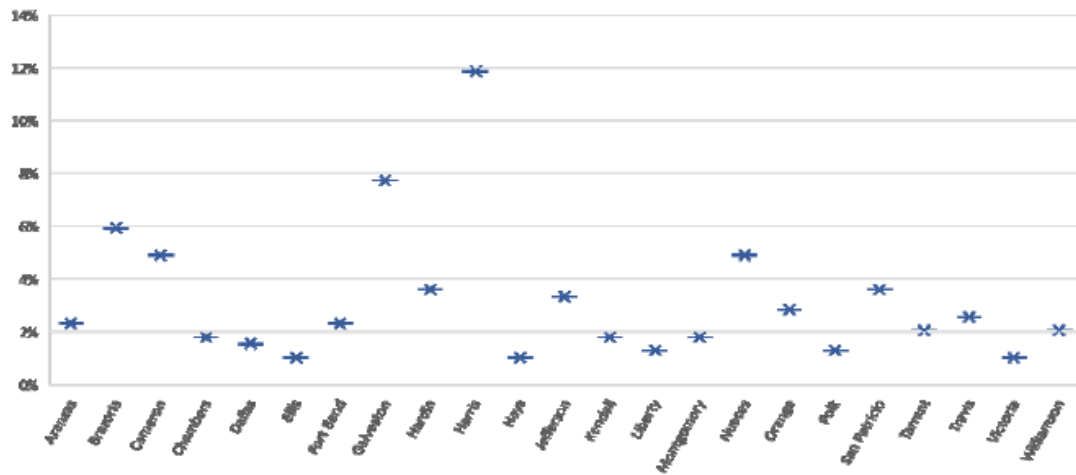
Answered: 416 Skipped: 0



Q3: Which county are you associated with?

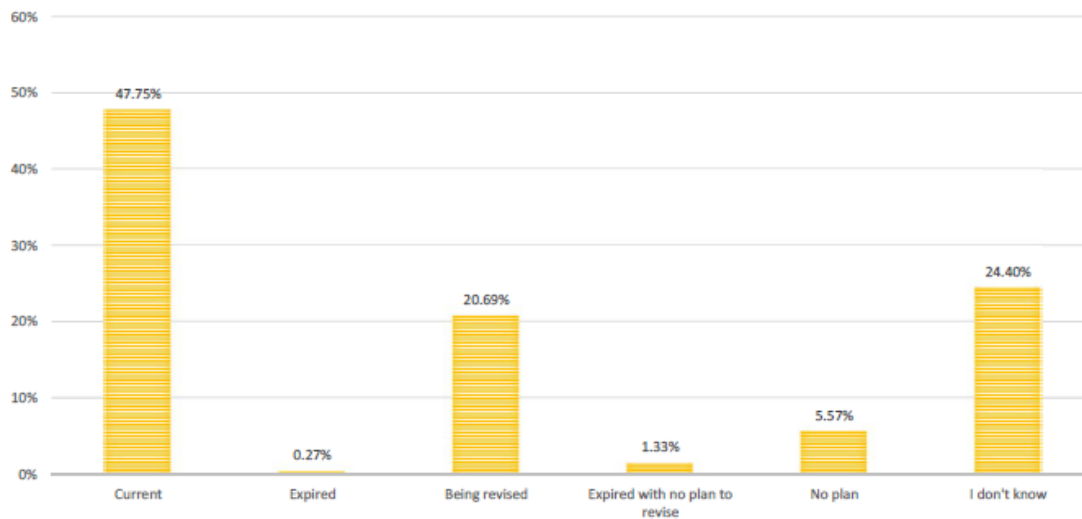
Answered: 388 Skipped: 28

(Minimum number of responses to register on chart: 4)



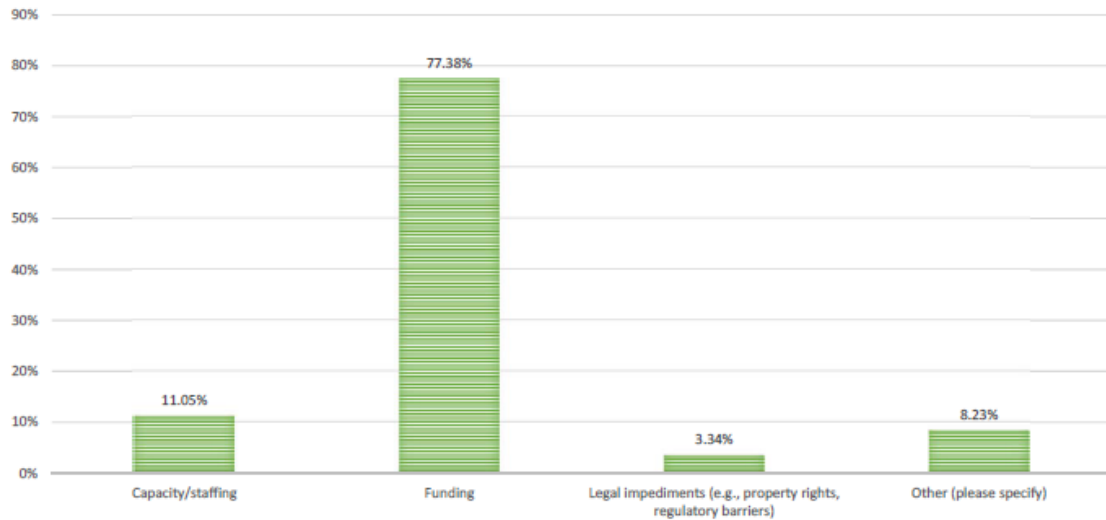
Q5: What is the current status of your community's Local Hazard Mitigation Plan?

Answered: 377 Skipped: 39



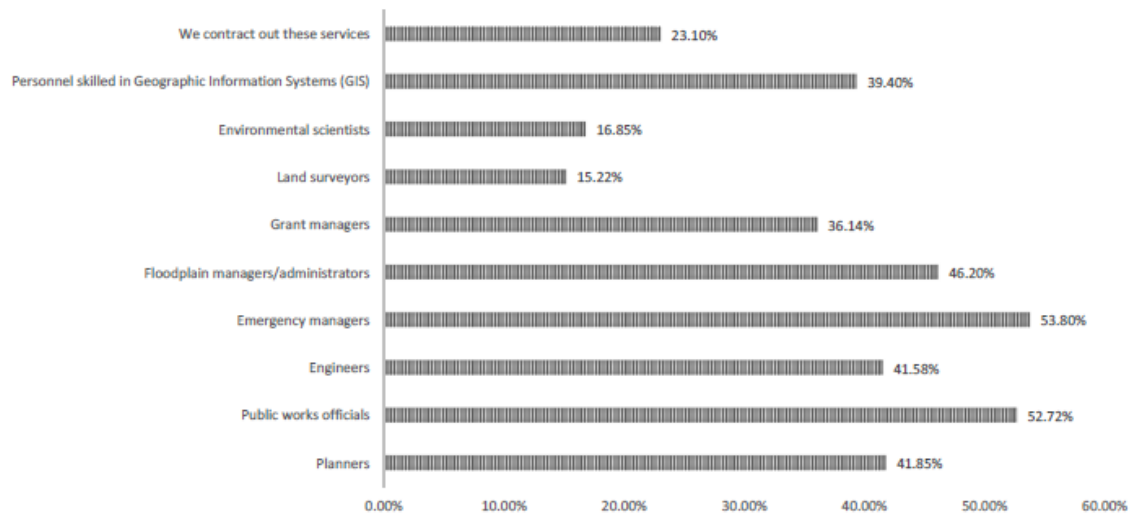
Q6: What is your biggest barrier to implementing hazard mitigation projects?

Answered: 389 Skipped: 27



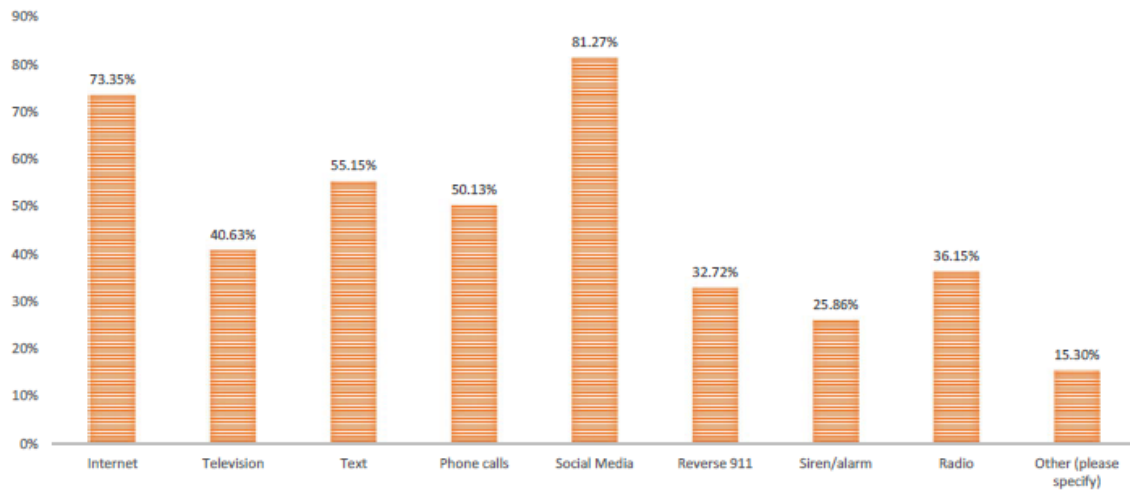
Q7: Please indicate which staff members your jurisdiction currently employs:

Answered: 368 Skipped: 48



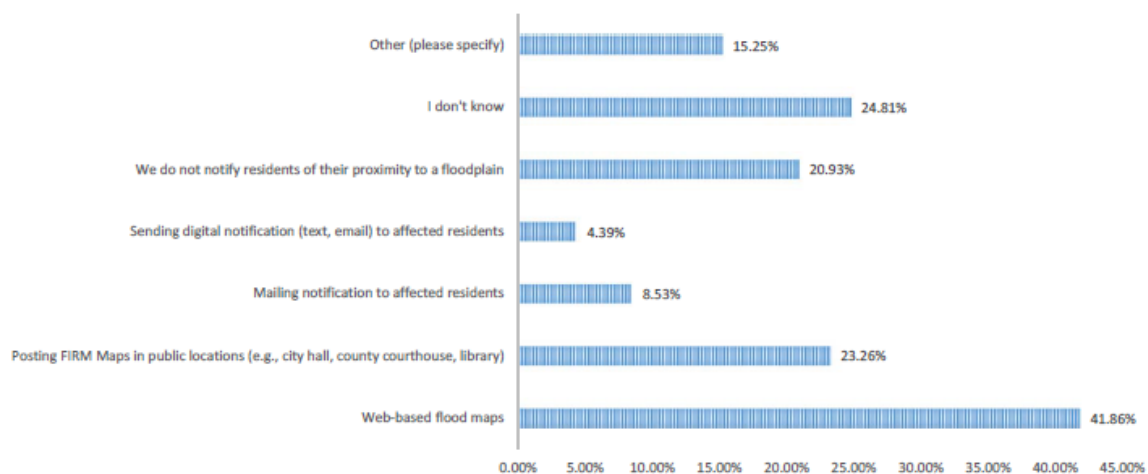
Q8: What methods does your jurisdiction use to communicate the threat of potential incoming natural hazards? [Select all that apply]

Answered: 379 Skipped: 37



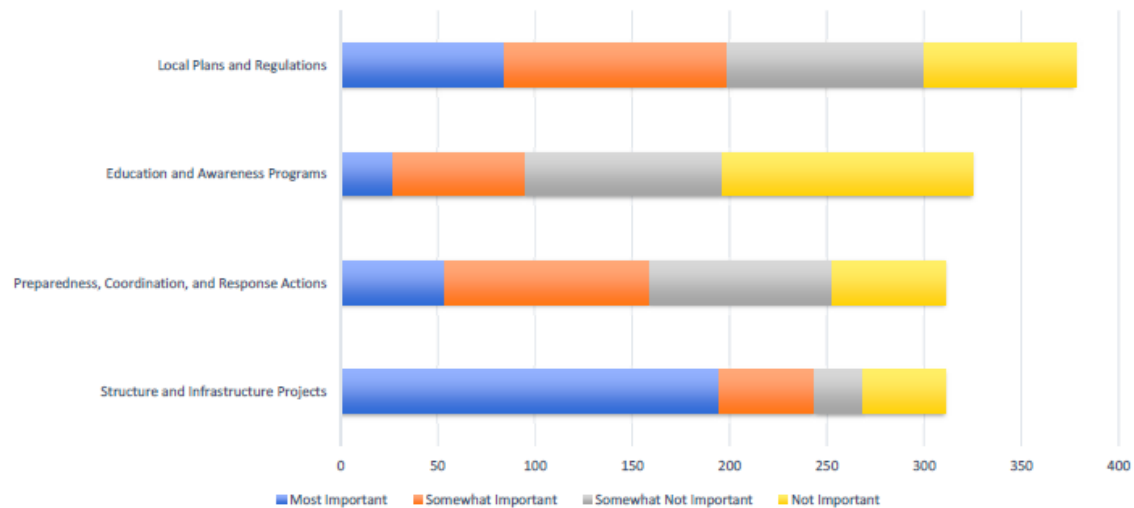
Q9: How does your community inform residents that their property is located in a FEMA-designated floodplain? [Select all that apply]

Answered: 387 Skipped: 29



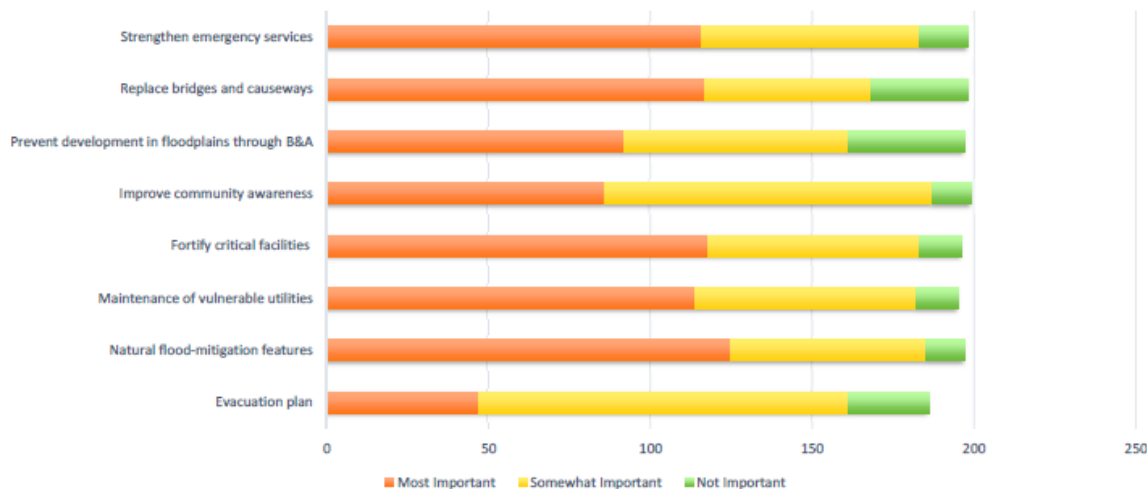
Q10: Taking into consideration your community's past experiences with natural hazards, please rate, on a scale from 1 to 4, your community's interested in pursuing the following activities:

Answered: 390 Skipped: 26



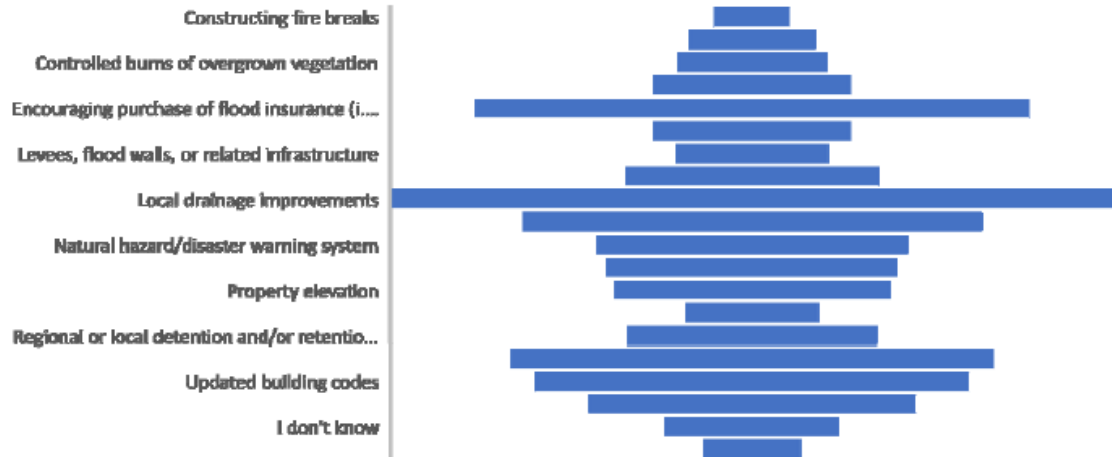
Q11: If additional, limited funding becomes available, please rate the following mitigation activities according to your community's current priorities:

Answered: 389 Skipped: 27



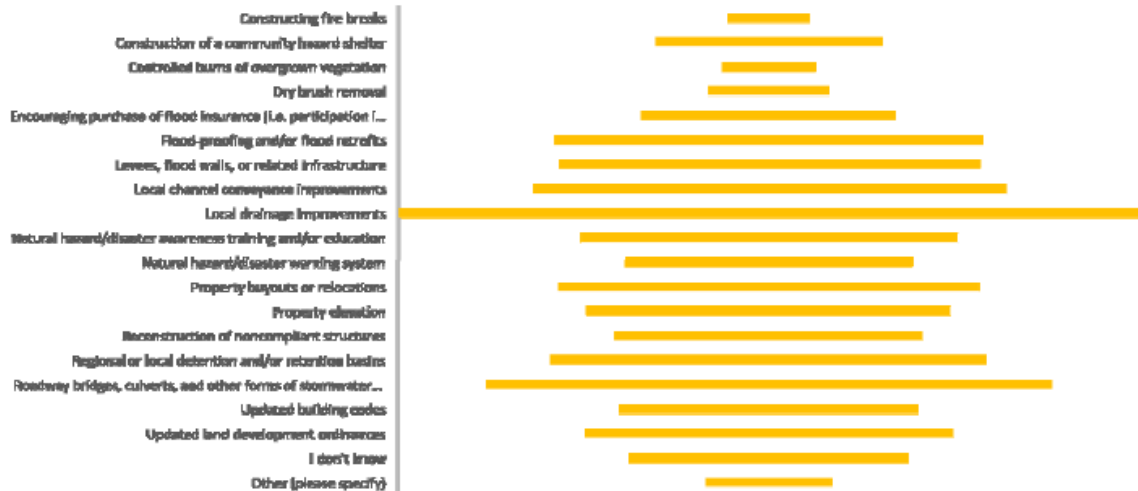
Q12: Which, if any, planning, mitigation, or protection activities has your community or jurisdiction implemented recently (i.e., in the past 5 years)? [Select all that apply]

Answered: 389 Skipped: 27



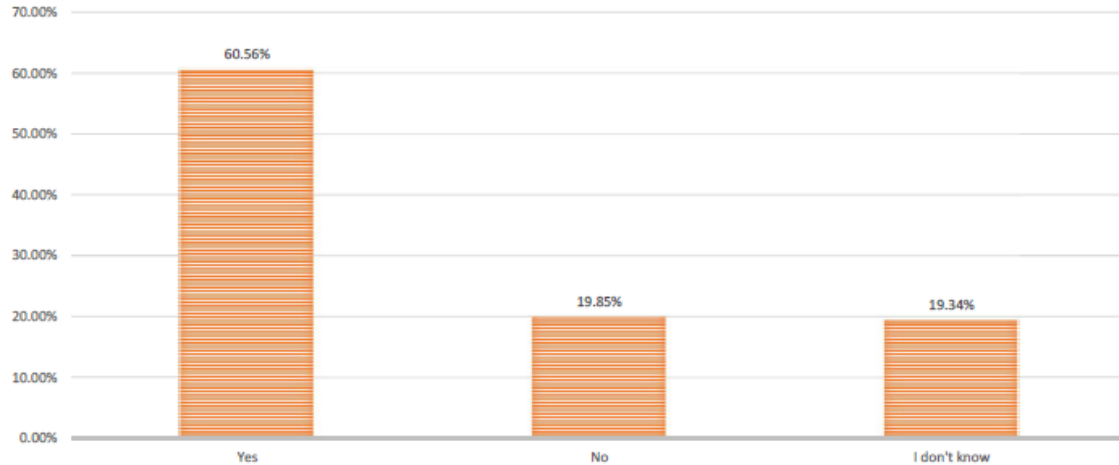
Q13: Which, if any, planning, mitigation, or protection activities has your community or jurisdiction identified as needed but not yet implemented? [Select all that apply]

Answered: 385 Skipped: 31



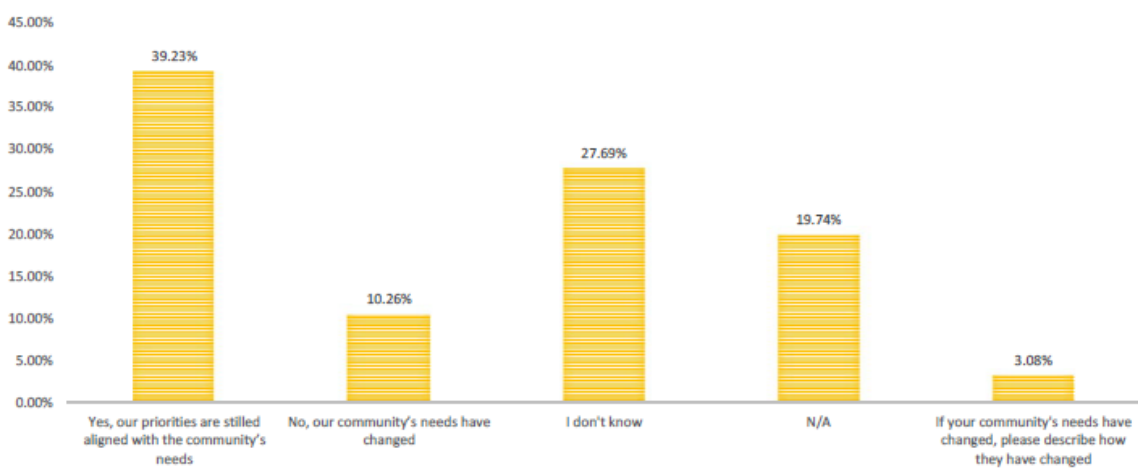
Q14: Are you currently, or have you in the past, coordinated with regional partners (neighboring communities and regional organizations such as councils of governments) to develop and implement hazard mitigation activities?

Answered: 393 Skipped: 23



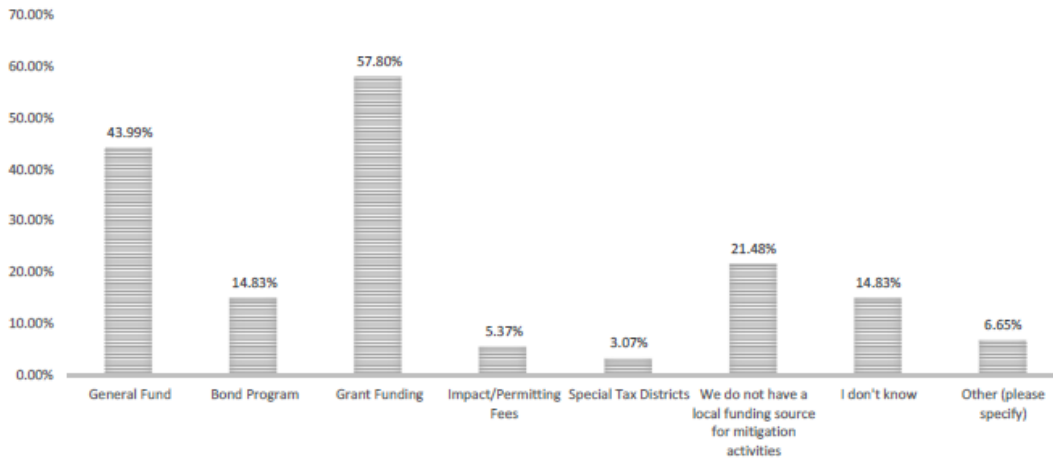
Q15: If your Local Hazard Mitigation Plan was completed prior to your community experiencing flooding in 2015–2017, are your prioritized mitigation activities still aligned with your community's needs?

Answered: 390 Skipped: 26



Q16: Which of the following describes your funding sources for natural hazard/disaster mitigation activities?
[Select all that apply]

Answered: 391 Skipped: 25





6.4.2 CONSULTATIONS

Table 6-3: 2019 GLO Mitigation Outreach Efforts

| Date | Meeting | Parties Represented | Purpose |
|------|--------------------------------------|---|--|
| 1/7 | CAPCOG Round Table | CAPCOG county and city officials | Discussed status of CDBG-DR programs and captured input on mitigation needs |
| 1/9 | State Agencies Program Discussion | FEMA, TDEM, TCEQ, TWDB, FEMA, SBA | Discussed status of CDBG-DR programs and captured input on mitigation needs |
| 1/10 | Jasper County | DETCOG counties | Discussed Hurricane Harvey Recovery |
| 1/22 | GCRPC | Various local officials | Discussed Hurricane Harvey progress and needs |
| 1/22 | Aransas County Brief | Various county and city officials | Discussed Hurricane Harvey progress and needs |
| 1/30 | Senate Finance Hearing | Members and public | Provided updates on Hurricane Harvey progress, funding, and timelines |
| 2/1 | Housing Work Group | Various members of the housing community | Provided updates on Hurricane Harvey progress, funding, and timelines |
| 2/4 | TRO Production Meeting | Federal and state agencies | Discussed Hurricane Harvey status, update on Mitigation funds |
| 2/4 | Elected Officials Call | County, city, state, and federal official | Hurricane Harvey Brief |
| 2/7 | Capitol Brief | Various state elected officials | Provided updates on Hurricane Harvey progress, funding, and timelines |
| 2/12 | Housing Appropriations | Various state elected officials | Provided updates on Hurricane Harvey progress, funding, and timelines |
| 2/14 | GLO 101 | Various state elected officials | Provided updates on Hurricane Harvey progress, funding, and timelines |
| 2/19 | Texas Silver Jackets Call | USACE | Discussed role of Texas Silver Jackets, CDBG-MIT funding |
| 2/20 | USACE Call | USACE, TxDOT, GLO | Discussed TxFRAT and GLO programs |
| 3/5 | Texas State Mitigation Partners | FEMA, SHMO, TDEM, TWDB | Promoted upcoming mitigation grant, discussed HMGP and FMA |
| 3/6 | TWICC Meeting | TWDB, US EPA, TDA, TPUC, USACE, TRWA, USDA, Texas Secretary of State, TML, TCEQ | Discussed CDBG-MIT funding, need for outreach and communication across the state |
| 3/7 | HGAC Brief | Various county and city officials | Discussed Hurricane Harvey progress and needs |
| 3/8 | SETRPC Brief | Various county and city officials | Discussed Hurricane Harvey progress and needs |
| 3/11 | Senate Water & Rural Affairs Hearing | Various state elected officials | Provided updates on Hurricane Harvey progress, funding, and timelines |



| Date | Meeting | Parties Represented | Purpose |
|-----------|--|---|---|
| 3/18 | Senate Intergovernmental Affairs | Various state elected officials | Provided updates on Hurricane Harvey progress, funding, and timelines |
| 3/25 | Senate Intergovernmental Affairs | Various state elected officials | Provided updates on Hurricane Harvey progress, funding, and timelines |
| 4/1 | Elected Officials Call | County and city officials | Hurricane Harvey Brief |
| 4/4 | Security and Sustainability Forum | National Webinar | Provided insight and best practices of the GLO's programs tied to CDBG-DR and CDBG-MIT |
| 4/8 | Brazoria County | Various county and city officials | Hurricane Harvey Brief |
| 4/8 | Fort Bend & Galveston Counties Brief | Various county and city officials | Hurricane Harvey Brief |
| 4/10 | Disaster Recovery Managers - EDA Monthly Call | Disaster recovery managers from all Harvey impacted COGs, EDA | Updates on CDBG-MIT funding |
| 4/11 | Texas Recovery Interagency Project Funding Group (TRIP) Call | FEMA, TPW, THC, EDA, EDA-RD, TWDB, TDA, TDEM | Promoted awareness of upcoming mitigation grant, GLO mitigation survey, knowledge of HUD mitigation grant (timeline, allocation amounts per disaster) |
| 4/15-4/18 | Texas Emergency Management Conference | Representatives of local, regional, and state government | Promoted awareness of upcoming mitigation grant, GLO mitigation survey, knowledge of HUD mitigation grant (timeline, allocation amounts per disaster) |
| 4/22 | Global Match Working Group | Various state and federal officials | Hurricane Harvey Brief |
| 4/24 | AACOG Stakeholder Outreach | County judges, emergency management coordinators, and city administrators | Promoted awareness of upcoming mitigation grant, GLO mitigation survey, knowledge of HUD mitigation grant (timeline, allocation amounts per disaster) |
| 4/24 | GCRPC Stakeholder Outreach | County judges, emergency management coordinators, and city administrators | Promoted awareness of upcoming mitigation grant, GLO mitigation survey, knowledge of HUD mitigation grant (timeline, allocation amounts per disaster) |
| 4/25 | Senate Intergovernmental Affairs | Various state elected officials | Updates on Hurricane Harvey progress, funding, and timelines |
| 4/25 | UT Law School Land Use Conference | Land use attorneys at UT Law School | Discussed when and if to rebuild after disasters |
| 4/25 | DETCOG Stakeholder Outreach | County judges, emergency management coordinators, and city administrators | Promoted awareness of upcoming mitigation grant, GLO mitigation survey, knowledge of HUD mitigation grant (timeline, allocation amounts per disaster) |
| 4/26 | CBCG Stakeholder Outreach | County judges, emergency management coordinators, and city administrators | Promoted awareness of mitigation grant, discussed local current mitigation strategies |



| Date | Meeting | Parties Represented | Purpose |
|-----------|--|---|---|
| 4/26 | City of Houston | Housing and Community Development Department staff | Discussed upcoming mitigation grant |
| 4/29-4/30 | CHARM Workshop | Local community leaders from in around Refugio County | Presented on the upcoming CDBG-MIT Funds |
| 5/1 | CAPCOG Stakeholder Outreach | County judges, emergency management coordinators, and city administrators | Promoted awareness of mitigation grant, discussed local current mitigation strategies |
| 5/1 | Texas A&M Agricultural Extension | Service email to all counties in Texas | Promoted awareness of mitigation grant, discussed local current mitigation strategies |
| 5/2 | Email to Non-Harvey Impacted COG Executive Directors | Service email to all counties | Promoted awareness of mitigation grant, discussed local current mitigation strategies |
| 5/3 | ETCOG Conference Call | ETCOG staff, GLO-CDR Policy Development team | Promoted awareness of mitigation grant, discussed local current mitigation strategies |
| 5/6 | Elected Officials Call | County and city officials | Hurricane Harvey Brief |
| 5/6 | H-GAC Conference Call | HGAC staff, GLO-CDR Policy Development team | Promoted awareness of mitigation grant, discussed local current mitigation strategies |
| 5/7 | Cameron County Parks Department Call | Cameron County Parks staff (Joe Vega), GLO-CDR Policy Development team | Promoted awareness of mitigation grant, discussed local current mitigation strategies |
| 5/7 | SPAG Call | SPAG staff (Tommy Murillo), GLO-CDR Policy Development team | Promoted awareness of mitigation grant, discussed local current mitigation strategies |
| 5/7 | STDCCOG Conference Call | STDCCOG staff (Juan Rodriguez), GLO-CDR Policy Development team | Promoted awareness of mitigation grant, discussed local current mitigation strategies |
| 5/8 | BVCOG Stakeholder Outreach | County judges, emergency management coordinators, and city administrators | Promoted awareness of upcoming mitigation grant, GLO mitigation survey, knowledge of HUD mitigation grant-timeline, allocation amounts per disaster |
| 5/9 | HCTCOG Conference Call | HCTCOG homeland security and emergency management staff | Promoted awareness of upcoming mitigation grant, GLO mitigation survey, knowledge of HUD mitigation grant-timeline, allocation amounts per disaster |
| 5/9 | NCTCOG Conference Call | North Central Texas COG emergency preparedness supervisor | Answered questions regarding the upcoming mitigation grant and mitigation survey |
| 5/10 | PRPC Conference Call | PRPC homeland security coordinator and emergency management coordinator | Answered questions regarding the upcoming mitigation grant and mitigation survey |



| Date | Meeting | Parties Represented | Purpose |
|-----------|---|--|---|
| 5/13 | City of Roma Call | Representative from the City of Roma | Answered questions regarding the upcoming mitigation grant and mitigation survey |
| 5/15 | Texas Recovery Office Integrated Recovery Coordination Partner Call | Federal, state, and nonprofit staff and local officials | Promoted awareness of upcoming mitigation grant, GLO mitigation survey, knowledge of HUD mitigation grant-timeline, allocation amounts per disaster |
| 5/15 | SETRPC Stakeholder Outreach | Representatives of local governments - county judges, emergency management coordinators, and city administrators | Promoted awareness of upcoming mitigation grant, GLO mitigation survey, knowledge of HUD mitigation grant-timeline, allocation amounts per disaster |
| 5/17 | NCTCOG Call - Follow Up | Staff from the NCTCOG | Discussed information on CDBG-MIT funds and potential eligible activities |
| 5/20-5/21 | Harvey Readiness for Resilience Workshop | Community leaders, stakeholders, and technology partners | Discussed post-Harvey regional project directions and funding opportunities |
| 5/21 | HGAC Stakeholder Outreach | County judges, emergency management coordinators, and city administrators | Promoted awareness of upcoming mitigation grant, GLO mitigation survey, knowledge of HUD mitigation grant-timeline, allocation amounts per disaster |
| 5/22 | BVCCOG Stakeholder Outreach | Representatives of local governments within BVCOG service area including emergency management coordinators | Promoted awareness of upcoming mitigation grant, GLO mitigation survey, knowledge of HUD mitigation grant-timeline, allocation amounts per disaster |
| 5/23 | U.S. Green Building Council | Council Staff | Discussed resilience and disaster preparedness |
| 5/23 | CTCOG Stakeholder Outreach | County judges, emergency management coordinators, and city administrators | Promoted awareness of CDBG-MIT funding, participation in the GLO mitigation survey, GLO role in administering CDBG-DR grants |
| 5/23 | TWICC | TWDB, US EPA, TDA, TPUC, USACE, TRWA, USDA, Texas Secretary of State, TML, TCEQ | Presented on CDBG-MIT funding, provided emphasis on the need for outreach |
| 5/21-5/24 | UT Rio Grande Valley Stormwater Conference | Hidalgo, Cameron, and Willacy Counties | Discussed possible uses of CDBG-MIT funds |
| 6/4 | Texas Citizen Planner Workshop-Galveston County | Representatives from local governments in Galveston County, TAMU AgriLife staff | Promoted awareness of mitigation grant, participation in the mitigation survey, GLO-CDR role in administering CDBG-DR grants |
| 6/6 | TARC-Austin | Executive Directors of Texas Regional Councils | Promoted awareness of mitigation grant, participation in the mitigation survey, GLO-CDR role in administering CDBG-DR grants |
| 6/7 | Disaster Impact Task Force | Various state agencies, COGs, and local elected officials | Discussed possible uses of CDBG-MIT funds |



| Date | Meeting | Parties Represented | Purpose |
|------|--|--|---|
| 6/12 | Inaugural 2019 Interstate Summit | Representatives of state and local governments from Texas, Louisiana, Arkansas, and Mississippi | Participated in summit addressing flooding challenges across jurisdictions and align state efforts across state boundaries |
| 6/14 | Calhoun County Meeting | Various County and City officials | Discussed Hurricane Harvey progress and needs |
| 6/19 | USACE & InFRM Coordination | UT Center for Space Research, USACE, FEMA, USGS, NWS | Discussed state and regional planning efforts related to recovery and mitigation |
| 6/24 | EPA Urban Waters Harvey Resiliency Workshop | Representatives from state and local governments | Attended workshop on funding streams related to recovery and mitigation |
| 6/27 | Texas Citizen Planner Workshop - Rockport | Representatives from local governments - Aransas, Nueces, and San Patricio county area, TAMU AgriLife staff, CBCOG staff | Promoted awareness of CDBG-MIT funding. participation in the GLO mitigation survey, GLO role in administering CDBG-DR grants |
| 6/27 | Texas Citizen Planner Workshop - Cameron County | Representatives from local governments -Cameron county area, TAMU AgriLife staff, and other city and state agencies. | Promoted awareness of CDBG-MIT funding. participation in the GLO mitigation survey, GLO role in administering CDBG-DR grants |
| 7/8 | NCTCOG Mitigation Congressional Roundtable | NCTCOG, congressional representatives- North Central Texas Area, TWDB, TxDOT, HUD, | Discussed efforts being undertaken by North Central Texas regarding flood mitigation and presented on upcoming CDBG-MIT funding |
| 7/8 | Hidalgo and Cameron Counties | County Officials | Discussed flooding and possible uses of upcoming CDBG-DR and MIT funds |
| 7/9 | Readiness for Resiliency - Houston | Local governments – H-GAC, private sector entities, and Texas AgriLife staff | Promoted awareness of CDBG-MIT funding. participation in the GLO mitigation survey, GLO role in administering CDBG-DR grants |
| 7/11 | Readiness for Resiliency - Port Aransas | Representatives from local governments- Coastal Bend area, private sector entities, and Texas AgriLife staff | Promoted awareness of CDBG-MIT funding. participation in the GLO mitigation survey, GLO role in administering CDBG-DR grants |
| 7/11 | Interagency Coordination Meeting | TDA, TCEQ, TDEM, TPWD, TWDB, GLO | Discussed uses of multiple funding sources for flood mitigation |
| 7/16 | Capital Area Regional Flood Management Planning Workshop | CAPCOG, US EPA, FEMA, floodplain administrators | Presented on CDBG-MIT funding |



| Date | Meeting | Parties Represented | Purpose |
|----------|--|--|--|
| 7/16 | BVCOG Economic Disaster Resiliency Workshop | Representatives from local governments, BVCOG staff, representatives from local and federal government | Promoted awareness of CDBG-MIT funding, participation in GLO mitigation survey, GLO role in administering CDBG-DR grants |
| 7/17 | TDEM/GLO Mitigation Meeting | TDEM and the GLO | Discussed alignment of CDBG-MIT funding and FEMA HMGP, PDM, and enhanced hazard mitigation plan |
| 7/17 | TRO Coordination Partner Call | FEMA, TPW, THC, UE EDA, US EDA - RD, TWDB, TDA, TDEM | Discussed recovery and mitigation efforts |
| 7/18 | GLO/ NPS Meeting | NPS, FEMA, and GLO | Discussed NPS's programs tied to recovery and mitigation in Texas |
| 7/22 | NCTCOG Transportation Director Meeting | NCTCOG and GLO | Discussed NCTCOG's flood planning efforts |
| 7/23 | FEMA Region 6 - Denton | FEMA, TDEM, and Non-Profit staff | Promoted awareness of CDBG-MIT funding, participation in GLO mitigation survey, GLO role in administering CDBG-DR grants |
| 7/24 | TWICC | TWDB, US EPA, TDA, TPUC, USACE, TRWA, USDA, Texas Secretary of State, TML, TCEQ | Presented on CDBG-MIT funding |
| 8/6 | LRGVDC Conference Call | LRGVDC Staff | Answered questions regarding upcoming mitigation grant and survey |
| 8/8 | Montgomery/ Galveston Counties | County and City Officials | Discussed upcoming mitigation funding opportunities |
| 8/12 | TIGR Training | 2015 Floods, 2016 Floods, and Hurricane Harvey subrecipients | Discussed upcoming mitigation funding opportunities |
| 8/13 | State Mitigation Partners Summit | Various state agency officials | Discussed regional floodplain initiatives |
| 8/21 | Texas State Hazard Mitigation Team | SHMO, TDEM, TCEQ, Texas A&M Forest Service, Texas State Climatologist, and TWDB | Updates on CDBG-MIT funds, HMGP and BRIC update, state agencies updates, and Coastal Resiliency Plan |
| 8/23 | State Mitigation Partners Coordination Symposium | SHMO, TDEM, TWDB, and FEMA | Discussed state flood planning initiatives, mitigation programs, opportunities to maximize mitigation funding streams |
| 8/26 | Texas Hurricane Season Talk | General public | Facebook Live discussion on hurricane season in Texas: how to be ready, recover, and mitigation activities |
| 8/26 | Hurricane Harvey in Review | Coastal Bend Officials | Discussed Hurricane Harvey progress and needs |
| 9-4/ 9-5 | TAC Conference | Texas county officials and staff | Overview of CDBG-MIT Federal Register notice and rules and regulations |



| Date | Meeting | Parties Represented | Purpose |
|-------|---|---|---|
| 9/6 | GLO-CDR Mitigation Webinar | Eligible communities, public housing authorities, flood and drainage districts, Indian tribes, private sector | Discussed CDBG-MIT notice and regulations tied to Texas allocation |
| 9/10 | FEMA Mitigation Bootcamp | FEMA and State Mitigation Coordinators | Presented on CDBG-MIT funding and Coastal Resiliency Master Plan |
| 9/13 | Meeting with Federal and State Agencies | Federal and state agencies active in disaster recovery and mitigation | Overview of the CDBG-MIT Federal Register notice, provided an overview of planning activities underway and proposed |
| 9/16 | Mitigation Planning Outreach | Federal and state agencies active in disaster recovery and mitigation | Overview of the CDBG-MIT Federal Register notice, provided an overview of planning activities underway and proposed |
| 9/26 | Mitigation Public Hearing-Austin | General public | Overview of CDBG-MIT Federal Register notice and rules and regulations, accepted oral and written public comments |
| 10/1 | Mitigation Public Hearing-Beaumont | General public | Overview of CDBG-MIT Federal Register notice and rules and regulations, accepted oral and written public comments |
| 10/2 | Mitigation Public Hearing- Corpus Christi | General public | Overview of CDBG-MIT Federal Register notice and rules and regulations, accepted oral and written public comments |
| 10/4 | Texas Municipal League | City officials and staff | Overview of CDBG-MIT Federal Register notice and rules and regulations, accepted oral and written public comments |
| 10/9 | Elected Officials Call | County, city, state, and federal officials | Hurricane Harvey and CDBG-MIT Brief |
| 11/7 | Interagency Mitigation Funding Group | SHMO, TDEM, TCEQ, Texas A&M Forest Service, and TWDB | Hurricane Harvey and CDBG-MIT Brief |
| 11/13 | Texas State Hazard Mitigation Team | SHMO, TDEM, TCEQ, Texas A&M Forest Service, Texas State Climatologist, and TWDB | Hurricane Harvey and CDBG-MIT Brief |
| 11/19 | HGAC Board of Directors Meeting | County and City Officials | Overview of CDBG-MIT Federal Register notice and rules and regulations, accepted oral and written public comments |
| 11/21 | COGs & TARC Conference Call | TARC and COG executive directors and staff | Overview of CDBG-MIT Action Plan |
| 12/2 | Mitigation Public Hearing - Rockport (Aransas County) | General public | Overview of CDBG-MIT Action Plan, accepted oral and written public comments |
| 12/4 | Texas Water Infrastructure Coordination Committee (TWICC) | TWDB, US EPA, TDA, TPUC, USACE, TRWA, USDA, Texas Secretary of State, TML, TCEQ | Overview of CDBG-MIT Action Plan |
| 12/9 | Mitigation Public Hearing - Dallas (Dallas County) | General public | Overview of CDBG-MIT Action Plan, accepted oral and written public comments |



| Date | Meeting | Parties Represented | Purpose |
|--------|--|--|---|
| 12/10 | Mitigation Public Hearing - Weslaco (Hidalgo County) | General public | Overview of CDBG-MIT Action Plan, accepted oral and written public comments |
| 12/11 | Mitigation Public Hearing - Houston (Harris County) | General public | Overview of CDBG-MIT Action Plan, accepted oral and written public comments |
| 12/17 | Elected Officials Call | County, city, state, and federal officials | Hurricane Harvey and CDBG-MIT Brief |
| 1/9/20 | Mitigation Public Hearing - Jasper (Jasper County) | General public | Overview of CDBG-MIT Action Plan, accepted oral and written public comments |

6.5 Appendix F: Regional Methods of Distribution

6.5.1 COUNCIL OF GOVERNMENTS METHOD OF DISTRIBUTION METHODOLOGY

In order to determine the distribution funds for the COG MOD program for counties impacted by Hurricane Harvey, the GLO designed an allocation methodology that accounts for risks to natural hazards, social vulnerability, financial capacity, and population. These four factors form the basis for a weighted sum model that results in a final relative factor that determines the amount of funds to be allocated to each eligible county. Throughout this discussion it should be noted that HUD MID and State MID allocations are split, with 80 percent of funds going towards HUD MID areas, and 20 percent going to State MID areas; as a result, the calculations described below were performed separately for HUD MID and State MID areas. This section of the appendices explains the rationale for the use of each factor, the source of data for that factor, and the calculations performed to generate the MOD.

6.5.1.1 *Composite Disaster Index (CDI)*

As described in State Mitigation Needs Assessment, the CDI was developed by the Center for Space Research at UT Austin using seven different representations of historical data selected to document the distribution of natural hazard damage across Texas' 254 counties: (1) repetitive flood losses; (2) high winds from hurricanes; (3) wildfires; (4) major river flood crests; (5) tornadoes; (6) persistent drought conditions; and (7) hail. The CDI uses data from the years 2001 to 2018, which are likely to be of the highest accuracy and best represents the climatic conditions facing Texas today.

To create the CDI, a uniform method is applied to only the 140 eligible counties to represent the county-level data for each natural hazard category. For each hazard category (e.g., high winds from hurricanes, wildfires), the 14 counties that were impacted most frequently by that particular hazard are ranked in the top 10 percent, with the next 21 counties in the remainder of the top 25 percent. The following 69 counties fall in the midrange (25-75 percent) and experience an impact frequency that reflects the statewide average. The next 22 counties are occasionally affected and fall below the statewide average (bottom 25 percent), while the final 14 counties experience the least frequent impacts and form the bottom 10 percent. With this normalized ranking across the seven hazard categories complete, those rankings are then multiplied by a weighted factor used to represent the frequency and severity of the hazard type. The weights for each disaster type are:

Table 6-4: CDI Hazard Weights

| Hazard Type | Weight Allocation |
|--------------------------------------|-------------------|
| Repetitive Loss (NFIP) from Flooding | 35% |
| Hurricane Winds | 25% |
| Wildfire | 15% |
| River Flood Crests | 10% |
| Tornado | 10% |
| Drought | 3% |
| Hail | 2% |

This results in a composite score for each county that serves as the raw CDI factor included in the allocated methodology. This number was is normalized to represent a percentage of the total by dividing the county composite score by the sum of the composite score for all counties.

6.5.1.2 *Social Vulnerability Index (SoVI)*

The second factor in the allocation model is the Social Vulnerability Index. The Social Vulnerability Index (SoVI) measures the social vulnerability of counties across the United States—in particular, their vulnerability to environmental hazards. This index, developed by the University of South Carolina’s Hazards & Vulnerability Research Institute, synthesizes 29 socioeconomic variables which contribute to reduction in a community’s ability to prepare for, respond to, and recover from hazards. SoVI is a comparative metric that facilitates the examination of the differences in vulnerability among counties. SoVI shows where there is uneven capacity for disaster preparedness and response, and where resources might be used most effectively to reduce pre-existing vulnerability. The data sources for the development of SoVI come primarily from the United States Census Bureau. The SoVI data combines the best available data from both the 2010 U.S. Decennial Census and 5-year estimates from the American Community Survey (ACS).

Because SoVI scores can result in both a positive and negative number, the first step taken to utilize this number as a weighted factor is to turn all SoVI scores into positive numbers. This is accomplished by subtracting the lowest SoVI score of all counties (which is a negative number) from the SoVI score of a particular county, and then adding 1. This ensures that the lowest score in the range is at least 1. This positive SoVI is then normalized to represent a percentage of the total by dividing the county score by the sum of the score for all counties.

**Table 6-5: SoVI Factors⁴⁵¹**

| VARIABLE | DESCRIPTION | SOCIAL VULNERABILITY CONCEPT |
|-----------------|--|-------------------------------------|
| QCVLUN | Percent Civilian Unemployment | Employment Structure |
| QEXTRCT | Percent Employment in Extractive Industries | Employment Structure |
| QSERV | Percent Employment in Service Industry | Employment Structure |
| QFEMPLBR | Percent Female Participation in Labor Force | Employment Structure |
| QRENTER | Percent Renters | Housing |
| QMOHO | Percent Mobile Homes | Housing |
| QUNOCCHU | Percent Unoccupied Housing Units | Housing |
| QAGEDEP | Percent Population under 5 years or 65 and over | Population structure |
| QFAM | Percent of Children Living in 2-parent families | Population structure |
| MEDAGE | Median Age | Population structure |
| QFEMALE | Percent Female | Population structure |
| QFHH | Percent Female Headed Households | Population structure |
| PPUNIT | People per Unit | Population structure |
| QASIAN | Percent Asian | Race/Ethnicity |
| QBLACK | Percent Black | Race/Ethnicity |
| QSPANISH | Percent Hispanic | Race/Ethnicity |
| QINDIAN | Percent Native American | Race/Ethnicity |
| QPOVTY | Percent Poverty | Socioeconomic Status |
| QRICH | Percent Households Earning over \$200,000 annually | Socioeconomic Status |
| PERCAP | Per Capita Income | Socioeconomic Status |
| QED12LES | Percent with Less than 12 th Grade Education | Socioeconomic Status |
| MDHSEVAL | Median Housing Value | Socioeconomic Status |
| MDGRENT | Median Gross Rent | Socioeconomic Status |
| QRENTBURDEN | % of households spending more than 40% of their income on housing expenses | Socioeconomic Status |
| QSSBEN | Percent Households Receiving Social Security Benefits | Special Needs |

⁴⁵¹ Susan L. Cutter and Christopher T. Emrich, “Social Vulnerability Index (SoVI®): Methodology and Limitations,” <https://nationalriskindex-test.fema.gov/Content/StaticDocuments/PDF/SoVI%20Primer.pdf>

| | | |
|---------|--|---------------|
| QESL | Percent Speaking English as a Second Language with Limited English Proficiency | Special Needs |
| QNRRES | Nursing Home Residents Per Capita | Special Needs |
| QNOHLTH | Percent of population without health insurance | Special Needs |
| QNOAUTO | Percent of Housing Units with No Car | Special Needs |

6.5.1.3 *Financial Capacity (Per Capita Market Value)*

The third factor in the allocation model is Per Capita Market Value (PCMV) which is utilized as a proxy to gauge the financial capacity of a unit of local government to generate revenue to fund its operations and capital expenditures. To calculate per capita market value, GLO obtained the tax levy data set for all counties in Texas for 2018 from the State Comptroller's Office. This dataset includes the market value of all properties in every county in Texas, along with the taxable value of land and effective tax rates. Population data for each county from the most recently available American Community Survey is included and used to generate the per capita market value—the market value of all property in a county divided by the county population. Because the purpose of the PCMV is to give greater weight to areas with lower financial capacity, and thus lower PCMV, the model turns the straight PCMV into a relative factor, which is accomplished by dividing the sum of all the PCMV for every county by the PCMV for the particular county; the smaller the PCMV the larger the factor. This number is then normalized to represent a percentage of the total by dividing the county factor score by the sum of the factor for all counties.

6.5.1.4 *County Population*

The final factor for the allocation model is county population which was obtained from the U.S Census Bureau's most recent American Communities Survey data. As with the other factors, the population is normalized to represent a percentage of the total by dividing the county population by the sum of the population for all considered counties.

6.5.1.5 *Allocation Model Weights*

These four factors are then each given a weight—30 percent for the CDI, 30 percent for SoVI, 20 percent for PCMV, and 20 percent for population—that is multiplied by the respective score for each county and each factor to create a Combined Adjustment Factor (CAF). The CAF is then multiplied by the total program amount—having already split the counties into HUD MID and State MID allocations that split the program amount 80 percent to 20 percent—to arrive at the final allocation for the respective county.

The county values are then grouped by Council of Government and rounded to the nearest \$1,000 to arrive at the COG MOD allocation.

6.6 Appendix G: Public Comment – State of Texas

State of Texas CDBG Mitigation Action Plan: Public Comments

The State of Texas CDBG Mitigation Action Plan (the Action Plan) was released on November 21, 2019. The public comment period was from November 22, 2019, to January 6, 2020. The Action Plan was posted on both the GLO's main website and its recovery website. A GLO press release announcing publication of the Action Plan for public comment was sent out to 6,157 recipients across 140 eligible counties, targeting local emergency management coordinators, county and local government officials, public housing authorities, Indian tribes, and other interested parties.

The public comment period was extended to January 10, 2020; a GLO press release announcing the extension was posted on both websites and sent out to the same 6,157 recipients.

The following table is an alphabetical list of individuals and organizations that submitted public comments on the Action Plan by letter, email, or through speaking at one of the GLO's eight public hearings:

Table 6-6: Commenters

| Name | | Individual, County, City or Organization |
|-------------|--------------------------|--|
| Last | First | |
| Abazajian | Katya | Private Individual |
| Abeny | Mayor Kerry | City of Nome |
| Abert | Jackie | Private Individual |
| Abodeely | John | Chief Executive Officer, Houston Arts Alliance |
| Abraham | Yael | Private Individual |
| Abu Sharekh | Khalil | Private Individual |
| Adcock | Michelle | Private Individual |
| Adler | Wendy | Private Individual |
| Aguilar | L. | Houston Stronger |
| Aguilar | Melba | Houston Stronger |
| Ahmed | Rehman | Private Individual |
| Alcorn | Sallie | Councilmember, City of Houston |
| Allen | The Honorable Judge Mark | Jasper County |
| Alvarado | State Senator Carol | Texas Senate |
| Alvarez | Choky | Private Individual |
| Alvarez | Rosie | Houston Stronger |



| Name | | Individual, County, City or Organization |
|--------------|--------------|--|
| Last | First | |
| Ananya | Bhattacharya | Private Individual |
| Anderson | Jennifer | Private Individual |
| Anderson | Patty | Private Individual |
| Anderson | Callina | Private Individual |
| Anderson | Lauren | Houston Ballet |
| Anderson | Emily | Municipal Services Manager, Half Associates |
| Annis | Ksenia | Private Individual |
| Archer | Darwin | City Manager, City of Cisco |
| Artis | Shawn | Private Individual |
| Asbury | Reese | Houston Stronger |
| Ashraf | Babur | Houston Stronger |
| Babbitt | Salli | Private Individual |
| Bailey | Ann | Private Individual |
| Baines | Sherrill | Private Individual |
| Baker | Jay | Houston Stronger |
| Baker | Shirley | Houston Stronger |
| Bakko | Sally | Legislative Coordinator, City of Galveston |
| Balaban | Susan | Private Individual |
| Ballas | Freda | Private Individual |
| Barndollar | Carol | Houston Stronger |
| Barnes | Michelle | Private Individual |
| Barnhart | Peter | Houston Stronger |
| Barrett | Keith | Harbormaster, Aransas County Navigation District |
| Barrett | Sherri | Houston Stronger |
| Baskin | Eva | Private Individual |
| Baskshi-Rami | Anjali | Private Individual |
| Bass | Natascha | Houston Stronger |
| Batterson | Kelly | Private Individual |
| Bauhs | Robert | Private Individual |
| Beard | John | Chairman, Port Arthur Community Action Network |
| Beaumont | Lily | Private Individual |
| Beavers | Nancy | Private Individual |
| Beckles | Loris | Private Individual |



| Name | | Individual, County, City or Organization |
|------------|-----------------------------|--|
| Last | First | |
| Beckman | Kendall | Houston Stronger |
| Beer | Christopher | Private Individual |
| Beever | Susan | Private Individual |
| Bell | Charles | Private Individual |
| Bennett | Mayor Cathy | City of Ivanhoe |
| Bentley | William | Private Individual |
| Berger | Karen | Private Individual |
| Berlin | Le | Private Individual |
| Bernhardt | Sarah | President and CEO, Bayou Preservation Association |
| Bertrand | Jami | Houston Stronger |
| Bethwolff | Julie | Houston Stronger |
| Betty | Cox | Private Individual |
| Binford | LeAnn | Private Individual |
| Birdwell | Wes | Deputy Executive Director, Texas Floodplain Management Association |
| Black | Ezra | Private Individual |
| Blair | Jeffrey | Private Individual |
| Blanchette | The Honorable Judge Jacques | Tyler County |
| Blumenfeld | Erika | Private Individual |
| Bobek | Gabriel | Private Individual |
| Boemer | Cory | Director of Philanthropy, HALO-Flight, Inc. |
| Bogard | Allen | City Manager, City of Sugar Land |
| Bone | Miki | Private Individual |
| Bossarte | Denise | Private Individual |
| Bowling | Beth | Private Individual |
| Boyd | Connie | Private Individual |
| Brabham | Lorraine | Private Individual |
| Bradshaw | Kristy J. | Private Individual |
| Branch | Keri | Private Individual |
| Brandt | Anthony K. | The Shepard School of Music |
| Brangwen | Michele | Houston Stronger |
| Branick | The Honorable Judge Jeff | Jefferson County |
| Branson | Robert | Private Individual |
| Brant | Daniel | Private Individual |



| Name | | Individual, County, City or Organization |
|-------------|-----------------------------|---|
| Last | First | |
| Bray | Bridget | Asia Society |
| Breakfield | Sandra | Private Individual |
| Brennecke | Paula | Private Individual |
| Briggs | Brenda | Houston Stronger |
| Brinkman | Thomas | Private Individual |
| Briones | Francisco | Resources Mobility Associates, Inc. |
| Brombacher | Mike | Houston Stronger |
| Brookman | Bari | Private Individual |
| Brooks | Scott | Houston Stronger |
| Brown | Beth | Uptown Dance Center |
| Brummer | Carrie | Private Individual |
| Buraimoh | Lanre | Private Individual |
| Burdick | Emily | Special Advisor, United States Department of Energy |
| Burke | Shanna | Executive Director, South East Texas Regional Planning Commission |
| Burkeholder | Susanne | Private Individual |
| Burnam | Lon | Tarrant Coalition for Environmental Awareness |
| Burrell | Brandon | Private Individual |
| Burton | Amber | Houston Stronger |
| Buscha | Tim | Houston Stronger |
| Bush | David | Preservation Houston |
| Byrd | Barbara | Houston Stronger |
| Cagle | Commissioner Jack | Harris County |
| Cain | Randy | Alderman, Ingleside on the Bay |
| Callegari | Bill | Houston Stronger |
| Camfield | Bill | Rice University |
| Campbell | Auggie | Houston Stronger |
| Canales | The Honorable Judge Barbara | Nueces County |
| Cano | Josalyn J. | Houston Stronger |
| Cantu | Roel | Private Individual |
| Caraway | Kippy | Houston Stronger |
| Cardwell | Paul | Private Individual |
| Carona | Don | Orange County Drainage District |
| Carrie | Sanger | Private Individual |



| Name | | Individual, County, City or Organization |
|-----------|-----------------------------|--|
| Last | First | |
| Carter | Rhealyn | Dallas Theatre Center |
| Casco | Jorge | Private Individual |
| Casteel | Jessie | Private Individual |
| Catala | Pierra | Private Individual |
| Catillo | Jimmy | Private Individual |
| Chambers | Joleen | Private Individual |
| Chambers | Anthony | Houston Stronger |
| Chaney | Deborah Winters | Houston Stronger |
| Chaney | Justin | Houston Stronger |
| Chapman | Cindy | Westbury Civic Club |
| Chatham | Donna | Langford Community Management Services |
| Cheney | Commissioner Jack | Aransas County |
| Chin | Charles | Houston Stronger |
| Choate | Michael | Director, Texas Water Programs, National Wildlife Federation |
| Clark | Jan | City Administrator, City of Rising Star |
| Clarke | Carole | Private Individual |
| Cleveland | John | Private Individual |
| Cloud | Lisa | Houston Stronger |
| Cobb | Calvin | Private Individual |
| Coco | Lane | Houston Choral Society |
| Cole | Emily | Private Individual |
| Coleman | State Representative Garnet | Texas House of Representatives |
| Coleman | Mike | Private Individual |
| Colesio | Sigrid | Houston Stronger |
| Collier | Carol | Private Individual |
| Collins | Kristi | Private Individual |
| Collins | Jeff | Private Individual |
| Commanday | Elisabeth | Private Individual |
| Cook | Catherine | Private Individual |
| Cook | Chloe | Private Individual |
| Cope | Peggy | Private Individual |
| Cope | Denys | Private Individual |
| Corbin | David | Private Individual |
| Cosey | Ava | Private Individual |



| Name | | Individual, County, City or Organization |
|-------------|----------------------------|--|
| Last | First | |
| Costa | James | Private Individual |
| Costello | Stephen | Chief Recovery Officer, City of Houston |
| Cox | Peter | Private Individual |
| Cox | Michael | Houston Stronger |
| Cox | Cece | Community Center |
| Creekmore | Clayton | Private Individual |
| Crenshaw | Congressman Dan | Congress of the United States House of Representatives |
| Cross | James | Private Individual |
| Crout | Steve | Director of Policy and Resilience Programs, Smart Cities Council |
| Crum | Ashley | Houston Stronger |
| Cubias | Roxana | Houston Stronger |
| Curless | Orulia | GrantWorks, Inc. |
| Curtiss | Marilyn | Houston Stronger |
| Cyriac | Ron | Houston Stronger |
| Czarnik | Amanda | Private Individual |
| Dambeck | Jim | Houston Stronger |
| David | Renee | Private Individual |
| Davidson | Marshall | Private Individual |
| Davidson | Kathryn | Private Individual |
| Davidson | Robin | Private Individual |
| Davila | Gabriel | Private Individual |
| Davis | Andrew | Private Individual |
| Davis | Laura | Houston Stronger |
| Davis | State Representative Sarah | Texas House of Representatives |
| Davis | Andrew | Dean and Professor of Music, University of Houston |
| de Bont | Tracy | Private Individual |
| de la Reza | Rey | Private Individual |
| Dean | Misty | Houston Stronger |
| Debananda | Pati | Private Individual |
| DeBarbieris | Kathleen | Houston Stronger |
| Decker | Jennifer | Private Individual |
| DeHay | Kelly | Houston Stronger |



| Name | | Individual, County, City or Organization |
|------------|---------------------|--|
| Last | First | |
| Delaney | Janet | Private Individual |
| Delavan | Mary | Private Individual |
| Delgado | Nelson | Private Individual |
| Deller | Jeanne | Private Individual |
| DeMerchant | Commissioner Ken | Fort Bend County |
| DeStefano | James | Houston Stronger |
| Devshi | Saleem | Houston Stronger |
| Dias | Maria Susana | Private Individual |
| Dickens | Kyle | Houston Stronger |
| Dickson | Rachel | Private Individual |
| Dieckow | Malcolm | Chairman, Aransas County Navigation District |
| Dinkins | Samuel | Dinky Drum |
| DiSaggio | Alexander | Houston Stronger |
| Douglas | Davis | County Engineer, Liberty County |
| Drew | Zenetta | Private Individual |
| Driver | James | Private Individual |
| Drum | Jordan | Society for the Performing Arts |
| Dunaway | Catherine | 4th Wall Theater |
| Duncan | Sylvia | Private Individual |
| Dusek | Tim | GBRA |
| Duterroil | Dana | Private Individual |
| Edge | Bill | Houston Stronger |
| Edwards | Brittany | Houston Arts Alliance |
| Egan | Caroline | Disaster Recovery Manager, Fort Bend County |
| Egbune | Cheche | Private Individual |
| Ellis | Commissioner Rodney | Harris County |
| Ellis | Marilu | Private Individual |
| Enlow | Cynthia | Private Individual |
| Epstein | Kelly | Private Individual |
| Ermis | James | Private Individual |
| Escobar | Enrique | Houston Stronger |
| Espinoza | Melissa | Private Individual |
| Espinoza | John | President, Texas Floodplain Management Association |
| Esquivel | Roberto | Private Individual |



| Name | | Individual, County, City or Organization |
|------------|-------------------------|--|
| Last | First | |
| Eubank | Drew | Private Individual |
| Evans | Amy | Private Individual |
| Evans | James | Private Individual |
| Evans | Pam | Private Individual |
| Evans | Will | Private Individual |
| Fails | Amanda | Houston Stronger |
| Fain | Jeremy | Houston Stronger |
| Faithfull | Mary | Executive Director, Disability Rights Texas |
| Fenenbock | Lauren | Private Individual |
| Ferguson | Judith | Private Individual |
| Fernandez | Rachael | Private Individual |
| Fernandez | Belinda | Houston Stronger |
| Ferrio | Elizabeth | Private Individual |
| Fiedler | Ed | Private Individual |
| Fields | The Honorable Judge Rex | Eastland County |
| Fincham | Joni | Private Individual |
| Finnell | Chuck | Houston Stronger |
| Fisher | Denise | Private Individual |
| Fisher | James | City Manager, City of Brenham |
| Fitzgerald | Marquita | Private Individual |
| Fletcher | Congresswoman Lizzie | Congress of the United States House of Representatives |
| Flores | Juan | Private Individual |
| Flowers | Lance | Private Individual |
| Fly | Carol | Private Individual |
| Fontaine | Carroll | Houston Stronger |
| Ford | Inge | Bike Houston |
| Ford | Laurie | Houston Stronger |
| Ford | T. | Houston Stronger |
| Fortescue | Ann | Private Individual |
| Foster | David | Texas Director, Clean Water Action |
| Foster | Luke | Private Individual |
| Fowler | Perry | Executive Director, Texas Water Infrastructure Network |
| Fox | Stephen | Rice University |



| Name | | Individual, County, City or Organization |
|------------|---------------------|---|
| Last | First | |
| Frank | Danny | Houston Stronger |
| Franklin | Kam | Private Individual |
| Frazier | Chanelle Nicole | Houston Arts Alliance |
| Freeman | Laura | Private Individual |
| Friend | Patrick | Houston Stronger |
| Fuentes | Commissioner David | Hidalgo County |
| Fullerton | Vicki | Houston Stronger |
| Furst | Nancy | Houston Stronger |
| Gaber | Hilary | Private Individual |
| Gafrick | Marlene | Private Individual |
| Galindo | Jim | Private Individual |
| Galindo | Sally | Private Individual |
| Gallagher | Briana | San Jacinto River Authority |
| Garcia | Erik | Private Individual |
| Garcia | Commissioner Adrian | Harris County |
| Garden | Yvette | Private Individual |
| Garelick | Nicholas | Private Individual |
| Garza | Sylvia | Houston Stronger |
| Garza | Diane | Director of Business Development, HALO-Flight, Inc. |
| Garza | Pilar | Houston Stronger |
| Garza | Ron | Lower Rio Grande Valley Development Council |
| Gayo | Loyce | Private Individual |
| Gehlert | Edgar | Private Individual |
| Gell | Christi | Private Individual |
| Gentry | Daniel | Houston Stronger |
| Giannelli | Christina | Private Individual |
| Gibbs | Gary | Executive Director, Texas Commission on the Arts |
| Gibbs | Amy | ROCO |
| Gilbert | Claudia | Houston Stronger |
| Gillespie | Larry | Ingleside on the Bay |
| Gillson | Eileene | Private Individual |
| Gladden | Dean | Alley Theatre |
| Godwin | Joyce | Houston Stronger |
| Gogolewski | John | Private Individual |



| Name | | Individual, County, City or Organization |
|--------------|--------------------------|--|
| Last | First | |
| Golden | Carol | Houston Stronger |
| Goldman | Joseph | Private Individual |
| Gomez | Cynthia | Houston Stronger |
| Gonzales | Augusto | Cameron County |
| Gonzalez | Richard | San Patricio County |
| Gonzalez | Margie H. | Jim Wells County |
| Gonzalez | Marisa | Private Individual |
| Gonzalez | Marcos | Private Individual |
| Gonzalez | Jose Carlos | Gonzalez & Associates Consulting |
| Gonzalez | Louis | Luna Art Works |
| Gonzalez | Sandra | Houston Stronger |
| Gonzalez | Delia Iris | Executive Director, Coalition for Environment, Equity and Resilience |
| Goodall | Fred | Private Individual |
| Goodwyn | Kahlil | Private Individual |
| Gorak | Martha | Private Individual |
| Goshen | Danielle | Water Policy and Outreach Specialist, Galveston Bay Foundation |
| Gothia | The Honorable Judge John | Orange County |
| Greene | Alison | Private Individual |
| Greenstein | Rob | Private Individual |
| Greenwood | Judy | Private Individual |
| Gregory | Diane Griffin | Private Individual |
| Griffin | Yvonne | City of La Vernia |
| Griffin | Gregory Diane | Private Individual |
| Grimm | Carol | Private Individual |
| Griswold | Dean | Private Individual |
| Grootendorst | Edward | Private Individual |
| Grzelak | Carrie | Private Individual |
| Gupta | Rashmi | Houston Stronger |
| Gwyn | Johnathan | Private Individual |
| Ha | Phuong | Private Individual |
| Habersang | Rolf | Private Individual |
| Hablinski | Chad | Houston Stronger |
| Haddock | Ian L. | Private Individual |
| Hadnot | Kristie | City of Huntsville |



| Name | | Individual, County, City or Organization |
|--------------|-----------------------------|---|
| Last | First | |
| Haeggquist | Brad | Mauriceville MUD |
| Hafner | Joe | Private Individual |
| Hailey | Jacqueline | New Hope Baptist Church |
| Hainley | Lauren | Program Manager, Disaster Services, Houston Arts Alliance |
| Hall | Barbara | Private Individual |
| Halligan | Marcia | Private Individual |
| Halloran | Michael | Private Individual |
| Hamadani | Hamid | Houston Stronger |
| Han | Terry | Shakespeare Dallas |
| Hancock | Carolyn | Private Individual |
| Hannan | Jim | Private Individual |
| Hansen | Yvonne | Private Individual |
| Hardy | Joel | City of Pearland |
| Harlan | Jing | Houston Stronger |
| Harlib | Amy | Private Individual |
| Harmon | Lucy | Private Individual |
| Harn | Samantha | Halff Associates |
| Harper-Smith | Pamela | Private Individual |
| Harrington | Sarah | Houston Stronger |
| Harris | Judy | Private Individual |
| Harris | Teague | IDS Engineering Group |
| Harris | Roberta | Private Individual |
| Harris | Linda | Houston Stronger |
| Hartgrove | Suzy | Houston Stronger |
| Hartzell | Eric | Executive Vice President, GrantWorks, Inc. |
| Harvey | Bob | President and CEO, Greater Houston Partnership |
| Hattman | Elizabeth | Private Individual |
| Hebert | A. Keith | Houston Stronger |
| Heckmann | Duane | Land Advisors Organization |
| Hedtke | The Honorable Judge Wade J. | Karnes County |
| Hegemier | Tom | Doucet & Associates |
| Heinbaugh | Chris | AT&T Performing Arts Center |
| Heithaus | Melissa | Private Individual |



| Name | | Individual, County, City or Organization |
|-------------|----------------------------|--|
| Last | First | |
| Henderson | Sara | Private Individual |
| Hendry | Dawn | Private Individual |
| Henry | The Honorable Judge Mark | Galveston County |
| Henry | Amy | Private Individual |
| Henry | Rene | Private Individual |
| Herdeman | Madeline | Private Individual |
| Hernandez | State Representative Ana | Texas House of Representatives |
| Hidalgo | The Honorable Judge Lina | Harris County |
| Hild | Harvey | Private Individual |
| Hilliard | Jennifer | City of Ingleside on the Bay |
| Hines | Jamie | Private Individual |
| Ho | Jessica | Chamber Music International |
| Hodgins | Danielle | Private Individual |
| Hofer | Marilynn | Private Individual |
| Hoffman | Donna | Private Individual |
| Hofland | Amy Lewis | Crow Museum of the Arts |
| Hogue | WL | University of Houston |
| Holcomb | Lisa | Private Individual |
| Hollman | Mary Elizabeth | Private Individual |
| Horak-Brown | Joy | New Hope Housing |
| Hornsey | Erika | Houston Community ToolBank |
| Howard | John M. | Private Individual |
| Hoyt | Sharon | Private Individual |
| Hu | Diana | Houston Stronger |
| Huberty | State Representative Dan | Texas House of Representatives |
| Huerta | Joel | Private Individual |
| Huffman | State Senator Joan | Texas Senate |
| Hull | Mayor Corey | City of Carbon |
| Hull | Walter | U.S. Dream Academy |
| Hunt | Lonnie | Deep East Texas Council of Governments |
| Hunter | Sheryl | Houston Stronger |
| Hurley | The Honorable Judge Robert | Atascosa County |
| Hutchings | Lee | Private Individual |



| Name | | Individual, County, City or Organization |
|----------------|-----------------------------|--|
| Last | First | |
| Ibrahim | Tamiya | Houston Stronger |
| Indermuehle | Larry | Houston Stronger |
| Irvin | Necole | Private Individual |
| Isom | John | Houston Stronger |
| Jackson | The Honorable Judge Richard | Wilson County |
| Jackson | John P. | Private Individual |
| Jackson | Charlie | Private Individual |
| Jackson | Tiffany | Bishop Arts Theatre Center |
| Jaes | Sarah | Private Individual |
| Jalomo | Augustine | Dallas Area Cultural Advocacy Coalition |
| Jambulapati | Sudershan | Houston Stronger |
| Jamil | Ather | Private Individual |
| January-Bevers | Deborah | Houston Stronger |
| Jevric | Virginia | Private Individual |
| Job | Trey | Assistant City Manager, City of Bastrop |
| Johnson | Alan A. | Civil Engineer, FEMA |
| Johnson | Karl | Private Individual |
| Johnson | Julie | Private Individual |
| Johnson | Jonna | Private Individual |
| Johnson | Patrina | Private Individual |
| Johnson | Sis | Private Individual |
| Johnson | Kevin | Houston Stronger |
| Johnson | Cone | Art Conspiracy |
| Johnson | Tim | Kitchen Dog Theater |
| Johnson | Don | Private Individual |
| Johnson | State Representative Jarvis | Texas House of Representatives |
| Jones | Sandy | Private Individual |
| Jones | Bob | Houston Stronger |
| Jones | Shamika | Houston Stronger |
| Jones-Hospod | Kathy | Private Individual |
| Joseph | Marjorie | Private Individual |
| Jou | Earl | Houston Stronger |
| Kaminsky | John | City Manager, City of Victoria |



| Name | | Individual, County, City or Organization |
|-----------|--------------------|---|
| Last | First | |
| Kanayan | Alice | Private Individual |
| Karcher | Mary | Private Individual |
| Kasten | Nancy | Private Individual |
| Kaushik | Kimber | Private Individual |
| Kavanaugh | Michael | Private Individual |
| Keane | John | Houston Stronger |
| Kelley | Charis | Art Works Unlimited |
| Kellman | Steven | Private Individual |
| Kellner | Sara | Private Individual |
| Kenah | JD Emmanuel | Private Individual |
| Kendrick | Mayor Jimmy | City of Fulton |
| Kennedy | CD | Private Individual |
| Killam | Joseph | Houston Arts Alliance |
| Klassen | Tom | HALO-Flight, Inc. |
| Kolkhorst | State Senator Lois | Texas Senate |
| Kosterich | Jeffrey | Private Individual |
| Krumrein | John | Private Individual |
| Kubo | Mat | Houston Arts Alliance |
| Kumar | Rathna | Private Individual |
| Kurt | Jane | Private Individual |
| Kvande | Marta | Private Individual |
| LaCour | Lance | President/CEO, Katy Area Economic Development Council |
| LaFavers | Shawn | Private Individual |
| Lake | David | Private Individual |
| Lance | Cindy | Private Individual |
| Langford | Judy | LCMS Consulting |
| Langley | Ashley | Private Individual |
| Langley | Suzanne | Executive Director, Audubon Texas |
| Lawal | Eileen | Private Individual |
| Lawrence | Dean | Metrostudy/Hanley Wood Co. |
| Lawrence | Charlotte | Private Individual |
| Leal | Kristina | Half Associates |
| Leal, Jr. | Mayor Willie | City of Poteet |
| LeBlanc | Lisa | Private Individual |
| LeBlanc | Renee | Private Individual |
| Lee | Erica | Private Individual |



| Name | | Individual, County, City or Organization |
|-----------|-------------|--|
| Last | First | |
| Lee | Janisse | Houston Stronger |
| Lemariier | Christine | Private Individual |
| Lemberger | Josef | Private Individual |
| Lemelle | Daphne | Executive Director, Community Services Department, Harris County |
| Lentz | Greg | Masterson Advisors LLC |
| Lessnau | Klaus | Private Individual |
| L'Eveille | Alexandre | Private Individual |
| Levine | Rhoda | Private Individual |
| Levine | Justin | Houston Stronger |
| Levy | Rich | Private Individual |
| Lewis | Clara | Private Individual |
| Lewis | Jennifer P. | Private Individual |
| Li | Jessie | City Engineer, City of Sugar Land |
| Liebl | Denise | Private Individual |
| Lipchak | Oscarv | Private Individual |
| Liu | Jack | Liuxon |
| Liu | Ella | Houston Stronger |
| Lobell | Joan | Private Individual |
| Loftness | Kim | Private Individual |
| Logan | T. | Private Individual |
| Loney | Lauren | Staff Attorney, Advocacy co-director, Texas Housers |
| Longford | Nicola | Private Individual |
| Loomis | Evan | ICON |
| Louis | Kenny | Private Individual |
| Lozano | Donna | Private Individual |
| Luisa | Duarte | Private Individual |
| Lynn | Sandra | Private Individual |
| Macha | Jordan | Executive Director, Bayou City Waterkeeper |
| MacLean | Nancy | Houston Stronger |
| Mannchen | Brandt | Chair, Houston Regional Group, Sierra Club |
| Mansour | Amira | Private Individual |
| Manuel | Virginia | Private Individual |
| Marine | Deborah | Sammons Center for the Art |



| Name | | Individual, County, City or Organization |
|-------------|-----------|---|
| Last | First | |
| Marquardt | David | Private Individual |
| Marshall | L. | Private Individual |
| Martin | Joe | Private Individual |
| Martin | Randall | Houston Stronger |
| Martinez | Mario | Aransas County Navigation District |
| Martinez | Karen | Private Individual |
| Martinez | Emily | Regional Disaster Recovery Manager, Coastal Bend Council of Governments |
| Marvin | Edith | Director of Environment & Development, North Central Texas Council of Governments |
| Mason | Jessica | EMC, Tarrant County |
| Massey | Betty | Private Individual |
| Massey | Heidi | Houston Stronger |
| Masten-Cain | Kathryn | Chair, Planning & Zoning Commission, Ingleside on the Bay |
| Masterson | Dorothy | Museum of Geometric and MADI Art |
| Matson | Catherine | Chair, Planning and Zoning Commission, Ingleside on the Bay |
| Matusoff | Cathy | Private Individual |
| Maxwell | Brian A. | City Manager, City of Galveston |
| McAdams | Jake | Public Management, Inc. |
| McAdams | Jake | Public Management Incorporated |
| McAlister | Todd | Executive Director, South-central Partnership for Energy Efficiency as a Resource |
| McClurg | Tom | Vice Chair, Jasper County Regional Action Agency |
| McComb | Mayor Joe | City of Corpus Christi |
| McCord | Leisa | Private Individual |
| McCord | Carolina | Houston Stronger |
| McCurdy | Pamela | Private Individual |
| Mcdevitt | Linda | Private Individual |
| McGinty | Shanna | Houston Stronger |
| McGowan | LJ | Houston Stronger |
| McGuire | Karen | Private Individual |
| McNally | Dylan | Private Individual |



| Name | | Individual, County, City or Organization |
|--------------|---------------------------------|--|
| Last | First | |
| Meadows | Joel | Houston Stronger |
| Meckley | Mary Ellen | Private Individual |
| Mediwala | Sanjay | Private Individual |
| Mehta | Ami | Private Individual |
| Melendrez | George | Private Individual |
| Melhado | Gail | Private Individual |
| Mendoza | Bernard | Private Individual |
| Mendoza | Norma | Private Individual |
| Mettenbrink | Mary Curry | Young Audiences of Houston |
| Metz | Susan | Private Individual |
| Metzger | Luke | Executive Director, Environment Texas |
| Meyer | Ari | Private Individual |
| Meyer | Kimberly | Private Individual |
| Meyer | Lee Allen | Private Individual |
| Meyers | Commissioner Andy | Fort Bend County |
| Middlebrooks | Jane | Houston Stronger |
| Mikulencak | Steven | Extension Program Specialist, Texas Community Watershed Partners, Texas A&M Agrilife Extension Service |
| Milam | Nick | Private Individual |
| Miles | State Senator Borris | Texas Senate |
| Millensifer | Aimee | Private Individual |
| Miller | Hannah | Rockport Cultural Arts District |
| Miller | State Representative Rick | Texas House of Representatives |
| Mills | Dave | Private Individual |
| Mills, Jr. | The Honorable Judge C.H. "Burt" | Aransas County |
| Mira | Susannah | Private Individual |
| Miranda | Ruby | Houston Stronger |
| Miridis | Ellen | Houston Stronger |
| Mirza | Nick | Houston Stronger |
| Missner | Michele | Private Individual |
| Moczygemba | Walter | Private Individual |
| Moen | Syd | Private Individual |
| Moglovkin | Brena | Houston Stronger |
| Molina | Mick | Private Individual |



| Name | | Individual, County, City or Organization |
|------------|----------------------|--|
| Last | First | |
| Molina | Rony | Houston Stronger |
| Montgomery | Jessie | Perot Museum |
| Montoya | Delilah | Private Individual |
| Moody | John | Private Individual |
| Moore | Robert | Director, Water & Climate Team, Natural Resources Defense Council |
| Moore | Linda | Private Individual |
| Moore | Courtney | Private Individual |
| Moore | Denise | Houston Stronger |
| Moorehead | Scott | Policy Director, Audubon Texas |
| Morales | Julie | Houston Stronger |
| Morales | Commissioner Vincent | Fort Bend County |
| Morgan | Dan | Private Individual |
| Morgan | Carol | Houston Stronger |
| Moriarty | Kevin | Dallas Theatre Company |
| Moriniere | John | Private Individual |
| Morris | Jeff | Director State Government Relations, Schneider Electric |
| Moya | Michael | Halff Associates |
| Moyer | Karen | Private Individual |
| Mullan | Phil | Houston Stronger |
| Mullone | T. | Private Individual |
| Murray | Bridgette | Private Individual |
| Myers | Matt | Private Individual |
| Myshrall | Stephen | Houston Stronger |
| Naccarato | Frank | Private Individual |
| Nagel | Carol | Houston Stronger |
| Nam | Yang | Private Individual |
| Nance | Earthea | Associate Professor, Texas Southern University |
| Napoli | Michele | Private Individual |
| Nasta | Napoleon | Houston Stronger |
| Nazor | Craig | Private Individual |
| Neal | Jeff | Senior Program Manager, North Central Texas Council of Governments |
| Nealy | Rebecca | Private Individual |
| Nelson | Gary | Private Individual |



| Name | | Individual, County, City or Organization |
|--------------|----------------|---|
| Last | First | |
| Newberg | Stuart | Private Individual |
| Ngo | Thinh | Private Individual |
| Nguyen | Anhlan | Private Individual |
| Nguyen | Connie Yen | Houston Stronger |
| Nguyen | Lam | Houston Stronger |
| Nimmons | Rebecca | Private Individual |
| Noltemy | Kim | Dallas Symphony Orchestra |
| Not Provided | Cyndi | Houston Stronger |
| Not Provided | Gerry | Private Individual |
| Not Provided | Jessie | Private Individual |
| Not Provided | Michael H. | Houston Stronger |
| Not Provided | Not Provided | Candid Realities |
| Not Provided | Not Provided | Rising Stars Academy |
| Not Provided | Not Provided | Unidos por King's Colony |
| Not Provided | Not Provided | Touch Up Makeup Academy |
| Not Provided | Not Provided | Soul Rep Theatre |
| Not Provided | Not Provided | Citizens' Environmental Coalition |
| Not Provided | Not Provided | Mi Familia Vota |
| Not Provided | Not Provided | Memorial Park Conservancy |
| Not Provided | Not Provided | LINK Houston |
| Not Provided | Not Provided | Air Alliance Houston |
| Not Provided | Not Provided | Coalition of Community Organizations |
| Not Provided | Not Provided | Texas Organizing Project |
| Not Provided | Not Provided | Workers Defense Project |
| Not Provided | Not Provided | West Street Recovery |
| Not Provided | Richard | Houston Stronger |
| Not Provided | Wandering Bear | Houston Stronger |
| Nyberg | Ann | Alderman, Ingleside on the Bay |
| Nyberg | Larry | Houston Stronger |
| Nye | Patrick | President, Ingleside on the Bay Coastal Watch Association |
| Nye | Julie | Private Individual |
| Oatman | Ken | Private Individual |
| Obey | Khriz | Private Individual |
| O'Donoghue | Clive | Private Individual |
| Olbek-Tooker | Anita | Private Individual |
| Olds | Karen | Private Individual |



| Name | | Individual, County, City or Organization |
|------------|--------------------------|---|
| Last | First | |
| O'Leary | Sean | Board Member, Flood Mitigation Industry Association |
| O'Leary | Lindsay | Executive Director, American Society of Civil Engineers - Texas Section |
| Olk | Jim | Building Officials Association of Texas |
| ONeal | Denise | Private Individual |
| Orr | Carla | Private Individual |
| Orth | Katie | Houston Stronger |
| Ottati | Joe | Private Individual |
| Owens | Kelli | Houston Stronger |
| Paine | Arthur | Private Individual |
| Painia | Lillie | Houston Stronger |
| Palagi | Andie | Private Individual |
| Palay | Chrishelle | Executive Director, Houston Organizing Movement for Equity |
| Palmer | Daryl | Chapter President, Taylors Organization |
| Pape | The Honorable Judge Paul | Bastrop County |
| Parker | Craig | Private Individual |
| Parker | Beth | General Manager, DeWitt County Drainage District No. 1 |
| Parks | Tom | Houston Stronger |
| Pastor | Magen | Private Individual |
| Payne | Jarrold | Private Individual |
| Peace | Annalisa | Executive Director, Greater Edwards Aquifer Alliance |
| Pepper | Bradley | Houston Stronger |
| Perkins | David | Houston Stronger |
| Perry | Ed | Private Individual |
| Perry | James | Private Individual |
| Phelan | Tim | Houston Stronger |
| Piacentini | Mary Anne | President and CEO, Katy Prairie Conservancy |
| Picone | Liz | Private Individual |
| Pier | Collins | Houston Stronger |



| Name | | Individual, County, City or Organization |
|-------------|--------------------------|---|
| Last | First | |
| Pittman | Casey | Private Individual |
| Pluecker | John | Private Individual |
| Pokorski | Susie | Private Individual |
| Ponder | Fred | Private Individual |
| Poppe | Russ | Executive Director, Harris County Flood Control District |
| Post | Heath | Private Individual |
| Postali | Clovis | Private Individual |
| Pousson | Marie | Private Individual |
| Powell | Emily | Coastal Resilience Specialist, National Wildlife Federation |
| Pressgrove | Cheryl | Private Individual |
| Pritchard | Greg | Private Individual |
| Pruitt | Kelly | Private Individual |
| Purcell | Sharon | Private Individual |
| Quate | Amy | Private Individual |
| Radack | Commissioner Steve | Harris County |
| Ramirez | Karen | Private Individual |
| Rapier | Kiley | Houston Stronger |
| Ratisseau | Philip | Friendswood Citizen Advisory |
| Ratliff | Robert | Private Individual |
| Ravenscroft | Doreen | Private Individual |
| Reckles | Ryva | Private Individual |
| Reckles | Burt | Private Individual |
| Redman | Don | Private Individual |
| Reed | Cyrus | Interim Director, Lone Star Chapter, Sierra Club |
| Reeder | Sylvester R. | President, Houston One Voice |
| Remer | Whit | Counsel and Director of Public Policy, Insurance Institute for Business & Home Safety |
| Remmert | Ashlyn | Private Individual |
| Remy | Casey Jo | Private Individual |
| Rengers | Edward | Private Individual |
| Reynolds | State Representative Ron | Texas House of Representatives |
| Ricca | Linda | Houston Stronger |
| Rich | Warren | Private Individual |



| Name | | Individual, County, City or Organization |
|------------|--------------------------|--|
| Last | First | |
| Richardson | Dean | Private Individual |
| Richardson | Martha | Private Individual |
| Ricks | Sarah | Gulf Coast Leadership Council |
| Ring | Devorah | Houston Stronger |
| Rios | Mayor Pat | City of Rockport |
| Rivas | Samantha | City of Friendswood |
| Rivas | Nelida | Private Individual |
| Rivas | Pedro | Private Individual |
| Rivera | Iris | Private Individual |
| Rives | Marcus | Secretary, Galveston County Consolidated Drainage District |
| Rives | Bill | Highland Lakes Creative Arts |
| Rob | Smith | Private Individual |
| Roberts | Robin | Private Individual |
| Roberts | Linda | Private Individual |
| Roberts | Sonya | Houston Stronger |
| Robertson | Jim | Private Individual |
| Robinson | Chad | Private Individual |
| Robinson | Gail | Houston Stronger |
| Robinson | Mayor Bruce | City of Sour Lake |
| Robison | Cheryl | Private Individual |
| Robison | Jill | Private Individual |
| Robison | Cheryl | Private Individual |
| Rocke | Jolie | Private Individual |
| Rodriguez | Jason | Houston Stronger |
| Rodriguez | Sonia | Houston Stronger |
| Rodriguez | Herman | City Manager, City of Robstown |
| Rogerson | Rachel | The Mac |
| Romero | Robert | Private Individual |
| Rosenthal | State Representative Jon | Texas House of Representatives |
| Ross | Hal | Private Individual |
| Roth | Lisa Gallo | Houston Stronger |
| Roth | Sandy | Private Individual |
| Roufa | Elaine | Private Individual |
| Royster | Peter | Houston Stronger |
| Ruede | L.J. | Private Individual |
| Ryan | Caroline | Private Individual |



| Name | | Individual, County, City or Organization |
|--------------|-----------------------|--|
| Last | First | |
| Ryan | Hawk | Private Individual |
| Sachtleben | Kim | Costello Engineering & Surveying |
| Sackett | Ed | Mission Presbyterian |
| Sadler | Kelly | Texas Government Relations Manager, International Code Council |
| Saenger | Scott | Houston Stronger |
| Salinas | Grace | Associate Planner, Cameron County |
| Salinas | Rick | Councilmember, City of Lyford |
| Salles | Jim | Houston Stronger |
| Sanchez | Claudia | Houston Stronger |
| Sanders | Fran | Private Individual |
| Sanders | Mayor William "Butch" | City of China |
| Sara | Henderson | A R T I P H I L E |
| Sargent | Alesa | Private Individual |
| Satyru | Revathi | Indian Cultural Heritage Foundation |
| Schiellack | Kyle | Houston Stronger |
| Schlosberg | Shayna | Private Individual |
| Schmidt | Jeffrey | Private Individual |
| Schneider | Robin | Executive Director, Texas Campaign for the Environment |
| Schneider | Bobbie | Private Individual |
| Schoech | D. | Private Individual |
| Schrauer | Jonathan | Private Individual |
| Schwartz | Elizabeth | Private Individual |
| Schwarz III | A. David | Houston Stronger |
| Schwieterman | Dan | Private Individual |
| Sears | Julie | Private Individual |
| Seff | Joshua | Private Individual |
| Selber | Sara Speer | Private Individual |
| Seller | Claudia | Houston Stronger |
| Sellner | John | Houston Stronger |
| Sellon | Louise | Private Individual |
| Sesin | Raul | District General Manager, Hidalgo County Drainage District No. 1 |
| Sethness | Doug | Board President, DeWitt County Drainage District No. 1 |
| Sevier-Vuyk | Nicci | Private Individual |



| Name | | Individual, County, City or Organization |
|------------|----------------------|--|
| Last | First | |
| Sewright | Kathleen | Private Individual |
| Shaffer | Tria | Private Individual |
| Shafransky | Paula | Private Individual |
| Shanahan | Leesa | Private Individual |
| Shaw | Ted | President/CEO, Texas Hospital Association |
| Shelley | Adrian | Director, Texas Office, Public Citizen |
| Shephard | Gary | Private Individual |
| Shiekh | Iftikhar | Private Individual |
| Shiflett | Patricia | Private Individual |
| Shirey | Martina | Houston Stronger |
| Siebel | Carey | Private Individual |
| Silguero | Lisa | Private Individual |
| Silva | Gumaro | Private Individual |
| Sims | Christopher | Houston-Galveston Area Council Technical Advisory Committee, League City |
| Simsen | John | Private Individual |
| Sinica | Ann Marie | Private Individual |
| Sinica | Pete | Private Individual |
| Skirving | Elizabeth | Private Individual |
| Slawinski | Richard | Private Individual |
| Sloan | Emily | Private Individual |
| Sloan | Madison | Director, Disaster Recovery and Fair Housing Project, Texas Appleseed |
| Smith | Commissioner Charles | Aransas County |
| Smith | Randolph | Private Individual |
| Smith | Leslie | Private Individual |
| Smith | Rob | Private Individual |
| Smith | Kevin | Houston Stronger |
| Smith | Holly | Houston Stronger |
| Smith | Vernon | Houston Stronger |
| Smith | Richard | President, Cypress Creek Flood Control Coalition |
| Sokulski | Ashley | Private Individual |
| Solimine | Shannon | Private Individual |
| Sparks | Shannon | Private Individual |



| Name | | Individual, County, City or Organization |
|------------|---------------------------|--|
| Last | First | |
| Spillette | Steve | Private Individual |
| Sprague | Bruce | Private Individual |
| St. Clair | Laura | Private Individual |
| St. Clair | Bill | Houston Stronger |
| Stafford | Barbara | Private Individual |
| Staley | Cary | Private Individual |
| Stalsworth | Wayne | Private Individual |
| Stefano | Lori | Private Individual |
| Stein | William | Mid-America Arts Alliance |
| Steinhaus | Joanie | Gulf Program Director, Turtle Island Restoration Network |
| Stellar | Scott | Private Individual |
| Stephens | Judy | Houston Stronger |
| Stephenson | State Representative Phil | Texas House of Representatives |
| Stewart | Karen | Jefferson County Drainage District No. 6 |
| Stokes | Karen | Private Individual |
| Stone | Lisa | Private Individual |
| Strand | Scott | Private Individual |
| Striegold | Michael | Houston Stronger |
| Stroud | Alex | Houston Stronger |
| Strube | Jill | Private Individual |
| Stuart | John | Private Individual |
| Suberg | Renae | Private Individual |
| Sullivan | Sylvia | Private Individual |
| Sullivan | Dianne | Private Individual |
| Suma | Kulkarni | Indian Cultural Heritage Foundation |
| Summers | Jean | Houston Stronger |
| Swann | Teresa | Houston Stronger |
| Swann | Robert | Jazz Stand |
| Swanson | Romey | Director of Conservation Strategy, Audubon Texas |
| Swift | Mary Lou | Private Individual |
| Swisher | Juliana | Houston Stronger |
| Sykes | Kaye | Private Individual |
| Taegel | MaryJane | Private Individual |
| Tanner | Laurel | Private Individual |



| Name | | Individual, County, City or Organization |
|---------------------|--------------------------------|---|
| Last | First | |
| Taylor | Matthew | Private Individual |
| Taylor | Howard | Private Individual |
| Taylor | State Senator Larry | Texas Senate |
| Telge | Judy | Director, Coastal Bend Center for Independent Living |
| Teves | Gwyneth | Director, Community Development, City of Wharton |
| Thatcher | Valerie | Private Individual |
| Thibodeaux | Julie | Private Individual |
| Thomas | Stephanie | Houston Area Researcher and Community Organizer, Public Citizen |
| Thomas | Deidre | Private Individual |
| Thomas | Rilia | Houston Stronger |
| Thompson | Sheree | Houston Stronger |
| Thompson | State Representative Senfronia | Texas House of Representatives |
| Tiner | Jocelyn | Private Individual |
| Toguchi | Kae | Private Individual |
| Toliver | Tricia | Private Individual |
| Tomsu | Mary | Private Individual |
| Torres | Commissioner Ellie | Hidalgo County |
| Torres | Matt | Private Individual |
| Trahan | Commissioner Johnny | Orange County |
| Trammell | Vikki | Private Individual |
| Tran | Thomas | Private Individual |
| Trapezountious-Graf | Frosy | Houston Stronger |
| Trautman | Diane | County Clerk, Harris County |
| Trevino | Cathy | Houston Stronger |
| Trippe | Gloria | Private Individual |
| Tsai | Jill | Houston Stronger |
| Tsuru | Stephanie | Private Individual |
| Tupper | Aaron | EMC, Hardin County |
| Turner | Henrietta | City Manager, City of Floresville |
| Turner | Mayor Sylvester | City of Houston |
| Tuscher | Ralph | Private Individual |
| Tuthill | David | Private Individual |
| Udden | Rebecca | Private Individual |



| Name | | Individual, County, City or Organization |
|-------------|------------------------------|--|
| Last | First | |
| Ukegbu | Kavachi | Private Individual |
| Unertl | Ann | Private Individual |
| Urias | Michael | Houston Stronger |
| Vale | Wayne | Private Individual |
| Valle | Toni | Private Individual |
| Van Til | Jack | Houston Stronger |
| van Zutphen | Catherine | Houston Stronger |
| Vaughan | Jan | Private Individual |
| Vazquez | Armando | Houston Stronger |
| Villarreal | Judith | Private Individual |
| Vinson | Alia | Houston Stronger |
| Vogler | Mark | General Manager/Chief Engineer, Fort Bend County Drainage District |
| Wade | Charles | Houston Stronger |
| Wadham | Thomas Craig | Private Individual |
| Wadham | Pamela | Private Individual |
| Wagner | Adam | HITS Theater |
| Walker | Margie | Private Individual |
| Walker | Thea | Private Individual |
| Walker | Tina | Private Individual |
| Wallace | Patrice | Private Individual |
| Wallace | James | Houston Stronger |
| Walle | State Representative Armando | Texas House of Representatives |
| Ward | Kerry | Private Individual |
| Ward | Julie | Houston Stronger |
| Warren | Lillian | Private Individual |
| Warren | Lesley | Private Individual |
| Wasserman | Kate | Private Individual |
| Watson | Carrie | Private Individual |
| Watson | Harold | Private Individual |
| Waxman | David | Private Individual |
| Waxman | Leslie | Private Individual |
| Waxman | David | Private Individual |
| Weakly | Penny | Private Individual |
| Webb | Dianne K. | Private Individual |
| Weber | Lore | Private Individual |



| Name | | Individual, County, City or Organization |
|--------------|--------------------|--|
| Last | First | |
| Webster | Michael | Rice University |
| Weems | Susan | Private Individual |
| Weiershausen | Natalie | Houston Stronger |
| Weiss | Lily | Private Individual |
| Wemple | Chuck | Executive Director, Houston-Galveston Area Council |
| Wermers | Johanna | Private Individual |
| Wesley | F. Robert | Private Individual |
| West | Peggy | Houston Stronger |
| Westbrook | Adam | Private Individual |
| Westlake | Pamela | Houston Stronger |
| Wharton | Becky | Private Individual |
| Whitaker | Harold | Committee Member, Clear Creek Watershed Steering Committee |
| White | Kaiba | Private Individual |
| White | Heather | Private Individual |
| White | Elena | Houston Stronger |
| White | David | Private Individual |
| White-Olsen | Elizabeth | Programs Director, Bayou City Initiative |
| Whitmire | State Senator John | Texas Senate |
| Wieland | Loren | Private Individual |
| Wienert | John | Private Individual |
| Wilcher | Tina | Houston Stronger |
| Wilcox | James | Private Individual |
| Wilder | Suzi | Ingleside on the Bay |
| Wilhite | Erin | Houston Stronger |
| Wilkins | Grover | Orchestra of New Spain |
| Williams | Terrie | Private Individual |
| Williams | Sara | EMC, San Patricio County |
| Williams | Wes | Planning and Zoning Commission, Ingleside on the Bay |
| Wilshire | Linda | Private Individual |
| Wilson | Jim | Private Individual |
| Winsey | Jemila | Houston Stronger |
| Wong | Stephanie Todd | Director of Performing Arts & Culture, Asia Society |



| Name | | Individual, County, City or Organization |
|------------|-----------|---|
| Last | First | |
| Wood | Tena | Houston Stronger |
| Woodrome | C.D. | City Secretary/Treasurer, City of Ivanhoe |
| Woods | Laura | Private Individual |
| Wowk | Katya | Director, Texas OneGulf Center of Excellence, Texas A&M University Corpus Christi |
| Wright | Sharon | Houston Stronger |
| Wuthrich | David | Private Individual |
| Wyman | Stephen | Private Individual |
| Ximenes | Angelica | Private Individual |
| Yanez | Guadalupe | Private Individual |
| Yates | Mark | Director of Economic Development and Community Affairs, Cameron County |
| Yazdani | Babak | Houston Stronger |
| Yokom | Vince | Executive Director, Waller County Economic Development Partnership |
| Young | Elizabeth | Private Individual |
| Young | John | Private Individual |
| Young | Jackie | Executive Director, Texas Health and Environment Alliance, Inc. |
| Youngblood | Jatonia | Houston Stronger |
| Yowman | Isaac | Private Individual |
| Zimmerman | Mayor Joe | City of Sugar Land |
| Zipay | Joanne | Private Individual |



The following is a summary of all comments received together with the GLO's responses.

09/26/2019 PUBLIC HEARING IN AUSTIN:

Comment Received: Rural communities should be considered in a different manner than urban communities, as cost-benefit analysis tends to be more negative with rural communities as the population is much lower. The Texas General Land Office should also consider connectivity amongst multiple jurisdictions and the colonias.

Staff Response: The Texas General Land Office remains committed to ensuring CDBG-MIT funds are distributed in a manner that is both within the bounds of the prescribed law and works to achieve the most effective and efficient recovery possible. Every community, regardless of its size and its individual needs, will be given adequate consideration. The competitions have scoring criteria that considers both urban and rural areas.

Comment Received: Communities in the Lower Rio Grande Valley seek to expand existing systems while expanding on other rural service area needs. Cost-benefit analysis for projects will be challenging because of the lower population in this area. It is estimated that at least \$180 million are needed in this area.

Staff Response: The Texas General Land Office remains committed to ensuring CDBG-MIT funds are distributed in a manner that is both within the bounds of the prescribed law and works to achieve the most effective and efficient recovery possible. Every community, regardless of its size and its individual needs, will be given adequate consideration. The competitions have scoring criteria that considers both urban and rural areas.

Comment Received (multiple times): Multiple letters from member counties have been sent supporting the public commenter process and a citizen advisory committee. These letters present concerns about the level of involvement the advisory committee will have and suggest local official advisory committees be formed as well.

Staff Response: The Texas General Land Office encourages robust citizen participation at all levels and will continue to administer funding in a manner that adheres to all federal requirements. Should local advisory committees be formed, their input would be valuable to the overall process and the GLO actively invites all impacted parties to partake in the CDBG-MIT process.

Comment Received: HUD CDBG-MIT funds should be locally administered to allow localities to address their diversified needs.

Staff Response: The Texas General Land Office remains dedicated to actively coordinating with localities to ensure that CDBG-MIT funds are distributed in a manner that works to address their



individualized recovery needs. With the exception of the housing programs, all other projects will be implemented by subrecipients contracted with the GLO.

Comment Received: Mitigation efforts should foster long-term resilience; natural and/or nature-based projects to achieve the goals of the CDBG-MIT funds should be given priority. This includes green stormwater infrastructure and hybrid projects.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that fosters a disaster recovery process that emphasizes resiliency. This effort is inclusive of exploring innovative ideas and working to ensure that all projects are given adequate consideration for funding.

Comment Received: Our city is in the most impacted and distressed area and eligible to receive CDBG-MIT funds, but there is a conflict existing between our city and the county in terms of how these funds should be administered. We are requesting more guidance and methodology on how to navigate these dynamics. We are also in need of information technology resiliency.

Staff Response: The Texas General Land Office, as the primary administrator of CDBG-MIT funds, remains committed to crafting policies and procedures that facilitate the coordination of disaster recovery programs amongst cities, counties, and other units of local government. As stated in the Action Plan, eligible entities are encouraged to collaborate on a regional level. The Texas General Land Office can help organize meetings with the city and county to work through potential partnerships.

Comment Received: Will faith-based entities be eligible for consideration for funding?

Staff Response: Faith-based entities are not directly eligible to apply for the CDBG-MIT funds but can be sponsored by eligible applicants for CDBG-MIT eligible projects.

10/01/2019 PUBLIC HEARING IN BEAUMONT:

Comment Received: I request that there should be no substantial damage rule from FEMA; I am concerned with covered projects. Counties need authority to enforce building standards. No buyouts—want to redevelop buyout property.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Create special allocation for 2015 and 2016 flooding. There is a need for interoperable communications.



Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress. It should be noted that the CDBG-MIT Action Plan, as currently written, contains programs that directly work to address 2015 and 2016 Flood needs. For more information on those programs, see the Action Plan.

Comment Received: Planning needs to give special consideration to islands such as Galveston. Projects that need to be considered include: pump/drainage stations; water line; and sewage. The citizen advisory committee is a good idea.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress. All the projects identified are likely to be eligible.

Comment Received: I am concerned about drainage district eligibility. Watershed planning is more appropriate than other ways to plan.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress. Drainage districts will be eligible to compete for the Hurricane Harvey State Mitigation Competition.

Comment Received: Our community is young and growing. We have flooding in older areas of town—please take this into consideration. Our community has a covered project, but lower threshold to \$75 million. The 51% LMI is still too high.

Staff Response: The Texas General Land Office remains committed to ensuring CDBG-MIT programs are administered within the bounds of the law, including the LMI aggregate requirement. Absent a waiver or directive from HUD, all HUD-implemented rules and regulations must be followed. The Texas General Land Office is also strongly considering altering the minimum threshold requirement for certain CDBG-MIT programs. For updated thresholds, see the Action Plan.

Comment Received: Request for public health and safety—need utility backup, standby generators to maintain pressure; utility sharing between larger systems.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The Texas General Land Office needs to conduct more outreach. 50% state requirement will hurt coastal areas. Communities of color are in the most vulnerable, neglected areas.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.



Comment Received: As much flexibility as possible needed. Buyouts are not a good idea—infrastructure much more needed. Give COGs allocations. Special districts are very important.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: There are a variety of issues in Port Arthur due to past storms; USACE drainage plan mentioned.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Rural counties should be considered in funding. I would like to know if we can we use funds for match with TxDOT and other projects.

Staff Response: CDBG-MIT funds can be used as match subject to program and CDBG-MIT regulations.

Comment Received: Stay focused on where damage is; emphasize community over region. I am opposed to using these funds for buyouts. Please put more into infrastructure.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: I am concerned about city of Port Arthur drainage system; high LMI impacted; anti-buyout; Port Arthur drainage comes from outlying communities and affects people of color. Pay attention to how money is spent, as well as speed of spending. Local oversight is important.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: LMI requirements – please reduce this requirement further. Need county-wide drainage plan only. Local communities know best. Buyouts worked in Liberty County.

Staff Response: The Texas General Land Office remains committed to ensuring CDBG-MIT programs are administered within the bounds of the law, including the LMI aggregate requirement. Absent a waiver or directive from HUD, all HUD-implemented rules and regulations must be followed.

Comment Received: Can a drainage district be a subrecipient?



Staff Response: Drainage districts are eligible to participate in the Hurricane Harvey Competition.

Comment Received: Drainage districts needs to be a direct recipient. What is their eligibility status?

Staff Response: Drainage districts are eligible to participate in the Hurricane Harvey Competition.

Comment Received: LMI is problematic—storms do not recognize the affluent. 100% of allocation should go to MID communities. Local communities know best. Do not duplicate efforts; please coordinate with the TWDB.

Staff Response: The Texas General Land Office remains committed to ensuring CDBG-MIT programs are administered within the bounds of the law, including the LMI aggregate requirement. Absent a waiver or directive from HUD, all HUD-implemented rules and regulations must be followed.

Comment Received: There are underlying issues of not having clear title to property. Please provide outreach and education for legal aid, estate planning, and financial planning.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.

10/02/2019 PUBLIC HEARING IN CORPUS CHRISTI:

Comment Received: It is difficult to establish 50% LMI rule due to seaside community's resident makeup. We will work with the local COG to allocate funds.

Staff Response: Per HUD's regulation, 50 percent of CDBG– MIT funds must benefit low- and moderate-income persons.

Comment Received: We are dismayed about not being able to use funds for EMC facilities

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The county has a Hazard Mitigation Plan that incorporates all communities.

Staff Response: The Texas General Land Office recognizes this comment.

Comment Received: We demand that federal officials change HUD approach and burdensome rules and regulations.



Staff Response: The Texas General Land Office remains committed to ensuring CDBG-MIT programs are administered within the bounds of the law, including all HUD mandates. Absent a waiver or directive from HUD, all HUD-implemented rules and regulations must be followed.

Comment Received: The city was greatly impacted by natural disasters. The city is still trying to rebuild after recent disasters.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: I am upset that HUD will not listen to local communities. Rules are being made without our input and are out of date.

Staff Response: The Texas General Land Office remains committed to ensuring CDBG-MIT programs are administered within the bounds of the law, including all HUD mandates. Absent a waiver or directive from HUD, all HUD-implemented rules and regulations must be followed.

Comment Received: Community infrastructure and homes were greatly impacted by recent natural disasters and increased ship activity. It is difficult to find resources for repairs for mitigation.

Staff Response: The Texas General Land Office recognizes this comment and encourages the community to explore the CDBG-MIT Programs in an effort to fund the infrastructure needs referenced herein.

Comment Received: There is continuous damage to the city's shoreline due to an increase in coastal activities. Our city is still damaged from past events.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: There is an increase of ship traffic which is affecting our coastline. Our city is and was greatly impacted by past events.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Please include small-town projects when the GLO selects projects. Small towns are greatly impacted by past events.

Staff Response: The Texas General Land Office remains dedicated to ensuring all eligible applicants are given adequate consideration, regardless of the size of the applying entity, as they



are scored. All applications will be scored against the correlating program criteria and selected based on those evaluations.

Comment Received: There was significant damage to the local marina; we still are trying to recover.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The majority of the 400 lots on the water are in the floodplain. Our local community's needs were not included in San Patricio County flood mitigation plan; we are reworking our own plan. Request that small towns such as ours are included in funding.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress. Cities and counties will be eligible for the competitions and the Regional Mitigation (COG MOD) Program.

Comment Received: Local ship channels are greatly impacted by past events and increasing weather conditions. We have formed a coastal watch association.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The LMI requirement is too high—communities need more flexibility; drainage, water and sewer are priorities. LMI does not follow block group boundaries which makes it more difficult to meet the LMI requirement.

Staff Response: The LMI requirement is required under federal law and, absent a waiver or directive from HUD, shall remain fully enforced by the GLO.

Comment Received: Our region still has acute need for housing vouchers for LMI persons impacted by Harvey; lack of affordable rental housing was already a problem in the area before disasters. We are working to find the exact level of need for rental housing.

Staff Response: The Texas General Land Office has no authority over housing vouchers. The Hurricane Harvey \$5.6 billion allocation is currently building over 4,800 rental units of which of over 3,800 for low- to moderate-income renters with an investment of \$450 million.

Comment Received: Communities need to harden fuel infrastructure, EMS aircraft facilities, and upgrade helicopters to all weather.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.



Comment Received: LMI doesn't work in coastal communities due to high-value properties; projects must be hardened for everyone, not just the LMI population.

Staff Response: Absent a waiver from HUD, the LMI requirement presented under the correlating Federal Register notice must be followed.

Comment Received: Our county was and is still greatly impacted by past natural disasters. Counties do not have enough power to enforce code regulations. We need county building code authority.

Staff Response: The Texas General Land Office agrees that building codes are very important to mitigate for future disasters but the GLO has no authority to grant such authority.

Comment Received: Smaller communities lack personnel to develop projects; we have had challenges with grants administrators.

Staff Response: The Texas General Land Office recognizes this comment and would like to emphasize that it is dedicated to providing technical guidance and assistance to eligible program participants.

Comment Received: Challenge with educating the public about risks; new residents do not know what to do in case of a natural hazard and don't know the risks they face.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: There needs to be an increased amount of non-traditional housing in our region.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress

Comment Received: I am concerned about the LMI rule using Census data: it does not reflect conditions in the community. Surveys are difficult for small communities to complete.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: I am discouraged about HUD restricting EMS activities. We should be able to mitigate EMS facilities.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.



Comment Received: We already have \$2 million worth of projects identified; it is important that our bulkheads can be repaired with these funds.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We must help the LMI population. LMI residents live throughout the region and should not be forgotten.

Staff Response: The Texas General Land Office recognizes this comment and would like to reiterate that it is dedicated to complying with the federally mandated LMI aggregate requirement.

12/02/2019 PUBLIC HEARING IN ROCKPORT:

Comment Received: The 50% LMI rule is difficult to meet in Aransas County. We are also concerned that the Action Plan MIT COG allocation of \$79 million to share between 43 jurisdictions is insufficient for what was essentially ground zero when Harvey made landfall. Funding should be allocated at the hardest impacted area first and then expand from there.

Staff Response: The Texas General Land Office remains committed to ensuring all CDBG-MIT funds are allocated in full compliance with all applicable rules and regulations promulgated by HUD. The Texas General Land Office understands the concerns raised by smaller communities and will work diligently to ensure that the needs of all Texans are adequately considered as programs and projects develop.

Comment Received: Assistance is needed for bulkhead repairs that are very important to protect homes from the next storm and flooding. We are worried that Rockport will lose out to larger metro areas for funding.

Staff Response: The Texas General Land Office remains committed to ensuring that the individual needs of impacted communities are considered and addressed within the bounds of the rules and regulations governing the CDBG-MIT allocation, regardless of the size of the community.

Comment Received: CDBG-MIT funding should be administered with a regional perspective to build a regional breakwater through the Coastal Resiliency Program. Work should also be prioritized for projects that have already been identified and planned. The top priority for any study should be drainage and aligning how river basins interconnectivity impact large-scale projects.

Staff Response: Per the CDBG-MIT draft Action Plan, the GLO has structured project consideration in a manner that permits regional collaboration to ensure large-scale projects are



achievable and encourages projects previously identified for additional points in competitions. The Texas General Land Office remains committed to ensuring mitigation projects, especially those that impact regional watersheds, are developed in a manner that considers regional impacts.

Comment Received: I am in support of the CDBG-MIT State Action Plan as it is great for small communities. Despite this, those communities still have needs and consideration should be given; HUD money is needed because these smaller communities have very limited resources.

Staff Response: The Texas General Land Office recognizes that smaller communities lack the resources of their larger counterparts and has worked to design project evaluation criteria that ensures all proposed projects are weighed and considered before funding awards are issued.

Comment Received: More oversight is needed for the COG Methods of Distribution in the MIT State Action Plan.

Staff Response: All COG Methods of Distribution must go through a full public participation effort and be submitted to and approved by the GLO before they can be fully implemented under the CDBG-MIT Action Plan.

Comment Received: We are concerned that small towns will not be able to put together a competitive application with their already limited staff. There are lots of smaller communities that are not a 50% LMI community, but still have needs. We disagree with the poverty rate tie-breaking procedures and would like to request the elimination of unnecessary rules. Bonus points should also be given for innovative ideas.

Staff Response: The Texas General Land Office recognizes the needs of smaller communities that may not have the same resources as their larger counterparts and remains dedicated to ensuring that these communities are given an equal opportunity to apply for funding under the CDBG-MIT Action Plan.

Comment Received: We are concerned that funding is spread too thin and does not address the hardest hit areas.

Staff Response: The Texas General Land Office remains committed to ensuring all CDBG-MIT funds are administered in a manner that is both in compliance with all applicable rules and regulations and works to help all impacted Texans make the most effective and efficient recovery possible. In an attempt to fund larger projects, the GLO has increased project minimums in all programs being offered.

Comment Received: The Coastal Watch Association would like to call for more planning activities as warranted by rising sea levels and continuous flooding.



Staff Response: The Texas General Land Office allocated funds across multiple project types in an attempt to cover as many mitigation needs as possible.

Comment Received: How does a small community fit into the scoring category?

Staff Response: Smaller communities are as eligible to apply for CDBG-MIT funds as their larger counterparts. The Texas General Land Office plans to have multiple application workshops along with application support materials to make the application process as simple as possible within the federal requirements.

Comment Received: We are concerned that business owners in Rockport, who do not own their retail space, are not eligible for aid.

Staff Response: HUD determined that direct economic development activities would not be eligible for CDBG-MIT funds. Instead, mitigation that protects business concerns will be eligible.

Comment Received: Breakwaters and bulkheads are difficult and expensive projects to accomplish and other means of mitigation should be strongly considered. We are concerned about the LMI requirement, as stormwater and flooding do not discriminate based on income levels.

Staff Response: Absent a valid waiver from HUD, the GLO remains committed to ensuring the federal LMI requirement, as written, is met.

Comment Received: We would like to formally complain that there have been no GLO funds to date in Aransas County.

Staff Response: The GLO has granted more than \$32.5 million in CDBG-DR assistance directly to Aransas County as part of the Hurricane Harvey State Action Plan. To date, a combined estimate of \$15.1 million in homes have been constructed in the county through the Homeowner Assistance Program, with another \$78.2 million of approved homeowner applications for the Coastal Bend still to be built.* Hundreds of thousands of dollars are being reimbursed to Aransas County storm survivors who did their own repairs and applied to the Homeowner Reimbursement Program. Over \$19 million has been approved for multifamily projects in the Affordable Rental Program, with one project already completed. In addition to this, the GLO has conveyed over \$4.3 million to the Coastal Bend Council of Governments region as part of its direct housing mission on behalf of FEMA, much of it going to shelter Aransas County residents.

Comment Received: The Mayor of Rockport would like to emphasize a regional approach to all projects eligible under the CDBG-MIT funding.

Staff Response: The Texas General Land Office has recognized the importance of emphasizing regional projects for mitigation purposes and encourages the development of such projects in order



to foster the most holistic approach to mitigating the effects of future weather events. However, the GLO also recognizes that, in some instances, a regional approach to a project is unnecessary and, therefore, has crafted the draft Action Plan in a manner that balances these two perspectives.

Comment Received: Thank you to George P. Bush for assistance to Coastal Bend, and for holding public hearings.

Staff Response: The Texas General Land Office recognizes and appreciates this comment for praising the agency's efforts to remain in compliance with all public participating requirements promulgated by HUD.

12/09/2019 PUBLIC HEARING IN DALLAS:

Comment Received: We agree that is a good idea to integrate regional planning into studies, but there needs to be flexibility in award amounts for all mitigation programs.

Staff Response: The Texas General Land Office recognizes this comment and appreciates the positive feedback.

Comment Received: Future population growth should be considered in scoring for the 2015 and 2016 Floods programs. Future programs need to have a growth factor in all future programs.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: I disagree with the two-application limit and single activity limit. These restrictions are hard on small communities.

Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering the cap on the maximum number of applications each entity may submit for consideration. For final number of applications per applicant, see the Action Plan.

Comment Received: I think that applicants should be able to address activities beyond mitigation.

Staff Response: All eligible activities under CDBG-MIT programs are specifically prescribed by federal law and, absent a change issued from HUD, cannot be altered.

Comment Received: The Texas General Land Office should remove the single activity limit from all mitigation programs.



Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

12/10/2019 PUBLIC HEARING IN WESLACO:

Comment Received: HMGP Planning—needs to be 2 years instead of 1 year prior to expiration. Will communities be able to apply for MOD and competition? Do RFP/RFQs need to be separate, or can they do one general MIT application? Please make available data to determine admin cost caps.

Staff Response: This change can be made to the program. Any vendor selections must be compliant with all state, local, and federal procurement regulations. The caps for admin costs are in line with previous disaster recovery programs administered by the GLO.

Comment Received: MIT Action Plan does not have a way to move a family to a house outside a flood prone area; please reincorporate buyouts/relocations into the Action Plan. Try to include reconstruction after a buyout. Can HMGP eligibility be used for Action Plan eligibility?

Staff Response: Buyout or acquisition with or without relocation assistance, down payment assistance, housing incentives, and demolition is an eligible activity under several CDBG-MIT programs.

Comment Received: Are matching funds required? Can we use MIT for matching? Need a fast turnaround time for application (environmental/historical).

Staff Response: Matching funds are not required; however, points are given for leverage in the three mitigation competitions.

Comment Received: Does not like two-application limit. Difficult for drainage districts.

Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering the cap on the maximum number of applications each entity may submit for consideration. For final number of applications per applicant, see the Action Plan.

Comment Received: Please open program competitions to Hidalgo County. District is qualified to handle large applications, has several shovel-ready projects. Please make districts eligible to apply. Difficult to achieve BCA due to low-income population. Two-application limits are difficult.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.



Comment Received: Please allow submissions of more than two projects. TDEM likes Willacy County projects for regional impact. Please clarify lead applicant on multiple jurisdiction projects. Can one procurement work for multiple projects?

Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering the cap on the maximum number of applications each entity may submit for consideration. For final number of applications per applicant, see the Action Plan.

Comment Received: Work on faster turnaround. Need flexibility for spending time limits.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Cameron County needs Most Impacted designation so that they can participate. No funding for Coastal Resiliency Program; please reconsider.

Staff Response: HUD most impacted and distressed (HUD MID) was determined by HUD and identified in the CDBG-MIT Federal Register notice. Cameron County is designated a 2016 State MID county.

12/11/2019 PUBLIC HEARING IN HOUSTON:

Comment Received: Houston and Harris County have experienced five events in the last 5 years, with Harris County being the only county impacted during all 3 of the mitigation years. Without mitigation infrastructure, Houston and Harris County will remain highly vulnerable to future disasters. The Action Plan hinders Houston's ability to achieve resiliency, as funds are not awarded proportionately and the idea of regional coordination is problematic. Nearly half of the people affected by recent disasters live in Houston and Harris County, but half of the CDBG-MIT funds are not allocated to reflect this statistic. Houston and Harris County have partnered on projects, but the GLO should be clearer in how it intends to prioritize regional projects.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible. In fostering an atmosphere of regional cooperation, CDBG-MIT funds may provide the most wide-scale impact of mitigation dollars possible. The Texas General Land Office seeks to ensure that all federal allocations are used in a manner that creates the most benefit possible. Based on public comment, the GLO will be updating how the Hurricane Harvey Competition will be administered.



Comment Received: It is not proportionate nor fair that Harris County is only receiving, at best, 8.3% of the CDBG-MIT funds. This is not proportional to impact. COG approach to MODs is unfair, as Houston and Harris County are outvoted in H-GAC because they are outnumbered by suburban counties, even though Harris County brings a lot of resources to the COG. It is an issue that each applicant must complete a project before a second round of projects are considered.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible. In fostering an atmosphere of regional cooperation, CDBG-MIT funds may provide the most wide-scale impact of mitigation dollars possible. The Texas General Land Office seeks to ensure that all federal allocations are used in a manner that creates the most benefit possible. Based on public comment the GLO will be updating how the Hurricane Harvey Competition will be administered.

Comment Received: The Action Plan needs to be clearer and consideration should be given to either increasing or eliminating the dollar amount cap.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible. In fostering an atmosphere of regional cooperation, CDBG-MIT funds may provide the most wide-scale impact of mitigation dollars possible. The Texas General Land Office seeks to ensure that all federal allocations are used in a manner that creates the most benefit possible. Based on public comment the GLO will be updating how the Hurricane Harvey Competition will be administered.

Comment Received: Covered Projects should be included in the Action Plan prior to submittal to HUD to speed up overall project delivery.

Staff Response: It was not possible to take applications for Covered Projects and meet the Action Plan submittal requirements. Any Covered Projects will be detailed in subsequent Action Plan amendments.

Comment Received: The Texas General Land Office should not punish joint applications; any joint applications should not count against the limit set for individual application submittals.

Staff Response: In response to public comments, the GLO will be adjusting the number of applications allowable in the Hurricane Harvey State Mitigation Competition.

Comment Received: Economic benefits should be given more consideration in project evaluations. Requests more clarity as to how vulnerable populations are impacted.



Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible. In fostering an atmosphere of regional cooperation, CDBG-MIT funds may provide the most wide-scale impact of mitigation dollars possible. The Texas General Land Office seeks to ensure that all federal allocations are used in a manner that creates the most benefit possible

Comment Received: The required timeline for project delivery is an issue and should be reevaluated. Covered Projects should not be limited to \$100,000,000, as Harris County and Houston are working on watershed projects that far exceed the maximum established.

Staff Response: The Texas General Land Office recognizes these comments and will give them adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The cost-benefit analysis is concerning. There should be an exploration into the capturing of fresh water, as it could be an asset for mitigation.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as the CDBG-MIT programs progress.

Comment Received: Although DeWitt County is identified in the MIT Action Plan as a State MID for 2015 Floods and Harvey, the money delivered through the COGs renders the county not eligible for funding. DeWitt County is very small with four employees and an annual revenue of only \$313,000. This limits access to quality grant writers. DeWitt County's property values are skewed because of mineral resources and this should be considered.

Staff Response: The COG MODs will be created with the benefit of full citizen participation. The Texas General Land Office would encourage the county to make their needs and concerns known to the COG in advance of and during that process. It should be noted that the GLO is dedicated to ensuring that all impacted communities, regardless of size, are presented with an equitable opportunity to participate in CDBG-MIT programs.

Comment Received: The Galveston County Consolidated Drainage District is one of the most disenfranchised and hopes to be included in the process and qualified to receive MIT funding.

Staff Response: The Texas General Land Office remains committed to ensuring all CDBG-MIT applicants are equitably evaluated as decisions for grant awards are made under respective programs.

Comment Received: I am concerned about the joint application limitations counting against each applicant. Friendswood is limited to submitting regional projects due to LMI requirements. I would like to request a reconsideration of the LMI requirement.



Staff Response: The Texas General Land Office recognizes and appreciates the content of this comment but the GLO has no ability to lower the 50% LMI requirement without a waiver from HUD, and to submit a waiver request, the GLO must have adequate project details to move forward.

Comment Received: I would like to emphasize and encourage a regional focus for the Clear Creek and Dickinson Bayou area.

Staff Response: The Texas General Land Office encourages the regional development of projects under programs presented by the draft CDBG-MIT Action Plan. Coordination of local entities to ensure mitigation efforts work to aid an entire impact area are strongly encouraged.

Comment Received: Flooding is caused by both nature and man and this should be taken into consideration. There should also not be a reliance on county lines for project consideration, as upstream and downstream projects impact surrounding areas.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration CDBG-MIT programs develop.

Comment Received: Duplication of Benefits and Small Business Loans should be reexamined for HRP applicants and participants.

Staff Response: This comment is outside of the scope of the CDBG-MIT Action Plan.

Comment Received: Friendswood City Council partnered with another group to conduct a study that revealed Clear Creek as the bottleneck for flood waters and has worked to design improvements. We are ready to partner with Galveston County CDD and HCCD to conduct this project. A bond in the amount of \$41 million in local money has already been passed that could be used as a match. Solving this issue would solve many issues for the entire watershed.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop. The Texas General Land Office would also like to encourage the commenter to remain actively engaged with local officials as project proposals are drafted to ensure all needs are considered.

Comment Received: There are equity concerns with the Action Plan. Climate change should be discussed and considered. Green energy and energy storage should be highlighted as a mitigation strategy.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.



Comment Received: There is something wrong with the entire allocation process designed by the GLO. I hope the GLO will revamp the process because it is currently inadequate.

Staff Response: The Texas General Land Office recognizes the concerns presented by this comment and remains dedicated to ensuring that the allocation of CDBG-MIT funds is done in a manner that is consistent with all applicable federal law.

Comment Received: The public comment period of 45 days over the holidays is inadequate and would like the GLO to add additional time.

Staff Response: The Texas General Land Office remains committed to ensuring the satisfaction of all public participation requirements established under the federal rules. In compliance with those rules, the GLO has implemented the required 45-day public comment period along with a series of public hearings in various locations across Texas to give stakeholders every opportunity to submit feedback on the draft CDBG-MIT Action Plan.

Comment Received: Deep inequities are imbedded in the details of the mitigation programs.

The SoVI Index is not described in any detail nor is it explained how it will be used.

The cost/benefit analysis is discriminatory against poor people and it should not be the basis upon which assistance is awarded. Pollution should be a listed hazard in the Action Plan.

Staff Response: The Texas General Land Office recognizes this comment and will give the entirety of its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: The Action Plan does not detail how Houston and Harris County are working together to tackle flooding issues.

Staff Response: The CDBG-MIT draft Action Plan does not provide an outline of how communities may or may not be collaborating for mitigation efforts, but instead provides an overview of available programs under the CDBG-MIT allocation. Should Houston and Harris County decide to take a collaborative approach in participating in any of the enumerated programs, the GLO would then consider their application in accordance with the application criteria provided under that particular program.

Comment Received: There is no equity in making the needs of COGs equal to the needs of cities and counties. This takes away resources from cities and lacks equity because county and city collaboration are penalized under the application limit.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.



Comment Received: The Texas General Land Office should reconsider the restriction on funding for emergency response teams. The 50% LMI requirement should not be waived.

Staff Response: The Texas General Land Office remains committed to ensuring all CDBG-MIT funds are administered in accordance with federal law. Eligible activities for federally awarded funds are determined by HUD and the GLO is unable, absent a directive from HUD, to change those activities. Absent a waiver or directive from HUD, The Texas General Land Office shall administer all CDBG-MIT funds in accordance with the 50% LMI requirement.

Comment Received: These funds should not be competitive as competition between communities causes friction. Our community cannot wait on the GLO to decide on rules for how CDBG-MIT funding should be disbursed.

Staff Response: The Texas General Land Office has structured some programs as competitions in order to foster an environment that opens the door for any and all applicants to access CDBG-MIT funding. The Texas General Land Office remains committed to following all Action Plan review and approval timelines mandated by HUD and shall award funds in accordance with those timelines.

Comment Received: The cost-benefit analysis is concerning as the Action Plan is unclear as to how the state will conduct the analysis. The State should value people over property. Housing Act and Title 6 should be given consideration as project approval and processing may be violative.

Staff Response: The Texas General Land Office remains committed to ensuring that all programs developed and implemented under the CDBG or CDBG-MIT framework are in compliance with all applicable federal laws, including the Fair Housing Act.

1/9/2020 PUBLIC HEARING IN JASPER:

Comment Received: What was the coordination with TDHCA? We are concerned about having sufficient help for housing programs.

Staff Response: TDHCA is a partner that the GLO consults with on a regular basis. The GLO remains committed to ensuring all programs under the CDBG-MIT allocation are administered in the most effective and efficient manner possible. Those efforts include to provision of technical assistance, as warranted, to ensure subrecipients are given all the tools they need to run a successful program.



Comment Received: I have many concerns over the allocations among regions with little more than 10% of funds allocated to the COGs. I support that competitions are not open to special districts. I believe the FEMA cost scoring is an issue.

Staff Response: The Texas General Land Office recognizes the comments presented above and will give each adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Flexibility and local control are extremely important, and I support everyone working together in regions.

Staff Response: The Texas General Land Office appreciates this comment and agrees mitigation is often regionally based.

Comment Received: We were fined by TCEQ for Harvey damage and need funding to make repairs, not drainage. The Gulf Coast drainage criteria needs to be changed as shallow storage doesn't work and interferes with septic systems. Drainage money should be coordinated with upper and coastal regions.

Staff Response: The Texas General Land Office recognizes the comments presented above and will give it adequate consideration as CDBG-MIT programs and policies progress. Additional detail will be provided in the program application guides that will be forthcoming in the next couple months.

Comment Received: FEMA denied the area Harvey funds and small communities cannot fix sewer and water systems on their own.

Staff Response: The Texas General Land Office recognizes the comment presented above and will give it adequate consideration as CDBG-MIT programs and policies progress. The commenter is also encouraged to explore the options that may be presented under CDBG-MIT programs to remedy the sewer and water system issues cited.

Comment Received: Direct allocations are better for smaller and rural communities as it is too difficult to compete with larger jurisdictions. Grant administrators are rare and smaller communities should still get their fair share of funds. Set asides should be created to help with the application process. Everyone should play by the same rules as it is not always cheaper to live in a rural area.

Staff Response: The Texas General Land Office recognizes this comment and will give it adequate consideration as CDBG-MIT programs and policies progress and remains committed to ensuring all programs under the CDBG-MIT allocation are administered in the most effective and efficient manner possible. Those efforts include to provision of technical assistance, as warranted, to ensure subrecipients are given all the tools they need to apply for funds and complete projects.



The Texas General Land Office will also give adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Thank you for extending the comment period. More money should be allocated to the COGs as the current allocation is insufficient. The 50% LMI rule is better, but still prohibits some communities from receiving aid.

Staff Response: The Texas General Land Office recognizes the content of this comment will give each point presented adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: I support special districts being able to participate. The LMI requirement is always an issue as flooding does not discriminate. Competitive aspects make it difficult for smaller communities.

Staff Response: The Texas General Land Office appreciates the support offered in this comment and remains committed to meeting all the federal requirements associated with the funds.

Comment Received: I do not like the LMI requirement because it does not work for rural areas. Additionally, I do not know how my area will get funding given the requirement.

Staff Response: The Texas General Land Office must comply with the 50% LMI aggregate requirement set by HUD, absent a waiver.

Comment Received: I have the following comments regarding the CDBG-MIT Action Plan:

Does the \$3 million floor cover one or multiple projects? How does the 50% LMI requirement play into the competitions? Rural communities are confused about procurement and need more technical assistance.

Staff Response: The competition floor for the Hurricane Harvey State Mitigation Competition will be \$3 million for a single project serving a single service area. LMI is a part of the overall scoring for all the program competitions. The Texas General Land Office has already begun plans to provide additional procurement technical assistance in advance of the MIT funds. In the meantime, the commenter is encouraged to look to the GLO website for procurement guidance and tools.

Comment Received: Our jurisdiction would like to see an increase in the COG allocations. Communities are being further impacted as disaster victims are leaving the area.

Staff Response: The Texas General Land Office recognizes the content of this comment will give each point presented adequate consideration as CDBG-MIT programs and policies progress.



NON-PUBLIC HEARING COMMENTS:

Comment Received: Aransas County supports the reduction of the overall LMI benefit requirement from 70% down to 50%.

Staff Response: The Federal Register allows for the overall aggregate for LMI to be at 50% of the total funds. The Texas General Land Office appreciates the support from Aransas County in efforts being made to ensure that the HUD CDBG-MIT funding works to serve as many impacted Texans as possible.

Comment Received: Funding from the MIT Action Plan should include at least \$100 million to provide for the unmet need in Aransas County.

Staff Response: Aransas County will be eligible to be considered for participation in several different programs from the MIT allocation. The Texas General Land Office is committed to working with impacted localities to ensure that Methods of Distribution consider all relevant factors in order to provide as much aid to as many Texans as possible.

Comment Received: It is requested that at least one of the planned public Commenter hearings planned by the GLO be held in Aransas County.

Staff Response: The Texas General Land Office shall, as required by the Federal Register, conduct a robust citizen participation procedure to ensure all impacted communities and Texans are given the ability to provide input on the CDBG-MIT State Action Plan.

Comment Received: It is requested that GLO staff visit Aransas County to meet with the county long-term recovery team for a detailed briefing.

Staff Response: The Texas General Land Office shall, as required by the Federal Register, conduct a robust citizen participation procedure to ensure all impacted communities and Texans are given the ability to provide input on the CDBG-MIT State Action Plan.

Comment Received: We are concerned that Aransas County will be disproportionately left out of the Method of Distribution calculation as a result of our overall population.

Staff Response: The Texas General Land Office remains committed to the equitable development of COG Methods of Distribution to ensure that funding is distributed in a manner that is both consistent with the applicable rules and regulations and that addresses the need of impacted communities.

Comment Received: The highest priority should be given to natural and nature-based projects, including urban and non-urban infrastructure projects.



Staff Response: The Texas General Land Office is working with the agency's Texas Coastal Resiliency Master Plan in the selection of projects that consider green infrastructure, gray infrastructure, and nonstructural measures.

Comment Received: We urge the GLO to dedicate a significant percentage of these funds toward coastal resilience to implement nature-based projects contained within the 2019 Texas Coastal Resiliency Master Plan.

Staff Response: The Texas General Land Office is working with the agency's Texas Coastal Resiliency Master Plan in the selection of projects that consider green infrastructure, gray infrastructure, and nonstructural measures.

Comment Received: We urge an emphasis on coastal resilience to provide opportunities to leverage existing funding mechanisms with MIT funds.

Staff Response: The Texas General Land Office is considering a community's ability to leverage other funds in the criteria for the competitions.

Comment Received: We urge the incorporation of green stormwater infrastructure in coastal and inland areas, and especially within the most impacted and distressed areas.

Staff Response: The Texas General Land Office is working with the agency's Texas Coastal Resiliency Master Plan in the selection of projects that consider green infrastructure, gray infrastructure, and nonstructural measures.

Comment Received: We firmly believe that protecting the natural systems that provide existing disaster mitigation benefits is critical for successfully reducing risk from future disasters.

Staff Response: The Texas General Land Office also believes that mitigation efforts are critical as the Texas Coast will continue to be impacted by future events.

Comment Received: We support the GLO's efforts to upgrade its state Hazard Mitigation Plan to an Enhanced Mitigation Plan to comprehensively assess vulnerability for future.

Staff Response: The Texas General Land Office appreciates the support in efforts being made to ensure that the HUD CDBG-MIT funding works to serve as many impacted Texans as possible.

Comment Received: It the position of multiple cities and counties that HUD CDBG-MIT funds remain locally administered to allow each locality to administer the funds as they see appropriate.



Staff Response: The Texas General Land Office remains dedicated to actively coordinating with localities to ensure that CDBG-MIT funds are distributed in a manner that works to address their individualized recovery needs. With the exception of the housing programs, all other projects will be implemented by Subrecipients contracted with the GLO.

Comment Received: I would like to respectfully comment that local county governments are in a unique position to take the lead in developing county-wide action plans that incorporate housing and non-housing activities as well as identify and incorporate human support services.

Staff Response: The Texas General Land Office remains committed to ensuring that CDBG-MIT are allocated in a manner that works to address the unique challenges faced by individual communities. This process includes a robust citizen participation process and active consultation and incorporation the expertise and knowledge held by local governments.

Comment Received: Port Aransas is often forgotten by federal grants and donations due to its size. The city was completely destroyed and the majority of homes that sustained damage house employees that are vital to the functioning of the city. Please consider Port Aransas as a top priority when looking to award assistance.

Staff Response: The Texas General Land Office remains committed to ensuring the mitigation needs of all impacted Texas communities are thoroughly evaluated during the administration of CDBG-MIT Programs. All impacted communities, and their correlating proposals, will be given adequate consideration.

Comment Received: Projects to strengthen coastal resilience against future flood damages should be prioritized through metrics the reflect their contribution to the socio-economic resilience of the community, region, and the state. Three critical resilience metric categories are essential when evaluating flood control and mitigation projects for coastal communities in a regional framework: (1) Economic Resilience. Where flood control and mitigation projects singularly affect a coastal community like Galveston, it is essential that the GLO heavily weigh economic sectors susceptible to flood hazards and assess the rippling impacts on the regional and state economy.

Staff Response: The Texas General Land Office recognizes the critical resilience metric categories described in this comment, but it should be noted that any factor used to select projects must be from data sets that exist across the impact area.

Comment Received: (2) Health and Human Safety. When evaluating human health and safety factors, the GLO should assess flood mitigation project impacts on reducing nutrients and pollutants to avoid conditions that impede and often reverse aquatic habitat restoration and water quality improvements.



Staff Response: The Texas General Land Office recognizes the critical resilience metric categories described in this comment, but it should be noted that any factor used to select projects must be from data sets that exist across the impact area.

Comment Received: (3) Property and Infrastructure Protections. Flood damages to residential and commercial properties create economic losses that impact and disrupt local economies and people directly.

Staff Response: The Texas General Land Office recognizes the critical resilience metric categories described in this comment, but it should be noted that any factor used to select projects must be from data sets that exist across the impact area.

Comment Received: The community of New Caney is experiencing new levels of flooding as development of the area continues. Please clean our ditches, our easements, repair our streets, place flood mitigation measures where they are needed, and building more retention ponds to compensate for the new levels of water caused by the new development.

Staff Response: The Texas General Land Office is not selecting projects on behalf of communities but all the activities discussed are generally eligible for CDBG-MIT funds. It is suggested these same comments be raised with City and County officials who will decide how to prioritize application submittals to the various GLO CDBG-MIT programs.

Comment Received: League City is building partnerships with Friendswood, Dickinson, HCFCD, Galveston County, and USACE on drainage issues for Clear Creek and Dickinson Bayou (Harris, Galveston, and Brazoria Counties). Initial study will start in October and complete in early 2021 with \$100 million in projects expected.

Staff Response: The Texas General Land Office appreciates this update.

Comment Received: FEMA Region 6 Mitigation leadership would like to suggest the following resiliency measures for consideration: adopt a higher than FIRM/FIS standard map for floodplain management; adopt international codes (ASCE24) as the floodplain management building requirement rather than the minimum NFIP requirement; adopt a 'no net fill' floodplain ordinance element; and market/mandate flood insurance in communities, especially for structures that have previously claimed flood damage.

Staff Response: The Texas General Land Office recognizes and appreciates the informative feedback provided by FEMA Region 6 leadership. The mitigation measures proposed in this comment are all generally eligible for CDBG-MIT funds if communities pursue them for these purposes.

Comment Received: As a resident of Nederland, Texas, a community that has been impacted by both Hurricane Harvey and Tropical Storm Imelda, our local drainage district should do



more to mitigate flood risks moving forward. My primary concern is with Rodair Gully, a gravity flow drainage system within and maintained by Jefferson County Drainage District No. 7. This drainage system is in dire need of improvements and there should be consideration given to installing more pump systems upstream from those that currently exist.

Staff Response: The Texas General Land Office recognizes and appreciates the informative feedback provided in this comment and generally these activities are CDBG-MIT eligible. The commenter is encouraged to remain locally active in the CDBG-MIT process to ensure that these proposals are presented to local leadership for consideration for prioritization in coming applications.

Comment Received: We request the GLO adopt a CDBG-MIT award system based on risk. For flooding, risk is a function of increased rainfall intensity, the frequency of which has a high economic impact on the area. We would like to submit the regional stormwater infrastructure investment that depicts a combination of Harris County housing projects, Harris County Flood Control District and city locally funded infrastructure projects, and those eligible for CDBG-MIT funding. It is imperative that these proposed projects be included in the Action Plan to avoid the delay of submitting Action Plan amendments for such projects. We request the Texas Action Plan provide a line of credit or advance funding for project delivery to aid in the design and construction of infrastructure projects.

Staff Response: The Texas General Land Office has, as outlined in the draft Action Plan, set forth the scoring criteria associated with the award of grant funds under each individually proposed program. The proposal to submit a combination of Harris County housing projects, Harris County Flood Control District, and city funded local infrastructure projects must be done within the bounds of the process outlined in the Action Plan. The Texas General Land Office will base award of grant funds on the specific criteria associated with each program. The design and construction of infrastructure projects, if determined to be an eligible expense, may be reimbursed by grant funds once a contract is executed with any subrecipient. The Texas General Land Office cannot draw funds from the HUD CDBG-MIT program in advance of need.

Comment Received: I would like to suggest that a public commenter hearing be held somewhere in Central Texas, as meetings in Dallas and the coastal areas are too far to get adequate representation for areas that are included for funding under the Action Plan. Specifically, county roads (those not maintained by TXDOT) are in desperate need of funding to help add infrastructure and repair damages caused by prior storms. My particular county of concern is San Saba County and the northeast part of Mason County.

Staff Response: In meeting the public participation requirements of the Action Plan, the GLO has planned public hearings in several cities throughout Texas. One of those hearings was held on September 29, 2019, in the Capitol Complex in Austin.



Comment Received: As a concerned citizen and small business owner in Aransas County, I am writing to express my concern for the many unfunded or under-funded mitigation projects in my county. Aransas County was designated as most impacted and distressed and, it is my understanding, that at least 50% of the \$4.297 billion in CDBG funds from HUD must be allocated within these areas. Of that 50%, it appears the GLO now seeks to designate half of this amount for statewide competition. Does this not defy the federal directive?

Staff Response: The Texas General Land Office remains committed to ensuring all CDBG-MIT programs are administered in accordance with all applicable law. This is inclusive of the mandate that at least 50% of the aggregate amount of CDBG-MIT funding be utilized in a manner that benefits the 20 counties and 10 ZIP codes designated by HUD as most impacted and distressed areas. The allocation of funding for an open statewide competition does not, absent a directive from the Department of Housing and Urban Development, negate this requirement.

Comment Received: Our community has developed and publicly adopted a Recovery Action Plan with projects to repair damage and improve resiliency for future events. Please help us complete these projects.

Staff Response: The Texas General Land Office remains committed to helping impacted communities develop programs and projects that mitigate the risk of damage from future natural disasters.

Comment Received: I want to thank you for listening to the needs of the coast and for the monies that have already been allocated to our communities. I look forward to the mitigation projects that will take place in Jim Wells.

Staff Response: The Texas General Land Office appreciates the support offered in this comment.

Comment Received: Local expertise, specifically from a professional engineer, should be heavily relied upon to determine cost reasonableness of submitted projects.

Staff Response: Cost reasonableness evaluations examine multiple factors to ensure that submitted projects are considered reasonable, given the details of that particular project. The Texas General Land Office remains committed to ensuring cost-reasonableness evaluations are done in the most equitable manner possible

Comment Received: Point scoring should include a given weight for projects included in any local planning document, not just projects included in the Local Hazard Mitigation Action Plan.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.



Comment Received: Will applications require cost estimates to be sealed by a licensed engineer? If so, can a third-party engineer hired by the applicant to assist the application be able to compete for design services associated with the project?

Staff Response: The application will likely include the need for participation from a licensed engineer in order to be compliant with 2 CFR 200 federal procurement requirements.

Comment Received: For cost verification, will there be a standard format, process, or criteria for the benefit-cost analysis?

Staff Response: More detail on the benefit cost analysis will be provided in the application guide and materials.

Comment Received: As it relates to scoring criteria, will partial points be awarded to applications that come close to achieving LMI goal of 50%? Or, in the alternative, is the scoring for LMI all or nothing?

Staff Response: An application is either LMI or not in CDBG; no partial points will be awarded for projects that are not at least 51% LMI.

Comment Received: As it relates to the coordination of mitigation projects and leverage of funding, if an applicant is a part of a regional project that is awarded funding, does that mean that all entities involved in the regional project will not be awarded funding for their other projects until all eligible applicants have been awarded funding at least once?

Staff Response: The limitation on number of applications per entity is being adjusted based on public comment. The Texas General Land Office will now allow each eligible entity to apply singly for no more than 3 applications and 3 additional applications in partnership with other eligible applicants in the Hurricane Harvey Competition.

Comment Received: If an applicant is part of a multi-jurisdictional application, are they then barred from submitting an application as a lone applicant? If so, how does this encourage the leveraging of funding?

Staff Response: The limitation on number of applications per entity is being adjusted based on public comment. The Texas General Land Office will now allow each eligible entity to apply singly for no more than 3 applications and 3 additional applications in partnership with other eligible applicants in the Hurricane Harvey Competition.

Comment Received: There is a discrepancy in language as page 196 of the Action Plan states ‘at least 50%’ of funds will be allocated for mitigation in HUD-identified most impacted and distressed while page 198 states ‘up to 50%’ of the allocation may be used to address mitigation needs. Does this mean that funds for mitigation in HUD identified areas are limited to 50% if 50% or 25% of the allocation for mitigation needs?



Staff Response: The language is indicating that the HUD-designated MID areas will receive at least 50% of the allocation and not less. Other eligible areas may receive the remaining 50% or less.

Comment Received: Galveston County has adopted updated Floor Insurance Rate Maps as of August 15, 2019. What would the elevation standards be for structures that were in the 100-yr floodplain at the time of Harvey but are no longer in the 100-yr floodplain and vice versa?

Staff Response: All CDBG-MIT program funds must comply with all local, state, and federal law at the time of implementation.

Comment Received: Page 192 of the Action Plan references the “annual floodplain.” Should this be the ‘100-year floodplain’?

Staff Response: The reference to annual flood has been corrected to “base flood elevation” to match the language in the Federal Register notice.

Comment Received: Other federal grant programs permit subrecipients to self-certify their compliance with 2 CFR 200.318–326. Will the GLO have a method for subrecipients to self-certify as well?

Staff Response: This is outside the scope of the Action Plan.

Comment Received: Please define the differences between State and HUD MID (most impacted and distressed).

Staff Response: State impacted areas are counties with federal declarations for a particular funded event. HUD most impacted and distressed are defined by HUD directly.

Comment Received: Will LMI levels be factored regionally or locally? If both, how will this impact a project’s timeline?

Staff Response: The Texas General Land Office will allocate all funds necessary to achieve the 50% LMI aggregate requirement before awarding any program funds from another eligible national objective.

Comment Received: When can non-LMI benefits be utilized (before, after, or during any LMI project implementation)?

Staff Response: More information is needed to answer this comment.

Comment Received: If the goal of 50% LMI is required, why does the scoring application not reflect the fact that most LMI persons reside in lower-valued/less densely populated areas? Current scoring reflects Project Impact (25 points) versus LMI Goal (20 points).

Staff Response: More information is needed to answer this comment.



Comment Received: Please expand the Building Resilient Infrastructure and Communities (BRIC) Program into 2020 and work to, if possible, coordinate CDBG funding and programs so these can roll out at the same time.

Staff Response: More information on the timing of applications will be coming out at a later date.

Comment Received: Please explain the method the state (GLO) will use to track and determine that a project will meet the necessary state LMI criteria when using the state as a whole in factoring LMI.

Staff Response: The Texas General Land Office will allocate all funds necessary to achieve the 50% LMI aggregate requirement before awarding any program funds from another eligible national objective.

Comment Received: Will the GLO foster agreements with the Public Utilities Commission and state communication companies if these types of projects are deemed suitable?

Staff Response: A full list of eligible entities will be provided in the application guides.

Comment Received: What is the GLO's projected timeline for getting funding data to the COGs for the creation of MODs?

Staff Response: Once the Action Plan is submitted to HUD, the Texas General Land Office will begin working with the COGs on MOD development.

Comment Received: Will the GLO liaison and coordinate with state and federal agencies to aid in the dredging, deepening and/or widening of Dickinson Bayou?

Staff Response: More information is needed to answer this comment.

Comment Received: Please share the methodology model/formula being used to justify the allocation of Hurricane Harvey funding to any given jurisdiction.

Staff Response: There is no methodology model/formula allocating funds to the jurisdiction level.

Comment Received: When will the GLO train subrecipients to use the GLO's proposed new project management system?

Staff Response: Subrecipients of the CDBG-DR 2015 and 2016 grants are already using the GLO system of record now. The application workshops and contract kickoff meetings are when most system training occurs.

Comment Received: Galveston County requests that written guidance and data sets for MOD creation be provided for prior review and approval before adoption.

Staff Response: Once the Action Plan is submitted to HUD, the Texas General Land Office will begin working with the COGs on MOD development.



Comment Received: Please define eligibility of funds for the management of operations and maintenance of a project.

Staff Response: Soft costs such as project management, design, and engineering are all eligible expenses associated with a grant subject to program caps.

Comment Received: The proposed program start date is 1 month after HUD's approval of the Action Plan; this fails to incorporate the time required to plan, process, and execute a multi-agency project while meeting GLO requirements. Please rethink the program timeline or give additional consideration to larger multi-agency projects.

Staff Response: The Texas General Land Office understands that many communities have already begun discussing opportunities to collaborate with other agencies. We would encourage others to do the same.

Comment Received: Please explain how a blighted home or structure is not an appropriate mitigation activity as the removal of blight is essential in reducing the amount of debris for future events.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received (multiple times): The public comment period should be extended to at least 60 days to provide a meaningful amount of time for stakeholders to evaluate and comment on this lengthy proposal. Given that the comment period began right before Thanksgiving and extends through the winter holidays, the amount of time allotted is notably short.

Staff Response: The Texas General Land Office remains committed to ensuring the satisfaction of all public participation requirements established under the federal rules. In compliance with those rules, the GLO has implemented the required 45-day public comment period along with a series of public hearings in various locations across Texas to give stakeholders every opportunity to submit feedback on the draft CDBG-MIT Action Plan.

Comment Received (multiple times): The Texas General Land Office should acknowledge the role that the climate crisis is playing in the increased severity and frequency of storms. The Texas General Land Office cannot adequately mitigate past harms or prepare for a resilient future without acknowledging the role of climate change.

Staff Response: The Texas General Land Office, as the primary administrator of CDBG-MIT funds, recognizes the pressing need to ensure communities are recovering, building in resiliency, and working to actively mitigate the risk of impact for future disaster events.



Comment Received (multiple times): The Texas General Land Office should examine the role that clean energy and electric vehicles could play in recovery.

Staff Response: It is imperative that funding under the CDBG-MIT allocation is used in the most effective and efficient manner possible. Innovative solutions that work to achieve these goals are encouraged and will be given adequate consideration during the application process.

Comment Received (multiple times): The Texas General Land Office should ensure that application procedures for local jurisdictions are neither biased nor burdensome. The Texas General Land Office should not favor some applicants over others and should create a process that allows recovery funding to flow where it is most needed.

Staff Response: Project application criteria is outlined in the CDBG-MIT draft Action Plan.

Comment Received: The Texas General Land Office should consider rooftop solar paired with batteries to aid with storm recovery.

Staff Response: It is imperative that funding under the CDBG-MIT allocation is used in the most effective and efficient manner possible. Innovative solutions that work to achieve these goals are encouraged and will be given adequate consideration during the application process.

Comment Received: Officials from the Houston area have expressed concern that limits on the size and number of applications will make it difficult for larger jurisdictions to get what they need.

Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering both the cap on awards per application and the cap on the number of applications eligible to be submitted by each entity. For clarification on both of these points, see the Action Plan.

Comment Received: The Houston/Harris County area should receive more funds than are currently proposed by the GLO. Why are entities limited to three projects if the State wishes to spread mitigation dollars broadly?

Staff Response: The Texas General Land Office, in the interest of administering CDBG-MIT funds in a manner consistent with the goals presented by HUD, has proposed the allocation percentages and project limits in an effort to meet those goals.

Comment Received: Houston and Harris County should not be penalized if they seek to submit joint projects. The Texas General Land Office should not require the completion of one project in order to start another. The Texas General Land Office should consider both the population of the number of people impacted and the percentage of people who have been impacted when evaluating projects.



Staff Response: Any requirements imposed upon applicants have been made in an effort to ensure that CDBG-MIT funds are used as widely as possible across the areas designated by HUD while also ensuring subrecipients who already have previous program funds are expending those funds appropriately. The Texas General Land Office appreciates the feedback presented in this comment and will give all aspects adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: During the public hearing on December 11, 2019, the 306-page Action Plan document was reduced to a few slides and summarized in under an hour. Whoever put their name to this document should be embarrassed because it is nothing more than a political hatchet job. The Action Plan established so many road blocks and disables a truly comprehensive drainage plan to really mitigate the flooding problem in Harris, Fort Bend, Galveston, and surrounding counties.

Staff Response: The Texas General Land Office remains steadfast in its commitment to ensuring all Action Plans are drafted in accordance with the applicable federal law. Should any aspect of the current CDBG-MIT draft Action Plan be deemed inadequate by HUD, the GLO would work diligently to ensure revisions to any of those potentially identified inadequacies. This agency remains committed to the effective and efficient recovery of Texans and is willing to make necessary revisions should they be required.

Comment Received (multiple times): Please extend the public comment period to January 13, 2020, to account for public holidays and give respondents across the state adequate time to comment.

Staff Response: The Texas General Land Office remains committed to ensuring the satisfaction of all public participation requirements established under the federal rules. In compliance with those rules, the GLO has implemented the required 45-day public comment period along with a series of public hearings in various locations across Texas to give stakeholders every opportunity to submit feedback on the draft CDBG-MIT Action Plan.

Comment Received: The state needs to do a meaningful assessment of future conditions, including sea level rise, as required by HUD. Likewise, as proposed, projects funded by CDBG-MIT will be undertaken without consideration of future risks which is a problem that must be corrected. While the GLO is encouraging applicants to leverage CDBG-MIT dollars, the state could do more to document how it is leveraging other state and federal dollars in tracking successes.

Staff Response: All environmental, USACE, local, state, and federal permitting will be required for any projects funded by MIT funds.

Comment Received: More should be done to encourage applicants to make permanent changes to policies, programs, or plans that will lower the vulnerability of communities and

the state to future natural hazards and climate impacts. The Texas General Land Office must also require applicants to fully consider future risks, including consideration of climate impacts, when updating those policies, programs, or plans.

Staff Response: The Texas General Land Office recognizes the issues presented in this comment and will give each point adequate consideration as programs and policies for CDBG-MIT purposes develop.

Comment Received: Priority for funding should be given to applicants that have: (a) updated applicable policies, programs, or plans, (b) initiated such actions at the time of their application for CDBG-MIT funds, or (c) are pursuing funds through CDBG-MIT for that purpose. Buyout projects are an important component for the draft Action Plan that we support.

Staff Response: The Texas General Land Office recognizes the issues presented in this comment and will give each point adequate consideration as programs and policies for CDBG-MIT purposes develop.

Comment Received: Why is Harris County only getting 8% of the \$4.3 billion in federal funds? This is unfair and not proportional to the need and percentage of folks affected.

Staff Response: Harris County is eligible to participate in most of the various MIT programs. No amount has been set or awarded specifically for the county.

Comment Received: I ask for a 2-week extension for public comment on the GLO's proposal as most of us are trying to focus on family during the holiday season. More time is needed to allow people to read the document and comment.

Staff Response: The Texas General Land Office remains committed to ensuring the satisfaction of all public participation requirements established under the federal rules. In compliance with those rules, the GLO has implemented the required 45-day public comment period along with a series of public hearings in various locations across Texas to give stakeholders every opportunity to submit feedback on the draft CDBG-MIT Action Plan.

Comment Received: Harris County and Beaumont area suffered far more serious overall damage than some of the other areas receiving aid and Harris County should greater share because of the greater need.

Staff Response: The Texas General Land Office has conducted extensive analysis, as presented in the draft Action Plan, to ensure that CDBG-MIT funds are allocated in a manner that works to equitably address mitigation needs across the areas defined by HUD.



Comment Received: Is it anticipated that contractors will be utilized or will the GLO conduct these in-house with current staff and/or hire new staff to conduct AFFH reviews?

Staff Response: The Texas General Land Office, as the primary administrator of CDBG-MIT funds, will conduct Affirmatively Furthering Fair Housing reviews, either internally or through a subcontractor with GLO oversight.

Comment Received: What is the anticipated period of performance for the projects under the 2015 Floods State Mitigation Competition once they are awarded to subrecipients?

Staff Response: The performance period of any given contract awarded under the 2015 Floods State Mitigation Competition will align with both the HUD requirement contract period and be tailored as reasonable for the given project.

Comment Received: Traditionally the performance period for large-scale mitigation projects begins once funds are awarded to the subrecipient instead of when the application period opens. It is concerning that large-scale projects are not given differing time considerations given their complexity. How will the GLO conduct the required AFFH Review on each proposed project?

Staff Response: All Affirmatively Further Fair Housing Reviews will be conducted by the GLO, either internally or through the use of a contracted party, in accordance with applicable law.

Comment Received: Is there a match requirement for subrecipients?

Staff Response: There is not a match requirement for CDBG-MIT funds, but some programs will give points for leveraging other resources.

Comment Received: The Texas General Land Office has proposed a [HMGP: Supplemental] program end date of 4 years from the start date. Does this mean that 4 years from the application period opening that ALL projects must be completed?

Staff Response: The Texas General Land Office has proposed and anticipates that the HMGP Supplemental Program will end within a 4-year period, absent any expressly granted extensions.

Comment Received: Thank you for your efforts in creating the CDBG-MIT Action Plan. I have been particularly impressed by Sections 4.4.4 and Figure 6-3 of Appendix C. However, I believe the quarterly budgets should be revised to reflect a quick ramp up (within 2 quarters), a plateau (3 or so years), and a gradual ramp down (project wrap up).

Staff Response: The Texas General Land Office would like to thank the commenter for the positive feedback. The Texas General Land Office also recognizes and appreciates the feedback



to potentially revise quarterly budgets to reflect a three-phase approach and will give this idea adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Current HMGP applicants that did not receive funding from TDEM and will receive money from the GLO should be allowed to retain their current grant administrator and not have to re-procure.

Staff Response: All program funds are subject to federal procurement requirements. If an applicant followed the applicable procurement regulations, they may not have to re-procure a new vendor.

Comment Received: Applicants should be allowed to exceed the 15% engineering cap if the difference is paid with local funds, not those funds allocated by the GLO. Grant administrative fees should either increase to 6% or Environmental costs should be removed from Project Delivery fees.

Staff Response: Details of any program supportive cost caps will be fully defined in the application guides.

Comment Received: The Texas General Land Office should explain how it conducted a Cost Price Analysis to determine allowable Administration, Project Delivery, and Engineering fees.

Staff Response: Details of any program supportive cost caps will be fully defined in the application guides.

Comment Received: The infrastructure competitive scoring criteria should include points for joint proposals that collaborate with surrounding communities.

Staff Response: Details of any program supportive cost caps will be fully defined in the application guides. The Texas General Land Office has worked to draft all scoring criteria.

Comment Received: GrantWorks staff should be removed from the GLO's office location as it gives them an unfair advantage in bidding to grant administrators for communities who are applying for funding in the competitive process.

Staff Response: The Texas General Land Office remains committed to following the procurement rules established at 2 C.F.R. 200, including any and all conflict of interest issues that may arise during program implementation.

Comment Received: Smaller communities should be permitted to apply for less than the \$3 million minimum. The infrastructure application should be revised, updated, and improved to include all required information at the beginning of the process, not the end.



Staff Response: The Texas General Land Office will be adjusting the program minimums for the Hurricane Harvey Competition as a result of public comment. The Texas General Land Office is working to update applications and application guides to reflect the CDBG-MIT requirements.

Comment Received: We believe the eligibility requirements for CDBG-MIT funds may be too restrictive. Essential infrastructure required for the full function of our organization, like waterproof fuel reservoirs and windstorm proof hangars, is not currently eligible for CDBG-MIT funding. Funding these types of projects will mitigate future risk as our ability to provide emergency treatment and transport, regardless of ability to pay, will be greatly enhanced.

Staff Response: The Texas General Land Office recognizes this comment and appreciates how these funds would assist an organization like HALO-Flight. Only in rare exceptions are nonprofit entities considered as a subrecipient of CDBG funds. More often, nonprofits participate in these programs as contractors or grant administrators. However, many types of public service districts and jurisdictions are eligible for Hurricane Harvey-related mitigation funding in our State Action Plan, depending on the program. We would encourage you to partner with one or more of these jurisdictions and apply to the program which you feel best meets your needs.

Comment Received: The Texas General Land Office should seriously consider restructuring the CDBG-MIT Action Plan to proportionately distribute the funds to areas most severely impacted by Hurricane Harvey. On top of proposing a clearly unequal funding distribution, the GLO has set the public comment period during the holidays which is simply rude. Everyone interested in fairness believes there should be at least a two week extension for public comment.

Staff Response: The Texas General Land Office remains committed to ensuring the CDBG-MIT Action Plan reflects policies and procedures that fall within the bounds of the rules and regulations promulgated by HUD. In compliance with those rules, the GLO has implemented the required 45-day public comment period along with a series of public hearings in various locations across Texas to give stakeholders every opportunity to submit feedback on the draft CDBG-MIT Action Plan within the submission requirements set by HUD.

Comment Received: Port Lavaca Water Treatment Plant: a new water treatment plant should be constructed at the current plant site that hardens vital structures. A berm should also be constructed around the plant site to protect the area from storm surge. Lower Guadalupe River Diversion System, a surface water conveyance system located in the Lower Guadalupe River Delta in Calhoun and Refugio counties, should be improved as follows: Replacement of radial gates on the Goff Bayou Control Structure; replacement and relocation of the Hog Bayou Control Structure; and repair breaches in earthen levees that comprise the Diversion System. It should be noted that the above-listed projects can be packaged as one project.



Staff Response: The Texas General Land Office recognizes the projects presented under this comment and strongly encourages the GBRA to apply for them in the CDBG-MIT competition(s).

Comment Received: The Resilient Home Program’s emphasis on cost-effective enhanced resiliency features is a welcome step towards promoting better construction techniques through the construction industry, which is sorely needed. We ask that the GLO ensure that any further Resilient Housing Program construction requirements encourage the use of innovative technologies.

Staff Response: The Texas General Land Office recognizes and appreciates this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The Texas General Land Office should draft these requirements in a manner that gives industry-changing construction techniques a real opportunity to participate in demonstrating cost-effectiveness and speed of construction at scale, as proposed in the Action Plan.

Staff Response: The Texas General Land Office recognizes and appreciates this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: FEMA Community Lifelines in the Action Plan should be updated to reflect the Community Lifelines Toolkit 2.0. Although we applaud the inclusion of the FEMA Community Lifelines into the Action Plan, it should be noted that these are designed for disaster response operations and not for mitigation. The Action Plan should be updated to reflect that housing risks and impacts are a direct component of FEMA Lifelines under “Shelter” and “Food, Water, Shelter” in version 2.0.

Staff Response: The Texas General Land Office followed the required format for the Action Plan development as outlined in the Federal Register.

Comment Received: For areas not considered HUD/State MID, but their project impacts a HUD MID or State MID area, will that HUD MID/State MID be notified of the project?

Staff Response: The Texas General Land Office is encouraging collaboration between communities. Details related to application specifics will come out in the application guide and applications.

Comment Received: If a jurisdiction submits an application that is completed within that jurisdiction but can show benefit to a neighboring jurisdiction, is that considered a regional project or a lone project?



Staff Response: The Texas General Land Office is encouraging collaboration between communities. Details related to application specifics will come out in the application guide and applications.

Comment Received: Does the 50% LMI apply across the total CDBG-MIT allocation (not by project)? How much of the current HAP and Resilient Home Program counts towards that 50% LMI?

Staff Response: The 50% LMI aggregate requirement is on the entire CDBG-MIT allocation. The 50% LMI aggregate requirement must be met within the CDBG-MIT funds.

Comment Received: More than 13% of the total allocation will go to assistance to homeowners through the reconstruction of homes, but the total of the Housing Oversubscription Supplemental Program and the Resilient Home Program is only 11.64%. Where is the additional 1+? 68% of funds will address hazard mitigation needs related to local and regional mitigation activities.

Staff Response: More information is needed to respond to the comment.

Comment Received: The total of the 2015, 2016, and Harvey Competitions, the Regional Mitigation Program, HMGP Supplemental program, and Coastal Resiliency Program adds up to 72.35%. Is there a discrepancy?

Staff Response: More information is needed to respond to the comment.

Comment Received: Page 208 does not mention how much is allocated for planning activities. For the 2015 and 2016 Competitions, does ‘units of local government’ only refer to cities and counties or does it also apply to political subdivisions under those jurisdictions, such as drainage districts? For the 2015 and 2016 State Competitions, applicants should be able to submit 2 individual applications in addition to 1–2 regional/joint applications.

Staff Response: The Program Budget table on page 201 defines planning to be \$214,859,450. Only cities, counties, and COGs are eligible to apply for the 2015 and 2016 State Mitigation Competitions.

Comment Received: Regarding the Harvey Competition, applicants should be able to submit up to 3 individual applications in addition to 1–2 regional/joint applications.

Staff Response: Based on public comment the GLO is amending the application process for the Hurricane Harvey State Mitigation Competition.

Comment Received: Pages 211 and 218 should define ‘storms’ as ‘hurricanes, tropical storms, and depressions’ as stated at the beginning of the Action Plan.

Staff Response: Thank you for this feedback.

Comment Received: Table 4-2 provides ranks for the County Composite Index, Social Vulnerability Index, per capita market value, but those ranks are not directly correlated to any date in the plan. Page 162 the legend shows ‘ranking’ but does not describe which is considered ‘Rank 1, Rank 2, etc.’; Page 164 the legend shows ‘Rating’ of ‘High’ and ‘Medium’, but how does this correlate to ‘Rank 1, Rank 2’?; Page 165 the legend shows the per capital market value but does not correlate that to any of the rankings used in the scoring criteria.

Staff Response: Thank you for this feedback. The ranks will be clarified for the County Composite Disaster Index, Social Vulnerability Index, and per capita market value in the scoring criteria.

Comment Received: Do applicants need to prioritize/rank their applications for the competitions? Who/how is it determine which applications fall within which round?

Staff Response: No, applicants’ applications will be evaluated based solely on score. Any applications submitted will be considered under the open application cycle.

Comment Received: Will units of local governments be able to access the data sets provided to the COGs for the development of their MODs under the Regional Mitigation Program? The Regional Mitigation Program should be clarified as being specifically for Harvey allocations. For the Regional Mitigation Program: will areas outside of the HUD/State MID submitting applications be required to do an interlocal agreement or MOU with the impacted area? Will any financial support be provided to the COGs to develop the MODs?

Staff Response: Once the Action Plan is submitted to HUD for review the GLO will begin working with the COGs to begin work on the MODs. Thank you for this feedback. Details related to application specifics will come out in the application guide and applications. The COGs will receive funds for their participation in the MOD development.

Comment Received: Will applicants know prior to submitting applications to the GLO which projects will be selected under HMGP Supplemental Program and/or the Coastal Resiliency Program?

Staff Response: The Texas General Land Office is working with both TDEM and the GLO Coastal division now to determine which projects will be funded under these programs. Once the list is available it will be posted to the GLO website and communities will be notified.

Comment Received: What are the timelines for project selection under the HMGP Supplemental Program and the Coastal Resiliency Program?



Staff Response: The Texas General Land Office is working with both TDEM and the GLO Coastal division now to determine which projects will be funded under these programs. Once the list is available it will be posted to the GLO website and communities will be notified.

Comment Received: Do residents have to have already applied to be a part of the HAP Program to receive assistance under the HAP Supplemental Program or are you allowing addition applications to be submitted?

Staff Response: Applications have come to a conclusion for the Homeowner Assistance Program; no further applications are being accepted.

Comment Received: How much of the Hazard Mitigation Planning funding is going to the State (TDEM) to develop and maintain an enhanced Mitigation Plan?

Staff Response: No amount has been defined to update the State Hazard Mitigation Plan.

Comment Received: Appendix F states that 80% of funds go towards HUD MID areas with the remaining 20% of the funds to go towards State MID areas; however, it looks like the allocation is split 50%/50%. Does this language need to be updated? If not, clarification is needed.

Staff Response: The Regional Methods of Distribution was allocated to the regions using a 80% HUD MID/20% State MID split.

Comment Received: In the Composite Disaster Index on page 161, why is wildfire rated higher than major river crests? This needs to be reexamined in light of the purpose of mitigation funding.

Staff Response: According to FEMA, there is a severe increased risk of flooding and flash flooding up to 5 years after a wildfire due to the change in the terrain and making the ground less able to absorb water.

Comment Received: Harris County believes that the CDBG-MIT Action Plan has failed to provide it with adequate funding as it is (a) limited to submitting 2 to 3 applications for projects under the 2015, 2016, and 2017 funding competitions, and (b) limited to a possible COG-based allocation from the underfunded and crowded H-GAC Method of Distribution. Harris County recommends that the GLO provide a direct allocation/set aside to Harris County to address locally identified mitigation needs via a method similar to CDBG-DR Hurricane Harvey Round One allocation.

Staff Response: The Texas General Land Office is updating the number of applications allowable under the Hurricane Harvey State Mitigation Competition. The decision has been made that no



direct allocations will be done from the MIT funds in recognition of the need to do larger, more regional mitigation efforts.

Comment Received: Harris County recommends that the GLO increase the set aside for HUD MID areas from 50% of the allocation to 65% of the allocation. Harris County recommends additional funding for the H-GAC region as several of the Top 10% counties in the Composite Disaster Index are within the H-GAC jurisdiction.

Staff Response: The 50% set aside for the most impacted and distressed areas designated by HUD is straight from the Federal Register requirements. The language indicates not less than 50% be spent in HUD MID areas and the GLO will ensure that is the case. The allocations to the COG regions are based on an overall risk calculation with consideration for the Composite Disaster Index as a component.

Comment Received: Section 4.4: GLO Use of Funds: The CDBG-MIT Action Plan fails to set aside funding that will alleviate flooding in one of the highest flood-prone and populous areas of the state—Harris County. Instead, the state has limited the number of applications per jurisdiction to 2, with no award for a second application possible until “all successful eligible applicants have been awarded funding at least once.” This does not fully address risks for highly impacted areas as stated by the GLO.

Staff Response: The Texas General Land Office is updating the way the awards will be allocated for second projects to a single applicant. The Texas General Land Office is updating the number of application eligible entities may submit under the Hurricane Harvey Competition.

Comment Received: Harris County recommends that the State allow HUD MID jurisdictions to submit up to three applications as lead agency for the project and not penalize jurisdictions that are in a collaborative as a secondary member (not the lead agency) by counting the application as one of the three. The County recommends the deletion of the narrative preventing the same project submitted in the three competitions.

Staff Response: Further information about the CDBG-MIT competitions will be provided in the applications and application guides. Additional information will be provided in the updated Action Plan and application guides pertaining to the calculations and definitions of the scoring criteria.

Comment Received: The Texas General Land Office should as to which year of funding the project is eligible and then the GLO could fund as best for the process. Section 4.4.1.9: Selection Criteria Under Table 4-2, 2015 Flood Competitions Scoring Criteria, Harris County recommends defining the ranking levels. The Texas General Land Office should clarify what “Tie-Breaker: Poverty Rate” means as it relates to the selection criteria. The Texas General Land Office should clarify a “Project Identified in Local Adopted Plan.” Does this mean the project should be named or will identifying the risk and mitigation activity



suffice? The Texas General Land Office should clarify what method it will use for a Social Vulnerability Index and per capita market value. The Texas General Land Office should clarify how the “Cost per persons benefitting” criteria will not unduly penalize low-income communities, who often have a lower cost/benefit versus higher income communities.

Staff Response: Further information about the CDBG-MIT competitions will be provided in the applications and application guides. Additional information will be provided in the updated Action Plan and application guides pertaining to the calculations and definitions of the scoring criteria.

Comment Received: Section 4.4.1.12: AFFH Review: This section states, “Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, non-minority areas. . .” The Texas General Land Office appears to be steering projects to only high-income and non-minority areas. Harris County recommends adding language that supports and promotes projects that bring equity and revitalization to low-income communities.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.2: 2016 Floods State Mitigation Competition: The State Action Plan fails to set aside funding that will alleviate flooding in one of the highest flood-prone and populous areas of the state—Harris County. Instead, the state has limited the number of applications per jurisdiction to 2 with no award for a second application possible until “all successful eligible applicants have been awarded funding at least once.” This does not fully address risks for highly impacted areas as stated by the GLO.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Harris County recommends that the state allow HUD MID jurisdictions to submit up to 4 applications as lead agency for projects and not penalize jurisdictions that are collaborating as a secondary member (not the lead agency) by counting the application as 1 of 4. The county recommends the deletion of the narrative preventing the same project submitted in the three competitions.

Staff Response: The Texas General Land Office is updating the number of applications allowable under the Hurricane Harvey Competition.

Comment Received: Section 4.4.2.9: Selection Criteria Under Table 4-3, 2016 Flood Competition Scoring Criteria, Harris County recommends defining ranking levels.



Staff Response: Further information about the CDBG-MIT competitions will be provided in the applications and application guides.

Comment Received: Under Management Capacity, the statement by the GLO is “No prior or current contracts with GLO (proposed grant management plan).” How does having no prior or current CDBG contacts show high Management Capacity? The Texas General Land Office should clarify this statement. The Texas General Land Office should clarify what “Tie Breaker: Poverty Rate” means as it relates to the selection criteria. Does GLO mean that areas of high poverty are not as desirable for CDBG-MIT funding?

Staff Response: Further information about the CDBG-MIT competitions will be provided in the applications and application guides. The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.2.11: AFFH Review: This section states, “Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, non-minority areas. . .” The Texas General Land Office appears to be steering projects to only high income and non-minority areas. Harris County recommends adding language that supports and promotes projects that bring equity and revitalization to low-income communities, particularly that improve conditions and reduce risk in the area.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.3: Hurricane Harvey Mitigation Competition: The Action Plan fails to set aside funding that will alleviate flooding in one of the highest flood-prone and populous areas of the State—Harris County. Instead, the State has limited the number of applications per jurisdiction to 2, with no award for a second application possible until “all successful eligible applicants have been awarded funding at least once.” This does not fully address risks for highly impacted areas as stated by the GLO.

Staff Response: The Texas General Land Office is updating the number of applications allowable under the Hurricane Harvey State Mitigation Competition.

Comment Received: Harris County recommends that the state allow HUD MID jurisdictions to submit up to 3 applications as lead agency for the project and not penalize jurisdictions that are in a collaborative as a secondary member (not the lead agency) by counting the application as 1 of the 3. The county recommends the deletion of the narrative preventing the same project submitted in the three competitions. The Texas General Land Office should



ask to which year of funding the project is eligible and then the GLO could fund as best for the process.

Staff Response: The Texas General Land Office is updating the number of applications allowable under the Hurricane Harvey State Mitigation Competition.

Comment Received: Section 4.4.3.2: Covered Projects: Harris County and its regional partners have identified several mitigation projects that meet the definition as “Covered Projects.” The mitigation needs, complex infrastructure, and population center of Harris County is best served by such projects; however, the Action Plan clearly acknowledges that such projects will require an amendment to the State Action Plan since there is no consideration provided for inclusion in the initial plan. Harris County strongly encourages and recommends the inclusion of Covered Projects for early consideration with an amendment process to begin as soon as the State’s CDBG-MIT Action Plan is approved by HUD. Further, the county recommends that the Action Plan include an amendment process that prioritizes the inclusion of “Covered Projects” from HUD MID areas first. These improvements to the Action Plan will allow Covered Projects to be implemented on a timeline to ensure completion within plan and federally required timelines.

Staff Response: To meet the required deadlines for submission of the Action Plan there was not enough time to fully consider specific projects. Any Covered Projects awarded through a competition or COG MOD will be written into a future Action Plan amendment. Due to the complexity of such a project, the timing should not be prohibitive to the overall completion.

Comment Received: Section 4.4.3.3: Allocation Amount in item iii: the State’s Action Plan allows for non-HUD MID and non-State MID area applicants to access Hurricane Harvey CDBG-MIT funding if their project will ‘measurably mitigate risk’ to HUD and State MID areas, but does not detail if the application would also count against the HUD or State MID’s limited number of applications as these jurisdictions must enter into an interlocal agreement regarding the project. The Texas General Land Office should clarify what level of “measurably mitigate risk” will be acceptable.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Section 4.4.3.10: Selection Criteria: Table 4-4, Hurricane Harvey Competition Scoring Criteria: Harris County recommends defining the ranking levels. The Texas General Land Office should clarify what “Tie-Breaker: Poverty Rate” means as it relates to the selection criteria. The Texas General Land Office should clarify a “Project Identified in Local Adopted Plan.” Does this mean the project should be named or will identifying the risk and mitigation activity suffice? The Texas General Land Office should clarify what method it will use for a Social Vulnerability Index and per capita market value.



The Texas General Land Office should clarify how the “Cost per persons benefitting” criteria will not unduly penalize low-income communities, who often have a lower cost/benefit versus higher income communities.

Staff Response: Further information about the CDBG-MIT competitions will be provided in the applications and application guides. The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.3.12: AFFH Review: This section states, “Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, non-minority areas. . .” The Texas General Land Office appears to be steering projects to only high income and non-minority areas. Harris County recommends adding language that supports and promotes projects that bring equity and revitalization to low-income communities, particularly that improve conditions and reduce risk in the area.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.4: Regional Mitigation Program (COG MOD): Harris County recommends additional funding for the Houston-Galveston Area Council region as several of the Top 10% counties in the Composite Disaster Index are within the H-GAC jurisdiction.

Staff Response: The allocations to the COG regions are based on an overall risk calculation with consideration for the Composite Disaster Index as a component.

Comment Received: Section 4.4.4.6: Eligible Activities: Harris County recommends that for those jurisdictions who have operated a HUD housing program with CDBG-DR funds in the past 5 years be allowed to operate, as an eligible activity, an owner-occupied housing rehabilitation and reconstruction program.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Section 4.4.4.11 AFFH Review: This section states, “Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, non-minority areas. . .” The Texas General Land Office appears to be steering projects to only high income and non-minority areas. Harris County recommends adding language that supports and promotes projects



that bring equity and revitalization to low-income communities, particularly that improve conditions and reduce risk in the area.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.7: Housing Oversubscription Supplemental: Harris County recommends the deletion of the sentence that prohibits homeowners located in the city of Houston and Harris County from participating in this program. By prohibiting Harris County residents, the state is creating an inequitable use of funding and treatment of the county's low-income population. The Texas General Land Office should add 'rehabilitation' to this program description to serve all homeowners affected, either with minor or severe damage, by past disaster events.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.7.4: Eligible Activities: Harris County recommends that the GLO add 'rehabilitation' that also improves existing housing damaged by Hurricane Harvey.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.7.5: Ineligible Activities: Harris County recommends deletion of item x., which prohibits city of Houston and/or Harris County homeowners from participating in this program. By prohibiting Harris County residents, the state is creating an inequitable use of funding and treatment of the county's low-income population.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.7.12: AFFH Review: This section states, "Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, non-minority areas. . .". This statement does not take into account projects that bring equity to low-income, often minority concentrated areas that have historically been overlooked by FEMA mitigation programs. The Texas General Land Office appears to be steering projects to only high



income and nonminority areas. Harris County recommends adding language that supports and promotes projects that bring equity and revitalization to low-income communities, particularly that improve conditions and reduce risk in the area.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.8: Resilient Home Program: Harris County recommends the deletion of the sentence that prohibits homeowners located in the city of Houston and Harris County from participating in this program. By prohibiting Harris County residents, the state is creating an inequitable use of funding and treatment of the county's low-income population. The Texas General Land Office should add 'rehabilitation' to this program description to serve all homeowners affected, either with minor or severe damage, by past disaster events.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.7.4: Eligible Activities: Harris County recommends that the GLO add 'rehabilitation' that also improves existing housing damaged by Hurricane Harvey. We also recommend that in Section 4.4.7.5: Ineligible Activities, the deletion of item viii., which prohibits city of Houston and/or Harris County homeowners from participating in this program. By prohibiting Harris County residents, the state is creating an inequitable use of funding and treatment of the county's low-income population.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.

Comment Received: Section 4.4.7.12: AFFH Review: This section states, "Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, non-minority areas. . ." The Texas General Land Office appears to be steering projects to only high income and non-minority areas. Harris County recommends adding language that supports and promotes projects that bring equity and revitalization to low-income communities, particularly that improve conditions and reduce risk in the area.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that both aligns with HUD rules and regulations and fosters the most effective and efficient recovery possible.



Comment Received: Section 6.4.2: Consultations, Table 6-3, 2019 GLO Mitigation Outreach Efforts: This contains a list of the stated outreach efforts for the CDBG-MIT Action Plan. Numerous meetings/outreach events were conducted, but no specific Harris County outreach event was conducted for county local government officials or the general public. Harris County recommends the GLO conduct a Harris County outreach event targeting officials, local governments, area agencies, nonprofits, and the general public to provide guidance and allow additional input on the CDBG-MIT Action Plan.

Staff Response: The Texas General Land Office held a public hearing in Houston and has continued with consultations since the drafting of the Action Plan.

Comment Received: We believe the Regional Mitigation Program is significantly underfunded. We recommend the Regional Mitigation Program be funded at \$2,144,776,720, and the Hurricane Harvey State Mitigation Competition be funded at \$500,000,000, which would essentially switch the funding for the two programs.

Staff Response: H-GAC and all the other COGs in the Harvey impact area will be eligible applicants to the Hurricane Harvey Competition and the GLO encourages them to consider regional efforts that may fit within the scope of the COG for application.

Comment Received: H-GAC encourages the GLO to not limit the number of applications a jurisdiction may submit nor delay funding awards to impacted communities and to award funding for the highest scoring applications in these competitions to allow the best, most viable projects to be implemented to mitigate future natural disasters.

Staff Response: The number of applications allowed for the Hurricane Harvey State Mitigation Competition is going to be updated in the final Action Plan.

Comment Received: We encourage the GLO to give a high priority to multi-jurisdictional collaboration in the competitive funding categories and recommend assigning points in the scoring criteria for such projects.

Staff Response: Applicants will be able to submit more applications by partnering with other entities.

Comment Received: We recommend that a local government's participation in a joint application should not count towards its maximum number of funded projects and that additional clarification is needed on what constitutes a joint application. In order to meet the goal of spending 50% of the funds within 6 years and 100% within 12 years, H-GAC strongly encourages the GLO to not state the application process for various programs, but to operate from a single timeline to deploy funding.



Staff Response: The number of applications allowed is going to be updated in the final Action Plan. Timing of all programs being offered is still be considered though the GLO agrees that the need for expediency is critical.

Comment Received: We recommend the GLO develop a pre-application process to help applicants better prepare their materials for submission and provide the GLO with a larger, more comprehensive list of projects that could be quickly categorized and prioritized for funding based on factors such as beneficiary income requirements.

Staff Response: The application guide and applications are going to be as simple as possible to meet scoring requirements with additional information to be provided after an initial review wherever possible.

Comment Received: Councils of Governments are uniquely situated and the GLO should take advantage of our knowledge, expertise in disaster recovery, decades of experience implementing complex federal and state funded programs, and long-standing local government relationships to provide a conduit for providing feedback to senior GLO staff and troubleshoot any problems as the various programs are implemented.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We expressly supports the initiatives by the GLO to streamline the application process and mitigate the burden of applying for the CDBG-MIT funds for local governments.

Staff Response: Timing of all programs being offered is still be considered though the GLO agrees that the need for expediency is critical. The application guide and applications are going to be as simple as possible to meet scoring requirements with additional information to be provided after an initial review wherever possible.

Comment Received: We strongly supports the GLO efforts to encourage and incorporate nature-based solutions in all of the funding competitions.

Staff Response: The Texas General Land Office appreciates the support in efforts being made to ensure nature-based solutions are eligible uses of the HUD CDBG-MIT funding.

Comment Received: We support the GLO's efforts to bring the State Hazard Mitigation Plan to Enhanced status and provide funding for Local Hazard Mitigation Action Plans, and the integration of hazard mitigation into comprehensive plans, land use plans, building code updates, and zoning/ordinance changes.



Staff Response: The Texas General Land Office appreciates the support of planning efforts from the HUD CDBG-MIT funding.

Comment Received: Regarding overall eligibility, Tarrant and Dallas Counties are not currently included as eligible for Harvey Mitigation Funding; however, they were included in the Presidential disaster declaration. These two large counties should be considered for funding.

Staff Response: The Texas General Land Office will look into this but eligible areas are defined by HUD.

Comment Received: Non-coastal communities should be the best areas of focus for resiliency efforts as restricting development along the coastline is the best way in which to mitigate damages from future storms.

Staff Response: Projects outside of the defined declaration area may be eligible if they can be shown to benefit areas covered.

Comment Received: Regarding the 2015/2016 Floods State Mitigation Competitions: We would like a clarification of the term “project” and whether or not one project within an application can encompass multiple eligible activities and locations in one application.

Staff Response: The Texas General Land Office will be further defining the details of the scoring criteria in the final Action Plan. More detail will also be provided in the application and application guides. The Texas General Land Office designed a competition scoring criteria that tries to allocate the very limited mitigation funds as equitably as possible.

Comment Received: Restricting an entity to the submittal of 2 applications per applicant is too limiting. The suggested rule that no applicant will be awarded for the second application until all successful eligible applicants have been awarded funding at least once is counter-intuitive to awarding the best projects and using resources in the most effective way to mitigate future risks.

Staff Response: The Texas General Land Office will be further defining the details of the scoring criteria in the final Action Plan. More detail will also be provided in the application and application guides. The Texas General Land Office designed a competition scoring criteria that tries to allocate the very limited mitigation funds as equitably as possible.

Comment Received: Limiting the same project from submittal in multiple competitions is incredibly limiting and prevents the leveraging of dollars to make the greatest mitigation impact. We would like to recommend that future population growth be considered in scoring criteria for all competitions to reflect the future need of a region, county, city, or other eligible entity.



Staff Response: The Texas General Land Office will be further defining the details of the scoring criteria in the final Action Plan. More detail will also be provided in the application and application guides. The Texas General Land Office designed a competition scoring criteria that tries to allocate the very limited mitigation funds as equitably as possible.

Comment Received: The NCTCOG would support a waiver requesting the permissibility of the enlargement of dams and levees beyond their original footprint.

Staff Response: The Texas General Land Office would be interested in a specific project that could be provided to HUD for such a waiver request.

Comment Received: Regarding the Resilient Communities Program, we recommend adding COGs as eligible entities and also recommend the GLO consult with the State Energy Conservation Office as building code requirements are decided upon for this program. A subgrant program would increase programmatic efficiency and encourage COGs to apply for funding on behalf of multiple entities. If subawards were considered, the \$300,000 maximum project limit would need to be increased substantially.

Staff Response: The Texas General Land Office will consider all these items.

Comment Received: Regarding the Regional and State Planning and Resilient Communities Program, we request a clarification on whether the same limitations of two projects per entity, etc., apply to the Regional and State Planning and Resilient Communities Program Competition. We also commend the GLO for integrating the Regional and State Planning competition that focuses on regional-based planning studies.

Staff Response: The Resilient Communities Program does not have a limit on number of applications per entity.

Comment Received: Regarding CDBG-MIT Action Plan program administration, Appendix C: Program Expenditures: This indicates expenditures by program, but the Quarterly expenditures do not match the individual program description timelines throughout the document. Are these separate timelines? Does Table 6-2 indicate the funding by quarter that is available for awarding projects?

Staff Response: When a program is launched, there is a lag from program start to program/projects expenditures. For example, the GLO may release the application for a mitigation competition but there will not be any project expenditures until applications are awarded, under contract, and the subrecipient has begun its project. This process may take several months to a year.

Comment Received: NCTCOG supports the implementation of Advisory Committees and supports inclusion of urban and rural county and city representatives, river authorities,



water districts, flood control districts, council of governments, transit agencies, school districts, and other entities.

Staff Response: Thank you for the support and this recommendation.

Comment Received: Can the GLO please clarify whether an entity must own the property on which a proposed mitigation project is located or just have access to said property?

Staff Response: The entity does not have to own the property. Access for upkeep and maintenance is generally adequate for projects.

Comment Received: Section 4.4 – GLO Use of Funds: Please allow application from a single agency, or joint applications, to be submitted across multiple programs provided the proposed project meets the eligibility requirements for each.

Staff Response: The Texas General Land Office will consider this request; possible solutions may also include not holding the competitions simultaneously.

Comment Received: Section 4.4.1 2015 Floods State Mitigation Competition: Do not withhold multiple awards if project applications can show a minimum of 51 percent LMI benefit. In Section 4.4.1.3.i: Is the \$10 million maximum amount per applicant or per project? In Section 4.4.1.1: Only ‘Units of Local Government, Indian Tribes, and Councils of Governments’ are eligible to submit applications. This limitation precludes many other agencies and the GLO should consider expanding. Section 4.4.1.9: Table 4-2: Please provide a definition for both the term ‘Cost per Person Benefitted’ and ‘Percentage of Persons benefitting within Jurisdiction’ criteria.

Staff Response: The Texas General Land Office will be adjusting how the second application for entities can be funded. Each application has a maximum amount of \$10 million. Due to the limited amount of funds in the 2015 and 2016 Competitions, eligible applicants will remain as written. Other entities should seek eligible applicants to sponsor projects. Scoring criteria will be further defined in the final Action Plan, application guides, and applications.

Comment Received: Section 4.4.3 Hurricane Harvey State Mitigation Competition: Limiting the number of applications an agency can submit will greatly restrict flexibility in preparing mitigation projects and will make it more difficult to construct mitigation projects intended to protect the investments in housing programs and increase our resiliency to future storms. Limiting an agency to 3 applications and counting joint applications against each of the entities caps discourages joint applications. We request that agencies with more than 1 application not be held to one approval at a time, provided the agency is below their maximum allowable grant award for that program.



Staff Response: The Texas General Land Office will be updating how applications will be considered both in number of total applications allowed and how second awards will be funded in the final action plan.

Comment Received: Section 4.4.3.10; Table 4-4: Please provide a definition of “Cost per Person Benefitted” and ‘Percentage of Persons benefitting within Jurisdiction’ criteria.

Staff Response: The scoring criteria will be further defined in the final action plan, application guide, and application.

Comment Received: Section 4.4.4 Regional Mitigation Program (COG MODs): We recommend a deadline be given to COGs as they develop their plans for fund distribution among their potential recipients.

Staff Response: Once the Action Plan is submitted to HUD for approval, the GLO will begin working with the COGs on the MODs. The COGs will be provided standardized instructions, forms, and due dates for completion.

Comment Received: Section 4.4.5 Hazard Mitigation Grant Program: Supplemental: While 25% non-federal cost match share is not required for the HMGP Supplemental Program, we suggest the GLO give additional considerations to potential recipients under this program that are willing to pay the customary 25% local match. We request the GLO provide some timeframe for selection of projects under HMGP Supplemental program.

Staff Response: The Texas General Land Office is working with the Texas Water Development Board and the Texas Division of Emergency Management to understand the match requirements and funding provided in the latest legislative session. The Hazard Mitigation Grant Program awards from CDBG-MIT will likely be one of the first programs announced.

Comment Received: Section 4.4.5.4: Was it the intent to make the maximum application amount equal to the total \$170 million in total available funding proposed for this program in Section 4.4.5.4? One application could be for the full \$170 million that way the Action Plan is currently written.

Staff Response: The Texas General Land Office is working with TDEM to prioritize projects to be funded from the supplemental funds being provided from CDBG-MIT.

Comment Received: Please allow potential HMGP Supplemental program recipients to submit back-up information regarding LMI and HID to GLO and TDEM to facilitate their evaluation of HMGP projects for funding under this program and consider removing the Section 4.4.5.10.iv requirement.

Staff Response: Thank you for this feedback.



Comment Received: When will the GLO release application/program guideline materials for the mitigation funding soon to become available? How much time will applicants be afforded to prepare applications?

Staff Response: The Texas General Land Office plans to release the application guides and applications for the competitions in the next few months and once the Action Plan is sent to HUD for approval. Applicants will likely be given 4-5 months to complete their applications.

Comment Received: The administration and project delivery percentages allowed by HUD are excessive.

Staff Response: The values allowed by HUD are maximums and can be reduced if they are not utilized.

Comment Received: I would like to see Long-Term Recovery Plans also considered as a source to validate projects.

Staff Response: This suggestion is going to be considered and more detail will come out in the application guides.

Comment Received: It concerns me that Census Data alone is being used to determine the LMI standard.

Staff Response: HUD dictates how LMI is calculated in the federal regulations.

Comment Received: More clarification is needed regarding the definition of ‘project impact area.’

Staff Response: Additional detail of the applications will begin in the forthcoming application guides.

Comment Received: It is unclear why the construction standards presented on page 191 were chosen and it would be in the best interest to focus more on stronger building codes.

Staff Response: This suggestion is going to be considered and more detail will come out in the application guides.

Comment Received: The Resilient Communities Program focuses specifically on zoning, land-use plans, and the adoption of building codes. This makes most counties ineligible for this funding and should be reconsidered.

Staff Response: This suggestion is going to be considered and more detail will come out in the application guides.



Comment Received: The HMGP Supplemental program will excluded smaller jurisdictions because their projects cannot meet the \$100 million threshold.

Staff Response: Applications do not have to be \$100 million to be eligible for the HMGP Supplemental program.

Comment Received: Time is required to allow the conduction of studies and plans in order to accurately scope viable projects for submittal under the competitions presented in the Action Plan. Consideration should be given to this timeline of events.

Staff Response: The Texas General Land Office is trying to best balance the need to begin mitigation activities and determine the best use of funds simultaneously.

Comment Received: The regional allocation to CBCOG is inadequate to mitigate the risks associated with future storms.

Staff Response: The Texas General Land Office acknowledges that the funds provided by HUD are limited and has done the most possible to be equitable in the distribution of funds.

Comment Received: I do not understand why the current Action Plan seems to deter the city and county from having joint projects. I have seen flooding in the Cypress Creek and witnessed the horrors of Hurricane Harvey. We need detention, to preserve the prairie, and we need to stop building in the flood plain.

Staff Response: The Texas General Land Office is adjusting the number of applications eligible entities will be able to submit in the Hurricane Harvey State Mitigation Competition.

Comment Received: The Ingleside on the Bay community is highly susceptible to loss as result of tidal and flood damage. The LMI standards set forth by HUD should not be applicable to the assignment of coastal fund protection.

Staff Response: The Texas General Land Office must comply with the 50% LMI aggregate requirement set by HUD, absent a waiver.

Comment Received (multiple times): As a resident of Ingleside on the Bay since (2001, 2006, 2011, 2014, 2015, and 2017) I saw the devastation that Hurricane Harvey caused. I am frustrated that these funds seem to be biased toward being spent in urban areas due to the 50% LMI restriction. I would like to see a sliding scale developed for awarding the 20 points for the 50% LMI community projects. I would also like to see the SoVI modified to include measures that reflect the actual risk of catastrophic damage from floods and hurricanes to small cities like ours.



Staff Response: The Texas General Land Office must comply with the 50% LMI aggregate requirement set by HUD, absent a waiver. There are other criteria in the competitions that consider a community's ability to recover and likelihood of repetitive events.

Comment Received: Since these funds come from the U.S. Department of Housing and Urban Development (HUD), they are naturally biased toward being spent in urban areas—specifically blighted areas of extreme poverty, which does not apply to IOB. We agree with the Federal Register and p. 264 of the Plan, which indicates that many traditional HUD criteria have been waived when it comes to flood mitigation, so a new criterion for UNM was created. However, UNM has not been sufficiently prioritized in the scoring rubric for applications on pp. 221-222.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: GLO limits funding to projects related to mitigating against natural events, but one of our biggest flooding threats is from the increasing size and frequency of ships passing by us, due to our unique location at the convergence of two ship channels.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The Texas General Land Office is overlooking the importance of working-class coastal cities in alleviating poverty. The oil and gas industry that is exploding in Corpus Christi Bay brings with it the promise of many good-paying jobs that can provide a ladder out of poverty. Cities like IOB provide affordable housing and are located within easy commuting distance of these jobs. However, without adequate coastal protection, these areas can quickly become distressed. It is very challenging for a city the size of IOB, with limited resources, to be seen as an attractive partner in large grants. The Action Plan should include incentives for larger players to consider small coastal communities like ours in their plans.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: It would be relevant to include low population density as a risk factor, due to limited access to services, as well as specific disaster-related data that shows the level of suffering the Coastal Bend actually experienced after Hurricane Harvey. More relevant measures include housing destruction, temporary homelessness or relocation, permanent relocations elsewhere, increased need for temporary assistance like free/reduced school lunches or SNAP, etc. One of the biggest things we lost in the hurricane was the hospital; this makes us very socially vulnerable but is not captured in Census statistics.



Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Limits on housing solutions are too restrictive. The Resilient Communities Program reliance on approved building methods may stifle innovative approaches to resilience; for example, buoyant foundations (a form of amphibious architecture) do not meet current FEMA flood elevation guidelines but may be a good approach for IOB.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: For the scoring rubric on pp. 221-222, wherever it states LMI, change it to LMI and/or UNM and allow for partial points. Remove “poverty rate” as a tie-breaker; consider feasibility or innovativeness of project instead. For “Project Impact,” consider miles of shoreline or size of acreage protected, not just number of people. The Texas General Land Office should consider awarding points based on unique flooding-related challenges, community age, affordability, and commuting distances, strength of partnerships, and the level of project innovation. The Texas General Land Office should also remove criteria that limit a local community’s range of options for addressing its unique challenges and consider having a smaller funding category for trying out innovative approaches.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Consider increasing the amount of funding available to the Coastal Bend COG to facilitate development of more regional approaches to flood mitigation likely to enhance the Coastal Bend’s resilience as a whole. The CBCOG has already been actively meeting with regional partners to approach this opportunity in a holistic manner.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Consider how to incentivize high dollar cross-jurisdictional projects, such as installing floodgates on the barrier islands. For example, floodgates in cuts on the barrier islands at Port Aransas, Mustang Island, and Port O’Connor could feasibly help protect much of the inland bays, and the communities and industries surrounding them, as well as the ship channels in the event of another hurricane by slowing down the energy from the storm waters.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.



Comment Received: HUD CDBG-MIT funds are intended for mitigation activities (those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, be lessening the impact of future disasters). The Federal Register does not require the GLO to reserve certain funds for Harvey-affected areas and these funds should be used for mitigation activities for all coastal governmental entities and should not be restricted to those impacted by Hurricane Harvey. We request the allocation for the 2015 and 2016 Floods State Mitigation Competitions be increased. The Lower Rio Grande Valley Development Council and the Capital Area Council of Governments should be included in the Regional Mitigation Program. Drainage districts should be included as eligible entities for the 2015 and 2016 Floods State Mitigation Competition. The maximum amount of funding allowed under the 2015 and 2016 Floods State Mitigation Competition should be increased to \$20 million.

Staff Response: The Texas General Land Office used the same methodology HUD used to determine the amount of funds by event year. No funds were included in the Regional Mitigation Program so communities that are not eligible for Hurricane Harvey are not a part of that program. Due to the limited amount of funds available in the 2015 and 2016 programs, the eligible applicants are limited to units of general local government and the COGs.

Comment Received: Ingleside on the Bay has urgent needs for the stability of its shoreline that will continue to flood without mitigation measures. We are hopeful that CDBG-MIT scoring criteria will take into consideration our unique challenges and provide us with access to much needed funding.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in a manner that is both consistent with all applicable federal law and works to ensure the needs of all communities are considered. The content of this comment will be given adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We applaud Commissioner Bush and look forward to helping communities recover while becoming more resilient to hazards. We would like to see the Action Plan speak towards socioeconomic urban flood risk; risk = hazard consequence; poverty is the largest determinant of vulnerability risk; and uninsured is the largest determinant of poverty.

Staff Response: The Texas General Land Office recognizes this comment and appreciates the positive feedback.

Comment Received: The cumulative damages of several recent disasters in Bastrop County in recent years warrant our county to be designated as ‘most impacted and distressed’ for the purposes of this allocation. We request further consideration by HUD and the GLO to include Bastrop County as a HUD MID county for Harvey Mitigation funding.



Staff Response: The Texas General Land Office is following HUD's MIT designations as required in the Federal Register notice.

Comment Received: We applaud the GLO for recognizing code's role in ensuring safety of building occupants. Five named hurricanes have hit the Texas coasts since 2000. Millions of coastal Texans are vulnerable to the most devastating impacts of these storm events due to inadequate and/or poorly enforced building and mechanical codes. Studies across other storm ravaged areas in the United States have shown a strong correlation between robust building codes and standards and the ability for housing units to better withstand the destruction. SPEER strongly supports and encourages the adoption of modern and resilient building and mechanical codes. The Texas General Land Office has the reach and oversight to help rectify these issues with the promotion of codes standards and training through the MIT Action Plan.

Staff Response: The Texas General Land Office recognizes this comment and appreciates the positive feedback.

Comment Received: We feel that for many public entities that receive or request funding from the CDBG-MIT, the ability to adequately implement programs and educational elements around the increased code standards could be challenging from a time, internal capacity, and financial standpoint.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We request that all plan reviewers and inspectors on GLO Disaster Recovery and Mitigation projects be certified by the International Code Council for the specific codes they are tasked with enforcing. This includes all personnel performing plan reviews and inspections be responsible to GLO or another entity directly responsible to GLO, and not subcontractors to the builders or contractors performing the work. Third party, non-public entity training resources are utilized to facilitate the highest possible level of compliance with the relevant codes and to help affected jurisdictions maneuver through the changes.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We encourage the GLO to include a requirement that all LHMAs include an analysis of the potential reduction in the risk of loss of life, injury, damage to and loss of property, suffering and hardship that may be realized by adoption and compliance with new national model building codes as they are published.



Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received (multiple times): Harris County was substantially impacted by major flooding that has resulted in loss of life and extensive property damage. The recovery effort from these disasters is still an ongoing process and mitigating future floods is top priority. I believe that the final version of the CDBG-MIT Action Plan can be made much more effective to alleviate flooding in the highest flood-prone and populous areas of the state if it contains the technical changes requested by county stakeholders.

Staff Response: The Texas General Land Office appreciates the feedback contained within this comment and remains committed to administering CDBG-MIT funds in the most efficient and effective manner possible.

Comment Received: The Harris County Commissioners Court passed a resolution urging The Texas General Land Office to make revisions to the draft State of Texas CDBG-MIT Action Plan that take into consideration the requested changes and concerns that Harris County provides in written and public comment.

Staff Response: The Texas General Land Office recognizes the action taken by the Harris County Commissioners Court and remains committed to ensuring all CDBG-MIT funds are administered in the most efficient and effective manner possible.

Comment Received: Harvey Home Connect, a Houston area nonprofit, encourages the GLO to ensure Harris County gets its fair share of mitigation funding. Although Harris County sustained 44% of the damage from Hurricane Harvey, it will only receive 8% of funds. I would also ask that the public comment period be extended by two weeks.

Staff Response: The Texas General Land Office remains committed to administer CDBG-MIT funds in compliance with all applicable law. As such, the GLO has conducted the required 45-day public comment period required by HUD and, after multiple requests from stakeholders, extended that public comment period seven more days to allow for additional feedback.

Comment Received: Limiting the total number of applications by applicant in each competition leaves vital projects off the table by forcing applicants to choose some projects at the expense of others.

Staff Response: The allocation of the CDBG MIT funds is based on future risk not previous damage per the HUD Federal Register notice.

Comment Received: Counting joint applications towards each applicant's total submission in each competition forces applicants to choose some projects at the expense of others and



dis-incentivizes coordination and cooperation as joint applications limit applicant's total potential award amount and impact its constituents.

Staff Response: The application eligibility will be updated in the Hurricane Harvey Ste Mitigation Competition the reflect consideration to comments such as this one.

Comment Received: By capping the award amounts by competition, the GLO is artificially and arbitrarily limiting the impact of available funds.

Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering the caps currently listed on award amounts for one or all of the competitions under the CDBG-MIT Action Plan. For final caps on award amounts, see the Action Plan.

Comment Received: Requiring all eligible applicants to receive funding at least once before considering an applicant's second application creates an artificial and disproportionate burden on applicants most affected by disasters.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The amount of funding available to Harris County and Houston is not proportionate to the damage sustained and should be revised.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: There is a lack of examples of cultural and historic properties eligible for funds.

Staff Response: The Texas General Land Office appreciates the other feedback provided by the comments above and will give each point adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The current Action Plan discourages multi-jurisdictional coordination and cooperation by having joint applicants "count against" the number of projects that can be awarded to each jurisdiction.

Staff Response: The Texas General Land Office appreciates the feedback provided by the comments above and will give each point adequate consideration as CDBG-MIT programs and policies progress, the application eligibility will be updated in the Hurricane Harvey State Mitigation Competition the reflect consideration to comments such as this one and additional detail on the scoring criteria will be added to the Action Plan and the applicable application guides for the MIT programs.



Comment Received: The limit of three (3) \$100 million projects discourages relationships for large regional projects. We recommend that the dollar amount be increased to ensure that joint projects are not at a disadvantage.

Staff Response: The Texas General Land Office appreciates the feedback provided by the comments above and will give each point adequate consideration as CDBG-MIT programs and policies progress, the application eligibility will be updated in the Hurricane Harvey State Competition the reflect consideration to comments such as this one and additional detail on the scoring criteria will be added to the Action Plan and the applicable application guides for the MIT programs.

Comment Received: The draft Action Plan should add riverine erosion (erosion caused by excessive river flows) as a natural hazard and control of that river erosion should be considered a flood control measure.

Staff Response: The Texas General Land Office appreciates the feedback provided by the comments above and will give each point adequate consideration as CDBG-MIT programs and policies progress; the application eligibility will be updated in the Hurricane Harvey State Mitigation Competition to reflect consideration of comments such as this one, and additional detail on the scoring criteria will be added to the Action Plan and the applicable application guides for the MIT programs.

Comment Received: We recommend that the Action Plan list all scoring criteria and benefit/cost calculation methods in an appendix for clarity.

Staff Response: The Texas General Land Office appreciates the feedback provided by the comments above and will give each point adequate consideration as CDBG-MIT programs and policies progress; the application eligibility will be updated in the Hurricane Harvey State Mitigation Competition to reflect consideration of comments such as this one, and additional detail on the scoring criteria will be added to the Action Plan and the applicable application guides for the MIT programs.

Comment Received: We recommend that the LMI calculation be based on the total number of people affected by the project, not just those who are immediately adjacent to the project area.

Staff Response: The Texas General Land Office appreciates the feedback provided by the comments above and will give each point adequate consideration as CDBG-MIT programs and policies progress; the application eligibility will be updated in the Hurricane Harvey State Mitigation Competition to reflect consideration of comments such as this one, and additional detail on the scoring criteria will be added to the Action Plan and the applicable application guides for the MIT programs.



Comment Received (multiple times): We represent a coalition of community advocates and professionals who seek to protect the critical cultural, arts, and historic assets of our homes. We would like to encourage the following changes: The Texas General Land Office should explicitly include language that ensures cultural historic assets are included as a part of infrastructure in the Action Plan; the GLO should include cultural districts as “Serve Districts” so they are eligible to apply for the Hurricane Harvey State Mitigation Competition.

Staff Response: The Texas General Land Office appreciates the content of this comment and will give it adequate consideration as CDBG-MIT policies and programs progress.

Comment Received: Harvey Home Connect is a Houston area nonprofit that works to coordinate disaster assistance for people affected by Hurricane Harvey. The Action Plan indicates that although Harris County sustained 44% of the damage from Harvey, it is only eligible to receive 8% of the CDBG-MIT funds. This is insufficient and I urge you to allocate more to projects in Houston and Harris County.

Staff Response: The Texas General Land Office appreciates the feedback contained in this comment and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received (multiple times): We ask the GLO to consider making the following changes to better facilitate flood projects for the Hurricane Harvey Competition Funds (Section 4.4.3).

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received (multiple times): Selection of applications should be based on need and management capacity. Eliminate the \$100M limit.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received (multiple times): Treat joint applications from regional entities as applications from new entities.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received (multiple times): Omit maintenance partners as co-applicants and allow them to be listed as participants.



Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received (multiple times): Set a time to disburse secondary and tertiary rounds of competition funding.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received (multiple times): Allow applications for Hurricane Harvey Competition Funds to automatically be considered for other State Action Plan categories.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received (multiple times): Work with the Texas Water Development Board to leverage Senate Bill 7 applications.

Staff Response: The Texas General Land Office remains committed to working with other agencies, both state and federal, to ensure CDBG-MIT funds are administered in the most effective and efficient manner possible.

Comment Received: Although Harris County sustained 44% of the damage from Hurricane Harvey, it is only eligible to receive 8% of funds.

Staff Response: The allocation of the CDBG MIT funds is based on future risk not previous damage per the HUD Federal Register notice. The application eligibility will be updated in the Hurricane Harvey State Mitigation Competition the reflect consideration to comments such as this one.

Comment Received: This amount is not sufficient to meet our needs and I urge you to allocate more to projects in Harris County.

Staff Response: The Texas General Land Office appreciates the other feedback provided by the comments above and will give each point adequate consideration as CDBG-MIT programs and policies progress. The Texas General Land Office remains committed to ensuring CDBG-MIT funds are administered in compliance with all applicable laws, including funding award percentages.

Comment Received: The public comment period should be extended by 2 weeks.



Staff Response: In keeping with adherence to federal law, the GLO has conducted the mandated 45-day public comment period and extended the comment period to ensure the public participation process is robust as possible.

Comment Received: I believe Harris County deserves more than 8% of the mitigation funding.

Staff Response: The allocation of the CDBG MIT funds is based on future risk not previous damage per the HUD Federal Register. The application eligibility will be updated in the Hurricane Harvey State Mitigation Competition the reflect consideration to comments such as this one. The Texas General Land Office appreciates this comment and will give it consideration as CDBG-MIT policies and programs progress.

Comment Received: We agree with the using building codes and land use restrictions as a means for preventing future damage from storms.

Staff Response: The Texas General Land Office appreciates the positive feedback provided in this comment and will give it adequate consideration as CDBG-MIT policies and programs progress.

Comment Received: We recommend the creation of a flood management zone along creeks and rivers to maximize health, safety, and economic benefits of mitigation planning.

Staff Response: The Texas General Land Office appreciates the positive feedback provided in this comment and will give it adequate consideration as CDBG-MIT policies and programs progress.

Comment Received: The Texas General Land Office should aid in the development of a state floodplain management criteria for new developments and the land planning process. We suggest reviewing and considering the *“Guidance for Sustainable Drainage on the Texas Coast”* manual that is currently pending approval from the EPA and the NOAA.

Staff Response: The Texas General Land Office appreciates the positive feedback provided in this comment and will give it adequate consideration as CDBG-MIT policies and programs progress.

Comment Received: We believe that the support of local community efforts regarding the above measures should be further explained.

Staff Response: The Texas General Land Office appreciates the positive feedback provided in this comment and will give it adequate consideration as CDBG-MIT policies and programs progress.



Comment Received: We request that consideration be given to the allocation of additional funding to heavily impacted jurisdictions to fund projects adopted in LTR and HMGP Plans that have already received extensive public input.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: State Mitigation Competition Program. It is unlikely that communities will receive more than one or two projects given the program criteria as funds will run out before a second or third project can even be considered.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: HMGP Supplemental. The most effective approach and use of funds would be to fund the HMGP MIT Supplemental funding at a much higher level and pull these ‘already processed’ applications off the shelf and fund them. The initial project threshold needs to be clarified to avoid precluding small and medium cities and counties from participating.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: LMI Project Impact Area. We suggest the scope of the project impact area be expanded to include all communities that may benefit.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Alternative Measure – National Objectives Language. Instead of using LMI as a measure, we suggest the GLO should rely on Urgent Need Mitigation, in tandem with considering some other factors to specifically target higher at-risk populations. Other measures factors may include SNAP/D-SNAP, homelessness, or displaced students. In our opinion, this is a better indication of LMI in an area.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We request clarification on the following: Whether the LMI goal may be reached in multiple project areas by a service being provided for similar (potentially adjacent) communities that together meet the LMI goal.



Staff Response: The LMI requirement is met by a service area that is at least 51% LMI in its composition.

Comment Received: It is unclear how a program will identify a project impact area.

Staff Response: Project impact area is defined by the applicant as the area/beneficiaries served by a project.

Comment Received: It is unclear whether projects named in the GLO Coastal Resiliency Master Plan would directly benefit 50% LMI in the project area. Because Tier I projects have already been identified as critical to reduce risk, they should NOT be assessed by the LMI criterion or be part of the 50% total equation.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We request funds expended in the last 12 months count towards any matching fund requirement.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We ask for clarification of whether or not studies and/or development of a drainage utility will be eligible for funding.

Staff Response: The Texas General Land Office will provide additional detail on application requirements in the program application guides.

Comment Received: Please consider adding the city of Bastrop and Smithville to the state most impacted and distressed (State MID) due to significant flood damages that occurred in these areas compared to other cities in the county.

Staff Response: The Texas General Land Office is following HUD MID designations as required in their Federal Register notice.

Comment Received: Please consider allowing CDBG Mitigation funds to be utilized for mitigation projects in areas with threatened and endangered species.

Staff Response: The Texas General Land Office recognizes and appreciates the content of the above-listed comments and offers the following responses:

Comment Received: The Department of Energy (DOE) would like to offer technical assistance to aid in the development of projects under the CDBG-MIT funding to address the threats described in the Action Plan that face the Energy Lifeline.



Staff Response: The Texas General Land Office remains dedicated to coordinating with local, state, and federal entities to ensure the most effective and efficient administration of CDBG-MIT funds. Should the necessity arise, the GLO remains open to utilizing the technical assistance of the Department of Energy in addressing threats to the Energy Lifeline.

Comment Received: The federal register allows grantees to request a waiver for the use of CDBG-MIT funds to assist privately owned utilities. The DOE can assist the GLO with this waiver process to ensure any private utility project provides a public benefit.

Staff Response: The Texas General Land Office remains dedicated to coordinating with local, state, and federal entities to ensure the most effective and efficient administration of CDBG-MIT funds. Should the necessity arise, the GLO remains open to utilizing the assistance of the Department of Energy in advocating for potential waivers from HUD.

Comment Received: The DOE would welcome to opportunity to work with Texas and other stakeholders to reduce vulnerabilities and strengthen the resilience of the state's energy infrastructure in the face of all hazards.

Staff Response: The Texas General Land Office remains open to coordinating efforts with other state and/or federal agencies if that coordination is within the best interests of administering CDBG-MIT funds in the most effective and efficient manner possible. The feedback provided in this comment will be given adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We ask for a full explanation of the legal authority by which money officially designated for Harvey relief for Harris County and the city of Houston can be diverted from the city and the county. Bayou City believes that diverting funds from the city and county violates the Executive Order on Environmental Justice.

Staff Response: The Texas General Land Office is updating the Hurricane Harvey State Mitigation Competition in response to comments such as this one and others.

Comment Received: We urge that the full amount originally designated to Harris County and the city of Houston be reinstated.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We encourage the reconsideration of the language used in the *Hurricane Harvey State Mitigation Competition* section to reflect the following: Removal of the limitation on the number of applications to encourage regionalization of projects. Revisions to the timing of awards on multiple applications from a single entity to avoid delaying the completion of projects.



Staff Response: The Texas General Land Office is updating the Hurricane Harvey State Mitigation Competition in response to comments such as this one and others,

Comment Received: As a resident of Kingwood, TX, I am writing to petition that any additional grant funding received for Hurricane Harvey recovery purposes remove the SBA ‘duplication of benefits’ criteria.

Staff Response: HUD has indicated in the Federal Register notice for the CDBG-MIT funds regulations that SBA reimbursements will be ineligible.

Comment Received: Please include arts, culture, and history. It is much needed.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: My request is to allow drainage districts and municipal authorities more flexibility to calculate NED Benefit Ratios for projects that seek to provide relief with projects in Harris and Galveston Counties.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration. The Texas General Land Office is updating the Hurricane Harvey State Mitigation Competition in response to comments such as this one and others,

Comment Received: My home flooded during Hurricane Harvey and I did not have insurance because my home was not located in a flood zone. I am currently being denied assistance in a Houston program because I utilized an SBA loan and the duplication of benefits rule prevents further assistance. This comment is to petition that any potential additional grant funds remove the SBA duplication of benefits criteria for funding awards.

Staff Response: HUD has indicated in their Federal Register notice for the CDBG-MIT funds regulations that SBA reimbursements will be ineligible.

Comment Received: My home flooded during Hurricane Harvey and I did not have insurance because my home was not located in a flood zone. I am currently being denied assistance in a Houston program because I utilized an SBA loan and the duplication of benefits rule prevents further assistance. This comment is to petition that any potential additional grant funds remove the SBA duplication of benefits criteria for funding awards.

Staff Response: The content of this comment is outside of the scope of the CDBG-MIT Action Plan.

Comment Received: My positive feedback includes: The plan is not solely focused on rebuilding and invests in mitigation and the plan invests in flood-proofing housing when



rebuilding is involved. My negative Feedback includes: The city of Houston is being neglected because funds are not being allocated proportionate to storm damage and need, the Action Plan discourages collaboration, equity is included, but it is unclear as to how equitable solutions will be incorporated and how equity is defined and the plan makes no mention of climate change or building to protect against new NOAA rainfall amounts.

Staff Response: The Texas General Land Office recognizes this comment and will give all aspects, both positive and negative, adequate consideration as CDBG-MIT policies and programs progress.

Comment Received: The city of Houston respectfully requests a CDBG-MIT allocation that is proportionate to the past damages and ongoing risk within the Houston-Harris County region. The city of Houston requests a direct allocation method, based on damages, to be utilized for CDBG-MIT funds.

Staff Response: The Texas General Land Office is not making any direct allocation from the CDBG-MIT funds but the city of Houston is eligible to participate in the 2016 and Hurricane Harvey State Mitigation Competition Programs.

Comment Received: All programs should be revised to ensure that the distribution is proportional to the impact of Hurricane Harvey and previous storms for areas that are highest at risk.

Staff Response: All funding distributions and scoring criteria for CDBG-MIT programs will be listed in the Action Plan.

Comment Received: Joint application requirement language should be revised to incentivize regional coordination by removing the limit on the number of joint applications that may be submitted by an entity.

Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering the cap on the number of applications permitted per applicant. For final application caps amounts, see the Action Plan.

Comment Received: No limit on project applications should be set, rather a total amount to be received should be proportional to statutory citation and documented risk.

Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering the cap on the number of applications permitted per applicant. For final application caps amounts, see the Action Plan.

Comment Received: The cap on grant awards should be eliminated and funding awards should be given to areas with the highest documented risk and highest quantified benefits.



Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering the cap on grant minimums, the number of applications permitted per applicant, and the cap on grant funding awards. For final amounts for each of the above-listed, see the Action Plan.

Comment Received: The Risk Assessment needs to consider the frequency of events and implications of Atlas 14 data as noted by the Texas Water Development Board.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The Risk Assessment also needs to consider economic impacts at the local, state, and federal levels.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Project evaluation should consider future conditions, not just historic floods, to properly mitigate for the highest risk that the region faces.

Staff Response: All eligible applications will be scored according to the criterion for the correlating CDBG-MIT program. For more information on scoring criterion, see the Action Plan.

Comment Received: Applications should be reviewed and approved for the highest risk areas based on ranked quantified benefits.

Staff Response: All eligible applications will be scored according to the criterion for the correlating CDBG-MIT program. For more information on scoring criterion, see the Action Plan.

Comment Received: Covered Projects should be included in the Plan and not incorporated via amendment later.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The definition of ‘project’ should be expanded upon to include components with independent utility which, when combined, provide greater cumulative benefits.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Project phasing should also be considered and encouraged as larger projects require a downstream/upstream component.



Staff Response: The Texas General Land Office recognizes this comment and will give project phasing adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The following should be incorporated into the scoring criteria and point system: (1) Criterion that ranks applications based on impact of repetitive disasters; (2) criterion that awards additional points to projects that tie-back to the associated flood event for each competition; and (3) increase the maximum points allotted for the ‘Project Impact’ criterion. “Project Impact” criterion should be revised to account for a more comprehensive assessment of the impacts of individual projects. This includes: (1) add a sub-criterion that ranks and awards points to applications based on the economic impacts of the proposed project; (2) remove ‘Costs per persons benefitting’ sub-criterion; (3) revise ‘Percentage of persons benefitting within jurisdiction’ to number of persons benefitting; and (4) add a sub-criterion that ranks and awards points to applications that demonstrate a reduction in the number of flooded structures. “Project Identified in Local Adopted Plan” criterion should be removed. “per capita market value” criterion should be removed.

Staff Response: The Texas General Land Office recognizes the points presented within this comment and will give each point it contains adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The maximum amount of point allotted under ‘Mitigation/Resiliency Measures’ criterion should be increased and included in all competitions.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The ‘Management Capacity’ criteria and its sub-criteria need to be properly and fully defined.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Additional information related to the HMGP applications for TDEM to consider should be allowed.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: A deadline for the COGs to develop plans for funding distribution amongst potential recipients should be set.



Staff Response: The Texas General Land Office recognizes this comment and will give adequate consideration to developing a deadline for COGs to develop their MODs as CDBG-MIT programs and policies develop.

Comment Received: The timing for implementation, completion and adoption of plans and studies related to Resilient Communities Program should be modified to 24 months minimum.

Staff Response: The Texas General Land Office recognizes this comment and will give adequate consideration to the altering the Resilient Communities Program timeline as CDBG-MIT programs and policies develop.

Comment Received: The planning allocation should mirror previous allocations and at least \$150 million of planning funds for additional projects should be added to the Hurricane Harvey State Mitigation Competition.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Eligibility should be expanded beyond the projects listed in the Texas Coastal Resiliency Master Plan and consideration should be given to other projects that could greatly improve coastal resiliency.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Funding for mitigation activities that are in line with the intent of HUD CDBG-MIT program should be allocated to the city of Houston.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: A line of credit should be provided for program implementation.

Staff Response: Certain pre-award costs, if deemed eligible under the law, may be reimbursed upon a subrecipient receiving a reward. For more information regarding these types of costs, see the Action Plan and applicable federal law.

Comment Received: The timeline for 2016 Floods State Mitigation Competition should be extended to 10 years.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop. It should be noted that



CDBG-MIT programs are limited to obligation and expended timelines established in the correlating Federal Register notice.

Comment Received: Explicit language should be included that encourages the inclusion of cultural and historic assets as critical infrastructure in project criteria as well as planning efforts.

Staff Response: The Texas General Land Office appreciates this comment. Any projects funded by the CDBG-MIT funds must meet all local, state, and federal laws, so any communities with such requirements could likely show these expenses to be eligible. The Texas General Land Office generally does not add any additional requirements not already imposed by the funding source.

Comment Received: The Texas General Land Office should adopt a CDBG-MIT award system that is based on risk.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funding in a manner that provides the most effective and efficient mitigation programs possible. All programs will select projects in accordance with the established criteria.

Comment Received: The city of Houston and Harris County submit the regional stormwater infrastructure investments for consideration; and we request the GLO provide a line of credit or advance funding for project delivery.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funding in a manner that provides the most effective and efficient mitigation programs possible. All programs will select projects in accordance with the established criteria. As permitted under the law, certain preliminary costs may be deemed eligible for reimbursement upon the approval of a program application under a CDBG-MIT application.

Comment Received: We support the GLO's commitment to planning activities and agree that the GLO should work with a broad spectrum of stakeholders including Texas universities, state agencies, federal agencies, regional planning and oversight groups and/or vendors to conduct these studies.

Staff Response: The Texas General Land Office appreciates the positive feedback provided in this comment and remains committed to coordinating with other state and federal agencies to ensure the most effective and efficient administration of CDBG-MIT funds possible.

Comment Received: In defense of those who were put on the 'waitlist', what about those who lost vehicles, can't drive, or are disabled? The way programs have been run is unfair. What is happening to the 979 people in Jefferson County who are on this waitlist? Something needs to change before that "We the People" mantra becomes "Get it how YOU live."



Staff Response: The Texas General Land Office recognizes and appreciates the content of this comment and will give it adequate consideration as CDBG-MIT programs and policies progress. Applicants currently on the waitlist for the Homeowner Assistance Program in Jefferson County will continue to be served from the addition of the CDBG-MIT funds to the program for the SETRPC region.

Comment Received: We applaud the State's focus on supporting local and regional competitions as a strategy for identifying mitigation projects, use of the Coastal Resiliency Master Plan, and actions to enhance the resilience of housing for LMI residents. The Texas General Land Office efforts listed above would be enhanced by including a more robust consideration of climate risks in the plan and a greater focus on ensuring that mitigation projects prioritize ecosystem restoration. We also present the following four ways to improve the Action Plan.

Staff Response: The Texas General Land Office recognizes the comments provided above and will give each point adequate consideration as CDBG-MIT programs and policies progress. More detail on programs will be forthcoming in program applications.

Comment Received: Include more robust consideration of future threats to Texas communities and ecosystems from climate change and sea level rise. Require that jurisdictions implement best practices when managing a floodplain buyout program. More fully integrate and prioritize ecosystem restoration and natural infrastructure projects. Leverage partnerships with Audubon and other environmental organizations.

Staff Response: The Texas General Land Office recognizes the comments provided above and will give each point adequate consideration as CDBG-MIT programs and policies progress. More detail on programs will be forthcoming in program applications.

Comment Received: Interstate 10 has been elevated with NO drainage underneath and this has led to flooding in areas that never flooded before. This needs to be addressed ASAP.

Staff Response: The Texas General Land Office would suggest that the commenter provide this input to local elected officials who will be prioritizing and selecting projects for GLO consideration.

Comment Received: The formulation for creating the LMI data needs to be revamped on all HUD funded programs. The formulation should be derived from each county's statistical data to give each county an accurate LMI for its geographical boundaries.

Staff Response: The Texas General Land Office remains committed to ensuring CDBG-MIT funds are administered in a manner that is consistent with all current federal law, including the currently accepted means for calculating LMI data. The Texas General Land Office does, however,

remain open to consistently revamping analysis tools to ensure the most comprehensive program administration possible and will give the content of this comment adequate consideration.

Comment Received: Low- to moderate-income calculations should include more than just the immediate area, it should include the total affected area; project eligibility and scoring criteria should be easy to comprehend and follow; and it is important that the provision that permits the combination of multiple smaller projects to meet the minimum award threshold remain in place or be clarified to solidify this option for smaller communities.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration to each point presented in this comment as CDBG-MIT programs and policies progress. Additional details on program competitions will be provided in forthcoming application guides.

Comment Received: The city feels the GLO should work closely with the Texas Water Development Board SB7 mitigation planning; any new data developed should support development of a statewide flood plan; and the GLO should allow mitigation funds to be available to communities for floodplain management training.

Staff Response: The Texas General Land Office appreciates this feedback and is currently working with TWDB and TDEM to ensure funding sources are leveraged and streamlined to the best of our ability. It should be noted that the GLO remains committed to coordinating with any and all relevant state and local agencies to ensure the effective administration of CDBG-MIT funds. This coordination includes the provision of technical assistance, as needed, to aid communities at all stages of the process.

Comment Received: We believe that the single most impactful action that the state of Texas could take to improve resiliency and promote disaster mitigation on a statewide basis would be to promote a strong, uniform, and well-enforced set of construction standards.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration to each point presented in this comment as CDBG-MIT programs, particularly those that emphasize promoting more resilient building codes and standards, progress.

Comment Received: The state should not count joint applications towards each applicant's total submissions in each competition; capping the award amounts for each competition artificially limits funding for much-needed transformative projects aimed at taking the most people out of harm's way; delays will be caused by the requirement that all eligible applicants receive funding once before considering second applications.



Staff Response: The Texas General Land Office appreciates this feedback and will be updating the Hurricane Harvey State Mitigation Competition in response to this and others that have been similar.

Comment Received: The city of Robstown presents the following comments to the CDBG-MIT Action Plan: Additional funds are needed for the HMGP Supplemental Program; projects that do not meet the HMGP Supplement Program minimum threshold should still be considered for funding.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We recommend stronger building standards rather than the green building codes; the Resilient Communities Program should be expanded to also include activities for which counties have authority/responsibility or, at a minimum, should require some coordination with the county to assess plans and data regionally.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: There is a current need for a first responder facility in the city of Robstown and clarification is requested on whether or not this would be an eligible project.

Staff Response: Additional detail is needed to determine eligibility. Assuming eligibility, the city could sponsor this project in the programs they are eligible for.

Whether the LMI goal may be reached with multiple project areas; the definition of ‘Program Impact Area’ and the definition of ‘Covered Projects.’

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration to each point presented in this comment as CDBG-MIT programs and policies progress. Additional detail will be forthcoming in the program application guides that will be provided for all CDBG-MIT programs in the coming months.

Comment Received: The Action Plan provides an excellent summary of much of the high-level work and information that has been undertaken and gathered.

Staff Response: The Texas General Land Office appreciates the positive feedback provided in this comment and will each point adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: I support that the Action Plan (1) addresses the issues of coordination and cooperation of many state and federal agencies involved in flood management, (2)

changes the focus from mitigation of damages experienced from previous disasters to mitigation of risk hazards from future disasters, (3) promotes regional planning solutions for mitigation, (4) includes consideration of costs reasonableness in some cases and benefit-cost analysis on others, and (5) promotes natural infrastructure as an option for mitigation.

Staff Response: The Texas General Land Office appreciates the positive feedback provided in this comment and will each point adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: I have the following questions regarding the Action Plan. Is there an appointed agency to lead coordination and cooperation efforts? Is there any intention of considering the impacts of an ever -warming earth in the mitigation approaches? How will regional planning solutions be prioritized? Is there a reason why an economic prioritization factor is not being used? Is there a preference for natural or manmade infrastructure?

Staff Response: At this time, no lead agency has been appointed to coordinate cooperation efforts; despite this, the GLO remains committed, as the lead agency charged with administering CDBG-MIT funds, to actively filling this role as necessary. The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress. All program applications will be prioritized as presented under the correlating scoring criteria. All projects will be considered against the correlating program criteria with awards made accordingly.

Comment Received: Page 184, bottom paragraph, first sentence, should be changed to read: “The TCWP has worked to develop the Community Health and Resource Management (CHARM) GIS mapping application.”

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: As the program leader for this effort, I can say that it is likely that the technology stack will change over time, and thus the proposed text revision will strike the reference to specific propriety systems and products.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Page 192, section 3.8: Is the intent of this section that 2-foot freeboard should be measured above the 1% flood elevation, and if so, should it read “At least 2 feet above the 1% flood elevation”? The same issue is also present in the last sentence of the same paragraph.



Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Page 203, item 4.4.1.5, ix: This sentence construction could be open to several interpretations, for example, direct cash transfers to third-party HMGP efforts, which I don't believe is the intent with this item. Additionally, and to the outcome that I believe the agency intends, is that funds expended towards eligible activities can additionally count towards cost share for local HMGP efforts. If so, the item is a better fit as a general program guideline.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Sections 4.4.1.4 and 4.4.1.5: Several of the listed items are sometimes performed by drainage districts, school districts, and other entities not listed as a unit of local government (cities and counties). Are unlisted performing entities expected to be a sub-award or sub-contract within the eligible applicant's proposal, or are they precluded from receiving program funds? Please clarify in guidance.

Staff Response: Special purpose districts are not eligible applicants for the 2015 Floods State Mitigation Competition due to the limited funds available. These types of entities would need to be sponsored by an eligible applicant as noted in 4.4.1.4.

Comment Received: Page 205, section 4.4.1.7, ii (and where item is repeated in other program areas): Item is ambiguous about kinds of risks for eligible activities, considering that the plan has dedicated section 2 to describing risks. Possible solution to clarify ambiguity is to reference a table of hazards provided as general guidance, section 3. Also, is it the agency's intent to limit program activities to the three listed hazards as currently drafted in this specific section, or to all hazards listed in plan section 2? As currently written, blizzards, drought and hail do not appear to be eligible hazards.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Page 207, Table 402: Is it the intent of the agency that an out of compliance contract negates any eligible points from other criteria in this section? If so, that is different than "zero" points as marked in the table. Also, does this refer to contracts only funded through this opportunity? Any CDBG opportunity from prior disasters, i.e., Ike? Or, any contract funded through any program within the agency, i.e., CMP? It would be helpful to clarify the agency's intent.



Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Page 219, item 4.4.3.7 iii: “Funds may not be used to assist a privately owned utility...” The word “Assist” is potentially expansive, and GLO’s intent should be clarified further. Would a city be able to contract with a private utility on local infrastructure improvements, i.e, the co-location of municipally and privately owned utilities? Does assist mean to include sub-contracting or procurement for services from private utilities to perform project work for the city?

Staff Response: The limitation on funding privately owned utilities is directly from HUD. Any improvement that benefits such an entity is not an eligible use regardless of who the applicant is.

Comment Received: Page 220, 4.4.3.7: The second clause may not be necessary, as the TX constitution states as much. Seems like the possible intent here, as I read this, is that eminent domain acquisitions via this program shall be limited “solely” to public uses and not benefit to any particular private party. Also, anticipate that a community may wish to supplement an ED acquisition with third-party funds (say, another federal or state program), perhaps in a phased ED approach. Will the agency require the eligible entity, if it is proposing such an approach, to clearly distinguish CDBG-MIT program funding apart from supplemental, third-party funding for purposes of enforcing the public use criteria?

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Page 232, item 4.4.5.2, Covered Projects: Is not this definition provided by federal statute? Why not include the statute and citation?

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Page 235, item 4.4.5.8, iii: Clarification needed here. “Meets the definition of mitigation activities” ... per what?

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Page 235, 4.4.5.8, vii: “. . . plan for long-term. . .” The word “Plan” is used several different ways in the overall document. Does agency intend to state, “Include costs for long-term O&M”?

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.



Comment Received: Page 258, item 4.4.10.7, ii: Flood Damage Prevention Ordinance: Criteria a: flood elevation at what risk level? 1%? 0.2% Agency should clarify intent and criteria here.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Page 258 and elsewhere regarding timeframes for adoption of local plans and ordinances: The adoption of the plan (perhaps via general guidance in the CDBG-MIT plan) should include a process for a waiver for limited extensions (3 months, 6 months) based on (1) an ‘as of right’ extension such that project progress has been made in good faith (i.e., a missed quorum of governing body), and (2) extenuating circumstances (i.e., another disaster).

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Page 258-259. Items iii, iv, and v: Should include lengthier performance periods for project completion and adoption. Local procurement procedures, the creating of local advisory or steering committees, time to revise through public comment, and final adoption usually require approval by a governing body, and which require certain regulatory clocks for public notice, sometimes up to 45 days. 18-month period of performance would be realistic for item iii and 24 months for item iv; If item v comprehensive planning effort also includes zoning and CIP plan, expect the process to go beyond 24 months, although three years is probably excessive. In any case, a process for granting waivers might be a good safety valve for administering this program. Likewise, performance period guidelines for a sequences approach might be advisable here. Require that applications factor in the calendar time for the approvals of its governing body.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Page 258-259: Communities can prepare CIP plans and Housing studies apart from comp plans and zoning, and thus these activities should be included as standalone eligible activities. This will provide flexibility and account for a range of local regulatory and planning frameworks. The agency should consider language and performance periods for allowing communities to sequence a menu of activities, for example, a housing study, comprehensive plan, and then zoning.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.



Comment Received: Page 259, 4.4.10.7: eligibility and selection criteria: Communities should demonstrate local capacity for or commitment to develop code enforcement capacity.

Staff Response: The Texas General Land Office recognizes this comment and appreciates the feedback regarding communities and their ability to demonstrate local capacity for code enforcement.

Comment Received: Page 259, 4.4.10.7: eligibility and selection criteria: Guidance should provide language that costs for proposals will be reviewed by the agency. The maximum award of \$300,000 is far more than is needed for a flood protection ordinance. Likewise, the cost for a comprehensive plan for a 10,000 person municipality will differ from a plan for a 120,000 person community.

Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering project minimums as addressed in this comment. For final minimum award amounts, see the Action Plan.

Comment Received: Program guidance should include language that award costs will be reviewed to be consistent and reasonable with market costs by the itemized activities. Furthermore, the agency may wish to break out maximums and minimums by population size to expedite the review and provide benchmarks for applicant communities.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: If the agency elects to base costs on population size, request that community submit objective criteria (i.e., US Census data), however an option to demonstrate through other objective measures (i.e., new housing permits) their population for purposes of justifying project costs. Comment 18, pages 4.4.10.3: maximum award amount: Can eligible applicants submit proposal for a suite of planning activities, and if so, what does the maximum award refer to: per activity (as defined in 4.4.10.5 eligible activities) or per application?

Staff Response: The maximum award is by applicant. An application may include a single or all eligible activity under the Resilient Communities Program. More information will be available in the application guide.

Comment Received: Are there limits on how many times a community can apply and limits to how many awards they can receive over a 6-year period? Agency should clarify their intent and anticipate that communities may wish to pursue multiple activities and be provided the flexibility to do so.



Staff Response: For Resilient Communities Program more information will be available in the application guide.

Comment Received: If activities are to be performed in sequence via separate applications, will the applicant be able to apply before closing out the prior contract?

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Section 4.4.10.5, iii: Should include to read, "... zoning ordinance based up on or developed concurrently with a land use plan or comprehensive plan." So as to be consistent per the criteria in 4.4.10.7, v.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Section 4.4.10.5, vi: Public Service activities: With what guidance will the agency follow to review and approve public service activities? For example, do activities include installation of water saving devices? Personal or household disaster preparedness campaigns? Educating grade school youth about risk? Home structural retrofits? Business continuity of operations plans? Promoting the purchasing of insurance via the NFIP, TDI, or the private market? Such a list in lieu of guidance is probably impractical, but the agency should clarify further its intent by way of criteria for hazards, activities, and outcomes.

Staff Response: Public services that have a mitigation purpose and meet HUD's definition of public service will be considered against the various competition scoring criteria.

Comment Received: Section 4.4.10 Resilient Communities Program: If an application is rejected, will the applicant be provided with reasons for the rejection? Will the guidance include an option to petition the agency for reconsideration? An option to reapply after a fixed time after initial rejection? Can they reformulate the proposal and resubmit immediately?

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Section 4.4.1.8 and where repeated elsewhere in plan: If I understand correctly, a city is a "subrecipient" within the overall CDBG-MIT program, and a city is an "eligible applicant" within specific funding programs. In both cases, the entity is the same. This is confusing. When referring to cities (and other local and regional applicants) can the term "eligible applicant" be used?

Staff Response: In some programs, eligible applicants vary beyond just cities.



Comment Received: The ‘all or nothing’ LMI points is fundamentally flawed element of the scoring matrix as it ignores the challenges of the working moderate-and-fixed income communities. Communities like Ingleside on the Bay are most vulnerable, but do not score high on the ‘Vulnerability Index.’ This should be remedied. I believe the ICC Energy Conservation Code would be a better standard to apply to mitigation projects over Energy Star, LEED, and ICC Green Building Standards. Contractor requirements should not disqualify smaller local contractors for large national building corporations that will not add to the strength of local businesses.

Staff Response: HUD establishes the way LMI project beneficiaries and the state is being held to a 50% LMI total aggregate requirement; to ensure this is met, the GLO set the competition criteria reflected in this requirement. The building standards are also set by HUD in the Federal Register notice. The Texas General Land Office is committed to meeting all federal and state procurement requirements including its HUB goals.

Comment Received: Healthcare entities should be provided access to funds. The application periods for planning and infrastructure should be staggered to allow potential applicants the ability to meet the HUD objectives. Healthcare entities should be allowed to apply directly to the GLO for CDBG-MIT funds. The Texas General Land Office should clarify which types of healthcare entities may be eligible for CDBG-MIT funds.

Staff Response: Healthcare entities may be sponsored by eligible applicants for projects. The Texas General Land Office is working to ensure mitigation projects may begin as quickly as possible while prioritization is considered.

Comment Received: We request that the comment period for the CDBG-MIT Action Plan be extended at least 60 days in view of the significant information set forth for public analysis and comment.

Staff Response: The Texas General Land Office remains committed to administer CDBG-MIT funds in compliance with all applicable law. As such, the GLO has conducted the required 45-day public comment period required by HUD and, after multiple requests from stakeholders, extended that public comment period to allow for additional feedback.

Comment Received: We request consideration of the following comments to the CDBG-MIT Action Plan: We strongly encourage funding for flood mitigation planning, infrastructure construction, and all relevant floodplain management training to promote a flood resilient Texas. We encourage the GLO to coordinate with the Texas Water Development Board, as well as other state and federal agencies and authorities, to leverage resources and minimize duplication of efforts. We encourage the GLO to share existing and new data developed through the GLO’s efforts to ultimately compliment the Texas Water Development’s planning efforts.



Staff Response: The Texas General Land Office appreciates the feedback provided in the above-listed comment and will give each point consideration as CDBG-MIT programs and policies progress.

Comment Received: Applications should be selected based on need and management capacity; joint applications should be treated as applications from new entities to encourage regional cooperation.

Staff Response: The Texas General Land Office appreciates the feedback provided in the above-listed comment and will give each point adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: A time to disburse secondary and tertiary rounds of funds should be set; applications for Hurricane Harvey Competition Funds should automatically be considered for other State Action Plan Categories.

Staff Response: The Texas General Land Office appreciates the feedback provided in the above-listed comment and will give each point adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The Texas General Land Office should work with the Texas Water Development Board to leverage SB7 applicants.

Staff Response: The Texas General Land Office appreciates the feedback provided in the above-listed comment and will give each point adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We would like to commend the GLO for the CDBG-MIT Action Plan's emphasis on the importance of the adoption, implementation, and enforcement of modern building codes.

Staff Response: The Texas General Land Office appreciates the positive feedback provided in this comment.

Comment Received: The CDBG-MIT Action Plan should allocate additional resources to counties identified as MID areas in the 2015 floods. The state should revise the CDBG-MIT Action Plan to make these funds available to all COGs covering MID Counties.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The Texas General Land Office should reconsider its funding methodology to ensure Cameron County and other low-income, vulnerable areas in South



Texas be allowed equitable access to CDBG-MIT funds in order to protect the health and safety of its residents and become more resilient to future events.

Staff Response: The Texas General Land Office appreciates the feedback provided in the above-listed comment and will give each point adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The Harvey State Mitigation Competition has scoring factors that are problematic. Due to the concerns with the State Competition Program and the benefits of the Regional Mitigation Program, we recommend providing at least \$2.1 billion to the Regional Mitigation Program and reducing the State Competition to \$500 million.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: LMI does not accurately reflect our populations, especially along the coast. We suggest the scope of the project impact area be expanded to include all communities that may benefit. Counties can collect data to better identify LMI communities, but this would place a large burden on counties -there are other methods to use instead of LMI.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We recommend including a requirement or suggestion for stronger building standards rather than green building codes.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Most counties are ineligible for the Resilient Communities Program as the plan is currently written.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Please provide clarification on the threshold for the LMI goal, what the "project impact area" means, and what Coastal Master Plan projects will be chosen.

Staff Response: The project impact area is the area to be identified by the project in the proposed application. The Coastal Master Plan projects have not yet been identified.



Comment Received: The term "Covered" projects is confusing. We suggest using "Major" projects.

Staff Response: Covered projects is a term defined by HUD in the CDBG-MIT federal register notice.

Comment Received: It is our understanding that fire stations and like-type services would be considered an allowable activity as long as it is not a part of an emergency operations center. Please clarify.

Staff Response: CDBG–MIT funds may be used for mitigation activities to enhance the resilience of facilities.

Comment Received: It is disappointing to see that Emergency Operations Centers are not considered eligible for funding under the CDBG-MIT Action Plan.

Staff Response: All eligible activities are listed in the Action Plan. The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We would like to encourage the GLO to advocate on our behalf before HUD so that, in the future, the LMI requirement does not adversely affect the communities recovering from disasters.

Staff Response: The Texas General Land Office recognizes this comment and remains dedicated to administering CDBG-MIT funding in full compliance with the law. Absent a waiver from HUD, the LMI requirement presented under the correlating Federal Register notice must be followed.

Comment Received: The current Action Plan restricts funds from being used to enlarge a dam or levee beyond its original footprint and this limits flood mitigation measures that could be implemented. Please provide clarification or expand upon the definition of 'communications infrastructure.' The maximum award amounts listed are not inadequate.

Staff Response: The Texas General Land Office recognizes the comments above and presents the following responses:

This statement is accurate. HUD did not waive the restriction on the general conduct of government and so EOCs remain ineligible. The Texas General Land Office has worked with HUD to ensure the allocation of funds consider the Disaster and Mitigation connotation for which they were provided throughout the history of the program. Expansion of dams and levees is specifically restricted in the Federal Register notice. More detail related to program competitions will be provided in future application guides. Competition maximums were set due to the limited funds provided to Texas for mitigation statewide.



Comment Received: We ask that the State Action Plan acknowledge our changing climate by ensuring that mitigation effort promote resilient nature-based solutions and strongly urge projects are selected considering equity and inclusion.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We request that incentive points be added to the scoring criteria to prioritize the implementation of green infrastructure projects that provide multiple benefits to a community while reducing hazard risk.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop. It should be noted that the scoring criteria for eligible applicants can be found in the Action Plan.

Comment Received: We request the GLO see the Green Infrastructure Co-Benefits Valuation Tool and the EPA's forthcoming Community enabled Lifecycle Analysis of Storm Water Infrastructure Costs for guidance on how to value and consider the multi-benefits of green infrastructure.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: There is a lack of definition in the Action Plan for an "impact" and how impact will be scored in the Action Plan. We are concerned that there is a potential to disfavor rural and or smaller jurisdictions in favor of larger jurisdictions due to the lack of definition of project impact. We request a clarification on how the term "Project Impact" will be applied and how this scoring criterion will protect rural or less densely populated areas of the state.

Staff Response: Additional language is being added to the Action Plan to further define Project Impact scoring criteria, and additional information will be available in the application guide.

Comment Received: We agree with Public Citizen and others that wind, solar, and storage power, and gaps in air monitoring should be evaluated. The Texas General Land Office should evaluate solar plus storage as an alternative form of backup power and consider factors including cost lack of fuel requirements, and the benefits of clean energy generation. The Action Plan should note the systemic failure of floating roof tanks during Hurricane Harvey.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.



Comment Received: We request that the GLO count individual and joint applications under the state mitigation competitions separately, so that joint applications do not count against entities and minimum funding amounts should be removed from the plan.

Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering the cap on the number of applications an entity may submit, either individually or jointly, for CDBG-MIT programs. For final the final cap on number of applications, see the Action Plan.

Comment Received: Entities should be allowed to submit more than one application at a time. FEMA's BCA contains inherent inequalities; the GLO should reserve funds to provide technical assistance to communities which lack the resources or knowledge to apply for CDBG funds.

Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering the application cap for CDBG-MIT programs. For final application caps, see the Action Plan.

Comment Received: When considering buyouts, the state should target the most vulnerable neighborhoods and severe repetitive loss structures. Buyouts should provide homeowners with enough money to relocated to safer areas, coordinate with increased access to affordable housing and relocation strategies.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We are supportive of the GLO to develop an Enhanced State Hazard Mitigation Plan (the Plan). The Plan needs to acknowledge climate change. We are supportive of choosing Tier 1 projects in the Coastal Master Plan.

Staff Response: The Texas General Land Office recognizes this comment and appreciates the positive feedback.

Comment Received: We would encourage the GLO to give preference to living shorelines for shoreline stabilization and wet land enhancement, land acquisitions, and habitat creation and restoration.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: While we are generally supportive of the Resilient Communities Program, we think that the minimum standards discussed are too modest. See the Texas Health and Safety Code, Chapter 388 and the 2015 IRC for increased standards.



Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: There was confusion in the past about what constituted a complete application for the past Hurricane Harvey homeowners' programs. The Texas General Land Office should allow for an appeal process for homeowners who were unaware of how to get on to the past waitlist or what counted as a complete application. The Texas General Land Office should review contractor performance to ensure that applicants were not terminated from the program through no fault of their own.

Staff Response: The Texas General Land Office remains committed to ensuring all program applications are given adequate consideration and, in the event of a denial for assistance, documented reasoning behind that denial. Internal processes and procedures will be in place to ensure that any denied applicants will be given ample opportunity to address any identified issues.

Comment Received: The mitigation home programs should include Harris County and Houston homeowners.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We ask that GLO provide incentives for plans to include green infrastructure and advanced electrical systems such as battery storage back up power and microgrids.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We are supportive of CEER and the HOME coalition that emphasize the need to assure that residential buyout programs must be equitable, avoid displacement and gentrification and also emphasize communities facing threats from flooding and toxic pollution.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The state must provide legal assistance to homeowners to help show clear titles, mobility counseling, and real estate assistance. We agree with the National Wildlife Federation that the Action Plan needs to explain further how the GLO will establish and engage with the Citizen Advisory Committees.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.



Comment Received: It is extremely important that the citizen advisory committees include representatives from underserved and underrepresented communities to make sure that all Texans are heard.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The incorporation of nature-based solutions and blue-green measures into the planning process is vital to creating an effective and durable statewide system that protects and bolsters disaster-prone areas.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Prioritization should be given to the restoration of natural channels and waterways.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Emphasis should be placed on conservation and restoration within the watershed.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Green and natural infrastructure should be explicitly defined to include to preservation of floodplains, the protection of bayou and riverine corridors, as well as landscape level land protection efforts.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: A definition and expansion of green infrastructure incentives for land use and comprehensive plans should be presented.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Minimum project amounts should be eliminated.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.



Comment Received: More clarity is needed on the ‘Project Impact’ scoring criteria.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: There should be a meaningful prioritization and incentivization for green infrastructure and nature-based solutions.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We recommend that the 2015 and 2016 Floods State Mitigation Competitions and the Hurricane Harvey State Mitigation Competition be modified to add incentive points to the scoring criteria to prioritize the implementation of green infrastructure projects.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Nature-based coastal resilience should be defined.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The Texas General Land Office’s current methodology framework fails to consider issues of community vulnerability and equity used to create the selection criteria for CDBG-MIT programs.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Why was the South Carolina version of the SVI selected?

Staff Response: The State of Texas previously utilized the South Carolina version of SoVI for its 2015 Floods, 2016 Floods, and Hurricane Harvey Action Plan. The South Carolina SoVI is also used by FEMA in its National Risk Index tool to identify areas of high risk.

Comment Received: Which variables are used in this version of the South Carolina Hazard Vulnerability Institute’s SVI?

Staff Response: The list of SoVI variables are located in Appendix F.

Comment Received: Is proximity to environmental hazards considered as part of the SVI analysis?



Staff Response: No, social vulnerability is determined solely through socioeconomic and demographic data.

Comment Received: On page 155 of the Action Plan, it is not clear whether the state has mapped the SVI scores or z-scores for each county on the provided map. Please clarify.

Staff Response: The SoVI score is created by summing all the component scores resulting from the PCA. The SoVI score is a relative score, not an absolute score – meaning that a place with a SoVI score of 10 is not 2X more vulnerable than a place with a SoVI score of 5.

Comment Received: Why is the state using the county as the unit of analysis for SVI? If the end goal is to ensure that CDBG-MIT funds mitigate risk in the most affected areas, determining SVI score at the county level rather than at a lower geographic level means that areas with greater economic inequality will have lower SVI scores, even if there are areas within those counties with very high levels of social vulnerability. This may steer funds away from the hardest-hit areas that are most affected by pre-existing inequities and where mitigation funds would be most effective.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: While lack of vehicle access is one of the 15 SVI indicators, very little of the CDBG-MIT Action Plan pertains to the transportation/mobility vulnerability of families. Generally, the Action Plan does not address the affordable transportation needs of individuals and families, including persons with disabilities and other high-risk populations, in light of disaster recovery and longer-term affordable housing. How will the plan take into account short term and longer-term transportation needs of families?

Staff Response: The CDBG-MIT Action Plan provides for the submittal of infrastructure mitigation projects. All applications are subject to the scoring and eligibility criterion of their applicable program.

Comment Received: We recommend that the GLO remove the requirement that no applicant will be awarded their subsequent application until all successful eligible applicants have been awarded funding at least once.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress

Comment Received: We recommend that the cap on application submissions should be removed by eliminating the credit against entities for regional applications.



Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress

Comment Received: We encourage the GLO to use other criteria in making BCA assessments.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress

Comment Received: We recommend the GLO specifically state how it intends to fulfill public participation requirements, including website requirements.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress

Comment Received: Any evaluations used for deploying CDBG-MIT funds should include the duration of electricity interruption like FEMA's BCA approach, e.g., size of the population served and the power interruption duration at that location. Replace the term backup generator in draft (CDBG-MIT) with microgrid. Microgrids are fuel-flexible, resilient, and with energy control centers attached can manage onsite energy sources most efficiently even during an active main grid. Texas should focus on hardening town squares or creating resiliency zones where multiple facilities can be configured into a microgrid that keeps critical infrastructure, fire, police, hospitals and other first responders with vulnerable populations like affordable housing, senior centers, and assisted-living facilities in service. Allow use of CDBG-MIT funds for design of microgrids and allow Energy as a Service (EaaS) contracts for microgrids. The pathway to resiliency and reliability for all hazards is Texas moving forward aggressively with deployment of Microgrids.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: For the three State Mitigation Competitions (2015 Floods, 2016 Floods, Harvey), the first four criteria account for 50 possible points out of a total 100 possible points (except for Harvey, where an additional 5 points may be gained for “Mitigation / Resiliency Measures” – clarification on what this is and why it was specifically added here would be helpful). It is our analysis that without ranking highly in these four areas, it will be difficult for some applicants to succeed in advancing high-impact projects. Yet, for some (if not many, in the Coastal Bend) applicants, it will be impossible to rank highly. CDI, SoVI, per capita market value, and LMI need to be altered in regard to the scoring criteria.

Staff Response: Additional information will be available in the application guide to further define mitigation/resiliency measures.



Comment Received: More funds need to be allocated to the overall program funds of the Regional Mitigation Program. Further, we are encouraged to see GLO list academia as key partners in building resilience and mitigating risk (pg. 185). We note that along the entire Texas coast but especially in the Coastal Bend, HRI and TAMUCC also add capacity for our communities. In particular, HRI/TAMUCC and the Coastal Bend COG have recently signed an MOU to formalize this alignment through establishing the Regional Resilience Partnership (RRP).

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: What is required of an organization or political subdivision to receive a direct allocation? Is this something that the San Jacinto River Authority (SJRA) would be eligible to receive?

Staff Response: All CDBG-MIT funding must be properly applied for under a requisite program presented under the Action Plan. To determine which program which best suit the needs of this entity, see the Action Plan.

Comment Received: River Authorities are only eligible for the Hurricane Harvey State Mitigation Competition. With the SJRA being within the state MIDS and the HUD MIDS is there a specific reason we are not eligible applicants for the other funds? Could river authorities become eligible applicants for the other funds within the action plan, e.g., the 2016 Floods State Mitigation Competition?

Staff Response: River Authorities are not eligible applicants for the 2016 Floods State Mitigation Competition due to the limited funds available. These types of entities would need to be sponsored by an eligible applicant.

Comment Received: The Texas General Land Office and the “Action Plan seems to be supportive and encouraging of more regional projects, however the limitation on how many applications an organization can submit limits regional projects that would do best utilizing partnerships. This will be a deterrent and also will disincentives organizations wanting to submit joint applications.

Staff Response: The Texas General Land Office, in response to the public comment process, may alter the application cap required for one or all of the state mitigation competitions. For final application caps, see the Action Plan.

Comment Received: As an elected official representing portions of Harris, Fort Bend, and Brazoria counties, flood mitigation is of utmost importance to me and my constituents of



Senate District 17. I appreciate the GLO's willingness to work with federal, state, and local officials to coordinate cooperation efforts that are as efficient as possible.

Staff Response: The Texas General Land Office appreciates this feedback.

Comment Received: We encourage the GLO to set a base building code year that all jurisdiction must comply with to be eligible for funds. We recommend that the GLO further articulate that it is willing to support and fund adoption of code-plus amendments in communities seeking to address local hazards. We recommend that the GLO require a FORTIFIED Sealed Roof Deck for any homes assisted with CDBG-MIT assistance.

Staff Response: The Texas General Land Office recognizes and appreciates the content of this comment and remains dedicated to ensuring that any and all means of fostering successful disaster mitigation practices under the CDBG-MIT allocation are given adequate consideration.

Comment Received: DeWitt County Drainage District No. 1 would like to heavily emphasize that entities like ours should be eligible subrecipients for funding. Programs, eligibility, deadlines, and applications should be easy to understand and not require a profession grant-writer response.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We urge the GLO to provide assistance to smaller entities as they compile applications for CDBG-MIT funds. Please provide a specific program, that the district would be eligible for, that addresses buyouts in flood prone areas.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop. It should be noted that the GLO remains committed to ensuring eligible applicants are given necessary technical guidance and assistance from the application process through project closeout.

Comment Received: Our community has an enormous need for floodplain mapping and we encourage the GLO to fund a study that would map the floodplains within the entire state. The 'Repetitive Loss (NFIP) from Flooding' metric is skewed in our area as only one property is classified as such. Consideration should be given to this fact.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We urge the reclassification of DeWitt County under the 'Social Vulnerability Index.'



Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The “per capita market value by County’ metric is skewed in our area and special consideration should be given.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: As a tool to contractors, the GLO should creating a list on its website that shows all of the regulating authorities within a certain area. The district requests the GLO define ‘local government’ as the legislature does to include entities like the district.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We ask that another metric be considered instead of the ‘Hazard Mitigation Grant Program (HMGP): Supplemental.”

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We recommend the GLO provide incentive points for green infrastructure projects.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We recommend that projects that provide multiple co-benefits to a community while reducing hazard risk should receive more priority points than projects that provide fewer co-benefits.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We request the GLO incorporate an incentive for the use of green infrastructure as part of the Land Use and Comprehensive Plans in the Eligibility/Selection Criteria of Section 4.4.10.8.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.



Comment Received: We request clarification on how the term “Project Impact” will be applied and how this scoring criterion will protect rural or less densely populated areas of the state.

Staff Response: Additional language is being added to the Action Plan to further define Project Impact scoring criteria, and additional information will be available in the application guide.

Comment Received: We strongly believe that need-based considerations should outweigh a desire to spread resources around equally.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We urge to GLO to remove the application cap and to count individual and joint applications separately, so that a joint application does not count against individual applications. We urge the GLO to remove the ban on awarding an entity a second project until all successful eligible applicants have been awarded at least once.

Staff Response: The Texas General Land Office, in response to the public comment process, may alter the minimum award amounts and the application cap required for one or all of the state mitigation competitions. For final minimum award amounts and application caps, see the Action Plan.

Comment Received: We request that the minimum award amounts be removed altogether for all three state mitigation competitions.

Staff Response: The Texas General Land Office, in response to the public comment process, may alter the minimum award amounts required for one or all of the state mitigation competitions. For final minimum award amounts, see the Action Plan.

Comment Received: We suggest giving greater weight to the low and moderate income national objective selection criteria, rather than the BCA. We request that the SoVI score of the area to be served by a project be added to the selection criteria under Section 4.4.5.10 so that all SoVI scores will be calculated at the census tract level.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We request the GLO make technical assistance readily available to communities unfamiliar with the process for applying for CDBG funds.

Staff Response: The Texas General Land Office, as the primary administrator of CDBG-MIT funds, remains committed to ensuring all eligible applicants are given the necessary technical



guidance and assistance to successfully accomplish program goals. Technical assistance will be available to from the application intake process through project closeout.

Comment Received: We recommend that the GLO and TDEM work together to ensure that the Enhanced SHMP incorporates climate change projections and considerations. We urge the GLO to significantly increase the amount of funding allocated to Coastal Resiliency Program to ensure sufficient funding for multiple projects.

Staff Response: The Texas General Land Office remains committed to coordinating with local, state, and federal entities to ensure CDBG-MIT funds are administered in the most effective and efficient manner possible. All final funding amounts for CDBG-MIT programs can be found in the Action Plan.

Comment Received: We encourage the GLO to give preference to the following types of projects: living shorelines, land acquisitions, and habitat creation and restoration. The HUD and state-designated ‘most impacted and distressed areas’ need to be well-represented in the Citizen Advisory Committees.

Staff Response: The Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The Texas Floodplain Management Association fully supports the comments submitted by the DeWitt County Drainage District No. 1.

Staff Response: The Texas General Land Office recognizes the Texas Floodplain Management Association’s support of the DeWitt County Drainage District No. 1 comments.

Comment Received: We recognize and stand behind the following initiatives: pre- and post-disaster flood protection actions, community outreach on floodproofing options, grant funding and a revolving loan program, flood insurance discounts for all flood mitigation efforts, encouraging communities to inventory high-risk buildings below the BFE, outreach and education, stronger floodplain regulations, stronger flood design standards and codes and enhancements in the engineering practice, support a national standard for flood-resistant construction, and home elevation contractor certifications. We also endorse the following proposals of more funding should be allocated towards residential home elevation and community adoption of ASCE 24 Building Codes and ordinances the require building above the 500-year flood plain.

Staff Response: The Texas General Land Office recognizes and appreciates the positive feedback provided within the contents of this comment.

Comment Received: We support funding for hazard mitigation planning, projects, and training related to FEMA lifelines.



Staff Response: The Texas General Land Office recognizes and appreciates the supportive feedback provided in this comment and will give the other listed recommendations adequate consideration as CDBG-MIT policies and procedures progress.

Comment Received: We encourage the GLO to coordinate with other state and federal entities to avoid duplication of efforts and provide transparency in the development of data sharing. We encourage the GLO to coordinate with regional regulatory entities to ensure mitigation techniques are supported by the region.

Staff Response: The Texas General Land Office recognizes and appreciates the supportive feedback provided in this comment and will give the other listed recommendations adequate consideration as CDBG-MIT policies and procedures progress.

Comment Received: The Texas General Land Office should consider that there is value in encouraging local government plans that incorporate risk reduction with projects other than zoning, such as updated ordinances or CIPs.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: Please provide additional information about the ‘Mitigation/Resiliency Measure’ scoring factor. The ‘Leverage’ factor should either be removed entirely or waived for small jurisdictions with a population of 5,000 or less.

Staff Response: The Texas General Land Office recognizes the comments presented and will give each individual point adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: City applicants should be allowed to use to adjusted scores for the SoVI and per capita market value based on the jurisdiction’s data.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We support the recommendation provided by H-GAC to provide \$2.145 million to the Regional Mitigation Program and \$500 million to the Harvey State Mitigation Competition Program.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comments Received: The Texas General Land Office should consider a higher, flexible award maximum for the Local Hazard Mitigation Action Plans.



Staff Response: The Texas General Land Office recognizes the comments presented above and will give each individual point adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We request incentive points be added to the scoring criteria to prioritize the implementation of green infrastructure projects that provide multiple benefits to a community while reducing hazard risk.

Staff Response: All scoring criteria will be presented in final form in the HUD accepted and published Action Plan document.

Comment Received: We request clarification on the term ‘Project Impact’ and how it will be applied.

Staff Response: ‘Project Impact’ will be further defined in forthcoming application guides.

Comment Received: We ask the GLO consider the following changes: (1) elimination of the \$100 million limit and/or raise the number of applications to 5; (2) treat regional applications from regional entities as applications from new entities and omit maintenance partners as co-applicants; (3) set a time to disburse secondary and tertiary rounds of funds; (4) allow applications for Hurricane Harvey Competition Funds to automatically be considered for other State Action Plan categories; and (5) work with the Texas Water Development Board to leverage SB7 applications.

Staff Response: The Texas General Land Office recognizes the five recommended changes listed in this comment and will give each adequate consideration.

Comment Received: We request the GLO make technical assistance available to communities unfamiliar with the CDBG funding process. We recommend the GLO and TDEM work together to ensure that the Enhanced SHMP incorporates climate change projections and considerations.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in the most effective manner possible. This includes the provision of technical assistance, when warranted, to communities needing assistance throughout the life of the grant.

Comment Received: We encourage the GLO to give preference to living shorelines, land acquisitions, and habitat creation and restoration. We believe that the most impacted and distressed areas need to be well represented in the Citizen Advisory Committees.

Staff Response: The Texas General Land Office remains dedicated to working with state and federal entities to coordinate the most effective administration of the CDBG-MIT funding. The



Texas General Land Office appreciates this feedback and will give it adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The city of Houston and Harris County have submitted technical changes to the CDBG-MIT Action Plan in an effort to reduce risk and make the region more resilient to future events. I encourage the GLO to amend the Action Plan accordingly.

Staff Response: The Texas General Land Office recognizes the comments provided by the city of Houston and Harris County and will give each of those comments adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The current CDBG-MIT Action Plan will likely result in funding activities in violation of the GLO's responsibility to affirmatively further fair housing and its requirements under Title VI of the Civil Rights Act of 1964.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The Texas General Land Office must set aside mitigation funding specifically for the low-income communities of color that have historically been the most negatively impacted by natural disasters.

Staff Response: The Texas General Land Office remains committed to ensuring CDBG-MIT funds are administered in compliance with federal law, including the LMI benefit requirement.

Comment Received: We request the GLO prioritize and provide funding for mitigation projects in the following communities: (1) the north side of Galveston Island; (2) the Black community in the city of Wharton; (3) the low-income and Latino subdivisions in Liberty and Montgomery Counties; (4) those principally Black and Latino neighborhoods in northeast Harris County; (5) the principally Black communities of West Port Arthur and northern Beaumont; and (6) the Greenpoint neighborhood in the northern part of Houston.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The Texas General Land Office should make funds available specifically to address the needs of tenants in HUD-subsidized, privately owned apartment developments that are located in the 100-yr floodplain and/or floodways.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.



Comment Received: We request the GLO establish a pilot program that would permit the transfer of subsidies from obsolete, dangerous, poorly managed, and undesirable apartments to more desirable apartments.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: The Texas General Land Office's website should contain sufficient demographic information about each funded activity so that the general public can better understand who is being served by the projects and studies.

Staff Response: The Texas General Land Office remains committed to ensuring all public transparency requirements established under federal law are followed. This includes all website requirements detailed in the applicable correlating Federal Register notice.

Comment Received: The Texas General Land Office should consider inclusion of maps of funded activities with links to applications and demographic information on its website in order to help facilitate public access.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: All waivers and alternative requirements should be made publicly available on the GLO's website.

Staff Response: The Texas General Land Office remains committed to ensuring all public transparency requirements established under federal law are followed. This includes all website requirements detailed in the applicable correlating Federal Register notice.

Comment Received: The Texas General Land Office should consult with community groups, tenants, and neighborhood organizations as projects are selected for funding.

Staff Response: The Texas General Land Office remains committed to conducting CDBG-MIT programs in a manner that fosters a robust public participation process to ensure all impacted citizens are included.

Comment Received: The Social Vulnerability Index and Financial Capacity criterion should be assessed on a Census tract level.

Staff Response: For programs in which SoVI and Financial Capacity are considered as scoring criteria, both factors will be assessed at the applicant level if data is available. County and city-level data will be made available to applicants.



Comment Received: What are the break points for each category: high, medium high, medium, medium low, and low and how were those break points determined? How will the SVI score and Financial Capacity score be used in the application process? What are the weights of each metric? What types of property (residential, commercial, industrial, etc.) are considered for the financial capacity score? Program income should be reinvested into LMI communities.

Staff Response: The SoVI score is created by summing all the component scores resulting from the PCA. The SoVI score is a relative score, not an absolute score – meaning that a place with a SoVI score of 10 is not 2X more vulnerable than a place with a SoVI score of 5.

The SoVI score is based on the following classification using Standard Deviations.

For 5 classes

- i. < -1 Std. deviations around mean = Low
- ii. $-1 - .5$ Std. deviations around mean = Medium Low
- iii. $-.5 - .5$ Std. deviations around mean = Medium
- iv. $.5 - 1$ Std. deviations around mean = Medium High
- v. > 1 Std. deviations around mean = High

Comment Received: The CDBG-MIT Action Plan must ensure that the following information about each MOD be publicly available on the GLO's website: (1) description of the project; (2) amount funded; (3) demographics of residents being served; (4) breakdown of how many homeowners and renters the project is benefiting; (5) neighborhood; and (6) that the project will serve by block group.

Staff Response: The Texas General Land Office remains committed to ensuring all public transparency requirements established under federal law are followed. This includes all website requirements detailed in the applicable correlating Federal Register notice.

Comment Received: As it relates to the HMGP Supplemental: The Texas General Land Office must ensure that affirmative steps are taken to ensure there are no discriminatory effects on vulnerable populations through the administration of this program.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: As it relates to the Coastal Resiliency Program: For projects identifying themselves as LMI-benefitting, subrecipients should also meet additional criteria.



Staff Response: All applications submitted for funding consideration under a CDBG-MIT program will be prioritized pursuant to the applicable eligibility requirements for that program. For more information on eligibility requirements, see the Action Plan.

Comment Received: The 50% set aside for LMI residents should prioritize projects that help communities harden themselves against the impact of industrial emissions, spills, and explosions that may result from natural disasters.

Staff Response: All applications submitted for funding consideration under a CDBG-MIT program will be prioritized pursuant to the applicable scoring criteria for that particular program. For more information on applicable scoring criterion, see the Action Plan.

Comment Received: A pilot program should be established to implement Rapido housing and test the process.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: All Hazard Mitigation Plans must acknowledge racism, segregation, and underinvestment in low-income neighborhoods. Any land use or zoning plan funded through the Resilient Communities Program must include efforts to mitigate any discriminatory land use decisions.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: We strongly recommend that any study of, or database of, ‘natural hazard risks’ should include risks associated with living near an industrial facility. We disagree with HUD’s assessment that the elimination of blight and slum as a national objective is generally inconsistent with mitigation activities.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We support the decision to create a citizen advisory committee but suggest the GLO reserve at least two positions for community group leaders for low-income communities of color that have been impacted by natural disasters and whose group works to assist community members with disaster recovery.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as citizen advisory committees for CDBG-MIT programs and policies develop.



Comment Received: We requests the following modifications to the CDBG-MIT Action Plan: (1) we request section 2.3 be modified to expressly include the preservation of floodplains, the protection of bayou and riverine corridors, as well as large landscape level land protection efforts; and (2) we request section 2.6.25.2 be modified to delete ‘channeling creeks’ as a mitigation effort and replaced with ‘restoring the natural channels of creeks and waterways, thereby slowing the flow, decreasing incision, and reconnection such channels with the floodplains.’

Staff Response: The Texas General Land Office recognizes this comment and will give the requested modifications adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We suggest adding the following to the definition of natural or green infrastructure: ‘including the conservation and restoration of floodplains, the conservation and restoration of creeks and bayous, as well as large landscape level protection efforts.’

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We request that the 2015 and 2016 Floods State Mitigation Competition be modified to add incentive points to the scoring criteria to prioritize implementation of green infrastructure. We request that programs be revised to ensure that distribution is proportional to the impact of Hurricane Harvey and the previous storms for areas that are highest risk.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as CDBG-MIT programs and policies develop.

Comment Received: We urge the GLO to remove the application number cap and replace it with a cap related to the amount proportional to the statutory citation and documented risk. The application cap should be removed to avoid penalizing regional projects.

Staff Response: The Texas General Land Office, in response to public comments, has decided to alter the application cap as it relates to some or all of the state mitigation competitions. Final application caps will be contained within the Action Plan.

Comment Received: We urge the GLO to remove the ban on awarding second projects until all successful eligible applicants have been awarded funding at least once. We request that the minimum award amounts be removed altogether for all three state mitigation competitions. We request the equity concerns be addressed by adjusting the weight of some scoring criteria. Green Infrastructure should be defined and expanded as an incentive for Land Use and Comprehensive Plans.



Staff Response: The Texas General Land Office recognizes this comment and will give each point it contains adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: We encourage the GLO to provide incentive points for green infrastructure projects. We request the GLO incorporate an incentive for the use of green infrastructure as a part of the Land Use and Comprehensive Plans in the descriptions within Section 4.4.10.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as policies for the Land Use and Comprehensive Plans under the CDBG-MIT programs develop.

Comment Received: We believe that a needs-based consideration should outweigh a desire to spread resources around equally.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: We suggest giving greater weight to the low- and moderate-income national objective scoring criteria. We request that the SoVI score of the area to be served by a project be added to selection criteria under Section 4.4.5.10.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: We recommend the GLO and TDEM work together to ensure that the Enhanced SHMP incorporates climate-change projections and considerations.

Staff Response: The Texas General Land Office remains dedicated to coordinating with local, state, and federal entities to ensure CDBG-MIT funds are administered in the most effective and efficient manner possible.

Comment Received: We urge the GLO to significantly increase the amount of funding allocated to Coastal Resiliency Program to ensure sufficient funding for multiple projects.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: We encourage the GLO to give preference to the following types of projects: living shorelines, land acquisitions, and habitat creation and restoration. The HUD and state-designated 'most impacted and distressed areas' need to be well-represented in the citizen advisory committees.



Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: The limitation on number of applications discourages collaboration and should be removed. The \$100 million project cap is insufficient to enable adequate mitigation work in the communities that need it the most. The Texas General Land Office should eliminate the project timeframe that places a limit on the number of project applications for each entity that may submitted/funded at a time.

Staff Response: The Texas General Land Office is updating the eligibility requirements of the Hurricane Harvey State Mitigation Competition in response to this comment and others.

Comment Received: Multiple Harris County entities have submitted technical changes that should be included in the final version of the CDBG-MIT Action Plan. The changes sought would reduce the risk in areas like my district and make the area more resilient to future floods. I hope the CDBG-MIT allocation will provide a chance for the GLO to address issues with residents who were excluded from programs because of the benefits they received under an SBA loan. We appreciate the work the GLO does for Texas as well as the leadership of Commissioner Bush

Staff Response: The Texas General Land Office appreciates this feedback and support for the CDBG-MIT Action Plan.

Comment Received: An equitable and effective mitigation strategy must include the following: (1) the prioritization of equity in all programs; (2) the prohibition against using disaster recovery and mitigation processes to permanently displace low-income communities and communities of color, or to facilitate displacement by gentrification; (3) input from affected communities that recognizes communities that are least able to participate in conventional processes; (4) the provision of resources under buyout and relocation programs that present low income families with a meaningful choice to move; (5) and the mitigation of industrial and hazardous uses on communities.

Staff Response: The Texas General Land Office recognizes the content of this comment and will give each point presented adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Eligibility analysis that utilizes property values fail to prioritize LMI families and communities.

Staff Response: Eligibility analysis does not utilize property value. The Regional Mitigation Program and the 2015, 2016, and Hurricane Harvey scoring criteria utilize per capita market value as a factor, with those areas with a lower per capita market value receiving higher scores. LMI is an additional scoring criterion in those three competitions.



Comment Received: Why does the Composite Disaster Index methodology include disasters for which CDBG-MIT funds are not available, including wildfires, drought, and hail? The Composite Disaster Index does not account for future risk.

Staff Response: The Composite Disaster Index shown in the Risk and Hazards Assessment is illustrative of the hazards faced by the state and seeks to show the severity of all hazards in order to determine where limited funds should be directed. Predictive modelling of future risk uses past occurrences to determine patterns and predict future occurrences. This is the method used by the CDI.

Comment Received: Why does the calculation for the Composite Disaster Index include all 254 counties in Texas, and not solely the 140 counties eligible for CDBG-MIT funds?

Staff Response: The 254 county CDI map series contained within the Risk and Hazards Assessment is used to illustrate the distribution of hazard risk throughout the state. For purposes of allocating funds within the Regional Mitigation Program and as scoring criteria in the 2015, 2016, and Hurricane Harvey Competitions, the CDI utilizes only the 140 eligible counties.

Comment Received: Why does the state use the same Composite Disaster Index for all three competitive grant programs when the 2015 and 2016 programs include tornadoes as an eligible hazard and the Hurricane Harvey program does not?

Staff Response: The CDI is one component of the scoring criteria for these competitions, worth 10 points. The purpose of the CDI is to illustrate all hazard risks within the eligible communities.

Comment Received: The Texas General Land Office should create a separate Composite Disaster Index for each competition that connects directly to the correlating hazards and applies only to the counties eligible for each program's funds.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: How was the grouping of variables for the Principle Component Analysis done and how did the state determine which variable went into Principal Components?

Staff Response: The research conducted by Cutter et al. (2003), "Social Vulnerability to Environmental Hazards," forms the basis for variable selection. This work identified vulnerable population groups impacted by disasters and then identified appropriate representative variables for each population. This large set of data was reduced by removing variables that were colinear (measuring the same things) so that double counting could be minimized. The resulting set of variables became the standard list of inputs with only subtle additions as better data has become



available that address specific vulnerability indicators with no former variables (in the census) that were appropriate representations of the concept

SoVI is an output of a Varimax Rotation Principle Components Analysis. Grouping of variables is a result of the PCA; specifically, the cutoff eigenvalue is determined by the Kaiser Criterion—a commonly used criterion for the number of factors to rotate is the eigenvalues-greater-than-one rule proposed by Kaiser (1960). It states that there are as many reliable factors as there are eigenvalues greater than one. The reasoning is that an eigenvalue less than one implies that the scores on the component would have negative reliability. The number of “groups” is not pre-determined, only the cutoff value for inclusion into groups. This method produces a different number of “components” for each SoVI run.

Comment Received: In the map on page 155, is it not clear whether the state has mapped the SoVI scores or z-scores for each county. Please clarify this. What are the breakpoints for each category: high, medium high, medium, medium low, and low and how are those breakpoints determined?

Staff Response: The SoVI score is created by summing all the component scores resulting from the PCA. The SoVI score is a relative score, not an absolute score – meaning that a place with a SoVI score of 10 is not 2X more vulnerable than a place with a SoVI score of 5.

The SoVI score is based on the following classification using Standard Deviations.

For 5 classes

- vi. <-1.5 Std. deviations around mean = Low
- vii. $-1.5 - .5$ Std. deviations around mean = Medium Low
- viii. $-.5 - .5$ Std. deviations around mean = Medium
- ix. $.5 - 1.5$ Std. deviations around mean = Medium High
- x. > 1.5 Std. deviations around mean = High

Comment Received: Why is the state using the county as the unit of analysis for the SoVI? How will the Action Plan take into account short term and longer term transportation needs of at-risk families?

Staff Response: For the risk assessment the county geography was used to illustrate the general distribution of social vulnerability across the state. Smaller geographies are not visible at the scale used. For the Regional Mitigation Program allocation, the county geography was chosen to align with the other allocation factors which are represented at the county geography and are easily aggregated at the COG level to determine total funding for the COGs to distribute. For the scoring criteria used in the three competitions described in the Action Plan, applicants will be able to utilize SoVI at the census tract or municipal level.



Comment Received: In response to the per capita market value (“PCMV”): We appreciate that the PCMV was calculated for the universe of eligible counties only. Please explain how the categories were determined and how the breaks were decided.

Staff Response: The categories shown on the PCMV map represent modified Natural Jenks breaks.

Comment Received: We appreciate that the goal of PCMV as a criterion is to ensure that funds target areas with less capacity to conduct mitigation programs. We urge the GLO to determine the possibility that a program will fuel gentrification and channel resources away from the most vulnerable populations these mitigation funds are intended to serve and to require serious strategies to mitigate that displacement.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: In response to the Project in the Local Plan: The Texas General Land Office should allow an entity to be a part of multiple joint applications (as lead or as a partner) to foster collaboration while giving entities access to funding. We recommend that the GLO cap on application submissions be removed by eliminating the credit against entities for regional applications.

Staff Response: The Texas General Land Office, as a result of the public comment process, has decided to alter the application limit to address any concerns associated with discouraging collaboration and/or steering funds away from the most impacted areas. For the final application limit, see the Action Plan.

Comment Received: In response to Management Capacity: The Action Plan must include a detailed description of how these scoring criteria are defined and how they relate to ensuring capacity.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: Regarding Project Impact: How will “cost per persons benefiting” and “percentage of persons benefitting within the jurisdiction” be determined? How will the number of persons benefiting from a particular project be determined?

Staff Response: “Project Impact” will be further defined in forthcoming application guides.

Comment Received: Will this be a standard formula, or can each applicant determine this for themselves? Will there be a clear set of criteria and data by which costs and benefits must



be determined by each applicant? The ranking itself is not clear. Is there a certain threshold that must be met and how will this help rank applications over a certain threshold?

Staff Response: “Project Impact” will be further defined in forthcoming application guides.

Comment Received: In response to leveraging funds: We believe that the requirement to leverage CDBG-MIT funds with other funding sources may disadvantage larger regional projects with larger requests for CDBG-MIT funds.

Staff Response: The Texas General Land Office recognizes the content of this comment will give each point presented adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: In response to the Mitigation and Resiliency Measures: It is unclear how this criterion is defined. Are these measures taken by the applicant before submitting the application? Are the measures included in the application? Does this disadvantage less-wealthy jurisdictions that have not had the resources to take these measures?

Staff Response: “Resiliency Measures” will be further defined in forthcoming application guides.

Comment Received: Other scoring related issues: The Action Plan’s use of a county scale analysis will not accurately identify the most impacted and distressed areas, where LMI populations live, or where social vulnerability is the most prevalent. Giving Repetitive Loss properties the strongest weight allocation broadly discriminates against most low-income families, who tend to not have flood insurance.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: The Action Plan fails to include sufficient information so that all interested parties will be able to understand and comment. Needs-based considerations must be included in assessing awards with a prioritization on high-risk areas with the most vulnerable populations.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: As it relates to Public Participation: The comment period and the state’s time to respond to comments are insufficient and the comment period are insufficient, and the state should request an extension to the deadline to submit the Action Plan to HUD.

Staff Response: The Texas General Land Office has, in compliance with all applicable federal law, published the draft CDBG-MIT Action Plan for the required and conducted the required public hearings. In going beyond these requirements, the GLO extended the public comment



period beyond the 45-day mandate and held an additional public hearing to ensure the most robust public participation process possible.

Comment Received: The Citizen Advisory Committee must include members from the most affected communities and historically disinvested areas, and members of protected classes. There must be increased transparency and public access to information about CDBG-MIT and CDBG-DR funds and programs on an ongoing basis.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as the citizen advisory committee under CDBG-MIT programs develop.

Comment Received: As it relates to Use of Funds: We want to emphasize that while we endorse the use of these funds for larger, high-impact projects, those projects may need to include targeted local infrastructure investments to ensure that they provide mitigation for everyone in the project area.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: For the 2015 Floods State Mitigation Competition and the 2016 Floods State Mitigation Competition: Limiting each applicant to 2 applications, including both individual and joint applications, discourages collaboration and may steer funds away from the most impacted areas.

Staff Response: The Texas General Land Office, as a result of the public comment process, has decided to alter the application limit to address any concerns associated with discouraging collaboration and/or steering funds away from the most impacted areas. For the final application limit, see the Action Plan.

Comment Received: For the Hurricane Harvey State Mitigation Competition: Projects must prioritize people over property value.

Staff Response: Eligible applications submitted for consideration under the Hurricane Harvey State Mitigation Competition will be scored and prioritized according to the scoring criterion presented in the Action Plan.

Comment Received: The category of eligible applicants is much broader than historically eligible entities and, as such, that state must ensure that all of these entities are trained on their obligations under federal law.

Staff Response: The Texas General Land Office, as the primary administrator of CDBG-MIT funds, remains dedicated to providing necessary technical guidance and assistance to eligible



entities who may require it. This technical guidance and assistance includes the provision of training on the obligations placed on a subrecipient under federal law.

Comment Received: For the Regional Mitigation Program: The Action Plan contains no information on the required methodology for MODs beyond that fact that it ‘allows the opportunity for local quantifiable factors.’

Staff Response: General Land Office appreciates the feedback contained within this comment and will give adequate consideration as CDBG-MIT programs and policies progress. It should be noted that all MODs must undergo processing at the local level and be submitted for approval to the GLO.

Comment Received: As it relates to the Hazard Mitigation Grant Program Supplemental: The state must evaluate whether the FEMA HMGP criteria and planning process have a discriminatory effect and/or steer funding away from lower-income communities and communities of color.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: As it relates to the Coastal Resiliency Program: Please explain why this program can fund risks related to coastal erosion and includes protection of FEMA lifelines as a priority.

Staff Response: Coastal mitigation considers all efforts to arrest impacts of future to include natural solutions.

Comment Received: As it relates to the Housing Oversubscription Supplemental: We applaud the inclusion of this program; however, residents of Houston and Harris County should be eligible.

Staff Response: The Texas General Land Office appreciates the positive feedback contained within this comment and will give adequate consideration to expanding the pool of eligible applicants for the Housing Oversubscription Supplemental Program.

Comment Received: As it relates to the Resilient Home Program: We applaud this program but have two primary concerns: Beneficiaries will be selected from existing waitlists, but there was a great deal of confusion regarding application processing initially.

Staff Response: The Texas General Land Office appreciates the positive feedback contained within this comment and will give adequate consideration regarding the potential confusion resulting from application processing procedures. The Texas General Land Office remains



dedicated to streamlining these types of processes to ensure our impacted Texans have access to recovery funding in the most efficient manner possible.

Comment Received: The Texas General Land Office should ensure that any applicant terminated from the waitlist was not dropped due to no fault of their own. This program excludes homeowners in Houston and Harris County.

Staff Response: The Texas General Land Office remains committed to administering CDBG-MIT funds in the most effective and efficient manner possible. These processes and procedures include eligibility processing that, in some instances, requires a great deal of guidance from the GLO. The Texas General Land Office recognizes this comment and will give it adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: As it relates to the Hazard Mitigation Plan: The Hazard Mitigation Plan must include social vulnerability, at the most local level, in its risk assessment and take into account the impact of past discrimination and disinvestment.

Staff Response: The Texas General Land Office remains committed to utilizing the Social Vulnerability Index as a data source for analysis in risk assessments and other program processes. The content of this comment will be given adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: As it relates to the Resilient Communities Program: We support the inclusion of the development, adoption, and implementation of modern and resilient building codes. The state should reconsider the ‘first come first served’ prioritization scheme.

Staff Response: The Texas General Land Office recognizes this comment and appreciates the positive feedback. The Texas General Land Office will give the current prioritizations scheme renewed consideration as programs under the CDBG-MIT programs develop.

Comment Received: As it relates to Regional and State Planning: We endorse the state’s goal of ensuring that studies in different regions can be consolidated and analyzed. The Action Plan needs to include more information about the state’s plan to work with federal agencies to develop mapping and modeling techniques sufficient to conduct a detailed cost-benefit analysis.

Staff Response: The Texas General Land Office recognizes this comment and appreciates the positive feedback. All content of this comment will be given adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: Residential Buyout Programs must be equitable and ensure that LMI families have sufficient resources to move to safer areas. Residential Buyout Programs should focus on community planning and methods to prevent gentrification and



displacement. Residential Buyout Programs should prioritize communities with exposure to environmental and industrial hazards that make the more vulnerable to the consequences of hurricanes and flooding.

Staff Response: The Texas General Land Office is dedicated to ensuring that Residential Buyout Programs utilizing CDBG-MIT funding are conducted in full compliance with applicable law.

Comment Received: The Action Plan should include a presentation of elevation program details and calculations for a variety of areas and conditions to demonstrate that the cap is adequate to elevate homes.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: Steps to minimize the direct and indirect displacement of persons from their homes must be included in the application for a program or project and evaluated as part of the scoring criteria.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: We encourage the GLO to incorporate the following recommendations as they relate to a commitment to using nature-based systems: The 2015 and 2016 Floods State Mitigation Competitions and the Hurricane Harvey State Mitigation Competition should be modified to add incentive points to the scoring criteria to prioritize the implementation of green infrastructure projects that provide multiple benefits to community in addition to the hazard reduction risk.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: All terms should be expanded upon and defined further. The restoration of natural channels of waterways should be prioritized. Emphasis should be placed on the conservation and restoration of the watershed.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: The Texas General Land Office should define and expand Green Infrastructure Incentive for Land Use and Comprehensive Plans. Minimum project amounts should be eliminated. The term ‘Project Impact’ as scoring criterion needs to be clarified.



Staff Response: The Texas General Land Office, in response to the public comment process, is considering altering the project threshold amount for specific programs. For final threshold amounts, see the Action Plan. All other points presented in this comment will be given adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: As it related to Economic Resilience and Mitigation: CDBG-MIT funds should generate sustainable jobs to be filled with local workers in storm-affected areas. This entails compliance with Section 3 of the Housing and Urban Development Act.

Staff Response: The Texas General Land Office recognizes the content of this comment and will give each point presented adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: The Action Plan must acknowledge the role of climate change in the frequency and severity of natural disasters. Clean energy and energy storage can increase resiliency and improve disaster recovery. Fossil fuel generators are dangerous and vulnerable to fuel shortages, as are internal combustion engine vehicles. Solar panels and electric vehicles are not. Clean energy sources can mitigate water shortages. Air pollution and air quality monitoring should be given consideration under the Action Plan.

Staff Response: GLO, as the primary administrator of CDBG-MIT funds, recognizes the pressing need to ensure communities are recovering, building in resiliency, and working to activity mitigate the risk of impact for future disaster events. Innovative solutions that work to achieve these goals are encouraged and will be given adequate consideration during the application process.

Comment Received: A comprehensive disaster response plan must use social media effectively combating misinformation with timely, accurate, and available information.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: The ‘Impacts’ section does not discuss the systematic failure of floating roof tanks during Hurricane Harvey. The Texas General Land Office should determine whether the state’s frustration of purpose of EPCRA increases the risk of exposure to hazardous materials after a disaster.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.

Comment Received: The Action Plan fails to properly value solar energy and only mentions solar panels as being vulnerable to hail storms.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop.



Comment Received: The Texas General Land Office should consider adding another application requirement for proposals to state how projects will contribute to HUD's LMI goals. The Texas General Land Office should consider funding an effort to update statewide floodplain maps.

Staff Response: The Texas General Land Office recognizes these comments and will give each of the eleven points presented adequate consideration as CDBG-MIT programs and policies progress.

Comment Received: Our subdivision needs an emergency exit as all current exits flood during heavy rains and block residents from leaving. We request the state invest money to pave our roads and maintain and improve our ditches.

Staff Response: The Texas General Land Office recognizes this comment and will give its content adequate consideration as programs under the CDBG-MIT programs develop. The commenter is encouraged to remain locally active as this type of project may be eligible for funding under a CDBG-MIT program.

Comment Received: Our residents pay taxes to Montgomery County, but do not receive the benefit of those tax dollars. The county should adopt King's Colony's roads and ditches. A stormwater detention park is needed to help prevent flooding and provide open recreation space. We request CDBG-MIT funds be used to construct an emergency shelter in our community. We encourage a strong public participation process with Spanish translation provided.

Staff Response: The Texas General Land Office recognizes the content of this comment will give each point presented adequate consideration as CDBG-MIT programs and policies progress.

**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval requested from Brazos County Emergency Services District #3 for a 30-day extension to be no later than July 1, 2025 for submission of the annual financial audit report.

TO: Commissioners Court

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

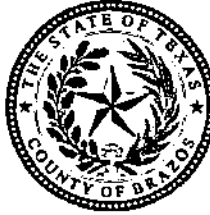
File Name

Description

Type

[BCESD 3 Audit Extension Request 2025 May.pdf](#) BCESD 3 Audit Extension Request 2025 May

Cover Memo



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 5/27/2025
ITEM: Approval requested from Brazos County Emergency Services District #3 for a 30-day extension to be no later than July 1, 2025 for submission of the annual financial audit report.
TO: Commissioners Court
DATE: 05/21/2025
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|--|--|-------------|
| BCESD_3_Audit_Extension_Request_2025_May.pdf | BCESD 3 Audit Extension Request 2025 May | Cover Memo |

APPROVED

 5/27/25

Duane Peters
County Judge

Date



BRAZOS COUNTY EMERGENCY SERVICES DISTRICT NO. 3

3708 East 29th Street #206

Bryan, TX 77802-3901

979-776-6430

contact@brazoscountyesd3.com

21 May 2025

Honorable Duane Peters
200 South Texas Ave., Suite 332
Bryan, Texas 77803

Subject: Request for Extension of Audit Deadline

Dear Judge Peters,

Emergency Services Districts are required to submit an annual financial audit report to the Commissioners Court by June 1st each year, per Texas Health and Safety Code, Title 9, Subchapter B, Chapter 775, Sec 775.082.

Due to our oversight, we are in jeopardy of missing that deadline and are respectfully requesting a 30-day extension to July 1, 2025.

The ESD has communicated with Mr. Joseph Ellis, Gibson Swedlund and Barfoot, LLC, and he has assured us that he should have the audit completed by the June 1st due date. Due to our late start, we are being conservative in asking for this extension, in the event any difficulties arise in completion of the audit.

We have added this requirement to our calendar to prevent future occurrences. Please feel free to reach out to me at the contact information below if you need any further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brady Drennan".

Brady Drennan
Brazos County Emergency Services District #3
bdrennan@brazoscountyesd3.org
979-429-4273

cc: Thomas Goehl, President, BCESD #3



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval requested from Human Resources to write off outstanding account receivables in the amount of \$744.16. This amount is believed to be uncollectible.

TO: Commissioners Court

DATE: 05/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Human Resources is requesting approval for the write-off of outstanding accounts receivable balances associated with former employees. A detailed list of individuals and their respective balances is attached, along with a history of communications and collection efforts undertaken to recover these amounts. Despite attempts to collect these debts, the outstanding balances remain uncollected. Consequences of non-approval would be further attempts to collect on the amounts from former employees, which we feel would be ineffective.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval requested from Human Resources to write off outstanding account receivables in the amount of \$744.16. This amount is believed to be uncollectible.

TO: Commissioners Court

DATE: 05/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

Human Resources is requesting approval for the write-off of outstanding accounts receivable balances associated with former employees. A detailed list of individuals and their respective balances is attached, along with a history of communications and collection efforts undertaken to recover these amounts. Despite attempts to collect these debts, the outstanding balances remain uncollected. Consequences of non-approval would be further attempts to collect on the amounts from former employees, which we feel would be ineffective.

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|---|--|--------------------|
| Request_to_Write_Off_Outstanding_AR_-_Flores__Shaw_-_05.27.25.pdf | Request to Write Off Outstanding AR Memo | Cover Memo |
| Outstanding_AR_-_Flores__Melanie.pdf | Outstanding AR - Flores, Melanie | Backup Material |
| Outstanding_AR_-_Shaw__Tyler.pdf | Outstanding AR - Shaw, Tyler | Backup Material |

APPROVED

 5/27/25

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval of the following job description:
• a. Fair Administration - B0843 - Assistant Manager

TO: Commissioners Court

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Human Resources is requesting the approval of the following Job Description(s). The Job Description(s) have been reviewed and verified to meet the Job Description requirements. Consequence of non-approval could hinder the employee and/or department.

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|--|---|--------------------|
| Fair Administration - B0843 - Assistant Manager.docx | Fair Administration - B0843 - Assistant Manager | Backup Material |



Brazos County
Job Description
Last Updated: May 2025

Template Revision 1.2 08/15/2012

| | | | |
|-----------------------|------------|-----------------------|---|
| Class Number: | B0843 | Title: | Assistant Manager, Brazos Valley Fair & Expo |
| Pay Group: | 22 | Department: | Fair Administration |
| FLSA Status: | Exempt | Reports To: | Manager, BV Fair & Exposition General Manager, Exposition Complex and Brazos Valley Fair & Exposition |
| Approved Date: | 05/27/2025 | EEOC Category: | Administrative |

General Summary:

The Brazos Valley Fair & Rodeo is seeking a dedicated and experienced Assistant Manager to support the planning, organization, and execution of all competitive events, including but not limited to livestock shows, rodeo competitions, agricultural contests, and other fair-related activities. This leadership role works closely with the Manager, staff, and volunteers to ensure efficient operations and successful event outcomes. The Assistant Manager will take an active role in managing timelines and logistics along with contributing to the strategic direction of the organization. Strong management skills, attention to detail, and a passion for agricultural and community events are essential to advancing the Fair's mission and long-term goals.

Essential Duties:

Event & Program Coordination

- Assist in organizing and managing the annual Brazos Valley Fair & Rodeo, including all logistics and planning efforts.
- Lead competitive events such as livestock shows, creative arts contests, and daily competitions—overseeing rulebooks, entries, communication with exhibitors, awards, scholarships, and on-site logistics.
- Support selected events hosted at the Brazos County Expo Complex as needed.

Volunteer & Intern Management

- Help recruit, train, supervise, and evaluate volunteers, with a strong emphasis on retention and engagement.
- Manage intern scheduling, onboarding, training, and mentorship throughout their program participation.

Scholarship Program

- Coordinate all aspects of the scholarship program, including application processes, committee management, recipient selection, awards coordination, and presentation planning.

Marketing & Communications

- Maintain and update the Fair's website, ensuring content is timely, accurate, and informative for attendees, participants, volunteers, and sponsors.
- Assist in managing all social media platforms with creative, engaging content that enhances brand awareness and community engagement.

Sponsorship & Partner Relations

- Assist in identifying, acquiring, and retaining sponsorships.
- Support sponsor relationship management, including benefit fulfillment and event presence coordination to ensure positive, long-term partnerships.

Strategic Support & Innovation

- Help develop and implement policies, procedures, and goals to improve the Fair's operations and elevate its status as a leading regional event.
- Collaborate with the manager to prepare and monitor the annual budget.
- Generate and implement creative ideas to enhance the Fair's impact, efficiency, and recognition within the industry.

Community & Youth Engagement

- Partner with County Extension Agents and agricultural science teachers to promote agricultural education and career development opportunities for youth.
- Support outreach efforts that build community relationships and strengthen youth participation in Fair events.

Additional Duties

- Performs other tasks and responsibilities assigned to further support the success of the Brazos Valley Fair & Rodeo as well as the Brazos County Expo Complex. Must be willing to work various hours as needed, including nights, weekends, holidays, etc.

APPROVED

Other Duties as assigned.

 5/27/25

Duane Peters
County Judge

Date

| | |
|--------------------|--|
| Supervision | |
| Received: | Manager, BV Fair & Exposition General Manager, Exposition Complex and Brazos Valley Fair & Exposition |
| Given: | Responsible for the supervision of all personnel and volunteers of the Brazos Valley Fair & Rodeo. |

| | |
|-------------------|--|
| Education | |
| Required: | A four-year university/college degree is required |
| Preferred: | Degree in related field and advanced degrees are preferred |

| | |
|-------------------|--|
| Experience | |
| Required: | |
| Preferred: | Experience with Microsoft, Adobe, ShoWorks, Showman App, and all social media platforms. |

| | |
|--|------|
| Certificates, Licenses, Registrations | |
| Required: | None |
| Preferred: | None |

| | |
|-------------------------|---|
| Physical Demands | |
| Typical: | The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or to feel; reach with hands and arms; bend and kneel; and talk and hear. The employee is frequently required to stand and walk. The employee must frequently lift and/or move objects weighing up to 50 pounds, such as equipment, supplies, and portable displays. Specific vision abilities required for this job include close vision, distance vision, and the ability to adjust focus. |

| | |
|---|---|
| Knowledge, Skills, & Abilities | |
| Typical: | Experience with the livestock/horse industry and specifically the livestock show industry is desired. The ability to handle interpersonal relationships as involved with working with volunteers in a professional and diligent manner is paramount to the success of this position. Knowledge of job-related information systems and technology is essential. Demonstrated history of leadership, negotiation skills, and communication skills with proven abilities in critical thinking/analysis, strategic planning, setting short/long term goals, budgeting and program evaluation are desired. |

| | |
|-------------------------|--|
| Work Environment | |
| Typical: | Deadline oriented project environment. Extensive walking, heavy telephone, computer, and interpersonal contact. Highly accurate, organizational skills required. Some travel will be required. Extended hours required during peak periods, special projects and during Fair & Rodeo time. |



**BRAZOS COUNTY
BRYAN, TEXAS**

| | |
|------------------------|--|
| DEPARTMENT: | NUMBER: |
| DATE OF COURT MEETING: | 5/27/2025 |
| ITEM: | Authorization for the County Judge to sign Extension of Tolling Agreement originally approved and executed in Commissioners Court on January 23, 2024. |
| TO: | Commissioners Court |
| DATE: | 05/22/2025 |
| FISCAL IMPACT: | False |
| BUDGETED: | False |
| DOLLAR AMOUNT: | \$0.00 |

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|--|---------------------------|--------------------|
| Tolling Agmt Extension v2 (FOR COUNTY SIGNATURE) (1148148.1).pdf | Tolling Agreement | Cover Memo |

EXTENSION OF TOLLING AGREEMENT

This Extension of Tolling Agreement ("**Extension Agreement**") is made by and between Brazos County, TX ("the County"), Collier Construction, LLC ("Collier"), TreanorHL, P.A. ("Treanor") and Campos Engineering, Inc. ("Campos"). The County, Collier, Treanor, and Campos are collectively referred to as the "**Parties**" and each a "**Party**." This Extension Agreement does not settle or compromise any claim or defense, but extends the current Tolling Agreement, which is attached and incorporated herein for all purposes as Exhibit A, ("**Tolling Agreement**") in order to permit the Parties to attempt to resolve their dispute prior to filing any type of litigation or arbitration. The intended purpose of this Extension Agreement is to revise and extend the duration of the Tolling Agreement, but not to otherwise revise any other terms of that agreement. Defined terms in the Tolling Agreement retain their definition in the Extension Agreement, unless stated otherwise.

1. **Extension of Tolling Agreement.** The Parties agree that the Tolling Period of the Tolling Agreement shall be extended such that the Expiration Date is now December 3, 2025.

2. **Termination Date.** This Extension Agreement will terminate automatically at 11:59 p.m., Central Time, on December 3, 2025, if the dispute has not been settled (the "**Termination Date**"), unless the Termination Date is otherwise extended by signed written mutual agreement of the Parties (in which event, such future mutually agreed upon date shall be the "**Termination Date**").

3. **Notice of Termination.** Any Party may terminate this Extension Agreement prospectively by sending a written Notice of Termination. A Notice of Termination shall be effective to terminate the Tolling Period thirty (30) calendar days after it is received in accordance with the notice provisions of the Tolling Agreement, as supplemented or revised by the Notice section below.

4. **Entire Agreement.** This Extension Agreement constitutes the entire agreement between the Parties with respect to the extension of the existing Tolling Agreement and any prior oral or written statements concerning such extension are merged herein for all purposes and shall be of no further force or effect. This Extension Agreement may only be extended or modified by a subsequent written agreement executed and signed by all Parties or by their authorized legal representatives.

5. **Notice.** Any written notification required or provided for under this Extension Agreement shall be sent by e-mail AND certified mail, return receipt requested, or courier-receipted delivery as follows:

NOTICE TO BRAZOS COUNTY:

Brazos County, Texas
Trevor Lansdown
200 South Texas Avenue, Suite 352
Bryan, TX 77803
Phone: 979-361-4586

with a copy to:

Amy Emerson, Esq.
Jack Byrom, Esq.
Allensworth
303 Colorado Street, Suite 2800
Austin, TX 78701
Email: aemerson@allensworthlaw.com
Email: jbyrom@allensworthlaw.com

NOTICE TO TREANORHL, P.A.:

TreanorHL
Andrew Pitts, Principal
1811 Baltimore Avenue
Kansas City, MO 64108
Phone: 816-221-0900

with a copy to:

Grant Gealy, Esq.
Mills Shirley LLP
Three Riverway, Suite 670
Houston, TX 77056
Email: ggealy@millsshirley.com

NOTICE TO CAMPOS ENGINEERING, INC.:

Campos Engineering, Inc.
Tony Casagrande
1331 River Bend Road
Dallas, TX
Phone: 214-696-6291

with a copy to:

Matthew B. Cano, Esq.
Benjamin, Vana, Martinez & Cano, LLP
3600 Bee Caves Road, Suite 201
Austin, TX 78746
Email: mcano@benlawsa.com

NOTICE TO COLLIER CONSTRUCTION, LLC:

Collier Construction,
LLC Matt Collier
1601 Hwy 290 West
Brenham, TX 77833
Phone: 979-836-4477

with a copy to:

Allison J. Snyder, Esq.
Allison Snyder ADR LLC
12 Greenway Plaza, Suite 1100
Houston, TX 77046
Email: allison@asnyderadr.com

6. **Choice of Law and Attorneys' Fees.** This Extension Agreement is performable and enforceable in Brazos County, Texas and shall be governed, construed, and enforced under and in accordance with the laws of the State of Texas. The prevailing party of any lawsuit brought for breach of this Extension Agreement shall be entitled to recover attorneys' fees and costs, even if the damage award for such breach is limited to nominal damages.
7. **Warranty.** Each Party and signatory to this Extension Agreement represents and warrants that all necessary consent, approval, authorization, or order of any court, governmental authority, person, or entity required for the execution, delivery, and performance of this Extension Agreement has been obtained. Each Party to this Extension Agreement further represents and warrants that this Extension Agreement is valid, binding, and enforceable upon such Party.
8. **Successors and Assigns.** This Extension Agreement is and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that nothing contained herein shall create or be construed as creating any third-party beneficiary rights.
9. **Counterparts.** This Extension Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument of equal dignity, but all of which together shall constitute but one and the same instrument.

IN WITNESS THEREOF the Parties have each duly executed and delivered this Extension Agreement as of April 23, 2025 (the "Effective Date").

AGREED AS OF THE EFFECTIVE DATE:

--SIGNATURES ON THE FOLLOWING PAGE--

Date: _____

Brazos County, Texas

By: _____

Honorable Duane Peters
County Judge of Brazos County, Texas
200 South Texas Avenue, Suite 352
Bryan, TX 77803

Date: _____

TreanorHL, P.A.

By: _____

Andrew Pitts, Principal
1811 Baltimore Avenue
Kansas City, MO 64108

Date: _____

Campos Engineering, Inc.

By: _____

Tony Casagrande
1331 River Bend Road
Dallas, TX 75247

Date: _____

Collier Construction, LLC

By:  _____

Matt Collier
1601 Hwy 290 West
Brenham, TX 77833

Date: _____

Brazos County, Texas

By: _____

Honorable Duane Peters
County Judge of Brazos County, Texas
200 South Texas Avenue, Suite 352
Bryan, TX 77803

Date: _____

TreanorHL, P.A.

By: _____

Andrew Pitts, Principal
1811 Baltimore Avenue
Kansas City, MO 64108

Date: _____

Campos Engineering, Inc.

By: _____

Tony Casagrande
1331 River Bend Road
Dallas, TX 75247

Date: _____


Collier Construction, LLC

By: _____

Matt Collier
1601 Hwy 290 West
Brenham, TX 77833

Date: 5/27/25

Brazos County, Texas

By: 

Honorable Duane Peters
County Judge of Brazos County, Texas
200 South Texas Avenue, Suite 352
Bryan, TX 77803

Date: _____

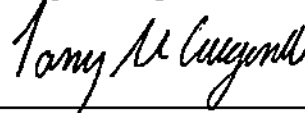
TreanorHL, P.A.

By: _____

Andrew Pitts, Principal
1811 Baltimore Avenue
Kansas City, MO 64108

Date: 5/19/2025

Campos Engineering, Inc.

By: 

Tony Casagrande
1331 River Bend Road
Dallas, TX 75247

Date: _____

Collier Construction, LLC

By: _____

Matt Collier
1601 Hwy 290 West
Brenham, TX 77833

EXHIBIT A

TOLLING AGREEMENT

This Tolling Agreement ("**Agreement**") is made as of December 1, 2023, (the "**Effective Date**") by and between Brazos County, TX ("the County"), Collier Construction, LLC ("Collier"), TreanorHL, P.A. ("Treanor") and Campos Engineering, Inc. ("Campos").

WHEREAS, the County contracted with Treanor to design the Brazos County Juvenile Justice Center (the "**Project**"); and

WHEREAS, Collier was the general contractor for the **Project**; and

WHEREAS, after substantial completion of the construction, certain issues have arisen and have been brought to the attention of Treanor, Campos and Collier relating to the design and construction of the **Project**; and

WHEREAS, on July 21, 2023, the County sent Collier and Treanor a formal notice indicating that the County contracted with TreanorHL, P.A. (Treanor) and Collier Construction, LLC (Collier) for the design and construction of the Juvenile Justice Center and that the County is experiencing ongoing issues including with the mechanical, electrical and plumbing (MEP) systems for the Center. (hereinafter referred to as the "**Design and Construction Issues**"); and

WHEREAS, Treanor, Campos and Collier have each previously performed and have agreed to continue performing work at the **Project** to address the **Design and Construction Issues** and are currently engaged in such work; and

WHEREAS, the County may have a claim and/or claims against one or more of the other parties to this **Agreement** regarding the various **Design And Construction Issues** at the **Project**; and

WHEREAS, Collier, Treanor and Campos may have a claim and/or claims against one or more of the other parties to this **Agreement** regarding the various **Design And Construction Issues** at the **Project**; and

WHEREAS, the County, Treanor, Campos and Collier have agreed to temporarily toll the date by which any party hereto may file suit against or assert any counterclaim or crossclaim or defense against any other party hereto;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and valuable consideration, the parties hereto do hereby covenant and agree as follows:

TOLLING AGREEMENT

1. As used herein, the following terms shall have the following meanings:

a. "Claims" shall mean any and all claims and causes of action, known or unknown, which are not barred by any statute of limitation or timing defense on the Effective Date of this Agreement, related to, or that in any way arising out of, in whole or in part, the **Design and Construction Issues**.

b. "Tolling Period" shall mean the period from and including the Effective Date of this Agreement until and including the Expiration Date (as hereinafter defined).

c. "Expiration Date" shall mean December 1, 2024.

d. "Contemplated Claims" shall mean any litigation or other proceedings commenced in which any party asserts claims against any other party arising out of or related to any **Design and Construction Issues**.

2. The parties hereby waive, covenant and agree not to assert against each other any Contemplated Claims and any statute of limitation or timing defense from the Effective Date of this Agreement through the Expiration Date. The parties further stipulate, covenant, and agree that the running of any statute of limitations, laches period, or any similar or other period of time in any way related to any statute of limitation, repose, or timing defense for claims which are not barred by any statute of limitation or timing defense on the Effective Date of this Agreement, shall be suspended and shall not run during the Tolling Period. Any Contemplated Claims filed by any party within thirty (30) days after termination or expiration as provided herein shall be deemed timely filed for claims which are not barred by any statute of limitation or timing defense on the Effective Date of this Agreement.

4. The parties may renew this Tolling Period by agreement as hereinafter provided. In the event that the parties agree to renew this Agreement, such agreement must be evidenced by a signed written notice of renewal to each party.

5. Written notice to Brazos County, Texas shall be given by a mail, courier, or telecopy confirmed by mail, to:

Brazos County, Texas
Trevor Lansdown
200 South Texas Avenue, Suite 352
Bryan, TX 77803
Phone: 979-361-4586

Written notice to TreanorHL, P.A. shall be given by mail, courier, or telecopy confirmed by mail to:

TreanorHL
Andrew Pitts, Principal
1811 Baltimore Avenue
Kansas City, MO 64108
Phone: 816-221-0900

Written notice to Campos shall be given by mail, courier, or telecopy confirmed by mail to:

Campos Engineering, Inc.
Tony Casagrande
1331 River Bend Road
Dallas, TX
Phone: 214-696-6291

Written notice to Collier Construction, LLC shall be given by mail, courier, or telecopy confirmed by mail to:

Collier Construction, LLC
Matt Collier
1601 Hwy 290 West
Brenham, TX 77833
Phone: 979-836-4477

6. Any party to this Agreement may change the address to which the above-described notice shall be sent by providing written notice sent by mail, courier, or telecopy confirmed by mail to all the above parties. The new address shall become effective ten (10) days after the date the written notice was delivered if sent via courier or the date the written notice is post-marked if sent via mail.

7. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their successors and assigns, and with respect to individuals, their personal representatives, heirs, legatees, and beneficiaries.

8. This Agreement contains the full and complete agreement of the parties hereto concerning the subject matter hereof, and it may not be altered or amended except in writing, executed by the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but also which together will constitute one and the same instrument.

9. The parties stipulate, agree and warrant: (i) that the terms, extent, and duration of the Agreement are reasonable, (ii) that they will not challenge or contest in any way the capacity or the authority of any party hereto to make the agreements, covenants, waivers, stipulations, and warranties herein set forth, and (iii) that the person executing the Agreement on their behalf has the necessary and appropriate authority and capacity to execute this Agreement and to make this Agreement fully binding upon and enforceable against the party for whom the person signs.

10. The parties hereto agree that this Agreement may not be modified, altered or changed except by a written agreement signed by the parties hereto. The parties acknowledge that this constitutes the entire agreement between them, superseding all prior written and oral agreements. If any provision of this Agreement is held to be invalid, the remaining provisions shall not be affected.

11. The parties acknowledge that they have carefully read this Agreement and understand all of its terms including the full and final release of claims set forth above. The parties further acknowledge that the individuals executing this Agreement are authorized and competent to bind the parties to the agreement, that they have voluntarily entered into this agreement, and that they have not relied upon any representation or statement, written or oral, not set forth in this Agreement.

12. This Agreement is performable and enforceable in Brazos County, Texas, and shall be governed by the laws of the State of Texas. If any action is brought by any party hereto

against any other party hereto, the prevailing party shall recover all of its attorney's fees and costs from the non-prevailing party.

13. This Agreement is binding upon the signatories to this Agreement, including, but not limited to, their successors and assigns. Execution by all the parties listed below is not required for this Agreement to be binding upon any single signatory. Signatories to this Agreement shall become bound on the date of their signature below.

14. Additionally, this Agreement is executed by the parties for settlement purposes only, is not an admission of liability by any party herein, and, pursuant to Texas Rule of Evidence 408, shall not be admissible in any lawsuit, trial or proceeding in any lawsuit, except for the limited purpose of memorializing the Tolling Period set forth herein, and shall not be inferred to create a contractual relationship relating to the design or construction of the Project when no such relationship previously existed.

IN WITNESS WHEREOF, the parties hereto evidence their agreement by their signature.

SIGNATURES ON FOLLOWING PAGE

Date: 1/23/24

Brazos County, Texas

By: 

Honorable Duane Peters
County Judge of Brazos County, Texas
200 South Texas Avenue, Suite 332
Bryan, TX 77803

Date: 1.16.24

TreanorHL

By: 

Andrew Pitts, Principal
1811 Baltimore Avenue
Kansas City, MO 64108

Date: 1/16/24

Campos Engineering, Inc

By: 

Tony Casagrande
1331 River Bend Road
Dallas, TX

Date: 1-17-24

Collier Construction, LLC

By: 

Matt Collier
1601 Hwy 290 West
Brenham, TX 77833



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval of the First Amendment to the Third Restatement of the Brazos Valley Wide Area Communications System (BVWACS) Interlocal Agreement (ILA), and approval of the First Amendment to the BVWACS Managing Entity ILA with the Brazos Valley Council of Governments. This will admit Robertson County as a member of the BVWACS Regional Radio System.

TO: Commissioners Court

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|--|--------------------------------------|--------------------|
| BVWACS Partnership Amendment - Robertson County 2025.pdf | Amendment to the Partnership ILA | Backup Material |
| BVWACS Managing Entity Amendment - Robertson County 2025.pdf | Amendment to the Managing Entity ILA | Backup Material |
| 2023 BVWACS Partnership ILA.pdf | 2023 Partnership ILA | Backup Material |
| 2023 BVWACS Managing Entity ILA.pdf | 2023 Managing Entity ILA | Backup Material |

**FIRST AMENDMENT TO THE THIRD RESTATEMENT
OF THE INTERLOCAL AGREEMENT FOR THE CONSTRUCTION, ACQUISITION,
IMPLEMENTATION, OPERATION AND MAINTENANCE OF THE BRAZOS
VALLEY WIDE AREA COMMUNICATIONS SYSTEM (BVWACS)**

STATE OF TEXAS

**§ COUNTIES OF BRAZOS,
§ WASHINGTON, GRIMES, MADISON,
§ BURLESON, AND ROBERTSON**

This First Amendment to the Third Restatement Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS) is entered into this 23rd day of April, 2025 and is effective as of October 1, 2025.

WHEREAS, the Brazos Valley Council of Governments and the Cities of Bryan, College Station and Brenham, and the Counties of Washington, Grimes, Madison, Burleson, and Brazos, and Texas A&M University entered into an interlocal agreement (the "Agreement") for the construction, acquisition, implementation, operation and maintenance of the Brazos Valley Wide Area Communications System (BVWACS); and

WHEREAS, Section 11 of the Agreement provides for the addition of new parties to the BVWACS system; and

WHEREAS, Section 6 of the Agreement provides for the amendment of the Agreement; and

WHEREAS, Robertson County wishes to become a BVWACS Party; and

WHEREAS, Robertson County agrees to abide by all Agreement covenants; and

WHEREAS, the existing BVWACS parties wish to amend the Interlocal Agreement to add Robertson County as a BVWACS party; and

WHEREAS, Robertson County , through a separate agreement, has secured a six (6) channel 700MHz RF site to be located in Franklin, TX; and

WHEREAS, Robertson County has agreed to absorb the cost of the tower lease fees for the BVWACS antenna system on the Franklin site under a separate agreement with the tower owner,

NOW, THEREFORE, the BVWACS Parties and Robertson County hereby agree as follows:

1. Unless expressly written herein, the terms of this Amendment shall follow the terms of the Agreement and will continue until September 30, 2028, as defined in Section 2 of the Agreement.
2. As the BVWACS Managing Entity, BVCOG will oversee the implementation of radio frequency infrastructure at a leased tower site in Franklin, TX to be integrated into the BVWACS System. This includes oversight of the installation of antenna hardware and other equipment necessary to commission and integrate the new site in to the BVWACS System.
3. Robertson County understands that costs associated with being a BVWACS Party are calculated every year, based on the number of subscriber devices they have in service on the BVWACS System versus the total Operating, Maintenance, and Capital Fund Budgets.
4. Robertson County agrees to absorb the costs associated with leasing space on the tower structure at the Franklin site, as determined in a separate agreement between Robertson County and the tower owner. Robertson County will be responsible for lease costs associated with two (2) 700MHz antennas, one (1) tower-top amplifier, microwave data equipment, and four (4) antenna cables, each at a height determined to be optimal to gain the maximum coverage available at the Franklin site.
5. Robertson County will receive subscriber devices, at no cost, from the BVCOG, at a quantity to be coordinated between Robertson County and the BVWACS System Manager based on availability, in an effort to lessen the initial Capital Expenditure burden on Robertson County. Robertson County agrees that they will receive the subscriber devices only, and Robertson County will be financially responsible for any costs associated with purchasing the necessary accessories to put the subscriber devices into service, including any batteries, antennas, microphones, charging devices, speakers, power cables, installation services, or any other ancillary costs.
6. In accordance with Section 4.B and 5.B of the Agreement, Robertson County shall appoint One (1) official to the BVWACS Governing Board, and One (1) primary and One (1) alternate representative to the BVWACS Operating Board.
7. The BVWACS Parties agree that, for testing and verification purposes, RF site infrastructure and subscriber units may become active prior to the effective date of this Amendment. The BVWACS Parties further agree that, should these units become active prior to the effective date of this Amendment, Robertson County shall not be billed for this testing, verification, and usage of the BVWACS System until the effective date of this Amendment.
8. In accordance with Section 22.D of the Agreement, Notices to Robertson County shall be directed to:

Robertson County
Attention: County Judge, with a copy to the County Attorney
102 W Decherd St
Franklin, TX 77856

9. The BVWACS Parties agree that the updated "Exhibit A" will replace the "Exhibit A" shown in the Third Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS)

IN WITNESS WHEREOF, this Amendment has been executed and delivered on behalf of the BVWACS Parties by their duly authorized representatives in one or more counterparts, which together shall constitute one Agreement.

BURLESON COUNTY

By: _____ Date _____
County Judge Keith Schroeder

CITY OF BRYAN, TEXAS

ATTEST:

Bobby Gutierrez, Mayor

Melissa Brunner, City Secretary

Date: _____

APPROVED AS TO FORM:

Thomas Leeper, City Attorney

CITY OF COLLEGE STATION

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
City Secretary

APPROVED:

By: _____ Date: _____
City Manager

By: _____ Date: _____
City Attorney

By: _____ Date: _____
Assistant City Manager/ CFO

CITY OF BRENHAM

By: _____ Date: _____
Mayor Atwood Kenjura

MADISON COUNTY

By: _____
County Judge Clark Osborne

Date _____

BRAZOS COUNTY

By: _____

Duane Peters, County Judge

Date: _____

5/27/25

ATTEST:

Karen McQueen, County Clerk

Date: _____

5/27/25

APPROVED:

Bruce L. Erratt, General Counsel

Date: _____

5/27/25

WASHINGTON COUNTY

By: _____
County Judge John Durrenberger

Date: _____

TEXAS A&M UNIVERSITY

By: _____
John Crawford, Vice President for Finance
& Chief Financial Officer

Date: _____

GRIMES COUNTY

By: _____
County Judge Joe Fauth

Date: _____

ROBERTSON COUNTY

By: _____
County Judge Joe Scarpinato

Date _____

**FIRST AMENDMENT TO THE THIRD RESTATEMENT OF THE INTERLOCAL
AGREEMENT FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF THE WIDE AREA COMMUNICATIONS SYSTEM**

BVWACS Architecture

Exhibit A

Each of the BVWACS parties will continue to contribute existing infrastructure, and real property currently owned or leased by the parties for the purpose set forth in the Agreement. The infrastructure and real property contributed by each of the parties at the execution of the Agreement is as follows:

City of College Station

Access to RF Site at 2700 Switch Station Rd in College Station TX

Access to RF Site at SH6 and FM40 (City Water Tower)

Access to Console Site 800 Krenek Tap Rd in College Station TX

Access to Console Site at 1601 Graham Rd in College Station TX

Network connectivity for the following RF and Console Sites to the RNI

College Station RF Sites

College Station Console Sites

City of Bryan

Access to secure 3rd floor equipment space at 101 Regent Street for RF and Console Site

Network connectivity for the following RF and Console Sites to the RNI

Millican RF Site

Verizon RF Site

Bryan Console Site

City of Bryan Fire Station #4

Brazos County

Access to RF Site at 21550 Kathy Fleming Rd in Millican TX

Access to RF Site at 8538 Deep Well Road in Brazos County, including tower lease

Texas A&M University

Access to RF Site at 570 Floriculture Rd in College Station TX

Access to Console Site at 1111 Research Pkwy in College Station TX

Access to Console Site at 311 Houston Street in College Station TX

Network connectivity for the following RF and Console Sites to the RNI

Hensel Park RF Site

TAMU Console Site

City of Brenham

Access to RF Site at 1802 Longwood Dr in Brenham TX

Network connectivity for the following RF and Console Sites to the RNI

Brenham RF Site

Brenham (Washington County) Console Site (Via City Network)

Washington County

Access to RF Site at 3610 FM 1697 in Burton TX

Access to RF Site at 7275 Lone Star Rd in Washington TX

Access to Console Site at 301 N Baylor St in Brenham TX

Grimes County

Access to RF Site at 382 FM 149 West in Anderson TX

Access to RF Site at the Bedias Wastewater Facility in Bedias TX

Access to RF Site at 9434 County Rd 420 in Navasota TX

Burleson County

Access to RF Site at 367 CR 103 in Caldwell TX

Madison County

Access to RF Site at 101 E. Collard St in Madisonville TX

Access to RF Site at 7442 Gin Rd in Midway TX

Robertson County

Access to RF Site at the Robertson County ESD Tower in Franklin TX

Texas Department of Public Safety (Information Only)

Under separate agreement, provide microwave link between the North Brazos RF site and the Texas DPS radio tower located in Bryan TX

Under separate agreement, provide microwave link between the Texas DPS radio tower located in Bryan TX and the City of Bryan Fire Station #4

BVCOG / BVWACS

Network connectivity for all BVWACS RF and Dispatch Sites to the RNI Master Sites

Burton RF Site microwave link to Brenham RF Site

Washington RF Site microwave link to Brenham RF Site

Anderson RF Site microwave link to Millican RF Site

Bedias RF Site microwave link to Walker West RF Site

Midway RF Site microwave link to Madisonville RF Site

Madisonville RF Site microwave link to Bedias RF Site

Caldwell RF Site microwave link to St Joseph Hospital Caldwell

Navasota RF Site microwave link to Millican RF Site and Washington RF Site

BVCOG Fiber link from St Joseph Hospital Caldwell to BVCOG CRS

BVCOG Fiber link from Bedias RF Site to BVCOG CRS

BVCOG Fiber link from BVCOG CRS to Brenham TX

Public Safety Interoperability Communications (PSIC) grant

The PSIC Grant provided the necessary equipment and racks (consisting of base radios, site controller and radio frequency distribution system), antennas and associated wiring located at each of seven sites, as well as operator consoles replacement/upgrade for the parties as shown below:

| Item/Site | Description |
|---------------------------------|--|
| Network Connectivity | Leased connectivity to connect all the sites together |
| Bryan /Brazos County Site | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |
| College Station Site | Includes 700/800 MHz Multicast Base equipment with racks (12 chls), Xmit & Rcv antennas and coax |
| College Station Console Sys | As shown in Table 2 below. - 6 operator positions |
| Bryan/Brazos county Console Sys | Convert existing system to P25 |
| Millican | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |
| Hensel Park Site | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |
| TAMU Console Equip | Convert existing system to P25 |
| LCRA - Site | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |
| Brenham Site | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |

| | |
|------------------------------------|---|
| Burton Site | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |
| Brenham Emerg Comms Console Sys | As shown in Table 2 below. - 4 operator positions |
| Management Reserve | Includes structural analysis of all towers and project reserves. |

PSIC-Provided Console equipment installed at College Station and the City of Brenham:

IP-based console system

Auxiliary I/O Server

Conventional Channel Gateway

Operator Position Equipment, PC, Mouse, Speakers, Microphone, Keyboard

Console Site Router

Site Controller

LAN Switch

IP Based logging system, archiving interface server, digital logging server, playback station

700/800MHz P25 Trunked backup stations

Multimode remote control

Antenna system

Lightning Protection

UPS backup power

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR MANAGING
ENTITY BY THE BVCOG FOR THE BRAZOS VALLEY WIDE AREA
COMMUNICATIONS SYSTEM (BVWACS)**

| | |
|-----------------------|---|
| STATE OF TEXAS | § COUNTIES OF BRAZOS, § WASHINGTON, GRIMES, MADISON, § ROBERTSON, AND BURLESON |
|-----------------------|---|

This First Amendment to the Interlocal Agreement for Managing Entity by the BVCOG for the Brazos Valley Wide Area Communications System (BVWACS) is entered into this 23rd day of April, 2025 and is effective as of October 1, 2025.

WHEREAS, the Brazos Valley Council of Governments and the Cities of Bryan, College Station and Brenham, and the Counties of Washington, Grimes, Madison, Burleson, and Brazos, and Texas A&M University (BVWACS Parties) entered into an interlocal agreement (the "Agreement") for Managing Entity by the BVCOG for the Brazos Valley Wide Area Communications System (BVWACS); and

WHEREAS, the BVWACS Parties added Robertson County to the Agreement on April 23rd, 2025; and

WHEREAS, Article 7 of the Agreement provides for Changes and Amendments of the Agreement; and

WHEREAS, Robertson County is a new BVWACS party subsequent to execution of the First Amendment to the Third Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS); and

WHEREAS, the BVWACS parties wish to amend this Agreement to add Robertson County; and

WHEREAS, Robertson County agrees to abide by all covenants outlined in the Agreement;

NOW, THEREFORE, the BVWACS parties hereby amend the Agreement as follows:

1. The Agreement is amended to include the Cities of Bryan, College Station and Brenham, and the Counties of Washington, Grimes, Brazos, Madison, Robertson and Burleson, and Texas A&M University.
2. Article 12 is amended to add the following:
County:
Robertson County
Attention: County Judge, with a copy to County Attorney
102 W Decherd St
Franklin, TX 77856

IN WITNESS WHEREOF, this Amendment has been executed and delivered on behalf of the BVWACS Parties by their duly authorized representatives in one or more counterparts, which together shall constitute one agreement.

MADISON COUNTY

By: _____
County Judge Clark Osborne

Date: _____

CITY OF BRYAN, TEXAS

ATTEST:

Bobby Gutierrez, Mayor

Melissa Brunner, City Secretary

Date: _____

APPROVED AS TO FORM:

Thomas Leeper, City Attorney

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Secretary

Date: _____

APPROVED:

By: _____
City Manager

Date: _____

By: _____
City Attorney

Date: _____

By: _____
Assistant City Manager/ CFO

Date: _____

CITY OF BRENHAM

By: _____
Mayor Atwood Kenjura

Date: _____

BRAZOS COUNTY

By: _____

Duane Peters, County Judge

Date: _____

5/27/25

ATTEST:

Karen McQueen, County Clerk

Date: _____

5/27/25

APPROVED:

Bruce L. Erratt, General Counsel

Date: _____

5/27/25

WASHINGTON COUNTY

By: _____
County Judge John Durrenberger

Date: _____

TEXAS A&M UNIVERSITY

By: _____
John Crawford, Vice President for Finance
& Chief Financial Officer

Date: _____

GRIMES COUNTY

By: _____
County Judge Joe Fauth

Date: _____

BRAZOS VALLEY COUNCIL OF GOVERNMENTS

By: _____
Michael Parks, Executive Director

Date: _____

BURLESON COUNTY

By: _____
County Judge Keith Schroeder

Date: _____

ROBERTSON COUNTY

By: _____
County Judge Joe Scarpinato

Date: _____

**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE BRAZOS VALLEY WIDE AREA COMMUNICATIONS SYSTEM (BVWACS)**

STATE OF TEXAS §
COUNTIES OF BRAZOS, WASHINGTON, MADISON, BURLESON, AND GRIMES §

This Agreement is by and among the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, Burleson County, Madison County, Grimes County, and Texas A & M University.

RECITALS

- A. The BVWACS Parties are combining their resources and desire to jointly operate and maintain the Brazos Valley Wide Area Communications System to improve the ability of public safety and public service radio communications internally and among themselves, and to allow direct access to, and exchange of data.
- B. The BVWACS Parties desire to continue to join their Wide Area Communications System with the regional communications system of Harris County, Texas, and to create a mechanism to effectively administrate this endeavor pursuant to a separate agreement with Harris County in a manner consistent with this Agreement.
- C. The BVWACS Parties desire to provide for the organizational structure and funding support for the construction, acquisition, implementation, operation and maintenance of the Wide Area Communications System.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants herein, the BVWACS Parties agree as follows:

1. Definitions.

- A. Annual Assessment means a BVWACS Party's proportionate share of the annual Capital Costs and Operating Costs for the upcoming fiscal year based on the approved BVWACS budget and determined by that BVWACS Party's participation percentage as described in Sections 9.B and 9.C of this Agreement.
- B. Brazos County means the corporate and political body of the state of Texas known as Brazos County.
- C. Brenham means the City of Brenham.
- D. Bryan means the City of Bryan.
- E. Burleson County means the corporate and political body of the state of Texas known as Burleson County.
- F. BVWACS Associates means those entities that are sponsored by a BVWACS Party that are eligible to use the licensed frequencies under FCC rules and regulations, that are using the BVWACS and that are not BVWACS Parties pursuant to the terms of this Agreement.
- G. BVWACS Managing Entity means the Brazos Valley Council of Governments contracted to supervise the performance of this Agreement or any other BVWACS Party or third party entity designated to perform this function pursuant to the terms of this Agreement and pursuant to Section 791.013 Texas Government Code.
- H. BVWACS Parties means the state political subdivisions that have entered into this Agreement for the construction, acquisition, implementation, operation and maintenance of the BVWACS, including Bryan, College Station, Brenham, Brazos County, Washington County, Burleson County, Madison County, Grimes County,

and Texas A & M University. Additional parties may be added from time to time pursuant to the terms of this Agreement.

- I. BVWACS Manager means the Employee of the Managing Entity unless designated by the Governing Board otherwise tasked to perform services for BVWACS as set forth in this Agreement.
- J. BVWACS Support Vendor means any of the one or more vendors selected to provide maintenance, repair, troubleshooting, and related services for the Brazos Valley Wide Area Communications System.
- K. BVWACS Value means the undivided interest of a BVWACS Party in the BVWACS Infrastructure, Improvements and real property.
- L. College Station means the City of College Station.
- M. Commencement Date means the date on which this Agreement has been duly approved by all BVWACS parties.
- N. Costs include Capital Costs and Operating Costs as defined below:
 - 1) Capital Costs means all costs incurred for the construction, acquisition and implementation of the BVWACS in accordance with the terms of this Agreement. Capital Costs includes expenditures for the construction, acquisition and implementation of any and all Improvements, Infrastructure, additions, replacements, upgrades and enhancements to the BVWACS; land acquisition costs, including appraisals, legal fees, surveys, and other costs associated thereto; the procurement of any hardware or software relating to the construction and implementation of any and all Improvements, Infrastructure, additions, replacements, upgrades and enhancements to the BVWACS; engineering studies, consulting reports, analysis, design and planning; auditing and compliance with accounting principles and the fiscal and legal expenses relating thereto, and any and all other costs and expenses relating to the foregoing. The BVWACS System Architecture is attached hereto and made a part hereof labeled Exhibit A. Notwithstanding any of the above, Capital Costs shall be processed in accordance with GASB 34 and GAAP Accounting Principles.

- 2) Operating Costs means all costs not specifically identified as Capital Costs and includes all fixed and variable costs and expenses incurred, directly or indirectly, in the operation and maintenance of the BVWACS consisting of, without limit, the direct purchase of goods and services, such as photographic supplies, developing and printing, educational materials, books, office supplies, postage, computer supplies, computer software, small tools and minor equipment, and minor computer hardware, office space or the value thereof; costs associated with contracts to supply goods and services, such as support contracts, rental of copy machines, vehicle maintenance and fuel costs, tower site and infrastructure insurance, building maintenance, computer hardware and software maintenance, printing and binding; personnel costs incurred by all entities for Employees approved in the Budget to support the BVWACS including, without limitation, wages, benefits, insurance, employment related taxes, employers' retirement contributions, phone allowances, pagers, education and seminar fees, travel for training, mileage reimbursement, and parking costs; and further including ongoing utility costs, security, and the normal, periodic maintenance, tuning, servicing, inspecting, parts replacement and repair and other similar activities that are intended to keep the BVWACS functioning efficiently and to maintain the useful life of the assets and reduce the probability of failures. The term includes all other items or expenses of a like or different nature reasonably required or desirable for the efficient maintenance and operation of the BVWACS in full compliance with all current and future regulatory requirements and the performance of the provisions of this Agreement; the provision of liability and other insurance in amounts and types determined necessary for the proper operation of BVWACS; assumption of legal liability of the BVWACS Parties to pay money to satisfy an arbitration award, administrative decision, settlement agreement, or court decision creating a judgment against one or more of the BVWACS Parties as a result of a third party claim arising out of or incident to the terms of this Agreement, including reasonable attorneys' fees and costs incurred in defending against same; and costs incurred in enforcing or defending the provisions of this Agreement,

including reasonable attorneys' fees. Notwithstanding any of the above, Operating Costs shall be processed in accordance with GASB 34 and GAAP Accounting Principles.

- O. Day unless otherwise described, means calendar day.
- P. Employees means the person(s) employed by one or more of the Parties or by the Managing Entity, devoted exclusively to the construction, acquisition, implementation, operation and maintenance of the BVWACS as set forth in this Agreement.
- Q. FCC means the Federal Communications Commission.
- R. Fiscal Year means the fiscal year agreed upon by the entities signing this Agreement. The Fiscal Year in effect as of the execution of this Agreement commences on October 1st of each year and ends the following September 30th.
- S. Grimes County means the corporate and political body of the State of Texas known as Grimes County.
- T. Madison County means the corporate and political body of the State of Texas known as Madison County.
- U. Improvements means any structure, facility, addition, replacement, upgrades and enhancements to the BVWACS including, without limitation, hardware, software, equipment and real property acquired for increasing functionality, range or capacity of the Wide Area Communications System.
- V. Infrastructure means collectively all Improvements, additions, replacements, upgrades and enhancements to real property or personalty, real property acquisition, and all system hardware and software procurement necessary for the normal operation of the BVWACS and excluding Subscriber Equipment. The twenty-one radio consoles implemented in the system initial phase are included as system infrastructure.
- W. Initial Phase means that first phase of Infrastructure and Improvements, including the Capital Costs relating thereto, for the Parties to utilize the BVWACS within the designated portions of the Service Area all as shown on Exhibit B. As proposed herein, the Initial Phase shall include radio voice communications but not data transmission.

- X. Quarterly Assessment means a BVWACS Party's proportionate share of the Capital Costs and Operating Costs that are projected to be incurred and the amount of money projected to be expended during the next fiscal quarter as presented in an itemized schedule prepared by the Managing Entity, with the proportionate share determined in accordance with the participation percentages of the BVWACS Party, in accordance with Sections 9.B. and 9.C.
- Y. Remaining Parties means those BVWACS Parties to this Agreement who remain committed to this Agreement if one or more BVWACS Parties withdraw from this Agreement or is terminated pursuant to the terms of this Agreement.
- Z. Service Area means that geographical area designed to serve the Parties for the BVWACS as same may, from time to time, be amended through approval by the Governing Board. A map of the Service Area is attached hereto as Exhibit B.
- AA. Standard Terms and Conditions means the terms and conditions listed in Exhibit C that must be included in all BVWACS Associate Interlocal Cooperation Agreements.
- BB. Subscriber Equipment means the portable radios, mobile radios, control station radios, radio consoles, excluding the original 21 radio consoles installed or made operational as part of the Initial Phase, and other equipment operated by BVWACS Parties and BVWACS Associates accessing BVWACS.
- CC. Terminated Party means a BVWACS Party who has received a notice of termination and whose participation in the BVWACS Agreement has been terminated for default, after it failed to cure the default in a timely manner.
- DD. Termination Date means twelve (12) months from the date of the notice of withdrawal when a BVWACS Party gives notice of its intention to withdraw from this Agreement and terminate its participation in BVWACS.
- EE. Washington County means the corporate and political body of the state of Texas known as Washington County.
- FF. Wide Area Communications System or BVWACS means the Regional Voice and Data Radio System serving the Brazos County, Grimes County and Washington County, Texas areas as shown on a Service Area map attached as Exhibit B as same may from time to time be amended as provided in this Agreement, implemented by

Parties for public safety and public service purposes in accordance with the terms herein and pursuant to applicable law for such type of public communications system.

GG. Withdrawing Party means a BVWACS Party who gives notice of its intention to withdraw from this Agreement and terminate its participation in BVWACS.

HH. RF Site means the equipment located within the equipment shelter at a given location, the radio tower or structure upon which antennas are mounted at a given location, and any miscellaneous hardware, equipment racks, or utilities necessary for the equipment at a given location to function in support of radio subscriber equipment users in the field.

II. Console site means the equipment located within a dispatch facility at a given location, including computer equipment, servers and server racks, console furniture, and any miscellaneous hardware or utilities necessary for that equipment to function in support of dispatch operations between telecommunicators and radio subscriber equipment users in the field.

JJ. RNI means Radio Network Infrastructure, or the data network which connects all RF and Console sites to the Master Sites in Conroe, TX and Tomball, TX.

2. Term of Agreement.

The term of this Agreement shall be effective when this Agreement has been duly approved by all BVWACS Parties (termed the Effective Date), subject to the BVWACS Parties' rights of termination in this Agreement. The term of this Agreement is from the Effective Date to September 30, 2028. Nothing in this Agreement will prevent the BVWACS Parties from entering into a separate Agreement with another group or entity providing similar radio services provided such Party continues to adhere to the terms and conditions of this Agreement.

3. Purpose.

The purpose of this Agreement is to establish an organizational and management structure for the construction, acquisition, implementation, ongoing administration, operation, and maintenance of the BVWACS by the Parties, including establishing a budget proposal process, a funding process, and the allocation of Costs associated with the construction,

acquisition, implementation, operation, maintenance, and Improvements to the Wide Area Communications System.

The BVWACS Parties have developed initial objectives, attached as Exhibit D, and evaluation factors, attached as Exhibit E.

4. Governing Board.

- A. Purpose. The Governing Board shall set policy for the BVWACS, direct and approve the operating policies and procedures of the Operating Board, adopt a draft budget annually, and carry out any and all other appropriate tasks necessary for the proper functioning of the BVWACS. The Governing Board may exercise such powers and duties as authorized under this Agreement.
- B. Composition. The Governing Board shall consist of one member from each of the BVWACS Parties. Governing Board Members should be public officials or senior executive level employees of their respective BVWACS Party. Governing Board Members may designate in writing an individual within their entity to act in their place. The governing body of a BVWACS Party may designate in writing a change in that BVWACS Party's Governing Board Member.
- C. Officers. The Governing Board shall elect a chair, vice-chair, and other officers annually. The BVWACS Managing Entity shall provide secretarial services and other administrative support services to the Governing Board.
- D. Meeting Requirements. The Governing Board shall meet annually or as-needed, but special meetings may be called by the request of one (1) or more Governing Board Members. These meetings shall be held in compliance with the Texas Open Meetings Act. These meetings shall be publicly posted 72 hours before the meeting by the Chair of the Governing Board. Meeting notices and meeting agenda shall be sent to members of the Governing Board at least 72 hours before the meeting.
- E. BVWACS Improvements. The Governing Board may develop agreements defining the roles and responsibilities of the BVWACS Parties for BVWACS Improvements at the time the BVWACS Improvements are approved by the BVWACS Parties. The funding for these BVWACS Improvements shall be included in these agreements. Unless otherwise

agreed by the BVWACS Parties in writing, funding for the cost of BVWACS Improvements that are constructed or acquired to benefit one (1) or more individual BVWACS Parties shall be paid only by the BVWACS Parties benefiting from such BVWACS Improvements.

- F. Quorum and Voting. No action may be taken by the Governing Board unless a quorum is present. A quorum shall consist of a majority of members. Unless expressly stipulated otherwise in this Agreement or unless required differently pursuant to applicable law, the affirmative vote of a majority of members is required for the Governing Board to adopt any resolution or take any action. Each member of the Governing Board shall have one vote.

5. Operating Board.

- A. Purpose. The management and technical operation of the BVWACS is overseen by an Operating Board which ensures that the policies set by the BVWACS Governing Board are carried out and which provides overall BVWACS advice as to the construction, acquisition, implementation, operation and maintenance of the BVWACS and provides advice to the BVWACS Managing Entity.
- B. Composition. The Operating Board consists of one member appointed by each of the BVWACS Parties. In addition, each BVWACS Party may designate in writing an alternate ("Alternate") to act in place of its appointed Operating Board member. Notice of a change in designated Board Members or Alternate by a BVWACS Party may be made by sending written notice of the newly designated Board Member(s) or Alternate to the Chair of the Operating Board, with a copy to the BVWACS Managing Entity. The composition of the Operating Board is shown in Exhibit F.
- C. Duties. The Operating Board shall meet quarterly or as-needed. The Operating Board shall examine the apportionment of BVWACS Capital Costs and Operating Costs among the BVWACS Parties and recommend any adjustments needed to the Governing Board. The Operating Board shall annually submit a draft Operating and Capital Program budget for presentation to the Governing Board by March 1 of each year unless directed otherwise by the Governing Board regarding funds needed to improve, operate, maintain, and use the BVWACS. The Operating Board shall review and recommend the operating policies and

procedures for the BVWACS, including policies related but not limited to system security, fleetmap management, capacity management, and interoperability with other radio systems and equipment. The Operating Board shall regularly review the evaluation factors for the BVWACS as described in Exhibit E of this Agreement and take needed actions to ensure reliable BVWACS performance. The BVWACS Managing Entity, together with the Operating Board, shall develop and recommend to the Governing Board BVWACS Improvements as needed to ensure optimal BVWACS functionality and performance. The Operating Board shall consider the impact of proposed BVWACS Associates and proposed new Parties to this Agreement on the capacity of the BVWACS and recommend approval or denial of requests to sponsor an entity as an Associate or to add an additional party to this Agreement. In addition, the Operating Board annually provides input to the Governing Board and to the BVWACS Managing Entity on the performance of the BVWACS Systems Manager.

- D. Terms. The term of each Board Member shall be determined by the appointing BVWACS Party. All Board Members serve at the pleasure of their appointing BVWACS Party.
- E. Attendance Requirements. Either a Board Member or Alternate shall attend all meetings. If a BVWACS Party has no representation at more than 25% of the meetings during any calendar year, the BVWACS Party shall appoint new Board Member(s) and new Alternate(s). Operating Board meetings are scheduled by the Operating Board Chair.
- F. Chair, Vice-Chair, and Secretary. The Operating Board Members elect the Chair, Vice-Chair, and Secretary in the first month of each Fiscal Year. The Chair is responsible for scheduling meetings and providing Operating Board members with meeting notices. One of the duties of the Secretary shall be to record and track attendance of Board Members and Alternates. The BVWACS Managing Entity provides or arranges staff support to make written minutes of each Operating Board meeting and provides other needed logistical support for the Operating Board.
- G. Procedures at Meeting. The Chair presides at the meetings and the Vice-Chair acts in the absence of the Chair. No action may be taken by the Operating Board unless a quorum of Board Members is present. A quorum shall consist of a majority of Board Members. The Chair shall provide the Board Members with at least 20 days' notice of proposed dates for regular meetings. Any Board Member may place items on the Operating Board's meeting

agenda by submitting the item to the Chair at least ten days before the next meeting. The Chair shall submit the agenda to the Board Members no later than seven days before the meeting. Each Board Member shall have one vote. The affirmative vote of more than 50 percent of all the members of the Operating Board is required to adopt any resolution or take any action. Voting by proxy or delegate is permitted.

- H. Actions of Operating Board. The Operating Board may not take any action that would violate any applicable statute, law, regulation, court order, ordinance, commissioners' court order, city charter provision, articles of incorporation or other governing document. If any such action is taken, it is null and void.
- I. Special Meetings. The BVWACS Managing Entity may call meetings upon 72 hours written notice to the Board Members to conduct regular business matters or to address budget related items, which may require action by the Parties' governing bodies to increase or decrease currently budgeted expenditures. The Chair or a majority of the Board Members may also call special meetings of the Operating Board. In the event of an emergency, the notice provision herein shall be suspended.

6. Amendments to Agreement.

Any BVWACS Party may propose an amendment to this Agreement to the Operating Board. The Operating Board considers the amendment and makes a recommendation to the Governing Board for consideration. The Governing Board shall review amendments to this Agreement and may recommend approval of the amendment to the governing bodies of the BVWACS Parties. An amendment to this Agreement shall be effective when approved by three fourths of the governing bodies of the BVWACS Parties. A BVWACS Party whose governing body does not approve an amendment to this Agreement adopted as provided above, may withdraw from participation in the BVWACS as described in Section 17 A. of this Agreement.

7. Construction, Acquisition and Implementation of BVWACS.

- A. Initial Phase. The Initial Phase of the BVWACS shall be comprised of current Infrastructure and Improvements owned by one or more of the Parties hereto plus additional Infrastructure and Improvements to be constructed or acquired. Exhibit A sets

out the Infrastructure, Improvements and real property currently owned by one or more of the Parties as well as the additional proposed BVWACS Infrastructure and BVWACS Improvements that will comprise the Initial Phase. The Parties agree that the Initial Phase of the BVWACS shall be as set forth in Exhibit A.

- B. Ownership and Permission. Ownership of Infrastructure and Improvements currently owned by the Parties shall remain the property of such Party. Permission for all BVWACS Parties, BVWACS Associates, the BVWACS Managing Entity and its respective agents and representatives to access and use such Infrastructure and Improvements as part of the BVWACS in accordance with this Agreement is herein granted. New BVWACS Improvements and BVWACS Infrastructure shall be owned as tenants in common among the Parties then in existence at the time funding was provided for such BVWACS Improvements or BVWACS Infrastructure.

8. Staffing and Operations.

- A. Designation of Managing Entity. The Governing Board shall designate one of the BVWACS Parties or a mutually agreed upon third party as the Managing Entity for the BVWACS.
- B. BVWACS Systems Manager. The Managing Entity is responsible for providing the BVWACS Systems Manager. This may be a full time Employee or, with the approval of the Governing Board, contracted third party devoted to managing the construction, acquisition, implementation, operation and maintenance of the BVWACS under the direction of the Managing Entity. The Operating Board will serve in an advisory capacity to the BVWACS Systems Manager on behalf of the Governing Board. The BVWACS Systems Manager shall be an Employee of the Managing Entity unless the Governing Board designates otherwise. As its Employee, the Managing Entity shall be responsible for the hiring, firing, performance review, training and education, provision of health and retirement benefits and all other costs associated with this position as well as costs associated with being an Employee of the Managing Entity, subject to reimbursement by the Parties through adoption of the annual BVWACS Budget which shall include the costs of all Employees. The Managing Entity shall obtain input from the Governing Board before

taking any formal action regarding performance, including annual reviews, with respect to such Employee.

C. Management Duties of the BVWACS Managing Entity. The BVWACS Managing Entity will manage the BVWACS on a day-to-day basis. Responsibilities include the following plus any other duties as determined by the Governing Board:

- 1) Management. Perform ongoing management of the construction, acquisition, implementation, operation and maintenance of the BVWACS;
- 2) Coordination with other radio systems. Serve as principal coordinator with other radio systems as determined by the Governing Board;
- 3) Minutes. Maintain minutes of the Governing Board and Operating Board meetings;
- 4) Recommendations. Make recommendations to the Operating Board regarding proper performance of the BVWACS under the terms of this Agreement;
- 5) Supervision. Supervise additional Employees as applicable;
- 6) Dispute Resolution. Assist in the administrative dispute process as set out elsewhere in this Agreement;
- 7) Agreement Copy. Maintain and make available at all reasonable times to the Operating Board and to the Governing Board a current copy of this Agreement, including any amendments and the most current version of all Exhibits together with copies of the most current versions of any subsequently developed operating procedures, policies or standards;
- 8) Financial Responsibilities. Reconcile the budget on a quarterly basis or as requested by the Governing Board. Prepare draft budget, coordinate purchasing, conduct inventories, assist with any audits and handle such other fiscal matters as may be directed by the Governing Board;
- 9) Reports. Provide such performance reports, projection reports and other reports regarding the technical, operational, fiscal and other aspects of the BVWACS as required by the Governing Board or Operating Board;

- 10) Record Keeping. Maintain and keep current all records, legal documents, contracts, manuals, warranties, etc. relating to the BVWACS and make same available for review by any of the Parties upon request;
- 11) Contract Administration. Administer all contracts for the construction, acquisition, implementation, operation and maintenance of the BVWACS;
- 12) Project Management. Oversee the management of all projects relating to the construction, acquisition and implementation of Infrastructure and Improvements to the BVWACS;
- 13) Standard Operating Procedures. Develop, distribute and keep current standard operating procedures for the BVWACS as directed by the Operating Board;
- 14) BVWACS Availability. Ensure operational and technical availability of the BVWACS features to the Parties and Associates in accordance with the goals and objectives set forth herein and that support interaction and communications with other public safety radio systems;
- 15) Grant Administration. Oversee the application, administration and financial management of grant funding programs available for the construction, acquisition, implementation, operation and maintenance of the BVWACS. This includes performing as a recipient or sub-recipient for the BVWACS Parties in relation to such grant programs.

D. Staffing. There may be such other Employees as may, from time to time, be budgeted and approved by the Governing Board. The BVWACS Parties through action of the Governing Board may elect to contract out some or all services relating to the construction, acquisition, implementation, operation and maintenance of the BVWACS. The initial number and types of Employees to be provided or funded by the BVWACS Parties are shown in Exhibit G. Notwithstanding anything herein to the contrary, personnel provided by one or more of the Parties to support the BVWACS are, and shall exclusively remain, employees of their respective entity, subject to all of the employment rules and personnel policies of that entity. The personnel costs necessary to support the BVWACS are included in each year's draft budget submitted to the Parties, subject to the provisions in Section 9. Budget and Section 18. Effect of Breach and Default.

- E. Operating Procedures. The BVWACS Managing Entity shall ensure that standard operating procedures are prepared to govern the day-to-day management and operation of the BVWACS and BVWACS staff (“Standard Operating Procedures”) as may be directed by the Governing Board, and shall submit such Standard Operating Procedures to the Operating Board for review and approval. Standard Operating Procedures shall be annually reviewed by the Operating Board and updated as needed. The BVWACS Managing Entity also monitors the implementation of and compliance with the Standard Operating Procedures. If there is any conflict between the Standard Operating Procedures and the employment rules and personnel policies of the entities, then the employment rules and personnel policies of the entities control as they impact that entities’ staff supporting the BVWACS. The Operating Board shall also oversee the development and implementation of corrective measures policies.
- F. Roles and Responsibilities. The BVWACS Parties shall use the BVWACS in a manner consistent with the Standard Operating Procedures, directives of the Governing Board and in compliance with applicable FCC rules and regulations. The BVWACS Parties shall follow the established Standard Operating Procedures and Governing Board directives regarding the programming and addition of Subscriber Equipment to the BVWACS. The BVWACS Parties are encouraged to utilize and improve the interoperation capabilities of the BVWACS. BVWACS Parties shall utilize the BVWACS Managing Entity as their primary point of contact for requests for BVWACS Improvements when dealing with problems, or to answer questions. BVWACS Parties shall work in good faith with the BVWACS Managing Entity to help resolve problems. Using Standard Operating Procedures or other directives from the Governing Board, BVWACS Parties shall have access to system reports including, but not limited to, system usage, utilization and performance. A BVWACS Party is financially responsible for any FCC penalties, fines or other financial encumbrance caused by the actions of that BVWACS Party and any BVWACS Associate sponsored by it.
- G. Capacity Management. The BVWACS Managing Entity may develop a policy for capacity management and submit the policy to the Operating Board for review and approval. This policy shall be reviewed annually by the Operating Board, and updated as needed to ensure

appropriateness and applicability with current BVWACS needs and industry standards and practices.

H. Withdrawal of Managing Entity. In the event the current entity ceases to be the BVWACS Managing Entity and the BVWACS Managing Entity is not a BVWACS Party subject to the provisions of Section 17.B herein, the Governing Board Members representing three-fourths of the BVWACS Parties shall appoint a replacement BVWACS Managing Entity. Within ten (10) days after receipt of notice of the identity of the replacement BVWACS Managing Entity, the current BVWACS Managing Entity shall:

- 1) Possession. Transfer control and possession of all BVWACS Infrastructure, BVWACS Improvements including BVWACS real property owned as tenants in common pursuant to this Agreement to the replacement BVWACS Managing Entity;
- 2) Conveyance of Real Property. Transfer any and all ownership rights it may have to real property acquired pursuant to the terms of this Agreement to the BVWACS Parties;
- 3) Evidence of Ownership. Provide evidence and documentation adequate to prove ownership of the BVWACS Infrastructure, BVWACS Improvements or real property, including, wherever applicable, transferring all rights, title and interests, including proprietary and intellectual property rights, to enable the replacement BVWACS Managing Entity to manage, upgrade, update, maintain, and operate or to sell, convey or otherwise dispose of the BVWACS Infrastructure, BVWACS Improvements or real property if or when the BVWACS Parties determine that this is appropriate; and
- 4) Operations and Legal Documents. Transfer the originals of all deeds, operations manuals, warranties, bills of sale, licenses, leases, titles and other legal documents related to BVWACS Infrastructure, BVWACS Improvements or BVWACS real property to the replacement BVWACS Managing Entity.

9. Budget.

A. Budget Adoption. The Governing Board shall annually approve a draft BVWACS Budget upon the approval of three-fourths of its members in accordance with the timeframes set forth herein and recommend approval of the Budget to the governing bodies of the BVWACS Parties, including approval to appropriate their proportionate share of the BVWACS Budget. All Operating Costs must be included in each annual BVWACS Budget as well as any Capital Costs. The Budget shall include any and all costs relating to employees in implementing and maintaining the BVWACS. If any BVWACS Party does not agree with the draft BVWACS Budget as presented, it must provide the Governing Board with a detailed explanation of its issues with the draft Budget within 30 days after receipt of it. Each member of the Governing Board shall consult with its governing body or appropriate budget review personnel before voting to approve any Budget.

B. Annual Operating Costs Budget. The annual Operating Costs shall be allocated among the BVWACS Parties. Participation percentages for contribution to the Operating Costs will be calculated on an annual basis according to the number of registered radio counts each BVWACS Party has on the BVWACS as a percentage of all units on the BVWACS. By January 31st of each calendar year, the BVWACS Manager shall provide a full detailed list of all radios registered in the BVWACS and its associated BVWACS Party. Allocation percentages shall be calculated based solely on each Party's total BVWACS registered radio counts, as maintained by the BVWACS Manager. The BVWACS Manager shall provide preliminary counts of all radios registered in the BVWACS and its associated BVWACS Party to each Party by December 31st of each calendar year. Parties can use the preliminary BVWACS system counts as an opportunity to reconcile and true-up BVWACS registered radio counts prior to the January 31st unit final count. Each year the BVWACS Managing Entity, following and abiding by its budgeting and accounting practices, shall prepare an annual Operating Costs budget ("Operating Budget") on a fiscal year basis and submit this budget to the Operating Board. The Operating Budget must provide for all Operating Costs. The Operating Board shall review and adjust, as needed, the Operating Budget and then submit its recommendation to the Governing Board. The Governing Board shall, no later than May 1st of each year, approve a draft budget and recommend approval of the

Operating Budget by each BVWACS Party and appropriation of their proportionate share of the Operating Budget in their next Fiscal Year's budget. If budgeted amounts exceed actual expenditures, the Governing Board by majority vote may move the unexpended balances into the BVWACS Capital Fund, or credit the unexpended balances against the budgeted expenditure amounts in the Operating Budget for the next Fiscal Year at each Parties then-current participation level, unless refunded to the Party at such Party's request. From time to time, participation percentages shall be re-evaluated upon request of a Party using the same procedure set forth herein of recommendation by the Operating Board and determination by the Governing Board as Infrastructure or Improvements are made to BVWACS, as use of the BVWACS changes, or when new information affecting BVWACS becomes available. A BVWACS Party may use its share of BVWACS capacity for its own purposes or may allocate a portion of that share through a BVWACS Associate Interlocal Cooperation Agreement.

- C. Annual Capital Costs Budget. A Capital Costs budget shall be prepared annually using the same process for adoption as the Annual Operating Costs Budget except that while the Capital Costs budget is prepared annually, the planning period for Capital Costs is five (5) years. Unless otherwise agreed by the BVWACS Parties, Capital Costs shall be shared according to the participation percentages described in Section 9.B.; provided, however, that the Capital Costs that are incurred to benefit only one or more individual BVWACS Parties shall be paid by the BVWACS Parties benefiting from such BVWACS Improvements and Infrastructure.
- D. Budgeted Expenditures. After the Budget has been approved and funded by the BVWACS Parties, the BVWACS Managing Entity is authorized to incur costs in accordance with the Budget. Any costs to be incurred in excess of the approved and funded Operating Costs or Capital Costs Budget amounts require additional budget approval and funding, or re-allocation of existing funds, by the BVWACS Governing Board. The BVWACS Governing Board may approve transfer of funds from the BVWACS Capital Fund to the Capital Budget to meet an urgent need that was not addressed during the Budget process. Such approval requires the vote of three-fourths of the members of the Governing Board.

- E. Other BVWACS Fees. Fees payable by BVWACS Associates are determined by the terms of their BVWACS Associate Interlocal Cooperation Agreement. Funds received by new Parties are determined in accordance with this Agreement.
- F. Funding Transfers to the Managing Entity. Once each BVWACS Party appropriates its portion of the BVWACS Budget in its annual budgetary process, the Managing Entity shall provide timely and accurate invoices to facilitate the transfer of funds by each BVWACS Party to the Managing Entity, and the Parties shall each comply with the following procedures to facilitate payment by the Managing Entity to the BVWACS vendors and contractors:
- 1) Quarterly Assessment. At least 60 days prior to the beginning of each Quarter of the Fiscal Year, the BVWACS Managing Entity shall give the Operating Board, for its review, an itemized schedule of the Capital Costs and Operating Costs that are projected to be incurred, and the amount of money projected to be expended, during the next quarter. At least 30 days prior to the beginning of each Quarter, the Managing Entity shall send each BVWACS Party an invoice for its Quarterly Assessment.
 - 2) Approval. Each BVWACS Party must approve or dispute its Quarterly Assessment and provide written notice of any dispute to the BVWACS Managing Entity within 15 business days after receipt of the invoice for the Quarterly Assessment. If a dispute concerning the Quarterly Assessment is not resolved by the time the BVWACS Party is required to remit payment, the matter shall be resolved in accordance with the procedures set forth in Section 21, Dispute Resolution.
 - 3) Payment Instructions. The Managing Entity must provide payment instructions to each BVWACS Party for the transfer of BVWACS Party funds to the Managing Entity.
 - 4) BVWACS Party Funds. Each BVWACS Party must pay its Quarterly Assessment to the Managing Entity no later than 60 calendar days after receipt of an invoice in accordance with the resolution of any dispute about the Quarterly Assessment.

- 5) BVWACS Fund. The Managing Entity shall establish a separate fund for BVWACS in its accounting records ("BVWACS Fund") that is dedicated to the administration of the BVWACS. All funds received from BVWACS Parties and other BVWACS revenues, including the capital fund and any interest earned, shall be credited to the BVWACS Fund. All BVWACS obligations shall be debited from the BVWACS Fund. The records for the BVWACS Fund shall be maintained in compliance with generally accepted accounting principles.
- 6) Accounting. The BVWACS Fund is managed by the Managing Entity in the same manner as the Managing Entity manages funds held in its depository accounts. Funds associated with the BVWACS, including accrued interest, shall be accounted for separately by the Managing Entity for the benefit of the BVWACS Parties, unless otherwise required by law or this Agreement.
- 7) Statements. The BVWACS Managing Entity is responsible for providing quarterly statements showing the credits to and debits from the BVWACS Fund, including any income earned, to each Party on or before the 20th day of the first month following the end of such quarter.
- 8) Payments. Subject to the availability of sufficient funds in the BVWACS Fund, the Managing Entity shall pay BVWACS contractors and vendors in compliance with the Texas Prompt Payment Act.
- 9) Reports. The BVWACS Managing Entity is responsible for providing each BVWACS Party with a quarterly written financial report on the Budget, including current BVWACS Cost projections for the succeeding quarter.

G. Funding. The BVWACS Parties specifically acknowledge that funding for each BVWACS Party's share of the BVWACS Operating Budget and Capital Costs Budget goes through that BVWACS Party's normal budgeting process; and upon approval by its governing body, is payable from current revenue available to each funding BVWACS Party. Purchase, operation and maintenance costs of Subscriber Equipment are the responsibility of each BVWACS Party.

- H. Failure to appropriate. The failure of a BVWACS Party to appropriate its proportionate share of the BVWACS Budget by the first day of the Fiscal Year for which the Operating Budget and Capital Costs Budget is applicable shall be a material default of such BVWACS Party under this Agreement, and the BVWACS Parties shall follow the procedures for termination of a BVWACS Party set out in this Agreement addressing the effect of breach and default.
- I. Partial Funding. If any BVWACS Party appropriates less than its proportionate share of Operating Budget and Capital Costs budget for any year, or if any BVWACS Party fails to pay its Quarterly Assessment, (herein called the "Underfunding Party") the other BVWACS Parties, acting through the Governing Board may take one or more of the following actions:
- 1) Suspension of Representation. Remove the Governing Board representation and voting rights for the Underfunding Party.
 - 2) Service Reduction. Reduce the BVWACS services being provided to the Underfunding Party.
 - 3) Notice of Underfunding. Send the Underfunding Party a notice stating the amount of underpayment, which is the difference in the Underfunding Party's Quarterly Assessment and the amount of funding provided by the Underfunding Party ("Deficiency"). Said Deficiency is an obligation of such Underfunding Party subject to the Prompt Payment Act. Each Underfunding Party agrees that its future right to participate in the BVWACS is dependent upon fully paying its Quarterly Assessments. The Underfunding Party must appropriate and pay the Deficiency and its entire Quarterly Assessment for the remainder of that Fiscal Year.
 - 4) Budget Revision. Amend the BVWACS Operating Budget and Capital Costs budget by reducing costs and/or increasing the amounts paid by the other BVWACS Parties.
 - 5) Termination of Participation. Terminate the Underfunding Party's participation in this Agreement by following the procedure for termination of a BVWACS Party, if the level of funding is deemed by the other BVWACS Parties to be substantially a failure to fund.

- 6) Asset Management. BVWACS Infrastructure shall be tracked in accordance with standard operating procedures approved by the Operating Board. These procedures must be consistent with generally accepted accounting principles for property held as tenants in common for one or more of the BVWACS Parties. If any BVWACS Infrastructure needs to be retired, the BVWACS Managing Entity will provide this information to the Operating Board for approval prior to removal. At a minimum, the BVWACS Managing Entity shall provide the asset serial number, asset ID tag (if any), location from which it is to be removed and description of the asset. The asset to be retired shall be disposed as directed by the Governing Board upon receiving the recommendation of the Operating Board. Any funds received from the disposal of the asset shall be credited as revenue in the BVWACS Fund and shown in the next BVWACS Capital budget. These funds are managed in accordance with the provisions of this Agreement.

With respect to Infrastructure, Improvements and real property owned by only one or some of the Parties and that is not listed as BVWACS Infrastructure, BVWACS Improvements, or BVWACS real property, right of access, license and use is herein granted by such Parties to all Parties and to the BVWACS Managing Entity as necessary for BVWACS purposes as determined by the Governing Board. With respect to future Infrastructure, Improvements and real property owned by only one or some of the Parties, such Parties agree that all rights of access, use or licenses required to make same a part of the BVWACS shall be granted. No Infrastructure, Improvement or real property owned by only one or some of the Parties may be conveyed to a third party, destroyed or otherwise removed from the BVWACS without giving at least 12 months advance notice. Failure to do so shall be considered a failure to perform substantially such Party or Parties' material obligations under this Agreement, and the provisions of Section 18. (Effect of Breach and Default) shall apply. The Governing Board may determine to file Certificates of Memorandums in the deed records of the county where an asset owned by one or more Parties is located notifying the public regarding BVWACS rights associated with such asset.

10. BVWACS Associates.

- A. Procedure for Becoming BVWACS Associate. To use the BVWACS, an entity must be either a BVWACS Party or BVWACS Associate unless special access is granted by three-fourths vote of the members of the Governing Board. Additionally, the Texas Department of Public Safety is hereby granted special access. To become a BVWACS Associate, a BVWACS Party must sponsor the entity. A BVWACS Party may only sponsor BVWACS Associates to the extent that it has a portion of its share of BVWACS capacity that is unused and therefore available to assign. A BVWACS Party may not sponsor any entity unless the entity is eligible to use the BVWACS licensed radio frequencies under FCC rules, regulations and practices. A BVWACS Party may sponsor one or more entities as BVWACS Associates. BVWACS Parties shall use the following procedure for sponsoring an entity:

- 1) Share of Capacity. Determine the extent of the BVWACS Party's share of the BVWACS capacity that is available for assignment to the entity based upon most recent participation level determined using the true-up provisions set forth in Section 9.B
- 2) Anticipated Usage. Determine the anticipated usage of the entity to be sponsored based on talk time if available, the number of radios used by the entity and other relevant information as determined by the Governing Board.
- 3) Compatibility. Determine the compatibility of the Subscriber Equipment used by the entity with the system and the impact of their inclusion in the system based on voice traffic, talk-group needs, and functionality.
- 4) Associate Agreement. Negotiate a BVWACS Associate Interlocal Cooperation Agreement with the prospective BVWACS Associate that includes the Standard Terms and Conditions as well as any other terms and conditions related to payment, term of agreement, nature of the services to be provided, curtailment of services or termination of the authority to continue use of the BVWACS for breach, withdrawal by the entity, and other matters that they desire as long as they are not contrary to or more

expansive than the Standard Terms and Conditions or the terms and conditions of this Agreement.

- 5) Report to Board. Present a report to the Operating Board that includes the anticipated usage of the entity, the number of radios or equipment used by the entity, the compatibility of the radios or equipment used by the entity with the system, the number of talkgroups needed and any other information relevant to whether the addition of the entity is likely to cause the BVWACS Party to exceed its share of the BVWACS capacity.
- 6) Board Approval of Draft Agreement. Present a draft copy of the proposed BVWACS Associate Interlocal Cooperation Agreement to the Operating Board so that it can verify that the agreement contains the Standard Terms and Conditions and is consistent with the terms and conditions of this Agreement.
- 7) Parties Approval of Associate Agreement. Obtain approval of the BVWACS Associate Interlocal Cooperation Agreement by the governing bodies of the sponsoring Party and the prospective BVWACS Associate to the agreement.

B. Operating Board Duties. The Operating Board shall review the report of the BVWACS Party asking to sponsor an entity as a BVWACS Associate and evaluate the following:

- 1) Impact on current and future BVWACS voice traffic capacity.
- 2) Impact on current and future BVWACS talkgroup capacity.
- 3) Impact on overall current and future BVWACS functionality.

The Operating Board shall review the proposed BVWACS Associate Interlocal Cooperation Agreement to be entered into by the BVWACS Party asking to sponsor an entity as a BVWACS Associate and determine whether it includes the Standard Terms and Conditions.

If the impact on these three aspects of the BVWACS capacity is not likely to result in that BVWACS Party's exceeding its share of the BVWACS capacity or to detrimentally affect the overall current and future functionality of the BVWACS, and the proposed BVWACS Associate Interlocal Cooperation Agreement includes the Standard Terms and Conditions,

the Operating Board may recommend approval of the request to sponsor the entity to the Governing Board.

- C. Association Interlocal Cooperation Agreements Approval. The Governing Board must approve all BVWACS Association Interlocal Cooperation Agreements before such prospective BVWACS Associate may access or use the BVWACS.
- D. Capacity for Sponsoring BVWACS Associates. Initially, a BVWACS Party's share of the capacity of the BVWACS is based on the participation percentages calculated as described in Section 9.B. Two years after system acceptance of the BVWACS or when adequate information is available, whichever occurs first, BVWACS capacity is based on the capacity management process recommended by the Operating Board and approved by the Governing Board. The share of capacity used may be adjusted as Infrastructure or Improvements are made to BVWACS. A BVWACS Party may use its share of BVWACS capacity for its own purposes or may allocate a portion of that share through a BVWACS Associate Interlocal Cooperation Agreement. In no event shall sponsoring a BVWACS Associate cause alteration to the Participation Table set forth in Exhibit A, if and as amended as described in Section 9.B.
- E. Financial Effect of Sponsoring BVWACS Associate. When a BVWACS Party authorizes another entity to use a portion of its share of BVWACS capacity, that BVWACS Party remains responsible for full payment of its entire cost share of the BVWACS.
- F. Sponsor's Control of BVWACS Associate's Access to BVWACS. If a BVWACS Party requests that the BVWACS System Manager disable all or part of the services available to a BVWACS Associate sponsored by that BVWACS Party, the BVWACS System Manager shall comply with these requests and disable the portion of the services available to a BVWACS Associate requested by the BVWACS Party as soon as practicable.
- G. Responsibility for Subscriber Equipment. BVWACS Associates are responsible for purchasing and providing their own Subscriber Equipment to be used on the BVWACS. The purchase of Subscriber Equipment shall be coordinated with the BVWACS Managing Entity.
- H. Additional Units. BVWACS Associates are not allowed to add units to the BVWACS without approval from their sponsoring BVWACS Party.

- I. Changes to Operations. Each BVWACS Party that has sponsored BVWACS Associates is responsible for informing the BVWACS Associates of changes in BVWACS Standard Operating Procedures.

11. New BVWACS Parties.

- A. New Parties to BVWACS. From time to time, entities may join the BVWACS as full Parties. Entities desiring to join the BVWACS as full Parties shall petition the current Parties for membership in accordance with the terms herein.
- B. Contents of Petition. An entity desiring to join BVWACS shall submit a petition. At a minimum, a petition to join BVWACS as a Party shall include the following:
 - 1) Area to be Served. A description of the area to be covered and a description of how the Service Area will be affected;
 - 2) Proposed Subscriber Equipment. The type of Subscriber Equipment proposed to use the BVWACS, including the approximate number of units to be added, talk groups and talk time;
 - 3) Infrastructure, Improvements, Funds and Real Property. A description of any Infrastructure, Improvements, funds or real property that will be made available to the BVWACS to offset costs associated with system expansion, and a description of how this will affect the BVWACS and the current Service Area; and
 - 4) Share of Capacity. Provide an estimate of the requested capacity desired, including the anticipated type and amount of usage based on talk time, talk group needs and other relevant factors as determined by the Governing Board.
- C. Procedure. The following procedure shall be followed when petitioning to become a Party.
 - 1) Submit Petition. An entity desiring to become a Party to the BVWACS shall petition the Governing Board through the BVWACS Managing Entity who will then review such petition for completeness as well as content. The BVWACS Managing Entity shall forward the petition to the Operating Board for recommendation by the Operating Board within 30 days from submission of such petition.

- 2) Operating Board. The Operating Board shall review the petition of the submitting entity and make its recommendation to the Governing Board within 60 days from the date of submission of such petition. The Operating Board shall evaluate the petition based upon the following:
 - a. Whether the addition of petitioner as a Party will have an adverse impact on the current and future needs of the existing Parties, on the Service Area and on BVWACS as a whole; and
 - b. Whether the addition of petitioner as a Party is consistent with the goals and objectives of BVWACS as set forth in this Agreement.
- 3) Governing Board. The petitioner may negotiate an amendment to this Agreement relating to its inclusion as a Party. The Governing Board will consider the request and the recommendation of the Operating Board within ninety (90) days from the date of submission of the petition and approve, deny or request additional information needed to consider the request. Adding a new Party to this Agreement shall be considered an amendment subject to the terms and conditions for approval of amendments set forth in Section 6 above. The Governing Board will also determine if the petitioner will be required to make a capital contribution towards construction or improvement to the system. Such contribution may be in the form of a reimbursement for prospective construction or improvements to the system.

D. Participation Level. A BVWACS Party's share of the capacity of the BVWACS is based on the participation percentages calculated as described in Section 9.B.. Addition of new Parties will require reevaluation and possible alteration of the participation percentages. The Operating Board will provide preliminary recommended participation percentages based on the new Party joining BVWACS at the time it reviews the petition. The Governing Board shall then review such recommendation and determine whether such participation percentages should be modified. Such determination must be approved by three-fourth of the members of the Governing Board.

E. Obligations of New BVWACS Parties. When a new BVWACS Party is authorized by the Governing Board, the participation percentages determined above will establish the Annual

Assessment for the new Party. Once the new Party is approved for membership, that Party assumes responsibility for its Annual Assessment and all other obligations as a Party to this Agreement. New BVWACS Parties are responsible for purchasing and providing their own Subscriber Equipment to be used on the BVWACS. The purchase of Subscriber Equipment shall be coordinated with the BVWACS Managing Entity.

12. Accounting Records.

The BVWACS Managing Entity maintains accounting records in accordance with generally accepted accounting standards applicable to governmental entities, including compliance with federal guidelines for spending federal funds or bond proceeds.

The BVWACS Managing Entity shall ensure that records pertaining to the BVWACS shall be kept in accordance with the records retention policy of the Managing Entity and in accordance with the Open Records Act. At any reasonable time, upon three (3) business days prior written notice, any BVWACS Party may inspect, copy, examine, and/or audit the BVWACS records, at that BVWACS Party's expense, at the office of the BVWACS Managing Entity, or any other mutually acceptable location.

13. Contracting Authority.

Except for real estate transactions, the BVWACS Parties hereby grant such BVWACS Managing Entity the authority to contract on behalf of the BVWACS Parties for acquisitions and services that have been approved in the annual BVWACS Budget or as otherwise approved by the Governing Board, so long as the contracted amount is within the budgeted amount and the payments are made from available funds, using the BVWACS Managing Entity's standard purchasing processes, unless expenditure of federal funds or bond proceeds requires use of additional procedures or guidelines. Procurements shall be made in accordance with the laws applicable to such entity. These contracts shall be administered by the BVWACS Managing Entity.

14. Federal Funds and Bond Funds.

If a BVWACS Party utilizes federal funds, grant funds, or bond funds to meet a portion of their financial commitment under this Agreement, the BVWACS Parties agree to conduct all procurements, maintain all records and otherwise conduct their activities in furtherance of this Agreement so as to comply with all applicable statutes, regulations, policies and grant contract provisions necessary to qualify the BVWACS expenditures contemplated for federal or grant program reimbursement and to avoid arbitrage penalties. Further, the BVWACS Parties agree to cooperate with each other in the application for and administration of federal funds, grant funds, or bond funds to maximize funding participation in the operation and maintenance of the BVWACS. By October 1 of each year each BVWACS Party using federal funds, grant funds, or bond funds to meet a portion of its annual financial commitment shall notify the BVWACS Managing Entity.

15. BVWACS Performance.

The Operating Board shall take such action as may be necessary for assuring that Subscriber Equipment configuration changes or additions do not adversely affect the performance of the BVWACS. The Operating Board may utilize the system assessment services of the BVWACS Support Vendor or other qualified contractor to determine the impact of adding Subscriber Equipment to the BVWACS. The Operating Board may develop policies involving the BVWACS Support Vendor that provide a review process prior to implementing any Subscriber Equipment system configuration changes requested or made by BVWACS Parties. BVWACS Parties shall not take any action that is known or ought to be known to affect the operation of the BVWACS adversely and shall reverse any action taken that affects the operation of the BVWACS adversely. BVWACS Parties shall not change the configuration of their program or template in a way that is known or ought to be known to affect the operation of the BVWACS adversely and shall reverse any change in the configuration of their program or template that affects the operation of the BVWACS adversely.

16. Dissolution of BVWACS.

- A. Dissolution of BVWACS. This Agreement may be voluntarily dissolved before the end of the term if three-fourths of the governing bodies of the BVWACS Parties agree in writing to provide for a dissolution date. The dissolution date shall not be less than twelve (12)

months after these BVWACS Parties have executed the agreement to dissolve the BVWACS unless all BVWACS Parties agree to an earlier dissolution date.

- B. Distribution of Assets. If the BVWACS is dissolved either by agreement or at the end of the final term, the assets of the BVWACS shall be equitably distributed among the BVWACS Parties. The BVWACS Parties shall agree on which BVWACS Party receives which assets in the distribution. An agreement for distribution of assets of the BVWACS shall be effective after approval by three-fourths of the governing bodies of the BVWACS Parties. The manner of distribution shall consider and be consistent with the following factors:

- 1) Participation Level. The BVWACS Party's share of the Capital Costs for Infrastructure and Improvements to the BVWACS and the BVWACS Party's participation level as stated in Exhibit A, if and as amended as described in Section 9.B.;
- 2) Asset Value. The value of the assets on the dissolution date;
- 3) Manner of Acquisition. The basis on which the asset was acquired, whether the asset
 - a. Was already owned by a Party;
 - b. Was acquired jointly by all BVWACS Parties or
 - c. Was acquired by only one or some of the BVWACS Parties;
- 4) Early Termination. Whether and, if so, when the BVWACS Party terminated its participation in BVWACS before the dissolution of the BVWACS; and
- 5) Utility of Asset. The usefulness of the asset to the BVWACS Party receiving it.

- C. The BVWACS Party to which an asset is distributed shall also be provided evidence and documentation adequate to prove ownership of that asset, including, wherever applicable, transfer of all rights, title and interests, including proprietary and intellectual property rights, to enable that BVWACS Party to upgrade, update, operate, and maintain it or to sell, convey or otherwise dispose of it and the originals of all operations manuals, warranties, bills of sale, licenses, leases, titles and other legal documents related to that asset.

17. Withdrawal of a BVWACS Party.

- A. Notice of Withdrawal. A BVWACS Party may withdraw from this Agreement and terminate its participation in BVWACS at any time by giving at least twelve (12) months prior written notice to the Remaining Parties. The Termination Date shall not be earlier than twelve months after notice is given unless three-fourths of the members of the Remaining Parties agree otherwise. The Withdrawing Party must continue to fund its Annual Assessment through the Termination Date, and if it does so, the Withdrawing Party may continue to participate in the BVWACS until its Termination Date. The portion of the Budget allocated to a Withdrawing Party after receipt of the notice of withdrawal may be reduced by the agreement of three-fourths of the members of the Remaining Parties.
- B. Withdrawal of Managing Entity. In the event the BVWACS Managing Entity is a party to this Agreement and such Party withdraws from the BVWACS, the Governing Board Members representing three-fourths of the members of the Remaining Parties shall appoint a replacement BVWACS Managing Entity. Within ten (10) days after receipt of notice of the identity of the replacement BVWACS Managing Entity, the Withdrawing BVWACS Party that is the BVWACS Managing Entity shall:
- 1) Possession. Transfer control and possession of all BVWACS Infrastructure, BVWACS Improvements including BVWACS real property owned as tenants in common pursuant to this Agreement to the replacement BVWACS Managing Entity.
 - 2) Conveyance of Real Property. Transfer any and all ownership rights it may have to real property acquired pursuant to the terms of this Agreement to the Remaining Parties.
 - 3) Evidence of Ownership. Provide evidence and documentation adequate to prove ownership of the BVWACS Infrastructure, BVWACS Improvements or real property, including, wherever applicable, transferring all rights, title and interests, including proprietary and intellectual property rights, to enable the replacement BVWACS Managing Entity to manage, upgrade, update, maintain, and operate or to sell, convey or otherwise dispose of the BVWACS Infrastructure, BVWACS Improvements or real property if or when the Remaining Parties determine that this is appropriate, and

- 4) Operations and Legal Documents. Transfer the originals of all deeds, operations manuals, warranties, bills of sale, licenses, leases, titles and other legal documents related to BVWACS Infrastructure, BVWACS Improvements or BVWACS real property to the replacement BVWACS Managing Entity.
- C. Disposition of BVWACS Value of Withdrawing Party. All right, title, and interest in and to the Withdrawing Party's BVWACS Value may be dealt with in one of two ways: 1) sale and assignment by Withdrawing Party; or 2) determination of valuation and disposition of Withdrawing Party's BVWACS Value by Remaining Parties. In either event, all rights of access, licenses and use to such Withdrawing Party's assets comprising a part of the BVWACS remain in place during the withdrawal process.
- 1) Sale and Assignment by Withdrawing Party. The Withdrawing Party shall offer its BVWACS Value to the Remaining Parties. If none of the Remaining Parties accept the offer within sixty (60) days after receipt of the offer, the Withdrawing Party may sell its BVWACS Value to one or more entities approved by all of the Remaining Parties if the entity or entities enter into an assignment of this Agreement from the Withdrawing Party and accept the duties and obligations of the Withdrawing Party under this Agreement as its or their own duties and obligations. The assignee, if other than a Remaining Party, shall also obtain the rights of the Withdrawing Party under the BVWACS Agreement, including one representative on the Governing Board and one representative on the Operating Board. After the assignment, the BVWACS Agreement shall be construed as if the assignee were listed in the definition of BVWACS Parties. If the Withdrawing Party has an offer to purchase its BVWACS Value from an entity but all of the Remaining Parties do not approve that entity as a reasonable replacement for the Withdrawing Party, the Remaining Parties shall compensate the Withdrawing Party for its BVWACS Value in proportion to their Annual Assessment of BVWACS and obtain a proportionate share of the Withdrawing Party's BVWACS Value.

- 2) Determination of Value by Remaining Parties. If the Withdrawing Party does not give the Remaining Parties notice that, it is exercising its rights under 17.C.1. at least six (6) months before the Termination Date, no later than the Termination Date the Remaining Parties must fairly determine what the Withdrawing Party's BVWACS Value is at the Termination Date. If the Withdrawing Party and the Remaining Parties are unable to agree on the BVWACS Value, an accounting shall be performed by a panel of three persons. The Remaining Parties shall select one person to represent them on the panel. The Withdrawing Party shall select another person to represent it on the panel. The two persons selected shall select a third person to complete the panel and the accounting. If an accounting is performed, it shall be the basis for determining BVWACS Value for the Withdrawing Party. One-half of the cost of this panel shall be borne by the Withdrawing Party and one-half of the cost of this panel shall be borne by the Remaining Parties.
- 3) Disposition by Remaining Parties. When the BVWACS Value is determined, the Remaining Parties shall determine how to disburse the ownership of the BVWACS Value of the Withdrawing Party. The Remaining Parties shall consider at least the following options:
- a. New Party. Find another entity to compensate the Withdrawing Party for its BVWACS Value, assume ownership of the Withdrawing Party's BVWACS Value and assume its obligations and rights under the BVWACS Agreement;
 - b. Share Value. Divide the Withdrawing Party's BVWACS Value proportionally among the Remaining Parties, compensate the Withdrawing Party for its BVWACS Value, and provide for a proportional increase in Annual Assessment;
 - c. Single or some of BVWACS Parties. Allow one or only some of the Remaining Parties to compensate the Withdrawing Party for its BVWACS Value, assume ownership of the Withdrawing Party's

BVWACS Value with a corresponding increase in Annual Assessment;
or

- d. Ownership without Use. Require the Withdrawing Party to retain ownership of its BVWACS Value but forfeit its use of the BVWACS and representation on the Governing Board and Operating Board unless and until the Withdrawing Party pays what its accrued share of the systems operations costs from the Termination Date to the end of the then current Budget Year would have been if it had not withdrawn.
- D. Exclusion of Withdrawing Party's Votes. The Withdrawing Party and its vote on the Governing Board shall be excluded in determining the votes needed for the Remaining Parties to make a decision about the disposition of the Withdrawing Party's BVWACS Value after the Termination Date.
- E. Disposition of BVWACS Value by Remaining Parties. If the Remaining Parties select the ownership alternative in 17.C.3.b, or 17.C.3.c the Remaining Parties shall provide for payment of the Withdrawing Party's BVWACS Value in the fiscal year following the fiscal year of the Termination Date.
- F. Effect of Disposition on Membership in Governing Board. If the Remaining Parties select the option in 17.C.2 or 17.C.3.3 and Withdrawing Party's BVWACS Value is divided among the Remaining Parties or assumed by one or only some of the Remaining Parties, the representation of these BVWACS Parties on the Governing Board shall not be increased.
- G. Depreciation of BVWACS Value. If the Withdrawing Party retains its BVWACS Value, the portion of the value that relates to depreciable assets shall be reduced annually on a declining balance method over the useable life of the asset as long as the depreciable assets that form part of the BVWACS Value are owned by one or more of the Remaining Parties. The portion of the BVWACS Value that relates to non-depreciable assets shall remain unchanged.

18. Effect of Breach and Default.

- A. Events of Breach. Breach results from any of the following:

- 1) Payment. A BVWACS Party's failure to appropriate or pay its Annual Assessment timely;
- 2) FCC Rules. Violation of FCC rules and regulations by a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;
- 3) Policies and Procedures. Individual or repeated violations of approved written policies and procedures by a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;
- 4) Inappropriate Use. Inappropriate use of the BVWACS by a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;
- 5) Penalty Payment. Failure to pay FCC penalties or fines resulting from the actions of a BVWACS Party or any BVWACS Associate with which it has entered into a BVWACS Associate Interlocal Cooperation Agreement;
- 6) Improper Disposition of Assets or Interest. Disposing of assets owned by only one or some of the Parties in contravention of the provisions of this Agreement, or failure to follow the required process set forth in this Agreement of divesting a Party's interest in a BVWACS Improvement, BVWACS Infrastructure or BVWACS real property;
- 7) Adverse Impact. Any other action or omission that has a material adverse impact on the operation and maintenance of BVWACS; or
- 8) Substantial Performance. Failure to perform substantially its material obligations other than failure to appropriate or timely pay its Annual Assessment.

B. Breach for Non-Payment. The decision to exercise rights granted by this subsection 18.B. shall be made by the Governing Board. If any BVWACS Party commits the breach described in 18.A.1, the Governing Board may determine to deliver a written notice of breach to the BVWACS Party that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. A breach described in 18.A.1 can only be cured by paying that Annual Assessment. If the breaching

BVWACS Party does not cure that breach within thirty (30) days of receiving the written notice of breach, the breaching BVWACS Party is in default and the Governing Board shall deliver a written notice of default to the BVWACS Party that specifies the following:

- 1) The nature of the default;
- 2) The date of the notice of breach;
- 3) The failure of the breaching BVWACS Party to cure timely; and
- 4) The BVWACS Party's interest in the BVWACS is terminated no later than 60 days from the date of the written notice of breach if the termination is approved by all of the BVWACS Remaining Parties unless the default is cured by the defaulting BVWACS Party paying that Annual Assessment within an additional thirty (30) days from the date of default as referenced in 18.A.1 above for a total of sixty (60) days from the date of default unless the Governing Board approves a longer timeframe.

- C. Suspension for Other Breaches. If any BVWACS Party commits a breach described in 18.A.2 through 18.A.8 or a breach described in 18.A.2 through 18.A.8 involving use of any radio or other equipment accessing the BVWACS under the authority of a BVWACS Party, the Governing Board may suspend the right of that BVWACS Party to use the BVWACS for that radio or equipment or for any other radio or equipment for a period of time adequate to cure the breach and determine whether additional remedies are needed.
- D. Notice of Breach, Default, and Termination For Other Breaches. The decision to exercise rights granted by this subsection 18.D. shall be made by the Governing Board. If any BVWACS Party commits a breach described in 18.A.2 through 18.A.8, the Governing Board may deliver a written notice of breach to the BVWACS Party that specifies the nature of the breach and indicates that unless the breach is cured within thirty (30) days, additional steps shall be taken. If the breaching BVWACS Party begins to cure the breach within the thirty (30) day period, the thirty (30) day cure period is extended as long as the breaching BVWACS Party continues to prosecute a cure diligently to completion and is making a good faith effort to cure the breach. If the breaching BVWACS Party does not cure the breach within thirty (30) days of receiving the written notice of breach or additional period as extended by diligent prosecution of a good faith effort to cure the

breach, the breaching BVWACS Party is in default and the Governing Board shall deliver a written notice of default to the BVWACS Party which specifies the following:

- 1) The nature of the default;
- 2) The date of the notice of breach;
- 3) The failure of the breaching BVWACS Party to cure timely; and
- 4) The BVWACS Party's interest in the BVWACS is terminated on the effective date stated in the notice if the termination is approved by all of the BVWACS Remaining Parties unless the default is cured within thirty (30) days of the notice of default.

E. Disposition of BVWACS Value. The Remaining Parties shall determine as to how the Terminated Party's BVWACS Value shall be disposed. The Remaining Parties have ninety (90) days after the date that termination is effective to determine the value and disposition of the Terminated Party's BVWACS Value. The Remaining Parties may seek an agreement with the Terminated Party about its BVWACS Value. If the Terminated Party and the Remaining Parties are unable to agree on the Terminated Party's BVWACS Value, they shall use the method for determination of value in section 17.C. as if the Terminated Party were a Withdrawing Party. When the BVWACS Value is determined, the Remaining Parties shall determine how the ownership of the BVWACS Values is to be disposed. The Remaining Parties shall consider at least the following ownership alternatives for the BVWACS Value of the Terminated Party:

- 1) New Party. Find another entity to compensate the Terminated Party for its BVWACS Value, assume the ownership of the Terminated Party's BVWACS Value, and assume its obligations and rights under the BVWACS Agreement;
- 2) Share Value. Divide the Terminated Party's BVWACS Value proportionally among the Remaining Parties so that the Remaining Parties can each compensate the Terminated Party for their share of the BVWACS Value and pay a proportional increase in Annual Assessment in the fiscal year following the fiscal year in which the default last occurred;
- 3) One or More BVWACS Parties. Allow one or more Remaining Parties to compensate the Terminated Party for its BVWACS Value and assume

ownership of the Terminated Party's BVWACS Value with a corresponding increase in Annual Assessment; or

- 4) Ownership without Use. Require the Terminated Party to retain the ownership of its BVWACS Value but forfeit its use of the BVWACS and representation on the Governing Board and Operating Board and annually reduce its BVWACS Value by twenty per cent (20%) of the original BVWACS Value so that the Terminated Party has no BVWACS Value remaining after five (5) years. The Terminated Party would transfer the reduction in value among the Remaining Parties each of such five (5) years proportionally based on the Remaining Parties' respective participation level during the year such distribution is made.
- F. Exclusion of Terminated Party's Votes. The Terminated Party and its vote on the Governing Board shall be excluded in determining the votes needed for the BVWACS Remaining Parties to make a decision about the disposition of the Terminated Party's BVWACS Value after the date that termination is effective.
- G. Effect of Termination on Representation on Governing Board. If the Terminated Party's BVWACS Value is divided among the Remaining Parties or assumed by only one or some of the Remaining Parties, the representation of these BVWACS Parties on the Governing Board shall not be increased.

19. Effect of Withdrawal or Termination on Remaining Parties.

Termination or withdrawal of a BVWACS Party has no effect on a Remaining Party's rights to participate in the BVWACS other than the specific rights and duties set out in this Agreement, and the continuing duty of all Remaining Parties to pay their Annual Assessment.

20. FCC Licenses.

Termination or withdrawal of any Party from the BVWACS shall include the surrender to the Remaining Parties any and all of that BVWACS Party's radio frequency licenses that were licensed for the purpose of implementing the BVWACS. The Remaining Parties shall determine whether to request reassignment of the license to another BVWACS Party or surrender these licenses to the Federal Communications Commission (FCC). The Remaining Parties are

responsible for complying with all rules and regulations of the FCC related to reassignment and surrender of these licenses. Notwithstanding the above, licenses held, managed and owned by only one or some of the Parties as the exclusive license of such Party or Parties at the time of termination or withdrawal are not subject to the provisions of this section.

21. Dispute Resolution Process.

- A. Cooperation. All BVWACS Parties are encouraged to work together to resolve all disputes prior to invoking the dispute resolution process set forth herein.
- B. Hearing by Operating Board. Any BVWACS Party that has an issue or dispute relating to the BVWACS may request a hearing before the Operating Board. The Operating Board shall hear such matter after requesting information regarding such dispute or issue from such BVWACS Party and from the BVWACS Managing Entity. The Operating Board shall then hold a hearing and render its decision in writing.
- C. Appeal to Governing Board. A BVWACS Party that is adversely affected by the Operating Board's decision may appeal such decision to the Governing Board, which may elect to hear the appeal or refer the matter to mediation.
- D. Withdrawal of Dispute. A dispute may be withdrawn at any time during the Dispute Resolution process.
- E. Timeframes:
 - 1) Initial Dispute Hearing. Any BVWACS Party may bring an issue or dispute to the Chair of the Operating Board. The Chair must schedule a meeting of the Operating Board within (15) fifteen business days of receipt of the notice and provide a written determination to the appropriate BVWACS Parties and to the BVWACS Managing Entity within (5) five business days after the hearing. Any appeal of the decision or recommendation of the Operating Board is to the Governing Board.
 - 2) Appeal to Governing Board. Any appeal from the decision of the Operating Board must be made by delivery of written notice of appeal to the BVWACS Managing Entity and Governing Board within (15) fifteen business days after receipt of the Operating Board's decision or recommendation. The Governing Board may meet to hear the appeal or

may elect to send the appeal to mediation. The Governing Board, assisted by the BVWACS Managing Entity, either schedules a hearing or sends the appeal to mediation within (25) twenty-five business days of receipt of the notice of the appeal. Any appeal from the Governing Board's recommendation is to a mediator as described below.

- 3) Mediation. If the Governing Board refers a dispute to mediation, the parties to the dispute shall select, within thirty (30) days, a mediator trained in mediation skills to assist with resolution of the dispute. The parties to the dispute agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) days after the Governing Board refers the dispute to mediation, the mediator shall be selected by mutual agreement. If that is not possible, by the Dispute Resolution Center of the Brazos Valley or a mutually agreeable mediation center. The parties agree to participate in mediation sessions in good faith for a period of up to thirty (30) days from the date of the first mediation session. Notice of the date, time, and location of the mediation shall be given to the BVWACS Managing Entity, which may attend. The parties to the dispute shall share the costs of mediation equally. If efforts to mediate the dispute are unsuccessful, the parties to the dispute shall then be free to exercise all available rights and remedies under this Agreement, or at law or in equity.
- 4) Application of Government Code, chapter 2260. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement, is not inconsistent with the process set forth above, and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used in disputes involving Texas A & M University that cannot be resolved in the ordinary course of business. The designated

officers of Texas A & M University, as applicable, shall examine the claim and any counterclaim and negotiate with the claimant in an effort to resolve such claims. The BVWACS Parties specifically agree that

- a. Neither the execution of this Agreement by Texas A & M University nor any other conduct, action or inaction of any representative of Texas A & M University relating to this Agreement constitutes or is intended to constitute a waiver of Texas A & M University's or the state's sovereign immunity to suit; and
- b. Texas A & M University has not waived its right to seek redress in the courts.

22. Miscellaneous.

- A. Interlocal Agreement. This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each BVWACS Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each BVWACS Party agrees that the compensation to be made to the other BVWACS Parties as set forth in this Agreement is in an amount intended to fairly compensate each performing BVWACS Party for the services or functions it provides hereunder, and is made from current revenues available to the paying BVWACS Party. Where applicable, this Interlocal Agreement shall be administered in accordance with the laws applicable to a home-rule municipality.
- B. Immunity as a Defense. No BVWACS Party has agreed to waive any defense, right, immunity, or other protection under law including any statutory provision, by entering into this Agreement or otherwise participating in the BVWACS.
- C. Retention of Defenses. The Parties agree that neither this Agreement nor the operation or use of the BVWACS by the BVWACS Parties affect, impair, or limit their respective

immunities and limitations of liability to the claims of third parties, including claims predicated on premises defects.

- D. Notices. Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such BVWACS Party at the following respective addresses:

City:

City of Bryan
Attention: City Manager, with a copy to the City Attorney
P. O. Box 1000
Bryan, TX 77805

City:

City of College Station
Attention: City Manager, with a copy to the City Attorney
PO Box 9960
College Station, TX 77842

City:

City of Brenham
Attention: City Manager, with a copy to the City Attorney
200 West Vulcan Street
PO Box 1059
Brenham, TX 77834

County:

Brazos County
Attention: County Judge, with a copy to County Attorney
200 S. Texas Avenue
Suite 332
Bryan, TX 77803

County:

Burleson County
Attention: County Judge, with a copy to County Attorney
100 W. Buck #306
Caldwell TX 77836

County:

Madison County
Attention: County Judge, with a copy to County Attorney

103 West Trinity, Suite 113
Madisonville TX 77864

County:

Washington County
Attention: County Judge, with a copy to County Attorney
100 East Main Street
Suite 104
Brenham, TX 77833

County:

Grimes County
Attention: County Judge, with a copy to County Attorney
100 Main Street
Anderson, TX 77830

Texas A & M University:

Texas A & M University
Attention: Vice President and Associate Provost
For Information Technology and Chief Information Officer
1365 TAMU
College Station, TX 77843-1365

All notices so given are deemed given on the date so delivered or so deposited in the US Mail. All BVWACS Parties may change their address by sending written notice of such change to the other Parties in the manner provided for above.

- E. Assignment. This Agreement being based upon the special qualifications of each BVWACS Party, any assignment or other transfer of this Agreement or any part hereof without the express consent in writing of the other Parties is void and has no effect, which consent shall not be unreasonably withheld.
- F. Entire Agreement. The entire agreement among the BVWACS Parties is contained herein and no change in or modification, termination, or discharge of this Agreement in any form whatsoever is valid or enforceable unless it is in writing and signed by duly authorized representatives of all Parties.
- G. Prior Agreements. This Agreement supersedes any and all prior agreements regarding this subject that may have previously been made. The subject of this Agreement is the construction, acquisition, implementation, operation and maintenance of the BVWACS.

- H. Severability. If any term or provision of this Agreement is, to any extent, rendered invalid or unenforceable, the remainder of this Agreement is not affected, and each other term and provision of this Agreement remains valid and enforceable to the fullest extent permitted by law.
- I. Non-waiver. Failure of a BVWACS Party to exercise any right or remedy for a breach or default of any other BVWACS Party does not waive such right or remedy for that breach or default or in the event of a subsequent breach or default.
- J. Authority of Signatories. Each BVWACS Party represents to all the other BVWACS Parties that the representative signing this Agreement on any BVWACS Party's behalf has been duly authorized by the governing body of that BVWACS Party in compliance with Texas law.
- K. Further Assurances. Each BVWACS Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.
- L. Exhibits. The Exhibits, which are attached hereto and described below, are incorporated herein and made a part hereof for all purposes.
- M. Counterparts and Multiple Originals. This Agreement is effective as of the Effective Date set forth in this Agreement. This Agreement may be executed simultaneously in one or several counterparts, each of which is deemed to be an original and all of which together constitute one and the same instrument. The terms of this Agreement become binding upon each BVWACS Party from and after the time that it is executed by all BVWACS Parties. The counterparts may be signed in multiple originals to allow each BVWACS Party to have an originally signed counterpart for each BVWACS Party. The Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the Parties.

Exhibit List:

Exhibit A – BVWACS Architecture

Exhibit B – Service Area map

Exhibit C – BVWACS Associate Standard Terms and Conditions

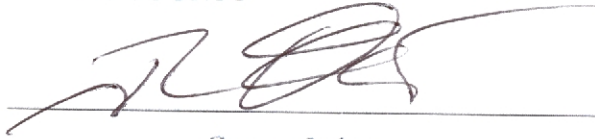
Exhibit D – Goals and Objectives

Exhibit E – Monthly, Quarterly, and Annual Evaluation Factors

Exhibit F – Governance, Operation, and Maintenance Flow Chart and Distribution
of Board Membership

Exhibit G –Staffing for BVWACS Program

GRIMES COUNTY



County Judge

Date: 11-15-2022

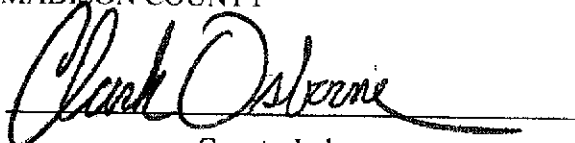
BURLESON COUNTY

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County Judge

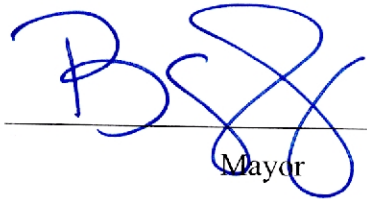
Date: 11/13/2023

MADISON COUNTY


County Judge

Date: September 27, 2023

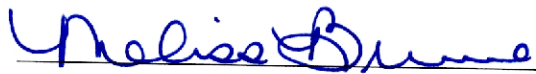
CITY OF BRYAN



Mayor

Date: 10/11/2023

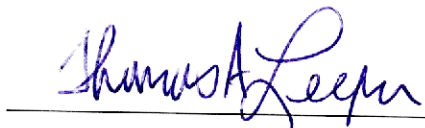
ATTEST:



City Secretary

Date: 10-11-2023

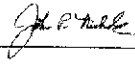
APPROVED AS TO FORM:



City Attorney

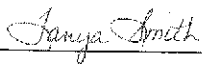
Date: 10/11/2023

CITY OF COLLEGE STATION


Mayor

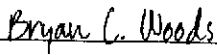
Date: 2/8/2024

ATTEST:

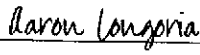

City Secretary

Date: 2/9/2024

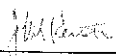
APPROVED:


City Manager

Date: 2/8/2024


City Attorney

Date: 2/5/2024


Assistant City Manager / CFO

Date: 2/4/2024

CITY OF BRENHAM

Alan C. Kenyon
Mayor

Date: 10/24/2023

ATTEST:



Jeanne Bellinger
City Secretary

Date: 10/24/2023

APPROVED AS TO FORM:

Cary Boney
City Attorney

Date: 10/19/2023

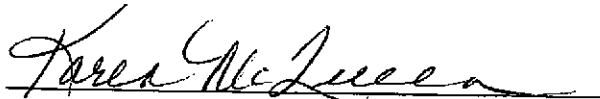
BRAZOS COUNTY COMMISSIONERS COURT



County Judge

Date: 9/26/23

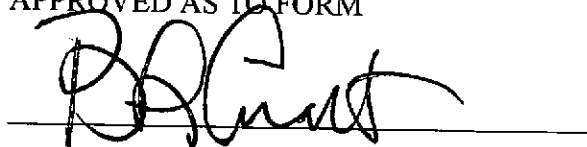
ATTEST



County Clerk

Date: 9/26/23

APPROVED AS TO FORM



~~Assistant County Attorney~~
GENERAL COUNSEL

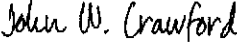
Date: 9/26/23

WASHINGTON COUNTY

John D. Summerberger
County Judge

Date: 10/3/2027

TEXAS A & M UNIVERSITY

DocuSigned by:

DBAD0A8A3B00445
John W. Crawford

Date: 1/5/2024 | 10:27:44 CST

Executive Vice President and
Chief Financial Officer

**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM
BVWACS Architecture**

Exhibit A

Each of the BVWACS parties will continue to contribute existing infrastructure, and real property currently owned or leased by the parties for the purpose set forth in the Agreement. The infrastructure and real property contributed by each of the parties at the execution of the Agreement is as follows:

City of College Station

Access to RF Site at 2700 Switch Station Rd in College Station TX

Access to Console Site 800 Krenk Tap Rd in College Station TX

Access to Console Site at 1601 Graham Rd in College Station TX

Network connectivity for the following RF and Console Sites to the RNI

College Station RF Site

College Station Console Site

City of Bryan

Access to secure 3rd floor equipment space at 101 Regent Street for RF and Console Site

Network connectivity for the following RF and Console Sites to the RNI

Millican RF Site

Verizon RF Site

Bryan Console Site

City of Bryan Fire Station #4

Brazos County

Access to RF Site at 21550 Kathy Fleming Rd in Millican TX

Access to RF Site at 8538 Deep Well Road in Brazos County, including tower lease

Texas A&M University

Access to RF Site at 570 Floriculture Rd in College Station TX

Access to Console Site at 1111 Research Pkwy in College Station TX

Access to Console Site at 311 Houston Street in College Station TX

Network connectivity for the following RF and Console Sites to the RNI

Hensel Park RF Site

TAMU Console Site

City of Brenham

Access to RF Site at 1802 Longwood Dr in Brenham TX

Network connectivity for the following RF and Console Sites to the RNI

Brenham RF Site

Brenham (Washington County) Console Site (Via City Network)

Washington County

Access to RF Site at 3610 FM 1697 in Burton TX

Access to RF Site at 7275 Lone Star Rd in Washington TX

Access to Console Site at 301 N Baylor St in Brenham TX

Grimes County

Access to RF Site at 382 FM 149 West in Anderson TX

Access to RF Site at the Bédias Wastewater Facility in Bédias TX

Burleson County

Access to RF Site at 367 CR 103 in Caldwell TX

Madison County

Access to RF Site at 101 E. Collard St in Madisonville TX

Access to RF Site at 7442 Gin Rd in Midway TX

Texas Department of Public Safety (Information Only)

Under separate agreement, provide microwave link between the North Brazos RF site and the Texas DPS radio tower located in Bryan TX

Under separate agreement, provide microwave link between the Texas DPS radio tower located in Bryan TX and the City of Bryan Fire Station #4

BVWACS

Network connectivity for all BVWACS RF and Dispatch Sites to the RNI Master Sites

Burton RF Site microwave link to Brenham RF Site

Washington RF Site microwave link to Brenham RF Site

Anderson RF Site microwave link to Millican RF Site

Bedias RF Site microwave link to Walker West RF Site

Midway RF Site microwave link to Madisonville RF Site

Madisonville RF Site microwave link to Bedias RF Site

Caldwell RF Site microwave link to St Joseph Hospital Caldwell

BVCOG Fiber link from St Joseph Hospital Caldwell to BVCOG CRS

BVCOG Fiber link from Bedias RF Site to BVCOG CRS

BVCOG Fiber link from BVCOG CRS to Brenham TX

Public Safety Interoperability Communications (PSIC) grant

The PSIC Grant provided the necessary equipment and racks (consisting of base radios, site controller and radio frequency distribution system), antennas and associated wiring located at each of seven sites, as well as operator consoles replacement/upgrade for the parties as shown below:

| Item/Site | Description |
|---------------------------------|--|
| Network Connectivity | Leased connectivity to connect all the sites together |
| Bryan /Brazos County Site | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |
| College Station Site | Includes 700/800 MHz Multicast Base equipment with racks (12 chls), Xmit & Rcv antennas and coax |
| College Station Console Sys | As shown in Table 2 below. - 6 operator positions |
| Bryan/Brazos county Console Sys | Convert existing system to P25 |
| Millican | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |
| Hensel Park Site | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |

| | |
|---------------------------------|--|
| TAMU Console Equip | Convert existing system to P25 |
| LCRA - Site | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |
| Brenham Site | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |
| Burton Site | Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax |
| Brenham Emerg Comms Console Sys | As shown in Table 2 below. - 4 operator positions |
| Management Reserve | Includes structural analysis of all towers and project reserves. |

PSIC-Provided Console equipment installed at College Station and the City of Brenham:

IP-based console system

Auxiliary I/O Server

Conventional Channel Gateway

Operator Position Equipment, PC, Mouse, Speakers, Microphone, Keyboard

Console Site Router

Site Controller

LAN Switch

IP Based logging system, archiving interface server, digital logging server, playback station

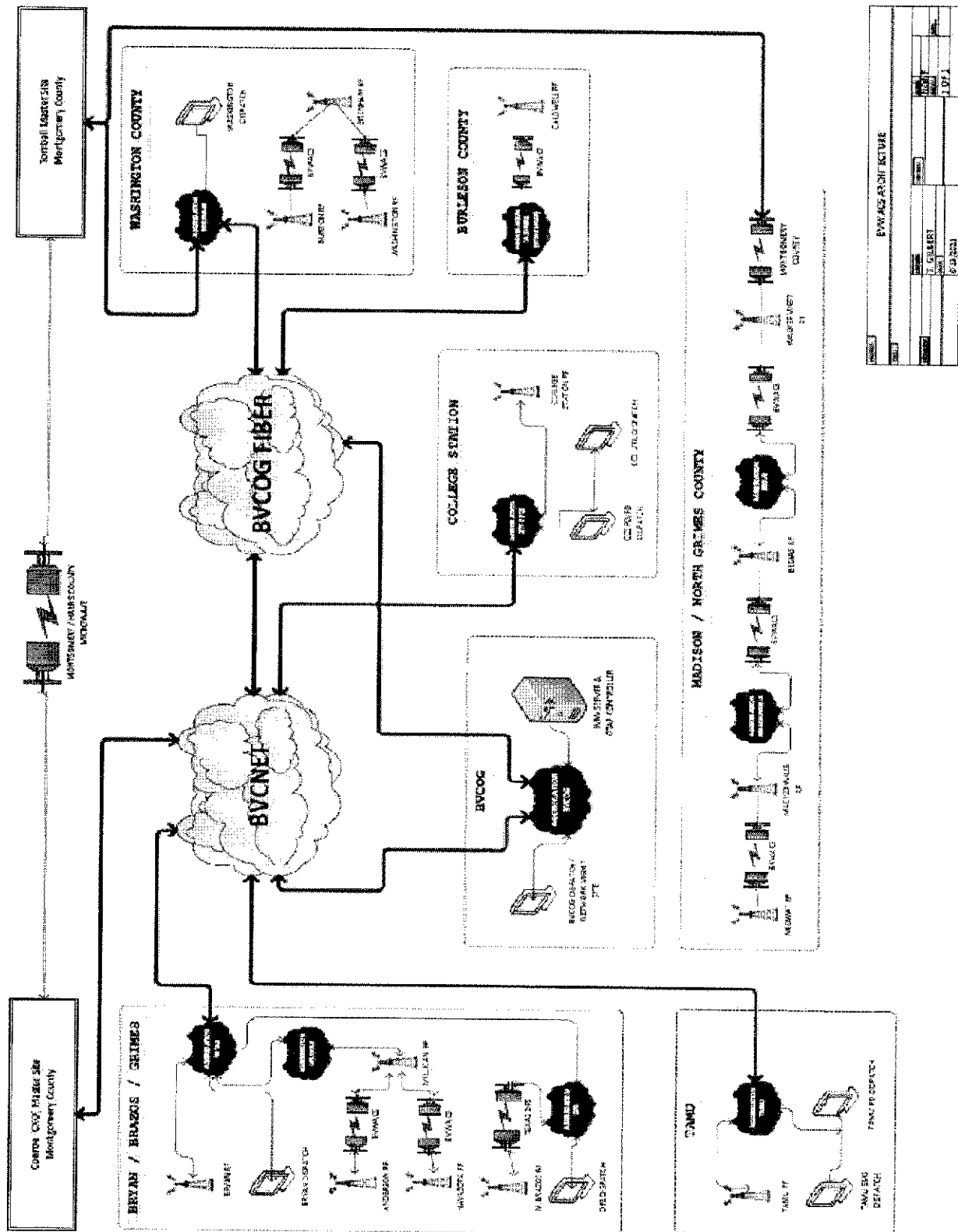
700/800MHz P25 Trunked backup stations

Multimode remote control

Antenna system

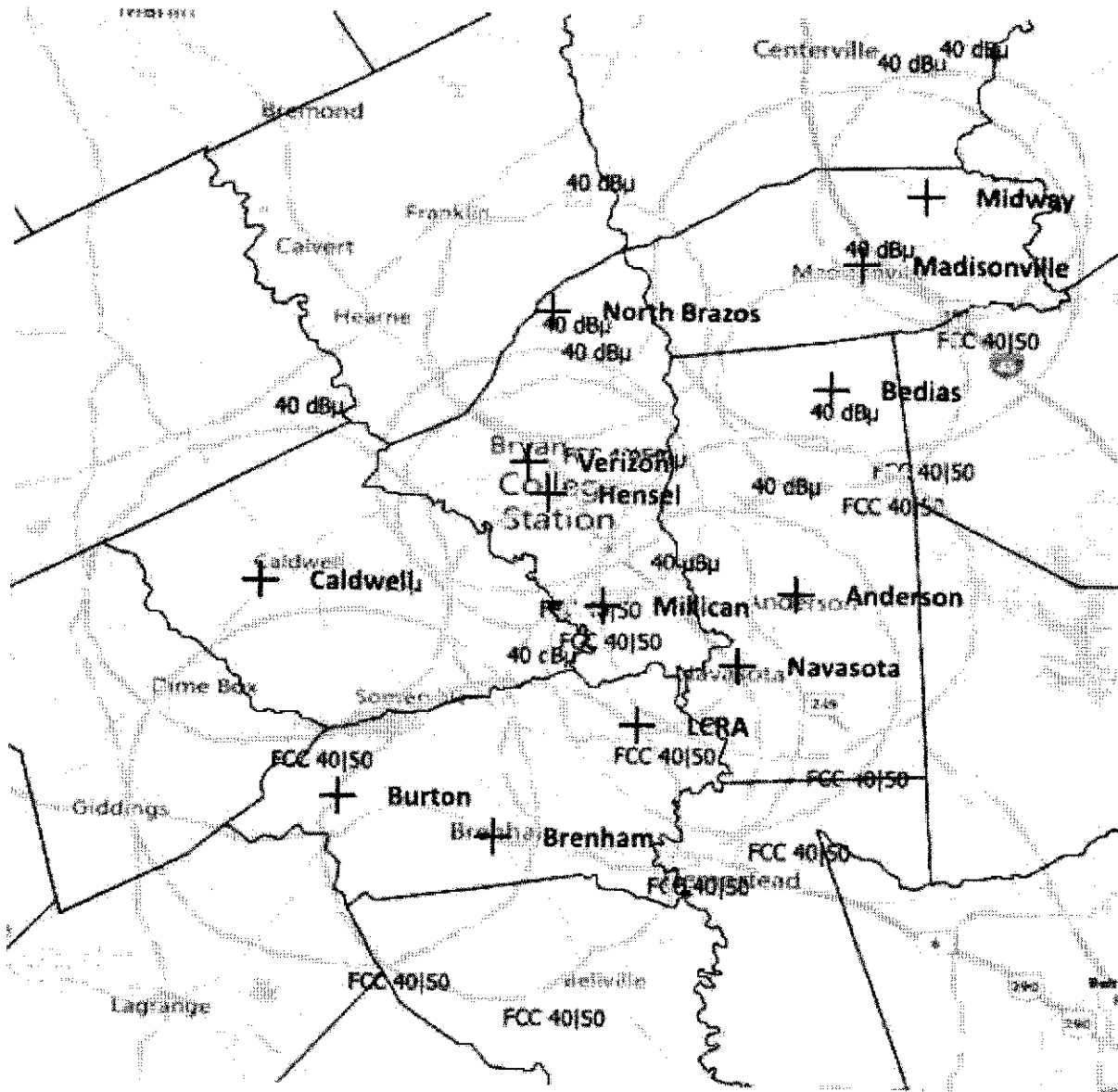
Lightning Protection

UPS backup power



**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit B - Service Area Map



**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit C - BVWACS Associate Standard Terms and Conditions

When using the Brazos Valley Wide Area Communications System ("BVWACS"), BVWACS Associate shall abide by all policies, procedures and guidelines established by the BVWACS Operating Board, the BVWACS Governing Board, and the terms and conditions of this BVWACS Associate Interlocal Cooperation Agreement

BVWACS Associate shall use the BVWACS in a manner consistent with the Standard Operating Procedures established by the BVWACS Operating Board and in compliance with applicable Federal Communications Commission ("FCC") regulations and rules.

BVWACS Associate is encouraged to use and improve the interoperation capabilities of the BVWACS and to provide input to the BVWACS Managing Entity on the day-to-day operations of the BVWACS and development of BVWACS standard operating policies and procedures.

BVWACS Associate shall utilize its sponsoring BVWACS Party as its primary point of contact for requests for BVWACS Improvements.

BVWACS Associate shall utilize the BVWACS Managing Entity as its primary point of contact when dealing with problems, or to answer questions. BVWACS Associate shall work in good faith with the BVWACS Managing Entity to help resolve problems.

BVWACS Associate shall purchase and provide its own subscriber radios and equipment to be used on the BVWACS. The selection and specifications for these radios and equipment must be coordinated with the BVWACS Managing Entity so that all radios and equipment purchased are compatible with the BVWACS.

BVWACS Associate shall ensure that programming for its subscriber equipment that uses the BVWACS is consistent with the Standard Operating Procedures established by the BVWACS Operating Board.

BVWACS Associate has no right to use the BVWACS if the BVWACS Party entering into this BVWACS Associate Interlocal Cooperation Agreement with it is no longer eligible to use the BVWACS.

BVWACS Associate is subject to any limitations or restraints on its usage of BVWACS that apply to the BVWACS Party entering into this BVWACS Associate Interlocal Cooperation Agreement.

The current term of this BVWACS Associate Interlocal Cooperation Agreement shall not exceed the current term of the Interlocal Agreement for Construction, Acquisition, Implementation, Operations and Maintenance of a Wide Area Communications System.

BVWACS Associate may be subject to immediate suspension of this BVWACS Associate Interlocal Agreement for violation of FCC rules and regulations, individual or repeated violations of the BVWACS Standard Operating Procedures, or use of the BVWACS that is determined to be inappropriate by the Governing Board.

Upon thirty (30) days written notice that specifies the existence and nature of the default, the BVWACS Party sponsoring the BVWACS Associate may automatically terminate the participation of BVWACS Associate. Default results from failure to comply with the BVWACS Associate Interlocal Cooperation Agreement, including:

1. Violation of FCC rules and regulations;
2. Individual or repeated violations of the BVWACS Standard Operating Procedures; or
3. Use of the BVWACS that is determined to be inappropriate by the Governing Board.

BVWACS Associate may avoid termination if the default is cured within thirty (30) days. If the BVWACS Associate begins to cure the default within the thirty (30) day period, the time to cure

may be extended, at the sole discretion of the sponsoring BVWACS Party, for as long as the BVWACS Associate diligently continues to work toward completion of the cure.

BVWACS Associate shall ensure that the persons it authorizes to use its radios and equipment are trained in the proper use and etiquette for two-way radio communication.

BVWACS Associate shall reimburse the BVWACS Party that is the holder of an FCC license if there is any actual or alleged violation of any FCC rule or regulation as a result of any radios or equipment that is owned by BVWACS Associate or used by any person associated with BVWACS Associate for all costs arising from the actual or alleged violation, including costs and attorney's fees for defense against the allegation as well as fines and penalties incurred.

**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit D – Goals and Objectives

GOALS

The goal of the Brazos Valley Wide Area Communications System is to provide voice radio and ultimately data transmission coverage and radio communication interoperability throughout the Service Area utilizing Infrastructure and Improvements currently provided by the Parties as well as new Infrastructure and Improvements in accordance with this Agreement.

OBJECTIVES

1. The Brazos Valley Wide Area Communications System shall maintain an appropriate reserve capacity based on the determination of the Governing Board.
2. The Brazos Valley Wide Area Communications System shall strive to maintain coverage at or above 95% reliability for a portable radio worn on the hip with a speaker collar microphone inside a -10db loss building within the Service Area.
3. To the extent practicable, the Brazos Valley Wide Area Communications System shall maintain interoperability with other public safety and governmental radio systems within the Service Area, the Brazos Valley Council of Governments area, regionally, statewide, and nationally.
4. The Brazos Valley Wide Area Communications System shall maintain the performance and equipment of the BVWACS at a standard consistent with the developments in technology and the needs of the BVWACS Parties.
5. The Brazos Valley Wide Area Communications System shall research and pursue opportunities for assistance for funding the BVWACS through grants and other means.

**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit E – Monthly, Quarterly and Annual Evaluation Factors

Maintain system reserve capacity at or above the level approved by the Governing Board.

Maintain coverage at RFP's coverage specifications.

Report number of minutes of BVWACS non-normal operation.

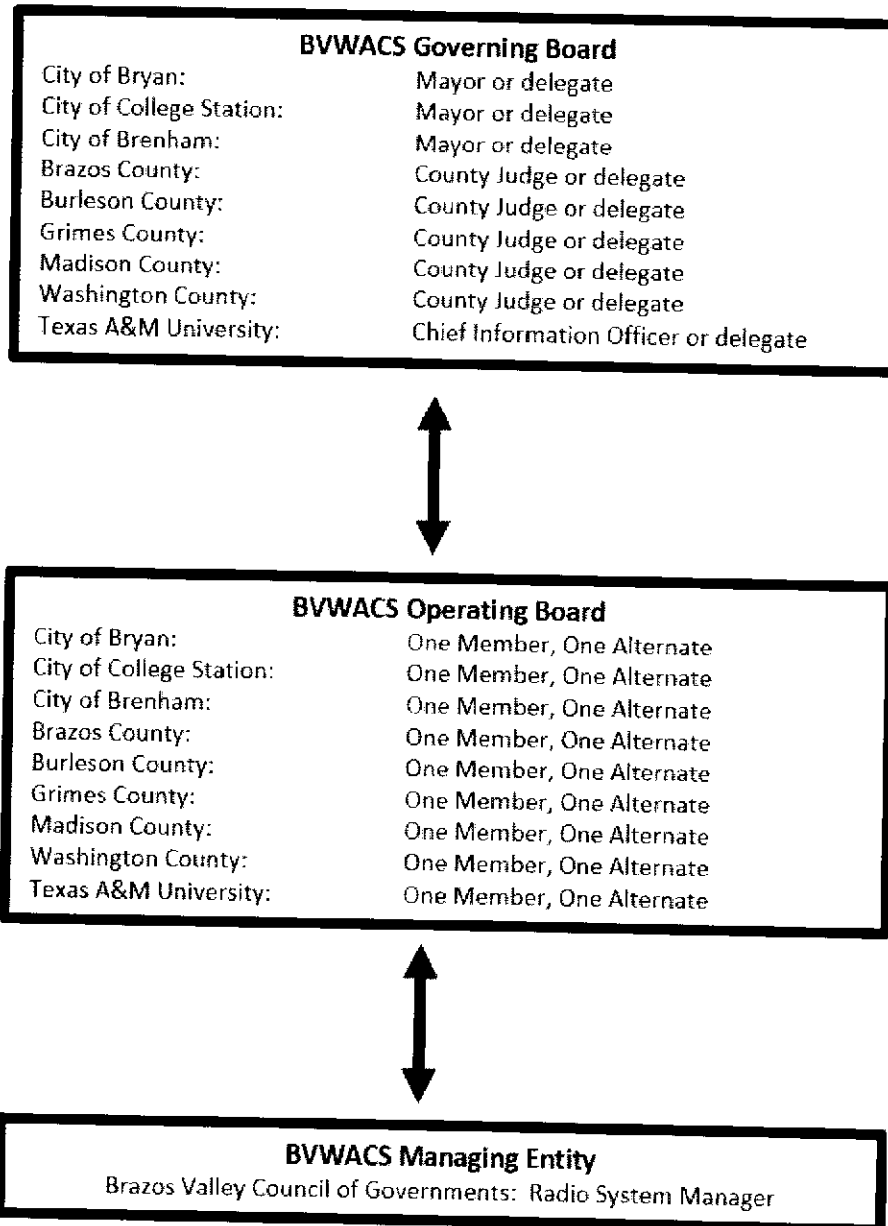
Report number of system busies.

Report BVWACS Support Vendor response time to system problems.

Develop shared staff performance measures.

**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

**Exhibit F- Governance, Operation, and Maintenance Flow Chart
and Distribution of Board Membership**



**THIRD RESTATEMENT OF THE INTERLOCAL AGREEMENT
FOR THE CONSTRUCTION, ACQUISITION, IMPLEMENTATION, OPERATION
AND MAINTENANCE OF
THE WIDE AREA COMMUNICATIONS SYSTEM**

Exhibit G – Staffing for BVWACS Program

Radio System Manager (100 %)



**Interlocal Agreement
For Managing Entity by the BVCOG
for the Brazos Valley Wide Area Communications System**

THIS INTERLOCAL AGREEMENT ("ILA"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and among the Brazos Valley Council of Governments, hereinafter referred to as "BVCOG," and the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, Grimes County, Madison County, Burleson County, and Texas A & M University, all political subdivisions or agencies of the state of Texas.

WHEREAS, the Brazos Valley Council of Governments (the "BVCOG") is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Interlocal Cooperation Act codified in Chapter 791 Texas Government Code, the BVCOG is authorized to contract with eligible entities to perform governmental functions and services; and

WHEREAS, the City of Bryan, City of College Station, City of Brenham, Brazos County, Washington County, Grimes County, Madison County, Burleson County, and Texas A & M University, collectively hereinafter sometimes referred to as the "BVWACS Parties" have entered into the Second Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System to create and maintain an interoperable radio and data communications system (the "BVWACS Agreement"); and

WHEREAS, the BVWACS Parties desire the BVCOG to supervise the performance of the BVWACS Agreement; and

WHEREAS, the BVCOG desires to undertake the supervision of the performance of the BVWACS Agreement as set forth in this Agreement;

NOW, THEREFORE, BVCOG and the BVWACS Parties do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The BVCOG represents that it is eligible to contract with the BVWACS Parties under the Interlocal Cooperation Act for the purposes recited herein because it is a local government and it possesses adequate legal authority to enter into this Agreement. Likewise, the BVWACS Parties represent that they, too, are each local governments or political subdivisions eligible to enter into this Agreement for the purposes recited herein.

ARTICLE 2: APPLICABLE LAWS

The BVCOG and the BVWACS Parties agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement. This includes applicable laws relating to purchasing and bidding of products and services, maintenance of open records and use of the Brazos Valley Wide Area Communications System in accordance with Federal Communications Commission rules. A party to this Agreement is financially responsible for any FCC penalties, fines or other financial encumbrances or penalties caused by the actions of its agents, employees or representatives.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete agreement among the parties hereto, and supersede any and all oral and written agreements among the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when approved by the governing body of the last party which approval makes the Agreement go into effect on October 1, 2023, whichever occurs latest. It shall remain effective until September 30, 2028, subject to the rights of termination set forth herein. The conditions set forth below shall apply unless modified or terminated in accordance with the provisions hereof.

ARTICLE 5: SCOPE OF SERVICES

The BVCOG agrees to perform as the BVWACS Managing Entity certain services for the BVWACS Parties as set forth in Exhibit "A-1" at specified rates and costs as set forth in Exhibit "A-2". (A sample form Exhibit "A-2" is attached hereto.) Exhibit "A-2" shall be reviewed annually and may be amended in conjunction with the BVWACS fiscal year budget adoption process, to be adopted effective on the 1st day of October of each year during the Term of this Agreement.

The BVCOG will assist the BVWACS Parties in managing grant funds as set forth in Exhibit "A-1". Nothing herein shall make the BVCOG responsible for providing funding for various projects associated with such grant or programs in the event of a shortfall.

ARTICLE 6: PAYMENTS

Pursuant to the BVWACS Agreement, upon delivery of goods or services provided and upon presentation of properly documented statements on a quarterly basis to each of the BVWACS Parties for their proportionate share of same, each BVWACS Party shall promptly in accordance with the BVWACS Agreement pay the BVCOG the full amount of its respective share. All payments for goods or services will be made from current revenues available to the BVWACS Parties.

ARTICLE 7: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all the parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 8: TERMINATION PROCEDURES

The BVCOG or the BVWACS Parties may cancel this Agreement at any time upon ninety (90) days written notice by certified mail to the other parties to this Agreement. The obligations of the BVWACS Parties and of the BVCOG, including obligations to pay any invoices outstanding for goods and/or services purchased under this Agreement, shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the responsible party.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that any party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

ARTICLE 11: CONSENT TO SUIT

Nothing in this Agreement will be construed as a waiver or relinquishment by any party of its right to claim such exemptions, privileges and immunities as may be provided by law.

ARTICLE 12: NOTICES

Notices required under this Agreement must be in writing and delivered personally or sent by certified US Mail, postage prepaid, addressed to such party at the following respective addresses:

Brazos Valley Council of Governments:

Attention: Executive Director
P.O. Box 4128
Offices: 3991 East 29th St.
Bryan, Texas 77805-4128

City:

City of Bryan
Attention: City Manager, with a copy to the City Attorney
P. O. Box 1000
Bryan, TX 77805

City:

City of College Station
Attention: City Manager, with a copy to the City Attorney
P. O. Box 9960
College Station, TX 77842

City:

City of Brenham
Attention: City Manager, with a copy to the City Attorney
200 West Vulcan Street
PO Box 1059
Brenham, TX 77834

County:
Brazos County
Attention: County Judge, with a copy to County Attorney
200 S. Texas Avenue
Suite 332
Bryan, TX 77803

County:
Washington County
Attention: County Judge, with a copy to County Attorney
100 East Main Street
Suite 104
Brenham, TX 77833

County:
Burleson County
Attention: County Judge, with a copy to County Attorney
100 W. Buck #306
Caldwell, TX 77836

County:
Madison County
Attention: County Judge, with a copy to County Attorney
103 West Trinity, Suite 113
Madisonville TX 77864

Texas A & M University:
Texas A & M University
Attention: Vice President and Associate Provost
For Information Technology and Chief Information Officer
1365 TAMU
College Station, TX 77843-1365

County:
Grimes County
Attention: County Judge, with a copy to County Attorney
100 Main Street
Anderson, TX 77830

ARTICLE 13: MISCELLANEOUS

a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Brazos County, Texas.

b. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter.

c. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all the parties.

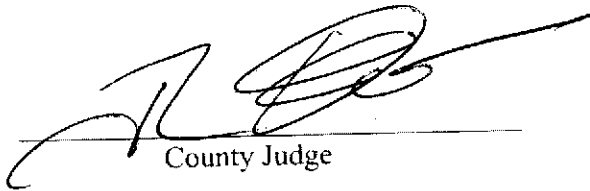
d. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.

e. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof.

f. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of all the other parties to this Agreement.

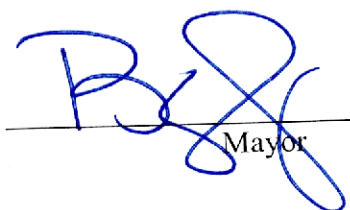
g. This Agreement is effective as of the effective date set forth above. This Agreement may be executed simultaneously in one or several counterparts, each of which is deemed to be an original and all of which together constitute one and the same instrument. The counterparts may be signed in multiple originals to allow each party to have an originally signed counterpart for each party. The Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties.

GRIMES COUNTY


County Judge

Date: 11-15-2023

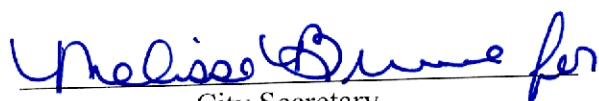
CITY OF BRYAN



Mayor

Date: 10/11/2023

ATTEST:



City Secretary

Date: 10-11-2023

APPROVED AS TO FORM:



City Attorney

Date: 10/11/2023



CITY OF COLLEGE STATION

John P. Hinkle
Mayor

Date: 2/8/2024

ATTEST:

Tanya Smith
City Secretary

Date: 2/9/2024

APPROVED:

Bryan C. Woods
City Manager

Date: 2/8/2024

Baron Longoria
City Attorney

Date: 2/5/2024

Neil Brown
Assistant City Manager / CFO

Date: 2/4/2024

CITY OF BRENHAM

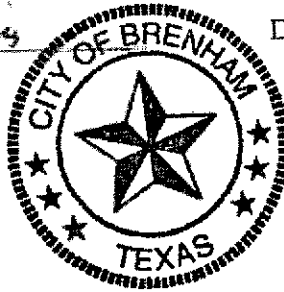
Alvin C. Koenigs
Mayor

Date: 10/24/2023

ATTEST:

Jana Belling
City Secretary


Date: 10/24/2023



APPROVED AS TO FORM:

Cary Borey
City Attorney

Date: 10/19/2023


County Judge

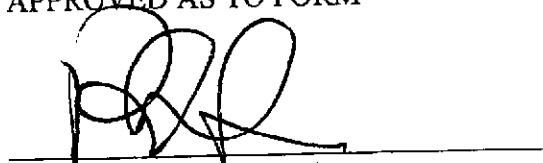
Date: 9/26/23

ATTEST


County Clerk

Date: 9/26/23

APPROVED AS TO FORM


~~Assistant County Attorney~~
GENERAL COUNSEL

Date: 9/26/23

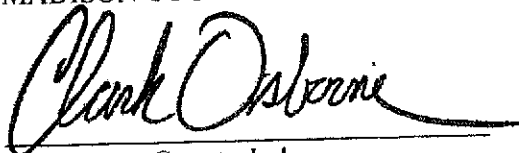
WASHINGTON COUNTY

WASHINGTON COUNTY

John Dunsberger
County Judge

Date: 10/3/2023

MADISON COUNTY


County Judge

Date: September 27, 2023

BURLESON COUNTY


County Judge

Date: 11/13/2023

TEXAS A&M UNIVERSITY

DocuSigned by:
John W. Crawford
08ADD0A2A3B00445...
John W. Crawford

Date: 1/5/2024 | 10:24:54 CST

Executive Vice President and
Chief Financial Officer

Exhibit A-1

SCOPE OF SERVICES

The BVCOG shall perform the following services at the following rates for the BVWACS Parties as the Managing Entity pursuant to the BVWACS Agreement:

1. Perform as Managing Entity as set forth in the BVWACS Agreement. This includes the following:
 - a. Overall management. To manage the BVWACS on a day to day basis. Responsibilities include specific duties outlined in the BVWACS Agreement plus any other duties as determined by the Governing Board created under such Agreement.
 - b. Management. Perform ongoing management of the construction, acquisition, implementation, operation and maintenance of the BVWACS;
 - c. Coordination with other radio systems. Serve as principle coordinator with other radio systems as determined by the Governing Board;
 - d. Minutes. Maintain minutes of the Governing Board and Operating Board meetings;
 - e. Recommendations. Make recommendations to the Operating Board regarding proper performance of the BVWACS under the terms of this Agreement;
 - f. Supervision. Supervise additional Employees as applicable;
 - g. Dispute Resolution. Assist in the administrative dispute process as set out elsewhere in this Agreement.
 - h. Agreement copy. Maintain and make available at all reasonable times to the Operating Board and to the Governing Board a current copy of this Agreement, including any amendments and the most current version of all Exhibits together with copies of the most current versions of any subsequently developed operating procedures or standards;
 - i. Financial Responsibilities. Reconcile the budget on a quarterly basis or as requested by the Governing Board. Prepare draft budget, coordinate purchasing, conduct inventories, assist with any audits and handle such other fiscal matters as may be directed by the Governing Board;
 - j. Reports. Provide such performance reports, projection reports and other reports regarding the technical, operational, fiscal and other aspects of the BVWACS as required by the Governing Board or Operating Board;
 - k. Record Keeping. Maintain and keep current all records, legal documents, contracts, manuals, warranties, etc. relating to the BVWACS and make same available for review by any of the Parties upon request;
 - l. Contract Administration. Administer all contracts for the construction, acquisition, implementation, operation and maintenance of the BVWACS;
 - m. Project Management. Oversee the management of all projects relating to the construction, acquisition and implementation of Infrastructure and Improvements to the BVWACS;
 - n. Standard Operating Procedures. Develop, distribute and keep current standard operating procedures for the BVWACS as directed by the Operating Board;
 - o. BVWACS Availability. Ensure operational and technical availability of the BVWACS features to the Parties and Associates in accordance with the goals and objectives set forth herein and that support interaction and communications with other public safety radio systems;

p. Grant Administration. Oversee the application, administration and financial management of grant funding programs available for the construction, acquisition, implementation, operation and maintenance of the BVWACS. This includes performing as a recipient or sub-recipient for the BVWACS Parties in relation to such grant programs, and such other duties as set out below.

2. Perform Grant Administration, including the following:

- a. Procurement and evaluation responses resulting in specific recommendations to the BVWACS Governing Board for the execution of grants and contracts, including receipt of funds;
- b. Recommendation to the BVWACS Governing Board for the award of subcontracts for the provision of the services set forth for covered programs that have been approved in accordance with the BVWACS Agreement;
- c. Management, administration, and oversight of subcontracts and subcontractors' performance, including for contracts for planning, evaluation, and monitoring;
- d. Payment of all authorized grant program expenses, whether for staff or administrative services, participant support costs, authorized subcontracted services, participant wages or stipends, or other costs incurred in the implementation of programs;
- e. Reimbursement of any questioned or disallowed costs will first be demanded from the subcontractor where the costs occurred, and making recommendations regarding possible solutions;
- f. Maintenance of financial and grant participant information records;
- g. Preparation and delivery of such reports and invoices for funds as are required by the state and federal rules, regulations, and administrative policies applicable to the program covered under the statutes;
- h. Preparation of a budget for Grant Recipient/Fiscal Agent;
- i. Authority to procure service providers for services authorized in the adopted and approved annual plans for the covered grant programs;; and
- j. Provision of other duties that may be required by changes in state and/or federal rules, regulations, and/or policies that are applicable to the covered grant program.

3. Exclusion from scope of services:

- a. Conveyance of interests in real property. This does not prohibit the provision of services relating to property acquisition, such as oversight of surveys, title work, appraisals, etc.

EXHIBIT A-2 **SAMPLE BUDGET DOCUMENT**

BVWACS FY2024 APPROVED Budget

| Description | FY2023 | FY2024 |
|---|----------------------|----------------------|
| Capital Fund Contributions | \$ 103,377.05 | \$ 103,377.05 |
| Expenses | | |
| Salary - System Manager | \$ 106,069.10 | \$ 109,781.52 |
| Salary - BVCOG Misc | \$ 7,519.03 | \$ 7,819.85 |
| Salary Total | \$ 113,588.13 | \$ 117,601.37 |
| Benefits Total | \$ 32,581.73 | \$ 33,885.00 |
| General, Administrative, & Maintenance Expense | | |
| Consulting Fees "Other Admin" | \$ - | \$ - |
| Professional Fees "Other Admin" | \$ 3,500.00 | \$ 4,500.00 |
| Audit Expense "Other Admin" | \$ 2,684.51 | \$ 2,731.89 |
| Travel Expense | \$ 8,000.00 | \$ 8,500.00 |
| Maintenance, Motorola | \$ 228,062.07 | \$ 245,055.55 |
| Maintenance, Harris County | \$ 64,022.94 | \$ 77,395.64 |
| Maintenance, General "Contingency" | \$ 35,000.00 | \$ 45,000.00 |
| Supply Expense "Other Admin" | \$ - | \$ - |
| Copier Expense "Postage & Printing" | \$ 400.00 | \$ 400.00 |
| Maintenance, Data Connectivity | \$ 50,000.00 | \$ 70,000.00 |
| Telephone Expense "Includes mobile data devices & phone" | \$ 1,800.00 | \$ 3,500.00 |
| Postage Expense "Postage & Printing" | \$ 75.00 | \$ 75.00 |
| Insurance, General | \$ 15,000.00 | \$ 15,000.00 |
| Training and Meeting Expense "Other Admin" | \$ 3,000.00 | \$ 4,500.00 |
| General, Admin, & Maintenance Expense Total | \$ 411,544.52 | \$ 476,718.06 |
| Indirect | | |
| Indirect Cost Expense | \$ 28,418.00 | \$ 29,554.72 |
| ISF | | |
| Accounting Service ISF | \$ 10,342.31 | \$ 10,756.00 |
| System Administration ISF | \$ 11,642.85 | \$ 12,108.57 |
| Copy/Fax Service ISF | \$ 532.60 | \$ 553.91 |
| Human Resource Management ISF | \$ 8,794.19 | \$ 9,145.36 |
| Office Space ISF | \$ 8,670.21 | \$ 9,017.02 |
| Receptionist/Internet/Local Phone ISF | \$ 8,320.00 | \$ 8,652.80 |
| ISF Total | \$ 48,302.17 | \$ 50,234.25 |
| Annual Operating & Maintenance Total | \$ 634,434.60 | \$ 707,993.42 |
| Annual Operating, Maintenance, & Capital Total | \$ 737,811.65 | \$ 811,370.47 |

FY24 APPROVED

Capital Equipment Replacement Reserve (CERRF)

Current Balance \$ 1,839,799.44

Contributions

| | |
|------|---------------|
| FY19 | \$ 206,754.09 |
| FY20 | \$ 206,754.09 |
| FY21 | \$ 103,377.05 |
| FY22 | \$ 103,377.05 |
| FY23 | \$ 103,377.05 |
| FY24 | \$ 103,377.05 |

FY2024 Projected Balance After 10/1/2023 \$ 1,943,176.49



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval of Change Order #2 to CIP 23-608 I&GN Road Reconstruction with Larry Young Paving to deduct \$54,973.63 from the contract for unused bid line items and liquidated damages. The new contract total will be \$5,850,963.62.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 05/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: This capital project is for the improvement I&GN Road. If the change order is not approved, it will delay payment of the final pay app to the vendor. This deductive change order is for unused bid line items and liquidated damages associated with not finishing the work within the contract timeframe.

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|--|---------------------------|--------------------|
| Fully Executed Contract - Larry Young Paving.pdf | Original Contract | Backup Material |
| Partly Executed Change Order #2.pdf | Change Order #2 | Backup Material |

**AGREEMENT
FOR I&GN ROAD RECONSTRUCTION**

RFP # CIP 23-608

BRAZOS COUNTY, TEXAS

TABLE OF ARTICLES

1. General Provisions
2. Owner
3. Contractor
4. Administration of the Contract
5. Subcontractors
6. Construction by Owner or by Separate Contractors
7. Changes in the Work
8. Time
9. Payments and Completion
10. Protection of Persons and Property
11. Insurance and Bonds
12. Uncovering and Correction of Work
13. Miscellaneous Provisions
14. Termination or Suspension of the Contract
15. Access to the Work
16. Standards
17. Prohibition against personal interest in the Contract
18. Prevailing Wage Rates
19. Authority to Contract

AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY ROADWAY

This Agreement for the construction of the I&GN ROAD RECONSTRUCTION, Brazos County, Texas, in the amount of **FIVE MILLION, NINE HUNDRED AND FOUR THOUSAND, FOUR HUNDRED AND FORTY THREE DOLLARS AND TWENTY FIVE CENTS (\$5,904,443.25)** is entered into this ____ day of **October 2023** by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **LARRY YOUNG PAVING INC.**, (hereinafter referred to as "Contractor"). The I&GN ROAD RECONSTRUCTION is hereinafter referred to as the "Project." The Engineer for the Project is the firm of **GLS** and is hereinafter referred to as "Engineer."

ARTICLE 1 **GENERAL PROVISIONS**

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 23-608** and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

A Modification is: (1) a written amendment to the Contract signed by both parties; (2) a Change Order or Change Proposal Request; (3) a Construction Change Directive, or (4) a clarification, interpretation or written order for a minor change in the Work issued by the Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms or portions of addenda relating to bidding requirements). The Contract Documents executed in accordance with Sub-paragraph 1.5.1. shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

1.1.2 THE CONTRACT: The Contract Documents form the Contract for Construction ("Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind: (1) between the Contractor and Engineer or Engineer's consultants; (2) between the Owner and a Subcontractor or Sub-subcontractor, or (3) between any persons or entities other than the Owner and Contractor. The Engineer shall, however, with the consent of Owner, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties.

1.1.3 THE WORK: The term "Work" means the construction and services required by the Contract, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

Although not indicated, "Work" includes providing supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and functional installation.

1.1.4 THE PROJECT: The Project is the rehabilitation of the **I&GN ROAD RECONSTRUCTION** in Brazos County, Texas as specified in the Contract Documents. The Project may include construction by the Owner or by separate contractors.

1.1.4.1 SUMMARY OF THE WORK: This project consists of the rehabilitation of a portion of **I&GN Road**.

1.1.5 THE DRAWINGS: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS: The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL: The Project Manual is the volume usually assembled for the Work that may include the bidding requirements, sample forms, this Agreement, Supplementary Conditions of the Contract and Specifications.

1.1.8 GENERAL DEFINITIONS: Construction industry technical terms not defined in the Contract Documents shall have the meanings given as listed in the latest edition of the AIA "Glossary of Construction Industry Terms." Those not specifically defined at either place shall have the meanings commonly attributed to them by the particular trade involved.

- .1 Provide:** shall be understood to mean: "Furnishing of all labor, materials, equipment, transportation and services referred to and installation of the materials, equipment and other items referred to, all in compliance with the requirement of the Contract Documents and applicable Federal, State and local laws and ordinances as well as requirements of Federal, State and local authorities having jurisdiction at the site of the Work."
- .2 Required:** shall be understood to refer to the requirements of the contract Documents unless its use in a sentence clearly implies a different interpretation.
- .3** Where "**as shown**," "**as indicated**," "**as noted**," and similar terms are used, it shall be understood that reference to the Contract Drawings is made, unless their use in a sentence clearly implies a different interpretation.
- .4** Where the terms "**Plans**" or "**Drawings**" are used, they shall be understood to include drawings, details and schedules as applicable.
- .5 Construction Time:** the number of calendar days required to perform the work. Refer to Sections 8.1.1 and 8.1.2.

- .6 **Day:** A calendar day beginning and ending at 12:00 midnight.
- .7 **Equal; approved equal; Engineer approved; acceptable; approved; satisfactory; required; directed; instructed:** Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Engineer, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Engineer and Owner.
- .8 **Date of Final Completion:** The date when Engineer and Owner find all the work of the Contract documents acceptable and the Contract fully performed.
- .9 **Occurrence:** Is defined as follows for purpose of insurance – An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries or deaths of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.
- .10 **Not-In-Contract (N.I.C.):** Work not included in this Contract.
- .11 **And/or:** Shall mean both "and" and "or" and shall be enforceable by Owner when read in either manner.
- .12 **General Contractor:** Same as Contractor.
- .13 **Material Man; Material Supplier:** Anyone that supplies material only and does not perform any labor at the site of the work.
- .14 **Timely Change:** A change in the work that can be arranged before the particular item of work has required the expenditure of any non-recoverable costs by the Contractor and/or subcontractors.
- .15 **Late Change:** A change in the work that cannot be performed before the particular item of work that requires the expenditure of some non-recoverable cost after shop drawings, samples and/or schedules related to the change have been reviewed and found acceptable.
- .16 **Prompt:** Promptly and similar terms shall be held to refer to a time period of not less one week or more than two weeks.
- .17 **Addendum:** A change to the Construction Documents (General Documents, Specifications and Drawings) issued prior to the execution of the Agreement.
- .18 **Agreement/Contract:** Agreement/Contract means the same and are used interchangeably throughout this document. This Agreement/Contract is the signed agreement between Owner and Contractor for the performance of

the Work.

- .19 **Critical Path:** The project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.
- .20 **Furnish:** Unless specifically limited in context, the word "furnish" and any derivatives thereof mean: deliver indicated items, materials, equipment, apparatus, appurtenances and all items necessary for a complete and proper installation to Project site and stored in secure locations.
- .21 **Install:** "Install" and any derivatives thereof mean; incorporated indicated items, materials, equipment, apparatus, appurtenances and all items necessary for the Work including all necessary labor, materials and connections to perform a properly and complete installation ready for operation of use, including but not limited to unpacking and assembly, if necessary.
- .22 **The Contractor Shall:** In the interest of conciseness; sentences, statements and clauses may be verb phrases with expressed verbs such as "furnish," "install," "provide," "construct," "erect," "comply," "apply," "submit," etc. Any such sentences, statements and clauses are to be interpreted to include the applicable form of the phrase "the Contract shall" preceding the expressed verb, with the requirements described interpreted as mandatory elements of the Contract.
- .23 **Evaluation:** "Evaluation" and any derivative thereof, as used in reference to Engineer mean; to become generally familiar with the progress and quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the Project, and without the removal of material or other Work that is in place.
- .24 **Inspect:** "Inspect" and any derivative thereof, as used in reference to the Engineer shall mean; Type of evaluation that a reasonably prudent Engineer, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.
- .25 **See:** In the interest of conciseness, references to specification sections and details are preceded by the word "see." Any such references are to be interpreted to include applicable form of phrase "...and comply with."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if

required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.

1.2.2. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed, nor limit the scope of work performed by any trade or by any Sub-contractor or supplier.

1.2.3. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4. General Conditions and Supplementary Condition and General Requirements apply to all of the Contract Documents.

1.2.5 Precedence of the Contract Documents: The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "A."

- A. Modifications, Change Orders or a Change Proposal Request
- B. This Agreement, including the General Conditions stated herein.
- C. Addenda
- D. Supplementary Conditions
- E. Specifications and Drawings. In the case of an inconsistency between Drawing and specifications or within either document, the better quality and the greater quantity of work shall be provided unless otherwise directed by Engineer.

1.2.6 Current Editions: When any work is governed by reference to standard, codes, manufacturer's instructions or other reference documents, the latest issue in effect on the original issue date of the Construction Documents shall apply whether or not the proper edition is noted.

1.2.7 Enumeration of Items: Lists of "work included," "work excluded" and "description of the work" and similar groupings are not intended to enumerate each and every item of work or appurtenance required therein but shall be used in conjunction with all other portions of the Contract Documents to establish the requirements for completion of the Work or any portions thereof.

1.2.8 Reference Guarantees: When reference standards are made a part of the requirements, the warranties and guarantees they contain shall apply, except for the portions that are less stringent than those required by the Contract Documents or imply or state exclusions, limitations or waivers that are inconsistent with the requirements of the Contract Documents.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are: (1) specifically defined; (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document, or (3) the titles of other documents published by the American Institute of Engineers.

1.4 INTERPRETATION

1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be enumerated on attachment(s) to the Agreement and attachments(s) shall be signed by the Owner and Contractor as provided in the Agreement.

1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor shall verify the location of all easements before beginning the project.

1.6 OWNERSHIP AND USE OF ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:

1.6.1. The Drawings, Specifications and other documents, including those in electronic form, prepared by the Engineer and/or Engineer's consultants are Instruments of the Engineer's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor, nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Engineer or the Engineer's consultants, and unless otherwise indicated the Engineer or the Engineer's consultants shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright, unless indicated differently in the Owner – Engineer Agreement. The Drawings, Specifications and other documents prepared by the Engineer, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner, Engineer and/or Engineer's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Engineer and/or Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Engineer and/or the Engineer's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer's copyright or other reserved rights.

1.6.2 CONTRACTOR'S USE OF INSTRUMENTS OF SERVICE IN ELECTRONIC FORM

1.6.2.1 Engineer may furnish or sell, at an agreed upon cost, to Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or other

versions of Instruments of Service in electronic form for use solely with respect to this Project. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.

1.6.2.2 If required to be furnished, or if furnished, Engineer or Engineer's Consultants will furnish electronic data in software format in use by Engineer at the time Engineer's services are performed. Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be responsible for proper storage, maintenance and conversions necessary to prevent degradation or obsolescence of data. Any change or modification in electronic data by Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be at their sole risk and without liability or legal exposure to Engineer, Engineer's consultants or Owner, and to fullest extent permitted by law, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers agrees to hold harmless and indemnify Engineer, Engineer's consultants and Owner from and against all claims, liabilities, losses, damages and costs, including but not limited to reasonable attorney's fees, arising there from or in connection therewith.

1.6.2.3 The Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others understand that the conversion of electronic information and data supplied by the Engineer or Engineer's consultants from the system and format used by the Engineer or Engineer's consultants to an alternative or upgraded system or format, whether performed by Engineer, Engineer's consultants or others, cannot be accomplished without the introduction of inexactitudes, anomalies, omissions and errors. In the event the electronic data furnished to the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, is converted, they agree to assume all risks associated with such conversion. If Engineer and/or Engineer's consultants furnish electronic data, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others agrees to hold Engineer, Engineer's consultants and Owner harmless and to waive any and all claims, liabilities, losses, damages and costs arising out of, or in any way connected with, the conversion of electronic data supplied by the Engineer or Engineer's consultants.

1.6.2.4 If documents, including those in electronic form, are modified, revised or changed in any way by the Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or others, any reference to the Engineer and Engineer's consultant and any professional seals and signatures shall be removed from the documents.

1.6.2.5 In consideration for the use of the Drawings, Specifications and other documents, including those in electronic form, Contractor, Subcontractor, Sub-subcontractor, material and equipment supplier and others agree to indemnify, defend and hold harmless the Engineer, Engineer's consultants and Owner from and against, any claim or liabilities arising out of such use.

ARTICLE 2

OWNER

2.1 DEFINITION

2.1.1 The Owner is Brazos County, Texas. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's representative is **Capital Project Manager**, or such other person as may from time to time be so designated by the Brazos County Commissioners Court to act on behalf of Owner.

2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and within five (5) days after any change, information of such change in title, recorded or unrecorded.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.2 Except for permits and fees, including those required under Paragraph 3.7, which are the responsibility of the Contractor under the Contract Documents, Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction.

2.2.3 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness and complete and accurate to the best of the Owner's information and belief. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.4 Contractor will be furnished, free of charge, one set of Contract Documents in Adobe "PDF" file format suitable for plotting or printing. Contractor may use for limited purpose of making prints thereof required for use in performance of Work, in accordance with Paragraph 1.6.

2.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails, more than once, to carry out Work in accordance with the Contract Documents, the Owner by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated;

however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3. Owner does not waive the right to stop the work in any future situation if Owner waives this right in any one situation.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work, or any portion thereof, in accordance with the Contract Documents or fails to complete, within the time period stipulated, any items of work scheduled to be done subsequent to the Date of Substantial Completion or fails to complete or correct any items of work disclosed subsequent to the Date of Substantial Completion and fails within a seven day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then, or thereafter, due the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor shall be done after consultation with the Engineer. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.4.2 Neither Owner nor its officers, agents, or employees are in any way liable or accountable to Contractor or its Surety for any method by which completion of said Work, or any portion thereof, is accomplished or for price paid therefore, unless Surety is required to pay cost to complete the Project, in excess of the amount contained in the Owner-Contractor Agreement, as a direct result of the Engineer's negligent issuance of Certificate(s) for Payment. Contractor and Surety are responsible for all costs for completing the Work including cost in excess of original Contract Sum. Owner does not forfeit right to recover damages from Contractor or Surety for failure to complete Contract by taking over the Work or by declaring Contract in default. Maintenance of the Work remains Contractor's and Surety's responsibility as provided for in Performance Bond and guarantee of Contractor.

2.4.3 The Owner reserves the right to:

- .1 observe the work, at any time, whenever it is in preparation or progress;
- .2 make emergency repairs to the work during the guarantee period, to prevent further damages and the Contractor shall pay for such repairs when necessitated by defects in the Contractor's work;
- .3 make changes to the work.

2.4.4 The Owner shall not be required to accept from the Contractor (unless specifically agreed upon):

- .1 Partial Substantial Completion;
- .2 Substantial Completion when it occurs prior to the expiration of the Construction Time.

ARTICLE 3

CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Engineer as a properly prepared, timely Request For Information (RFI) in such form as the Engineer may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but the Contractor shall promptly report to Engineer any nonconformity discovered by or made known to the Contractor as a Request For Information (RFI) in such form as the Engineer may require.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications, interpretations or instructions issued by the Engineer in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency,

omission or difference and knowingly failed to report it to the Engineer.

3.2.3 The Contractor shall verify the location of all easements before beginning the Project.

3.2.4 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall review, substantiate, and comply with current industry execution standards and manufacturer's current execution instructions and evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3.5 Contractor is solely responsible for coordination of scope of Work for its own forces, and of Subcontractors and suppliers, and to complete all Work, whether performed by the Contractor or a Subcontractor.

3.3.6 The Contractor shall provide a full-time Project Superintendent. Refer to RFP Section 8(f).

3.3.7 Layout/grades will be per plans.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor may make substitutions only if allowed by Contract Documents and with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order, or by Owner's approval of a Substitution Request.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise specified and that all Work will be provided in accordance with the requirements of the Contract Documents and will be of good quality, free of faults and defects. All Work not conforming to the requirements of the Contract Documents, including substitutions or changes made by the Contractor or any subcontractor, material supplier or equipment supplier that have not been specifically identified (PRIOR to Contract award) by means of a Letter of Notice to Engineer and properly accepted and authorized by Engineer, shall be considered defective and not in agreement with the requirements of the Contract Documents, and shall be promptly corrected in accordance with the requirements of Article 12 of this Agreement and amendments thereto as set forth in Supplementary Conditions or Modifications. Notation or listing of such substitutions or changes on shop drawings or other types of submittal will not be considered acceptable to Engineer whether or not such submittal has been reviewed or stamped by Engineer. Notice must be specific and transmitted in letter form. If required by Owner or Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment actually provided. This warranty is not limited by the provisions of Paragraph 12.2.

3.5.2 Immediately prior to Date of Substantial Completion, Contractor shall execute and deliver to Engineer, a written warranty in approved form, stating that all materials and equipment provided and all work performed are in accordance with the requirements of the Contract Documents and authorized modifications and additions thereto; and further stating that Contractor guarantees, should any condition arise or be disclosed during the time of Contract warranty, which conditions are due to incomplete, or improper or defective materials, or due to incomplete or improper or defective workmanship or arrangement, such condition, together with all work affected in correcting such condition, shall be (upon written notice from Owner) promptly and satisfactorily corrected by Contractor at no additional cost to Owner. Contractor shall be fully responsible for the prompt, satisfactory completion of all warranty work whether performed by his own or subcontract personnel.

3.5.3 Work Covered by Warranty: Contractor's warranty shall cover all work under the

Contract, whether or not any portion or trade has been assigned or sub-let. In the event any portion of the Work is performed by an assignee or subcontractor, Contractor shall obtain from such assignee and/or subcontractor a written warranty to Contractor and Owner covering their respective portion of the Work for the period required. Contractor shall deliver them, together with his own warranty, to Owner prior to final payment. Assigns' and subcontractors' warranties shall expressly provide that the same shall be enforceable directly by Owner, if he so elects, and shall run concurrently with Contractor's warranty. Warranty shall be secured by Contractor's Performance Bond as directed by Owner.

3.5.4 Time of Warranty: Contractor's warranty shall be for a period of one year from Date of Substantial Completion of the Work. Should a warranty required under any Section of the Specifications or of this Contract be for a period of more than one year, Contractor's and subcontractor's warranty, with respect to such work, shall be for such longer period. Warranty for work done subsequent to Date of Substantial Completion shall be for a period of one year from date of Final Completion or such longer period, if so specified.

3.5.5 Partial Occupancy: Should Owner occupy a portion of the Work before the date of Substantial Completion, the warranty period for that portion so occupied shall begin on the date of such occupancy as agreed in writing with Owner.

3.5.6 Objectionable Process: Where any material, process, or method or operation or application procedure is required, which in the opinion of the Contractor, would render the finished work unsuitable for the required warranty, then, before a bid is submitted, such unsuitable material, process, or application method shall be objected to in writing to Engineer, stating reasons therefore and recommending other alternate materials or methods so that the Work, when completed, will be suitable for the required warranty. In the event the Contractor's recommendations are approved, the work shall be installed in accordance therewith, and all changes in cost resulting there from shall be included in the Contract bid amount.

3.5.7 Under the requirements of this Paragraph 3.5, Contractor shall be responsible for:

- .1 Damages existing facilities, fences or other appurtenances or services when damages result from use of faulty materials or negligent workmanship.
- .2 Warranting modifications accepted under subparagraph 3.5.6 above will give satisfactory results.
- .3 Warranting substitutions will be equal or superior to the specified item or method unless he specifically lists shortcomings in his request for making substitution.
- .4 Obtaining and enforcing all subcontract warranties with particular attention being directed to enforcement of warranty work by electrical and other subcontractors.

3.6 TAXES

3.6.1 Although Owner is a tax-exempt unit of local government, the Contractor shall pay all sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which may not be within Owner's exemption that are legally enacted when Contractor's bids were received or negotiations between Owner and Contractor were

concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.2 Contractor requires all Subcontractors, Sub-subcontractors and suppliers to bill Contractor for all sales and use taxes on all materials and equipment incorporated into Project as clearly discernible separate item to facilitate Contractor's keeping tax as separate item of expense on records. Furnish this information to Owner to enable Owner to meet state reporting requirements

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.1.1 Owner shall secure and pay for health and environmental impact fees, water and sewer connections and impact fees, and zoning regulation fees and permits. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of Work which are customarily secured after execution of Contract and which are legally required when bids are received or Contract is executed.

3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer and Owner in writing and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work, knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Engineer and Owner, the Contractor shall assume full responsibility for such Work and shall bear all the costs attributable for any and all repairs required for conformance, including but not limited to, any penalties, fines or other damages realized..

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances, and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Clause 3.8.2.2, and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.8.3 Contingency Allowance is established as \$200,000.00 and shall be processed pursuant to the Specifications.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent. Refer to RFP Section 8(f).

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Engineer the name and qualifications of a proposed superintendent. The Owner or Engineer may reply within fourteen (14) days to the Contractor in writing stating: (1) whether the Owner or Engineer has reasonable objection to the proposed superintendent, or (2) that the Owner or Engineer requires additional time to review. Failure of the Owner or Engineer to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly (within ten (10) days) after notification of contract award, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised monthly or at appropriate intervals as required by the conditions of the Work and Project whichever is less, shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

3.10.1.1 Owner may authorize construction activities to commence prior to completion of Drawings and Specifications. If Drawings and Specifications require further development at the time the initial construction schedule is prepared, Contractor shall: 1) allow time in the schedule for further development of Drawings and Specifications by Engineer, including time for review by Owner and Contractor and for Contractor's coordination of Subcontractors' Work, and 2) furnish to Owner, in a timely manner, information regarding anticipated market conditions and construction cost, availability of labor, materials and equipment, and proposed methods, sequences and time schedules for construction of Work.

3.10.2 The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule

and allows the Engineer reasonable time, as defined by the Engineer to review submittals. If the Contractor fails to submit a schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Engineer.

3.10.4 Owner shall not be bound by any early completion deadline submitted in any schedule.

3.10.5 Owner does not approve or accept any schedule, but reserves the right to review, comment and reject.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittal. These shall be available to the Engineer and shall be delivered to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Engineer without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer; Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor and Sub-contractor represent to the Owner and Engineer that the Contractor and Sub-contractor have (1) reviewed and approved them, (2) have reviewed for compliance with the Contract Documents, (3) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (4) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, and have approved the submittal.

3.12.7 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.

- .1** The Contractor shall make all revisions as noted by Engineer and shall re-submit the required number of corrected copies of Shop Drawings, product data or samples until no exceptions are taken. The Contractor shall direct specific attention, by cover letter accompanying resubmitted Shop Drawings, to all revisions made in addition to those requested by Engineer on previous submissions, if any.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In absence of such written notice the Engineer's approval of a re-submission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of Engineer or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer.

The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Engineer have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, policies, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.13.2 Contractor shall assume full responsibility for protection and safekeeping of materials stored on premises.

3.13.3 Contractor shall provide all necessary precautions to protect public, visitors and tenants from activities of Contractor or his agents on project.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work, or fully or partially completed construction, by the Owner, or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner, or a separate contractor, except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner, or a separate contractor, the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the contractor fails to clean up as provided in the Contract Documents after reasonable notice from Owner of such failure, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide governmental authorities who lawfully request access to the work, the Owner and Engineer proper facilities and equipment for access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Engineer harmless from loss (including but not limited to attorney's fees, court cost, and other cost of defense), on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright, trademark, trade name, or similar property right or interest, or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer.

3.18 INDEMNIFICATION

3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, ENGINEER, ENGINEER'S CONSULTANTS (COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK PROVIDED THAT SUCH CLAIM, LIABILITY, DAMAGES, LOSS, COSTS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH OR TO INJURY TO, OR DESTRUCTION OF, TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH: (A) A BREACH OF THE WARRANTIES PROVIDED BY THE CONTRACTOR; (B) THE WORK PERFORMED OR TO BE PERFORMED BY THE CONTRACTOR, ITS CONTRACTORS, SUB-CONTRACTORS, SUB-SUB-CONTRACTORS, AND SUPPLIERS, AND THEIR EMPLOYEES AND AGENTS; (C) ANY NEGLIGENT ACTION AND/OR OMISSION OF THE INDEMNITEES RELATED IN ANY WAY TO THE PROJECT WHETHER THE INDEMNITEES ARE NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR ANY OTHER TYPE OF NEGLIGENCE) OF THE INDEMNITEES; OR (D) ANY FINES, PENALTIES, DAMAGES (INCLUDING PUNITIVE), LIABILITIES, COSTS AND EXPENSES IN CONNECTION WITH: (1) A VIOLATION OF ANY LAW, STATUTE, RULE, ORDINANCE, CODE OR OTHER REQUIREMENT OF PUBLIC AUTHORITIES; (2) MEANS, METHODS, PROCEDURES OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS FOR WHICH THE CONTRACTOR IS RESPONSIBLE UNDER THE CONTRACT DOCUMENTS. THE CONTRACTOR'S INDEMNITY OBLIGATION HEREIN SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE OR REDUCE

OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WHOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. THE SCOPE AND EXTENT OF THIS INDEMNITY SHALL NOT BE LIMITED BY THE AVAILABILTY OF COVERAGE UNDER THE CONTRACTOR'S INSURANCE AND SHALL NOT LIMIT INDEMNITEES' OTHER LEGAL REMEDIES AGAINST CONTRACTOR OR ANY OTHER PERSON OR ENTITY. THIS INDEMNIFICATION PROVISION SHALL SURVIVE TERMINATION OF THE CONTRACT.

3.18.2 In claims against any person or entity indemnified under Paragraph 3.18 by an employee of the Contractor, a Subcontractor, Sub-Sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under Paragraph 3.18 shall not extend to the liability of the Engineer, the Engineer's consultants and agents and employees of any of them arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or (2) the giving of, or the failure to give, directions or instructions by the Engineer, the Engineer's consultants and agents and employees of any of them, provided such giving, or failure to give, is the primary cause of the injury or damage. The indemnity for the Engineer, the Engineer's Consultants, agents and employees does not extend to any indemnity prohibited by Section 130.003 of the Texas Civil Practice and Remedies Code.

3.19 ADDITIONAL REQUIREMENTS

3.19.1 Contractor shall submit to Engineer, in writing, all substitutions proposed PRIOR TO the bid opening date. Contractor shall furnish sufficient data for evaluation. To be acceptable for project use, substitutions must be approved in writing by Engineer or by appropriate addendum.

3.19.2 Contractor shall follow manufacturer instructions. Where such instructions are in conflict with the Contract Documents, Contractor shall notify Engineer for clarification before proceeding. A copy of the manufacturer's instructions shall be kept at job site and made available to Engineer.

3.19.3 Contractor shall stop the Work affected when notified of a proposed change and when unsatisfactory results are anticipated. Contractor shall proceed only after receiving additional instructions from Engineer.

3.19.4 Contractor shall establish and maintain bench marks, and all other grades, lines, and levels necessary for the Work, report errors and inconsistencies to Engineer, in writing, before commencing work affected. Contractor shall be responsible for placement of Project Work and shall make all corrections necessary to achieve an accurate layout of Project Work.

3.19.5 Contractor shall provide acceptable access facilities to the Work for the Owner, Engineer, and all local, State and Federal authorities having jurisdiction. All access facilities shall be made safe and reasonably convenient.

3.19.6 Contractor shall prepare quotations, for proposed changes in the Work. Quotations shall be in a "break-down" form giving the number of units, unit cost of materials, tool costs, taxes, overhead, profit, etc. Quotations shall reflect credits as well as extras.

3.19.7 Contractor shall furnish written warranties using the form directed by Owner or Engineer.

3.19.8 Contractor shall secure required inspection certificates and transmit them to Engineer and Owner.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.0 SCHEDULE OF WORK (at a maximum, in calendar days)

Day 0: Contractors receipt of Notice to Proceed

Submittals, as needed, to be provided within a reasonable time.

Day 220: Contractor attains Substantial Completion

Day 250: Contractor attains Final Completion

4.1 ENGINEER

4.1.1 The Engineer is the person lawfully licensed to practice Engineering, or an entity lawfully practicing Engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Engineer" means the Engineer or the Engineer's authorized representative or such representative as the Engineer may designate, who may be employed by the Engineer as a consultant.

4.1.1.1 Each of these terms; "Engineer," "Engineer," "Engineer/Engineer," "A/E," or "Engineer/Engineer" shall mean Engineer, or an affiliate as otherwise provided in the Contract Documents, or duly authorized representatives, such representatives acting severally within scope of particular duties entrusted to them, unless otherwise provided in Contract Documents.

4.1.2 Duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

4.1.3 In case of termination of employment of the Engineer, the Owner shall appoint a new Engineer whose status under the Contract Documents shall be that of the former Engineer.

4.2 ENGINEER'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Engineer, acting in consultation with Owner's representative, will provide administration of the Contract as described in the Contract Documents: (1) during construction; (2) until final payment is due, and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Engineer will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise

modified by written instrument in accordance with other provisions of the Contract; however, such authority shall not be considered or construed as creating a fiduciary relationship between the Engineer and Owner.

4.2.2 The Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by Owner and Engineer, and as Engineer deems necessary: (1) to become generally familiar with and to keep the Owner informed about the progress and aesthetic quality of the portion of the Work completed; (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work observed is being performed in a manner indicating that the Work, when completed, will be in general accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site evaluations or inspections to check the quality or quantity of the Work. The Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety or health precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.2.1 Contractor shall reimburse Owner for compensation paid to Engineer for additional site visits made necessary by fault, neglect or request of Contractor.

4.2.3 The Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents or failure to complete Work on schedule. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2.4 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Engineer. Communications by and with the consultants shall be through the Engineer, unless otherwise approved by the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. The Engineer's presence at the Project Site shall not imply concurrence or approval of the work. Contractor shall call specific items to the Engineer's attention in writing if he wishes to obtain Engineer's opinion.

4.2.5 Based on the Engineer's observations and evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Engineer has authority to reject Work which does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Engineer will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs

13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, materials and equipment suppliers, their agents or employees, or other persons performing portions of the Work. All costs made necessary by such failure, including those of repeated procedures shall be at Contractor's sole expense, including compensation for Engineer's services and expenses.

4.2.7 The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such review and action on the part of the Engineer is limited to only those submittals required by the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review by the Engineer, Engineer's consultants and Owner, if needed. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Engineer's review shall not constitute approval of safety or health precautions or, unless otherwise specifically stated by Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's review or approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Engineer will prepare Change Orders and Construction Change Directives, or other change documents for changes in the Work for the Owner's approval and execution, and the Engineer may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Engineer and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Engineer may receive and forward to the Owner for the Owner's review and records written warranties and related documents as required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon final inspection indicating the Work complies with the requirements of the Contract Documents.

4.2.10 If the Owner and Engineer agree, Engineer will provide one or more project representatives to assist in carrying out the Engineer's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11 The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is

made concerning the time within which interpretations required of the Engineer shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Engineer to furnish such interpretations until twenty (21) days after written request is received.

4.2.12 Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

4.2.13 The Owner's and Engineer's decisions on matters relating to aesthetic effect will be final, if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of, or relating to, the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.1.1 Claims must contain following:

- .1 Date of the event giving rise to such Claim and, if applicable, date when the event ceased;
- .2 Nature of occurrence or condition giving rise to the Claim;
- .3 Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;
- .4 An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;
- .5 An estimate of the effect upon the Project Schedule, including a comparison of Project Construction Schedule and schedules prepared in connection with the Claim. If required by Owner or Engineer, this shall include showing in CPM format, both critical and non-critical path activities affected and showing Project Construction Schedule and Claim sequences, durations and float substantiating delay claimed.

4.3.2 Decision of Engineer. Claims, including those alleging an error or omission by the Engineer, shall be referred initially to the Engineer for action as provided in Paragraph 4.4. A decision by the Engineer and Owner, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of: (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed.

4.3.3 Time Limits on Claims initiated prior to Final Payment. Claims by either party must be initiated and submitted within **twenty-one (21)** days after occurrence of the event giving rise to such Claim or within **twenty-one (21)** days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated and submitted by written notice to the Engineer and the other party. An additional Claim made after the initial Claim has been implemented by Change Order

will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing or as provided in Sub-paragraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed. The Engineer will promptly investigate and evaluate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made and submitted within **twenty-one (21)** days after the Engineer has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Engineer; (2) an order by the Owner to stop the Work where the Contractor was not at fault; (3) a written order for a minor change in the Work issued by the Engineer; (4) failure of payment by the Owner; (5) termination of the Contract by the Owner; (6) Owner's suspension, or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.8 Claims for Additional Time

4.3.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall demonstrate that the task is on the critical path and identify the new completion date. In the case of a continuing delay, only one Claim is necessary.

4.3.8.1.1 The Contractor's request for an increase in the time shall be submitted with pay applications. The delay impacting the critical path shall be addressed no later than the pay application for the month following the month in which the time was lost.

4.3.8.1.2 Only delay impacting the critical path of the Work shall be considered when determining if Contractor is entitled to additional time.

4.3.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, that weather conditions had an adverse effect on the scheduled construction and that the activities delayed by weather were on the critical path.

4.3.8.2.1 Acceptable data for substantiating a claim for additional time will be local official records. Furthermore, the effect of such abnormal weather must be demonstrated.

4.3.8.3 Claims for increase in Contract Time shall set forth in detail the circumstances that form the basis of the Claim, date upon which each cause of delay began to affect progress of Work, date upon which each cause of delay ceased to affect progress of Work and the number of days' increase in Contract Time claimed as a consequence of each such cause of delay. Contractor shall provide such supporting documentation as Owner or Engineer may require including, where appropriate, a revised construction schedule indicating all activities affected by circumstances forming the basis of the Claim.

4.3.8.4 Contractor shall not be entitled to a separate increase in Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on progress of Work or for concurrent delays due to fault of Contractor.

4.3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21)** days after first observance. The notice shall provide sufficient detail to enable the other party to investigate and evaluate the matter.

4.3.10 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive, so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.11 Owner reserves the right to audit the Contractor's costs and bid documents if Contractor files a claim against Owner.

4.3.12 Contractor, not owner, shall handle any disputes which may arise between subcontractor and owner.

4.3.13 Owner will only be required to pay for materials actually received and/or services actually provided. Owner shall not be required to pay for materials or services described in the contract that are not used or provided by the contractor in completion of the contract. This term supersedes any contradicting terms throughout the contract and or any attachments.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Engineer:

Claims, including those alleging an error or omission by the Engineer but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Engineer for decision. An initial decision by the Engineer shall be required as a condition precedent to mediation, arbitration (if allowed) or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Engineer with no decision having been rendered by the Engineer. The Engineer will not decide disputes between the Contractor and persons or entities other than the Owner.

4.4.2 The Engineer will review Claims and within **twenty-one (21)** days of the receipt of the Claim take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the Claim in whole or in part; (3) recommend approval of the Claim by the other party; (4) suggest a compromise, or (5) advise the parties that the Engineer is unable to resolve the Claim, if the Engineer lacks sufficient information to evaluate the merits of the Claim or if the Engineer concludes that, in the Engineer's sole discretion, it would be inappropriate for the Engineer to resolve the Claim.

4.4.3 In evaluating Claims, the Engineer may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Engineer in rendering a decision. The Engineer may request the Owner to authorize retention of such persons at the Owner's expense.

4.4.4 If the Engineer requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request and shall either, provide a response on the requested supporting data, advise the Engineer when the response or supporting data will be furnished, or advise the Engineer that no supporting data will be furnished. Within **twenty-one (21)** days of receipt of the response or supporting data, if any, the Engineer will either reject or approve the Claim in whole or in part.

4.4.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Engineer, the Engineer will notify the parties in writing that the Engineer's decision will be made within seven (7) days. Upon expiration of such time period, the Engineer will render to the parties the Engineer's written decision relative to the Claim. If any change in the Contract Sum or Contract Time or both is included as part of the Engineer's decision, Engineer will be required to submit his decision to the Brazos County Commissioners Court for final approval. If there is a surety and there appears to be a possibility of a Contractor's default, the Engineer may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 Engineer and Engineer's consultants may, but are not required to, communicate directly with any Subcontractor, Sub-subcontractor, or materials supplier when it is necessary to obtain information necessary for the Engineer or Engineer's consultants to complete its services on the Project. The Engineer shall endeavor to keep Contractor informed of conversations. Requests for information, interpretation or clarification, and correspondence must all be in writing and must be routed through Contractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen (14) days after award of the Contract, shall furnish in writing to the Owner through the Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to which the Owner or Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected, if the Owner or Engineer makes reasonable objection to such change. Acceptance of the substitute Subcontractor after previous acceptance of a Subcontractor

for any portion of the work shall not constitute reason for an increase in the Contract amount.

5.3 SUBCONTRACTUAL RELATIONS.

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Engineer. Each subcontractor agreement shall preserve and protect the rights of the Owner and Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2 Contractor is fully responsible for acts and omissions of Subcontractors, and persons either, directly or indirectly, employed by them or under their control, as Contractor is for their own employees.

5.3.3 Nothing in Contract Documents creates any contractual relationship between any Subcontractor or Sub-subcontractor, or other levels of contractors and subcontractors, and Owner or Engineer, except for provisions in paragraph 5.4.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- .1 Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing, and
- .2 Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such Assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted.

5.4.3 Contractor will provide copies of its subcontracts, agreements and current information on status of its accounts, upon demand by Owner.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction of operations on the site under Conditions of the Contract identical, or substantially similar, to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction of operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles, 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate Contractors' completed, or partially completed construction, is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities

or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up after reasonable written notice and the cost will be paid by those responsible.

ARTICLE 7 **CHANGES IN THE WORK**

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor and an order for a minor change in the Work may be issued by the Engineer alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.1.4 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Engineer and signed by the Owner, Contractor and Engineer, stating their agreement upon all of the following:

- .1** a change in the Work;
- .2** the amount of the adjustment in the Contract Sum, if any, and
- .3** the extent of the adjustment in the Contract Time, if any.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those

listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner and Engineer directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

- .5 additional costs of supervision and field office personnel directly attributable to the change; and
- .6 the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:
 - A. for Contractor, for any work performed by his own forces, 15% of the cost;
 - B. for each subcontractor involved, work performed by his own forces, 10% of the cost;
 - C. for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If the net value of a change results in a credit from Contractor or subcontractor, the credit given shall be the net cost, overhead and profit.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Engineer will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 To the extent allowed by law, the Engineer has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 **TIME**

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve substantial completion of the Work not later than two hundred and twenty (220) calendar days from the date of commencement, subject to adjustments of the time for completion as provided in this Agreement.

8.1.2 The date of commencement of the Work shall be effective upon the final approval

of the Agreement, receipt of performance and payment bonds and receipt by the Contractor of the written notice to proceed from either the Owner or the Engineer.

8.1.3 The date of Substantial completion is the date certified by the Engineer in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the contract documents shall mean calendar day.

8.1.5 The term "critical path" as used in the Contract Documents shall mean the project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

8.1.6 The term "free slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying another task.

8.1.7 The term "total slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying the finish date of the project.

8.2 PROGRESS AND COMPLETION

8.2.1 The Contractor agrees and understands the "TIME IS OF THE ESSENCE" for anytime time periods referenced in this Contract. The Contract further agrees to the referenced times as being reasonable for performing the work."

8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere or store materials or equipment on site prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents and a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.4 Contractor and their Subcontractors shall complete and coordinate Work in accordance with established schedule.

8.2.5 Contractor is responsible for expediting Work, identifying potential conflicts and coordination problems, and proposing measures to avoid such problems

8.2.6 Whenever it becomes apparent that any activity completion date may not be met, unless delay is related to an approved extension of time, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;

- .1** increase number of working hours per shift, shifts per working days, working days per week, or amount of construction equipment, or any combination of foregoing which will substantially eliminate backlog of Work,

- and put Project back on schedule, and/or,
- .2 increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,
- .3 reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

8.2.7 If Contractor fails to take any of actions indicated in subparagraph 8.2.6 within three (3) days after receiving written notice, Owner may take action to attempt to put Project back on schedule, and deduct cost of such actions from money due or to become due Contractor, or shall be grounds for determination by Owner that Contractor is not prosecuting Work with such diligence as will insure completion within Contract Time. Upon such determination, Owner may terminate Contractor's right to proceed with Work, or any separable part thereof, in accordance with provisions of Article 14.

8.2.8 Contractor shall bear cost of any services of Engineer made necessary by delays in completion of Work due to actions or inactions of Contractor or any Subcontractors. Contractor shall promptly pay any such cost upon demand by Owner. At Owner's option, these costs may be deducted from any amounts otherwise due Contractor.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Except as otherwise provided in the Contract Documents, if the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, adverse conditions as provided for in 4.3.8.2, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer and Owner may determine.

- .1 If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;
- .2 No extension of time will be allowed for Saturdays, Sundays, or holidays unless the Contract requires and stipulates overtime work and it has been approved in writing by Owner; and
- .3 Time extensions will not be allowed for drying of materials when it is possible for the Contractor to enclose area and materials or use an acceptable drying process.

8.3.2 There will be no delay claims by Contractor if the Contractor finishes the Project early, even if owner delays the work.

8.3.3 Claims relating to time shall be made in accordance with applicable provision of Paragraph 4.3.

8.3.4 If Contract Time is extended pursuant to paragraph 8.3, such extension shall be the exclusive remedy of Contractor and said Contractor shall not be entitled to recover damages from Owner or Engineer.

8.3.4 Owner's exercise of any of its rights under "ARTICLE 7 - CHANGES IN THE WORK," regardless of the extent of number of such changes, or requirement of correction

or re-execution of defective work, or extent of number of Engineer's interpretations or clarifications of the Contract Documents, shall not, under any circumstances, be construed as neglect or intentional interference with Contractor's performance of the Work.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is **FIVE MILLION, NINE HUNDRED AND FOUR THOUSAND, FOUR HUNDRED AND FORTY THREE DOLLARS AND TWENTY FIVE CENTS (\$5,904,443.25)** and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

9.2 SCHEDULE OF VALUES

9.2.1 Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.2 The Engineer will provide to the Contractor a list of the portions or sections of work for which he wishes to have separate values included and those items for which he will require material quantities to be shown.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Unless otherwise provided in the Contract Documents; at least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the contractor's right to payment including the most current Contractors Construction Schedule and/or copies of requisitions from Subcontractors and material providers as the Owner or Engineer may require, and reflecting retainage if provided for elsewhere in the Contract documents.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.4 The Contractor shall submit his Application for Payment, amounting to 95% of the cost of the work performed and 95% of the materials on hand in accordance with paragraph 9.3.2 above, as of the last day of each month.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment and the Engineer's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Engineer determines is properly due or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Engineer's Certificate for Payment shall be based, in part, on the recommendation of the Contractor. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has: (1) made exhaustive or continuous on-site evaluations and/or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Engineer may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Engineer's opinion, the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also decide not to certify payment or, because of subsequently discovered evidence or

subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss because of:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 persistent failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to comply with the approved Project Construction Schedule;
- .9 erroneous estimates by the Contractor or a Sub-contractor of values of Work performed, or
- .10 the existence of any event of default under the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Engineer.

9.6.1.1 Owner will make partial payments to Contractor within thirty (30) days after receipt of Certificate for Payment from Engineer.

9.6.1.2 Owner may withhold payment to Contractor notwithstanding Engineer's certification, if it is necessary, in Owner's opinion, to do so to protect Owner from loss due to any of the reasons set forth in Subparagraphs 9.5.1.1 through 9.5.1.10, inclusive.

9.6.2 The Contractor shall pay each Sub-contractor any due amounts in accordance with Texas Law. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

9.6.3 The Engineer will, on request, furnish to a Sub-contractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer on account of portions of the Work done by such Sub-contractor.

9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to

contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Engineer shall have an obligation to pay, or to see to the payment of money, to a Subcontractor except as may otherwise be required by law.

9.6.5 Contractor's payment to material suppliers and equipment suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1. If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Engineer, then the Contractor may, upon seven (7) additional days' written notice to the Owner or Engineer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.8.2 Unless otherwise provided in the Contract Documents, when the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall thoroughly inspect the Work and prepare and submit to the Engineer a comprehensive list of items to be completed or corrected, Contractor's Notice of Substantial Completion, and a written request for Engineer's review of the Work. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon approval of Substantial Completion by Brazos County, Contractor has thirty (30) days to reach Final Completion of the Work.

9.8.3 Unless otherwise provided in the Contract Documents, after receipt of the Contractor's Notice of Substantial Completion and the Contractor's list, the Engineer and Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's and Owner's inspections disclose any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, the Contractor shall then submit another Contractor's Notice of Substantial Completion and a request for another inspection by the Engineer and Owner to determine Substantial Completion.

9.8.4 When the Work is substantially complete, the Engineer will prepare a Certificate

of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy, or use, any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy, or use, may commence whether or not the portion is substantially complete provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion, the Contractor shall prepare and submit a list to the Engineer as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer.

9.9.2 Immediately prior to such partial occupancy, or use, the Owner, Contractor and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application

for Payment, the Engineer and Owner will in a reasonable time, make such inspection and when the Engineer and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

9.10.2 Unless otherwise provided in the Contract Documents, neither final payment nor any remaining retained percentage shall become due until the Contractors submits to the Engineer: (1) an affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Document to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment, and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, for Owner's review and approval. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

9.10.3 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents and if bonds have been furnished the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.3.1 Final payment constituting entire unpaid balance of Contract Amount will be paid by Owner to Contractor within thirty (30) days after final Certificate for Payment has been issued by Engineer.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

- .1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2** failure of the Work to comply with the requirements of the Contract Documents;
- .3** terms of special warranties required by the Contract Documents, or
- .4** non-conforming, faulty or defective Work appearing at or after final payment.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety and health precautions and programs in connection with the performance of the Contract. This requirement applies continuously and is not limited to normal Working hours.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall at all times conduct all operations under this Agreement in a manner to avoid the risk of bodily injury or risk of damage to the following:

- .1** employees on the Work and other persons who may be affected thereby, to include but not limited to the Owner and Engineer and their consultants and employees;
- .2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, standards, rules, regulations, policies and lawful orders of public authorities (including reference standards issued under the Occupation Safety Act and the Occupancy Safety and Health Administration) bearing on safety and health of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, such as driving, or removal of piles, wrecking,

demolition, excavation or other similar potentially dangerous work is necessary, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give Owner reasonable advance notice. Contractor is fully responsible for any and all damages, claims, and for the defense of all actions against Owner and Engineer, and their consultants and employees resulting from the prosecution of such work.

10.2.4.1 Use or storage of explosives is prohibited.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible, properly trained and qualified member or members of the Contractor's organization at the site whose duties shall be the prevention of accidents, damage to property and to supervise and train personnel in the use of dangerous and hazardous equipment, materials and substances necessary for the execution of the Work. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

10.2.7 The Contractor shall not permit any part of the construction or site, including new construction or existing facilities to be loaded with weights that will exceed design loads or so as to endanger safety of persons or property or cause damage or create an unsafe condition.

10.2.8 Contractor shall give notice in writing at least forty-eight (48) hours or longer if required by affected parties before breaking ground, to all persons having interests on or near site, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, agencies, authorities, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Engineer resulting from performance of such Work in connection with or arising out of Contract.

10.2.9 All parts of Work shall be braced to resist wind or other loads. Contractor shall perform Work with the explicit understanding that the design of the Project is based on all parts of Work having been completed and as such, the methods of performance of each part of Work shall be done accordingly.

10.2.10 Temporary items such as, but not limited to: scaffolding, staging, lifting and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of Project shall be the responsibility of the Contractor and its Subcontractors and shall comply with all applicable codes and regulations. It shall not be responsibility of Owner, Engineer or their representatives to determine if Contractor, Subcontractors or their representatives are in compliance with the aforementioned regulations.

10.2.11 The Contractor shall comply with all Federal Occupational Safety and Health Administration Hazard Communications Act (HAZCOM) requirements, including properly maintaining Materials Safety Data Sheets (MSDS) at the Project site. The Contractor shall ensure that all MSDS are compiled in a single location at the Project site, and are available to the regulating agencies. The Contractor shall indemnify and hold harmless the Owner and Engineer for their respective failure to comply with this provision.

10.2.12 The Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations. Contractor shall also be responsible for reimbursement of any OSHA fines incurred by the Engineer for Project site safety conditions created or controlled by the Contractor that result in the Engineer receiving a citation under the OSHA multi-employer citation provision.

10.2.13 The Contractor shall notify Owner's and Engineer's personnel upon arrival to the Project site of any known safety or health hazards at the Project and the precautions they should take.

10.2.14 The Contractor shall provide safety and health equipment (excluding boots) for the Owner and Engineer to protect them from safety and health risks during the performance of their services during the construction of the Project.

10.2.15 The Engineer's review of Contractor's performance does not include review of adequacy of Contractor's safety or health measures.

10.3 HAZARDOUS MATERIALS OR SUBSTANCES

10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB) encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, in writing, with a copy to the Engineer.

10.3.1.1 The term "hazardous materials or substance" also includes, but is not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants or other pollutants, excluding mild chemicals used in the cleaning of finished building materials.

10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance

reported by the Contractor and in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is to the fault or negligence of the party seeking indemnity.

10.3.4 The Engineer and Engineer's consultants and employees shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons, to hazardous materials or toxic substances in any form at the Project site.

10.3.5 The Owner and Engineer shall not be responsible under Paragraph 10.3 for hazardous materials and substances brought to the Project site by the Contractor unless such materials or substances were required by the Contract Documents and the Contractor so notified the Owner and Engineer. The Contractor shall notify the Owner and Engineer prior to bringing any hazardous material or substance onto the Project site.

10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

10.4 EMERGENCIES

10.4.1 In an emergency affecting safety or health of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3. and Article 7.

10.4.2 The Contractor shall promptly report in writing to Owner and Engineer all accidents arising out of, or in connection with, the performance of the Work, whether on or off the site, which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious

property damages are caused, the accident shall be reported immediately by telephone or messenger to Owner and Engineer.

ARTICLE 11

INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Texas such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor or by anyone directly, or indirectly, employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 claims for damages because of bodily injury, sickness, disease or death of any person other than the Contractor's employees or persons or entities excluded by statute from requirements of Subparagraph 11.1.1.1, but required by Contract Documents to provide insurance required by that Subparagraph;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained by: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (2) by another person;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations;
- .8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - (1) Premises Operations (including X, C and U coverages as applicable).
 - (2) Independent Contractors' Protective.
 - (3) Products and Completed Operations.
 - (4) Personal Injury Liability with Employment Exclusion deleted.
 - (5) Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.
 - (6) Owned, non-owned and hired motor vehicles.
 - (7) Broad Form Property Damage including Completed Operations.
- .10 If General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable

extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than the limits of liability specified in the Bid documents or as required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation:
 - (a) State: **Texas Statutory**
 - (b) Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries):
Statutory: Not Applicable
 - (c) Maritime: **Not Applicable**
 - (d) Employer's Liability: **\$ 500,000** each accident
\$ 500,000 disease, policy limit
\$ 500,000 disease, each employee
 - (e) Benefits required by union labor contracts: **As Applicable**
 - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (b) Property Damage: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate
 - (c) Products and Completed Operations Insurance to be maintained for a minimum period of **five (5)** year(s) after final payment:
 - (d) Property Damage Liability Insurance shall include coverage for the following hazards:
 - 1) X (Explosion).
 - 2) C (Collapse).
 - 3) U (Underground).
 - (e) Broad Form Property Coverage shall include Completed Operations.
 - (f) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
3. Contractual Liability:
 - (a) Bodily Injury: **\$ 1,000,000** each occurrence
 - (b) Property Damage: **\$ 1,000,000** each occurrence
\$ 2,000,000 aggregate
4. Personal Injury with Employment Exclusion deleted: **\$ 1,000,000**

aggregate

5. If the General Liability coverages are provided by a Commercial Liability policy, the:
 - (a) General Aggregate shall be not less than **\$ 2,000,000** and it shall apply, in total, to this Project only.
 - (b) Fire Damage Limit shall be not less than **\$ 100,000** on any one Fire.
 - (c) Medical Expense Limit shall be not less than **\$ 10,000** on any one person.
 - (d) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)
6. Umbrella Excess Liability: **\$ 2,000,000** over primary insurance
\$ 10,000 retention for self-insured hazards each occurrence
7. Business Auto Liability (including owned, non-owned and hired vehicles):
 - (a) Bodily Injury: **\$ 500,000** each person
\$ 1,000,000 each accident
 - (b) Property Damage: **\$ 500,000** each occurrence
 - (c) "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Note: The State of **Texas** has a no-fault automobile insurance requirement. Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be canceled, or allowed to expire, until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. Not later than ten (10) days from award of bid, Contractor shall deliver to the Owner, copies of the insurance certificate in accordance with the above requirements naming Owner as additional insured.

11.2 OWNER'S LIABILITY INSURANCE:

11.2.1 The Owner reserves the right to be self-insured for any and all insurance of any kind, type, or nature required by the Contract Documents.

11.2.1.1 Contractor shall purchase and maintain insurance covering Owner's contingent liability for claims which may arise from operations under the Contract.

- .1** Bodily Injury:
\$ 1,000,000 each occurrence

- \$ 1,000,000 aggregate**
- .2 Property Damage:**
- \$ 1,000,000 each occurrence**
\$ 1,000,000 aggregate

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus Engineer fees, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors and Sub-subcontractors as their interests may appear in amount equal to contract sum for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

11.3.2 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

11.3.3 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Not later than ten (10) days from and after the date on which the award of the bid is made by the Owner, Contractor shall execute, as Principal, bonds joined in by a Surety Company of the Contractor's choice, generally referred to as a "Performance Bond" and a "Payment Bond," each in a penal sum equal to 100% of the Contract Sum. The Bonds shall be on the form provided by Owner and shall be compatible with provisions of governing authorities. Contractor shall file bonds with the Owner.

11.4.2 Surety Company executing bonds shall be acceptable to Owner and shall be authorized to do business in the State of Texas.

11.4.3 Surety Company shall list the address and phone number of the home office of its' principal place of business. Surety shall also provide the name, address and phone number of the local Agent issuing the bonds.

11.4.4 Contractor shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.

11.4.5 Contractor shall deliver required bonds to Owner not later than three (3) days following the date the Agreement is entered into, or if Work is to be commenced prior thereto in response to a letter of intent, Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that such bonds will be furnished.

11.4.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.4.7 Contractor shall keep surety informed of progress of Work and where necessary, obtain surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other information required by surety.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Engineer's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Engineer, Owner or governing authority has not specifically requested to examine prior to its being covered, the Engineer, Owner or governing authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such cost and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Engineer, Owner or governing authority or failing to conform to the requirements of the Contract Documents, whether observed before, or after, Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such

rejected Work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligation under Paragraph 3.5, if, within one (1) year after the date of Substantial Completion of the Work, or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Document, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.2.2 The one (1) year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.2.3 The one (1) year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.2.4 Upon request of Owner and prior to expiration of one (1) year from date of Substantial Completion, Engineer may conduct, and Contractor shall attend, a meeting with Owner to review facility operations and performance.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed, or damaged, construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one (1) year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of Engineers, engineers, testing agencies, consultants, attorneys and other professionals). Such adjustment shall be effected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.

ARTICLE 13 **MISCELLANEOUS PROVISIONS**

13.1 GOVERNING LAW: The Contract shall be governed by the laws of the State of Texas and venue shall be at all times Brazos County, Texas. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to lender providing construction financing for the Project. If the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Engineer. In case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for

payment of any liens, claims, or amounts due to governments or any of their funds.

13.3 WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered or sent by registered or certified mail or by courier service providing proof of delivery to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the County shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the testing agency, Project inspector (if any), public authorities and (if requested), Engineer timely notice of when and where tests and inspections are to be made so that they may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Engineer, Owner, Project inspector (if any), or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Project inspector (if any), or Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the testing agency, project inspector (if any), governing agency, and (if requested), Engineer of when and where tests and inspections are to be made so they may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, laws, statutes, ordinances, codes, rules or regulations, all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer and Project inspector (if any).

13.5.5 If the Engineer, Owner or Project inspector (if any), is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and where practicable, at the normal place of testing.

13.5.6 Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing for public entities under the laws of the State of Texas.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion.** Before Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment.** As to acts or failures to acts occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment.** As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8 EQUAL OPPORTUNITY

13.8.1 Contractor shall maintain policies of employment as follows:

- .1** Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.

- .2 Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.9 NON-DISCRIMINATION

13.9.1 In performance of Work, Contractor and Subcontractors agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to the following; employment, upgrading, demotion, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the work is stopped for a period of thirty (30) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under the Contract with the Contractor, for any of the following reasons:

- .1 issuance of an order of a court or other public authority having jurisdiction;
- .2 an act of government, such as a declaration of national emergency, making material unavailable;
- .3 because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven (7) additional days written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor or their agents, employees or any other persons performing portions of the Work under the Contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1** persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2** fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the Subcontractors;
- .3** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist and the Owner believes that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1** take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor;
- .2** accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3** finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2** that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience

and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 **ACCESS TO THE WORK**

15.1 Engineer, the Owner, and their authorized representatives, shall have access at all times to the work for inspection wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 16 **STANDARDS**

16.1 Any material specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of these Specifications, except as limited to type, class or grade, or modified in such reference.

16.2 The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Engineer will furnish, upon request, information as to how copies of the standards referred to may be obtained.

16.3 It is not the intent of the Specifications to limit materials to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a definite standard and a reference for comparison of quality, application, physical conformity and other characteristics. It is not the intention to discriminate against, or prevent, any dealer, jobber or manufacturer from furnishing materials, equipment and fixtures which, in the judgment of the Engineer, expressed in writing, meet or exceed the characteristics of the specified items.

ARTICLE 17
PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

17.1 No officer or employee of Brazos County, Texas, shall have a financial interest, direct or indirect, in this Agreement or shall be financially interested, directly or indirectly, in the sale of any materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this Article shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Article with the knowledge, express or implied, of the Contractor or Subcontractors shall render this Agreement voidable by Brazos County.

ARTICLE 18
PREVAILING WAGE RATES

18.1 PREVAILING WAGE RATE DETERMINATION

18.1.1 Chapter 2258, Texas Government Code, Title 10, requires state agencies, cities, counties, independent school districts and all other political subdivisions that engage in construction projects using public funds to include prevailing wage rates in the project bid documents and the construction contract.

ARTICLE 19
AUTHORITY TO CONTRACT

The County Judge is authorized to execute this Agreement upon the Commissioners Court's approval of the Agreement as set forth in the minutes of the Court's OCTOBER 24, 2023, meeting.

This Agreement is entered into in as of the day and year first written above and is executed in at least three (3) original copies of which one (1) is to be delivered to the Contractor, one (1) to the Engineer for use in the administration of the Contract, and the remainder to the Owner.

OWNER:

BRAZOS COUNTY, TEXAS

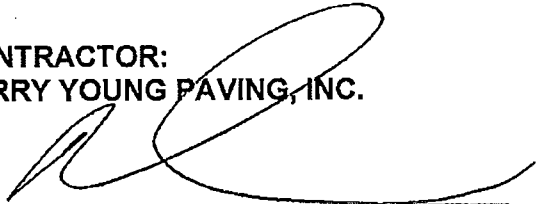


Brazos County Judge
330 South Texas Ave., Suite 332
Brazos, Texas 77803

Date: 10-24-23

CONTRACTOR:

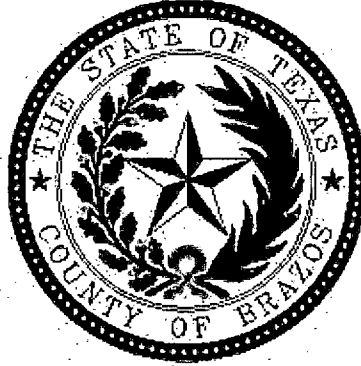
LARRY YOUNG PAVING, INC.



LARRY YOUNG PAVING, INC.

Date: 10-12-23

ATTACHMENT "A"
I&GN ROAD RECONSTRUCTION
REQUEST FOR PROPOSAL CIP 23-608



REQUEST FOR PROPOSALS

RFP NO. CIP 23-608

I&GN Road Reconstruction

SEALED PROPOSALS TO BE SUBMITTED BEFORE:

Tuesday, September 19, 2023, 2:00pm CST

TO THE:

BRAZOS COUNTY

PURCHASING DEPARTMENT

200 S. Texas Ave. Suite 352

Bryan, TX 77803

Phone: (979) 361-4290

Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the RFP. Any such contact will be grounds for rejection of the vendor's proposal.

In compliance with this solicitation, the undersigned proposer having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following RFP for furnishing the material and/or services listed on the attached bid form and agrees to deliver said items at the locations and for the prices set forth on the bid form.

Company Name: Larry Young Paving, Inc.

By (Print): Mark Schinzler Title: COO

Physical Address: 1852 Silver Hill Rd. Bryan, TX 77807

Mailing Address: PO Box 11779 College Station TX 77842

Telephone: 979 823 4888 Fax: 979 823 4884 E-Mail: m.schinzler@larryyoungpaving.com

T. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Proposal or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: Larry Young Paving, Inc.

Address: Po Box 11779 College Station, TX 77842

Proposer's Name: Mark Schinzler

Position/Title: COO

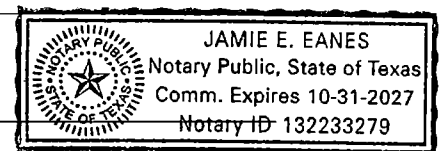
Proposer's Signature: _____

Date: 8.29.23

Subscribed and sworn to me on this 29 day of Aug in the year 2023

Jamie Eanes
Notary Public

My Commission expires 10/31/2023



U. ADDENDA

The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. 1 No. _____ No. _____

Date 9.14.23 Date _____ Date _____

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city government. The names are listed in alphabetical order, and each name is followed by the name of the office to which the person has been appointed.

V. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Contractor, and that the contents of this bid have not been communicated to any other Contractor prior to the official opening.

Signed By: [Signature] Title: CDD

Typed Name: Mark Schinzier

Company Name: Larry Young Paving, Inc.

Mailing Address: PO BOX 11779
P.O. Box or Street City State Zip

Employer Identification Number: 20-3237385

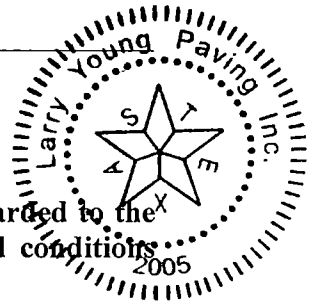
CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. CIP 23-608

By signing below, Brazos County agrees that this RFP CIP 23-608 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court [Signature]

Date: OCTOBER 24, 2023

Attest: Brazos County Clerk [Signature]



BID FORM
Addendum #1 - REVISED
I&GN Road Rehabilitation
Brazos County, Texas

GE Job #: 17-0790, GLS Job #: 619027

General Items

| Item # | Item | Quantity | Units | Unit Cost | Total |
|----------------------------------|------------------------------------|----------|-------|---------------|----------------------|
| 100 | Mobilization, Bonds, and Insurance | 1 | LS | \$ 300,000.00 | \$ 300,000.00 |
| 101 | Traffic Control | 1 | LS | \$ 75,000.00 | \$ 75,000.00 |
| 102 | Erosion Control | 1 | LS | \$ 56,000.00 | \$ 56,000.00 |
| 103 | Temporary Mailboxes | 37 | EA | \$ 85.00 | \$ 3,145.00 |
| 104 | Permanent Single Mailbox | 20 | EA | \$ 580.00 | \$ 11,600.00 |
| 105 | Permanent Double Mailbox | 2 | EA | \$ 680.00 | \$ 1,360.00 |
| 106 | Permanent Multiple Mailbox | 3 | EA | \$ 1,300.00 | \$ 3,900.00 |
| 107 | Permanent T-Post 5 Strand Fence | 2611 | LF | \$ 11.00 | \$ 28,721.00 |
| 108 | Roadway Signage | 13 | EA | \$ 1,100.00 | \$ 14,300.00 |
| 109 | 36"x36" Stop Sign | 7 | EA | \$ 1,400.00 | \$ 9,800.00 |
| 110 | Stop Bar Striping | 7 | EA | \$ 180.00 | \$ 1,260.00 |
| 111 | Temporary Fencing (~680 LF) | 1 | LS | \$ 7,200.00 | \$ 7,200.00 |
| Sub Total - General Items | | | | | \$ 512,286.00 |

Demolition

| Item # | Item | Quantity | Units | Unit Cost | Total |
|-------------------------------|------------------------------------|----------|-------|--------------|---------------------|
| 200 | Remove Existing Culverts | 1061 | LF | \$ 21.00 | \$ 22,281.00 |
| 201 | Remove Existing Concrete Headwalls | 50 | LF | \$ 94.00 | \$ 4,700.00 |
| 202 | Clearing & Grubbing | 1 | LS | \$ 51,000.00 | \$ 51,000.00 |
| Sub Total - Demolition | | | | | \$ 77,981.00 |

Storm / Drainage

| Item # | Item | Quantity | Units | Unit Cost | Total |
|--------|---|----------|-------|---------------|---------------|
| 300 | Trench Safety | 1,652 | LF | \$ 0.50 | \$ 826.00 |
| 301 | 15" 4:1 Safety End Treatments, Complete in place | 24 | EA | \$ 1,100.00 | \$ 26,400.00 |
| 302 | 18" 4:1 Safety End Treatments, Complete in place | 26 | EA | \$ 1,100.00 | \$ 28,600.00 |
| 303 | 21" 4:1 Safety End Treatments, Complete in place | 2 | EA | \$ 1,700.00 | \$ 3,400.00 |
| 304 | 24" 4:1 Safety End Treatments, Complete in place | 10 | EA | \$ 1,700.00 | \$ 17,000.00 |
| 305 | 30" 4:1 Safety End Treatments, Complete in place | 2 | EA | \$ 2,700.00 | \$ 5,400.00 |
| 306 | 15" RCP Class III Pipe | 560 | LF | \$ 100.00 | \$ 56,000.00 |
| 307 | 18" RCP Class III Pipe | 520 | LF | \$ 100.00 | \$ 52,000.00 |
| 308 | 21" RCP Class III Pipe | 48 | LF | \$ 130.00 | \$ 6,240.00 |
| 309 | 24" RCP Class III Pipe | 264 | LF | \$ 130.00 | \$ 34,320.00 |
| 310 | 30" RCP Class III Pipe | 48 | LF | \$ 160.00 | \$ 7,680.00 |
| 311 | Culvert Markers, Complete in Place | 10 | EA | \$ 160.00 | \$ 1,600.00 |
| 312 | 2 - 60" RCP Class IV Pipe (STA 13+29.64) | 55 | LF | \$ 1,400.00 | \$ 77,000.00 |
| 313 | 3 - 30" RCP Class IV Pipe (STA 46+96.50) | 51 | LF | \$ 560.00 | \$ 28,560.00 |
| 314 | 3 - 60" RCP Class IV Pipe (STA 38+62.44) | 53 | LF | \$ 2,100.00 | \$ 111,300.00 |
| 315 | 3 - 60" RCP Class IV Pipe (STA 10+10.61) | 53 | LF | \$ 2,100.00 | \$ 111,300.00 |
| 316 | Concrete Headwalls w/ Flared Wings for 3 - 60" RCP Culverts at 15° Skew @ 2:1 Slope (STA 10+10.61) Per TxDot Detail (CH-FW-15) w/ Structural Backfill and Concrete Apron w/ Concrete Energy Dissipators | 1 | EA | \$ 39,000.00 | \$ 39,000.00 |
| 317 | Concrete Headwalls w/ Parallel Wings for 3 - 60" RCP Culverts at 15° Skew @ 2:1 Slope (STA 10+10.61) per Headwall Detail C1004 w/ Structural Backfill | 1 | EA | \$ 45,000.00 | \$ 45,000.00 |
| 318 | Concrete Headwalls w/ Flared Wings for 2 - 60" RCP Culverts at 15° Skew @ 2:1 Slope (STA 13+29.64) Per TxDOT Detail (CH-FW-30) w/ Structural Backfill and Concrete Apron w/ Concrete Energy Dissipators | 1 | EA | \$ 26,000.00 | \$ 26,000.00 |
| 319 | Concrete Headwalls w/ Parallel Wings for 2 - 60" RCP Culverts at 15° Skew @ 2:1 Slope (STA 13+29.64) per Headwall Detail C1004 w/ Structural Backfill | 1 | EA | \$ 104,000.00 | \$ 104,000.00 |
| 320 | Concrete Headwalls w/ Parallel Wings for 3 - 60" RCP Culverts at 0° Skew @ 2:1 Slope (STA 38+62.44) TXDOT Detail (CH-PW-0) w/ Structural Backfill | 1 | EA | \$ 34,000.00 | \$ 34,000.00 |

BID FORM
Addendum #1 - REVISED
I&GN Road Rehabilitation
Brazos County, Texas

| 321 | Concrete Headwalls w/ Flared Wings for 3 - 60" RCP Culverts at 0° Skew @ 2:1 Slope (STA 38+62.44) TXDOT Detail (CH-FW-0) w/ Structural Backfill and Concrete Apron w/ Concrete Energy Dissipators | 1 | EA | \$ 39,000.00 | \$ 39,000.00 |
|-----------------------------------|---|----------|-------|--------------|----------------------|
| 322 | Concrete Headwall / Flared Wings for 3 - 30" RCP Culverts at 0° Skew @ 4:1 Slope (STA 46+96.50) TXDOT Detail (CH-FW-0) w/ Structural Backfill with Concrete Apron w/ Concrete Energy Dissipators | 1 | EA | \$ 22,000.00 | \$ 22,000.00 |
| 323 | Concrete Headwalls w/ Parallel Wings for 3 - 30" RCP Culverts @ 4:1 Slope (STA 46+96.50) TXDOT Detail (CH-PW-0) w/ Structural Backfill | 1 | EA | \$ 36,000.00 | \$ 36,000.00 |
| Sub Total - Storm/Drainage | | | | | \$ 912,626.00 |
| Water Line | | | | | |
| Item # | Item | Quantity | Units | Unit Cost | Total |
| 400 | Trench Safety | 6342 | LF | \$ 1.25 | \$ 7,927.50 |
| 401 | Cut and Cap Existing 1.5" Waterline including related items and appurtenances | 2 | EA | \$ 1,100.00 | \$ 2,200.00 |
| 402 | Cut and Cap Existing 4" Waterline including related items and appurtenances | 2 | EA | \$ 1,100.00 | \$ 2,200.00 |
| 403 | Demo & Remove 1.5" Waterline | 1660 | LF | \$ 8.00 | \$ 13,280.00 |
| 404 | Demo & Remove 2"-2.5" Waterline | 1167 | LF | \$ 8.00 | \$ 9,336.00 |
| 405 | Demo & Remove 4" Waterline | 1028 | LF | \$ 8.00 | \$ 8,224.00 |
| 406 | Demo & Remove 8" Waterline | 11 | LF | \$ 11.00 | \$ 121.00 |
| 407 | Demo & Remove 12" Waterline | 5444 | LF | \$ 13.00 | \$ 70,772.00 |
| 408 | Saw Cut Existing Concrete Pavement, Remove & Repair (6" thickness assumed) | 175 | SY | \$ 160.00 | \$ 28,000.00 |
| 409 | Dry Bore 12" Waterline (STA 40+26 to STA 40+66) | 40 | LF | \$ 200.00 | \$ 8,000.00 |
| 410 | Remove and Salvage 12"x8" Tee & Valve Assembly, Deliver to Wellborn SUD Yard | 1 | EA | \$ 1,600.00 | \$ 1,600.00 |
| 411 | Disconnect, Relocate and Reconnect Existing Fire Hydrant Assembly on new 6" line | 1 | EA | \$ 6,400.00 | \$ 6,400.00 |
| 412 | Install Fire Hydrant Assembly on Existing 12" Line | 1 | EA | \$ 1,100.00 | \$ 1,100.00 |
| 413 | Install 1.5" Poly Waterline | 61 | LF | \$ 37.00 | \$ 2,257.00 |
| 414 | Install 2.5" PVC (ASTM D2241 SDR 21) Waterline | 80 | LF | \$ 40.00 | \$ 3,200.00 |
| 415 | Install 3" PVC (ASTM D2241 SDR 21) Waterline | 112 | LF | \$ 43.00 | \$ 4,816.00 |
| 416 | Install 4" C-900 DR14 PVC Waterline & DI Fittings | 379 | LF | \$ 48.00 | \$ 18,192.00 |
| 417 | Install 6" C-900 DR14 PVC Waterline & DI Fittings | 9 | LF | \$ 64.00 | \$ 576.00 |
| 418 | Install 8" C-900 DR14 PVC Waterline & DI Fittings | 15 | LF | \$ 80.00 | \$ 1,200.00 |
| 419 | Install 12" C-900 DR14 PVC Waterline & DI Fittings | 5686 | LF | \$ 150.00 | \$ 852,900.00 |
| 420 | Install 4" PVC Sched 40 Encasement Pipe | 162 | LF | \$ 47.00 | \$ 7,614.00 |
| 421 | Install 6" PVC Sched 40 Encasement Pipe | 115 | LF | \$ 53.00 | \$ 6,095.00 |
| 422 | 20" X 3/8" Thick steel casing with spacers, end seals, and restraining joints by open cut, complete in place (does not include carrier pipe) | 276 | LF | \$ 290.00 | \$ 80,040.00 |
| 423 | 4" Gate Valve | 6 | EA | \$ 1,600.00 | \$ 9,600.00 |
| 424 | 6" Gate Valve | 1 | EA | \$ 2,200.00 | \$ 2,200.00 |
| 425 | 8" Gate Valve | 2 | EA | \$ 2,900.00 | \$ 5,800.00 |
| 426 | 12" Gate Valve | 20 | EA | \$ 5,200.00 | \$ 104,000.00 |
| 427 | Cut in 12" x 4" Tee into existing 12" Waterline | 1 | EA | \$ 3,600.00 | \$ 3,600.00 |
| 428 | 12" x 4" Tee | 3 | EA | \$ 1,400.00 | \$ 4,200.00 |
| 429 | 12" x 6" Tee | 1 | EA | \$ 1,600.00 | \$ 1,600.00 |
| 430 | 12" x 8" Tee | 2 | EA | \$ 1,700.00 | \$ 3,400.00 |
| 431 | 12" x 12" Tee | 2 | EA | \$ 2,000.00 | \$ 4,000.00 |
| 432 | 4" x 4" Tee | 1 | EA | \$ 700.00 | \$ 700.00 |
| 433 | 12" X 1.5" Tapping Sleeve and Gate Valve | 2 | EA | \$ 860.00 | \$ 1,720.00 |
| 434 | 12" X 2.5" Tapping Sleeve and Gate Valve | 2 | EA | \$ 3,600.00 | \$ 7,200.00 |
| 435 | Long Side Single Water Service 1.5" Poly Pipe (~80-100 LF) to include 3/4" Angle Stop, Relocation and Reconnection of Existing Water Meter, Additional Poly service line on private side to connect to existing water service as needed | 5 | EA | \$ 2,700.00 | \$ 13,500.00 |

BID FORM
Addendum #1 - REVISED
I&GN Road Rehabilitation
Brazos County, Texas

| 436 | Short Side Single Water Service 1.5" Poly Pipe >15 LF to include 3/4" Angle Stop, Relocation and Reconnection of Existing Water Meter, Additional Poly service line on private side to connect to exiting water service as needed | 7 | EA | \$ 1,500.00 | \$ 10,500.00 |
|---|---|-----------------|--------------|------------------|------------------------|
| 437 | Relocate and Reconnect Existing Single Water Service to include 3/4" Angle Stop, Relocation and Reconnection of Existing Water Meter, Additional Poly service line on private side to connect to exiting water service | 4 | EA | \$ 660.00 | \$ 2,640.00 |
| 438 | Connect to Existing 1.5" Waterline | 2 | EA | \$ 1,300.00 | \$ 2,600.00 |
| 439 | Connect to Existing 2.5" Waterline | 2 | EA | \$ 1,600.00 | \$ 3,200.00 |
| 440 | Connect to Existing 3" Waterline | 2 | EA | \$ 1,900.00 | \$ 3,800.00 |
| 441 | Connect to Existing 4" Waterline | 5 | EA | \$ 2,100.00 | \$ 10,500.00 |
| 442 | Connect to Existing 8" Waterline | 3 | EA | \$ 2,400.00 | \$ 7,200.00 |
| 443 | Connect to Existing 12" Waterline | 5 | EA | \$ 2,700.00 | \$ 13,500.00 |
| Sub Total - Water Line | | | | | \$ 1,351,510.50 |
| Pavement and Earthwork | | | | | |
| <i>Item #</i> | <i>Item</i> | <i>Quantity</i> | <i>Units</i> | <i>Unit Cost</i> | <i>Total</i> |
| 500 | Mill Existing Roadway Asphalt, Base and Subgrade to be Cement Stabilized at 8" depths and used as Sub-Base and to Shoulder Up (excess to be removed Off-site) | 19580 | SY | \$ 3.75 | \$ 73,425.00 |
| 501 | Demolition of Existing Driveways and Base Material (Pulverize and Mix) | 1473 | SY | \$ 3.75 | \$ 5,523.75 |
| 502 | Earthwork - Cut to Fill, Design Grades (In Place) (see Note 1) | 7211 | CY | \$ 16.00 | \$ 115,376.00 |
| 503 | Earthwork - Cut to Haul to Design Grades (see Note 1) | 2000 | CY | \$ 14.00 | \$ 28,000.00 |
| 504 | General Fill to Design Grades (In Place) | 50 | CY | \$ 150.00 | \$ 7,500.00 |
| 505 | Earthwork - Remove and Replace Unsuitable Soils and Material with Select Fill Including Compaction (In Place). Limits of Remove and Replace to be Approved by Engineer Prior to Initiating Work. | 100 | CY | \$ 80.00 | \$ 8,000.00 |
| 506 | Select Fill (Material Only) | 100 | CY | \$ 28.00 | \$ 2,800.00 |
| 507 | Flowable Fill, Complete in Place | 50 | CY | \$ 160.00 | \$ 8,000.00 |
| 508 | Cement Stabilization for 8" Sub-Base | 27248 | SY | \$ 3.00 | \$ 81,744.00 |
| 509 | Cement for Stabilization of Subgrade | 392 | TON | \$ 310.00 | \$ 121,520.00 |
| 510 | Install Reclaimed Subbase for Shoulder | 3221 | SY | \$ 9.00 | \$ 28,989.00 |
| 511 | 7" Type B HMA Black Base | 25158 | SY | \$ 50.00 | \$ 1,257,900.00 |
| 512 | 4" HMA Installation - Type C | 25158 | SY | \$ 29.00 | \$ 729,582.00 |
| 513 | Driveway Installation - 4" Reclaimed Sub-Base | 2603 | SY | \$ 17.00 | \$ 44,251.00 |
| 514 | Driveway and Mailbox Turnout Installation - 2" HMA | 2543 | SY | \$ 24.00 | \$ 61,032.00 |
| 515 | Driveway Installation - 6" Concrete | 60 | SY | \$ 130.00 | \$ 7,800.00 |
| 516 | Demolition and Haul off of Existing Concrete Driveway | 37 | SY | \$ 28.00 | \$ 1,036.00 |
| 517 | 4" Concrete Sloped Pavement | 1055 | SY | \$ 78.00 | \$ 82,290.00 |
| 518 | Type R Rock Rip Rap, 200-250lb, Hand Placed and Grouted (18" Embedment) for Crossing Culverts, Complete in Place | 392 | SY | \$ 160.00 | \$ 62,720.00 |
| 519 | Revegetation - Hydromulch all disturbed areas | 1 | LS | \$ 36,000.00 | \$ 36,000.00 |
| 520 | Striping (Centerline and Reflective Markers) | 1 | LS | \$ 15,000.00 | \$ 15,000.00 |
| Sub Total - Pavement and Earthwork | | | | | \$ 2,778,488.75 |

BID FORM
Addendum #1 - REVISED
I&GN Road Rehabilitation
Brazos County, Texas

| Guardrails | | | | | |
|------------------------------------|---|-----|----|-------------|------------------------|
| 600 | Metal Beam Guard Fence (GF(31)-19), Complete in Place | 869 | LF | \$ 35.00 | \$ 30,415.00 |
| 601 | Softstop End Terminal (50'-9.5") - SGT(10S)31-16, Complete in Place | 2 | EA | \$ 4,400.00 | \$ 8,800.00 |
| 602 | 4" Thick Concrete Mow Strip (Guardrail), Complete in Place | 376 | SY | \$ 86.00 | \$ 32,336.00 |
| Sub Total - Guardrails | | | | | \$ 71,551.00 |
| Construction Cost | | | | | \$ 5,704,443.25 |
| Contingency | | | | | \$ 200,000.00 |
| Total Construction Cost | | | | | \$ 5,904,443.25 |
| Calendar Days to Completion | | | | | \$ 220.00 |

Note: Quantities provided in Line Item 501 and 502 are in-place earthwork quantities with proposed pavement removed from earthwork calculation.



Brazos County Purchasing Department

200 S. TX. AVE., STE 352
PHONE (979) 361-4292

BRYAN, TX 77803
FAX (979) 361-4293

Addendum #1 to CIP 23-608 I&GN Road Reconstruction

Issued: September 14, 2023
Change: Updated Drawings, Updated Bid Form, Clarifications, and Pre-Proposal Sign In Sheet
Reason: Clarification and Information

Changes made are summarized as the following:

- Drawings
 - C103 – OVERALL LAYOUT
 - Updated pavement type on Driveway 6
 - C200-C202 – TRAFFIC CONTROL
 - Updated advanced warning signage
 - C300 – DEMOLITION PLAN
 - Updates to driveway demolition to match proposed pavement limits
 - C301 – DEMOLITION PLAN
 - Revision to the note for 4" Waterline to remain
 - C800-C802 – SIGNAGE & STRIPING PLAN
 - Additional permanent signage shown
- Bid Form
 - Updates to total permanent signage
 - Updates to driveway demo quantity, driveway pavement,
 - Updates to steel casing quantity
 - Update of line item #500

New drawings and bid form are attached along with the pre-proposal sign in sheet (which was requested).

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum

Signature: _____
Printed Name: Mark Schuch



Bond No. Bid Bond

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Larry Young Paving, Inc. as principal, hereinafter called the "Principal," and **MARKEL INSURANCE COMPANY**, at 4521 Highwood Parkway, Glen Allen VA 23060, as surety, hereinafter called the "Surety," are held and firmly bound unto Brazos County as obligee, hereinafter called the Obligee, in the sum of Five Percent (5 %) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for RFP No. CIP 23-608 I&GN Road Reconstruction.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

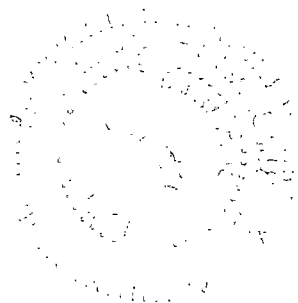
SIGNED, sealed and dated this 30th day of August, 20 23.

Larry Young Paving, Inc.
(Principal)

BY: *Herbert L. Young Jr.*
TITLE: President

Markel Insurance Company
BY: *Alexandria Petroski*
Alexandria Petroski, Attorney-in-Fact

THE RIDER ATTACHED HERETO IS INCORPORATED IN THIS BOND AND MODIFIES COVERAGE UNDER THIS BOND.



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Connie Grocholski, Alexandria Petroski, Teresa Martin, Sally White

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 20th day of January, 2023.

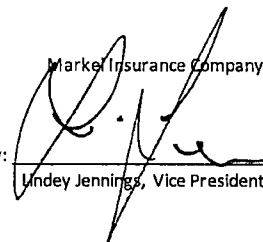
SureTec Insurance Company

By:


Michael C. Keimig, President



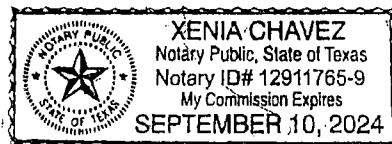
By:


Lindsey Jennings, Vice President

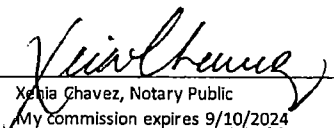
State of Texas
County of Harris:

On this 20th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By:

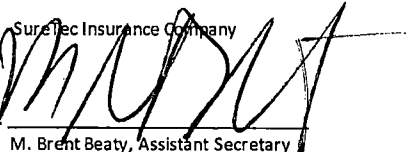

Xenia Chavez, Notary Public
My commission expires 9/10/2024

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 30th day of August, 2023

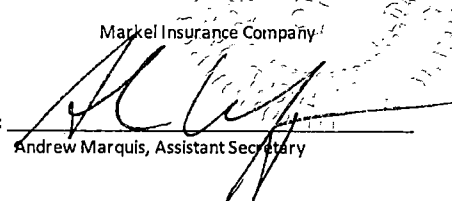
SureTec Insurance Company

By:


M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:


Andrew Marquis, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity. 4221009

For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

| |
|--|
| <p>Markel Insurance Company</p> <p>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p> |
|--|

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

Markel Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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

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

Larry Young Paving, Inc.
College Station, TX United States

Certificate Number:
2023-1065473

Date Filed:
08/29/2023

Date Acknowledged:

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

Brazos County

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.

RFP NO. CIP 23-608
Road Construction - I&GN

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | Larry Young Paving, Inc. | Bryan, TX United States | X | |
| | | | | |
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| | | | | |
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5 Check only if there is NO Interested Party. ☐

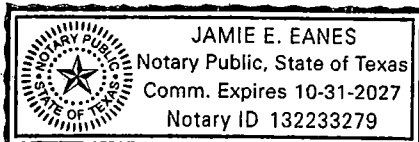
6 UNSWORN DECLARATION

My name is Herbert L. Young, Jr., and my date of birth is 11.30.49.

My address is 1852 Silver Hill Rd., Bryan, TX, 77807, US.
(street) (city) (state) (zip code) (country)

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

Executed in Brazos County, State of Texas on the 29 day of Aug., 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



LARRYOU-01

KBAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|---|----------------|--------|
| PRODUCER Rollo Insurance Group, Inc 1202 Amistad Loop College Station, TX 77845 | CONTACT NAME: | | |
| | PHONE (A/C, No, Ext): (214) 415-0113 | FAX (A/C, No): | |
| INSURED Larry Young Paving, Inc. Silver Hill Equipment Co., LLC PO Box 11779 College Station, TX 77842 | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: United Fire & Ind Co | | 19496 |
| | INSURER B: Texas Mutual Insurance Company | | 22945 |
| | INSURER C: Homesite Ins Co Of The Midwest | | 13927 |
| | INSURER D: Endurance American Specialty Insurance Company | | 41718 |
| INSURER E: | | | |
| INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 85327666 | 8/23/2023 | 8/23/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 85327666 | 8/23/2023 | 8/23/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | 85327666 | 8/23/2023 | 8/23/2024 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | 0001311091 | 8/23/2023 | 8/23/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Excess Liability | | | CXP-022988-00 | 8/23/2023 | 8/23/2024 | Excess Liab \$4M X \$1 |
| D | Excess Liability | | | ELD30043365100 | 8/23/2023 | 8/23/2024 | Excess Liab \$5M X \$5M |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP No. CIP23-608
I & GN Road Reconstruction

CERTIFICATE HOLDER

CANCELLATION

Brazos County Purchasing Department
200 S. Texas Ave. Suite 352
Bryan, TX 77803

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

| | | | |
|--|---|---|--|
| 1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT | | 2. EXAMPLE PROJECT KEY NUMBER 1 | |
| 3. TITLE AND LOCATION <i>(City and State)</i> COLLEGE STATION, TX PEACH CREEK CUT-OFF ROAD | | 4. YEAR COMPLETED PROFESSIONAL SERVICES 2023 CONSTRUCTION HMAC | |
| 5. PROJECT OWNER'S INFORMATION | | | |
| a. PROJECT OWNER Brazos County, TX | b. POINT OF CONTACT NAME Fred Paine | c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL 979-822-2127 | |
| 6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i> | | | |
| Relevance to Selection Criteria | | | |
| <ul style="list-style-type: none"> Pavement, Earthwork and Storm | | | |

Contract Value: \$4,508,709.00

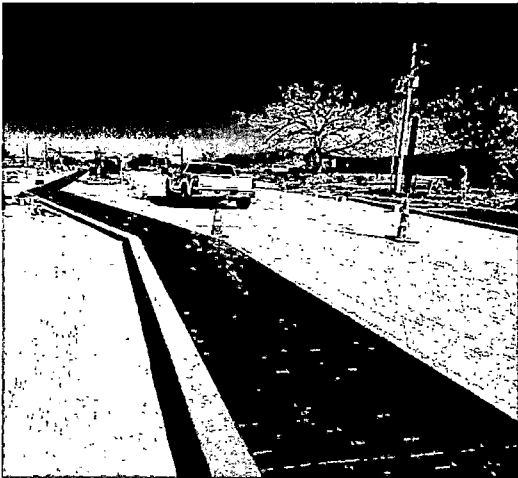


| FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | |
|---|---------------------|---|--------------------|
| | (1) FIRM NAME | (2) FIRM LOCATION <i>(City and State)</i> | (3) ROLE |
| a. | Larry Young Paving | Bryan, TX | General Contractor |
| b. | Gessner Engineering | Bryan, TX | Engineer |

| | | | |
|--|--|---|--|
| 1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT | | 2. EXAMPLE PROJECT KEY NUMBER 2 | |
| 3. TITLE AND LOCATION (City and State) CITY OF COLLEGE STATION, TX ROCK PRAIRIE RD WEST WIDENING | | 4. YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES 2022 | CONSTRUCTION Reinforced Concrete Paving |
| 5. PROJECT OWNER'S INFORMATION | | | |
| a. PROJECT OWNER City of College Station | b. POINT OF CONTACT NAME Susan Monet | c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL 979.764.3558 | |
| 6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) | | | |
| Relevance to Selection Criteria | | | |
| <ul style="list-style-type: none"> Reinforced Concrete Paving, Storm, Sanitary Sewer, Water, Sidewalks, and Signals | | | |



Contract Value: \$4,992,868.45



| FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | |
|---|-------------------------------------|---|
| a. | (1) FIRM NAME Larry Young Paving | (2) FIRM LOCATION (City and State) Bryan, TX |
| | | (3) ROLE General Contractor |
| b. | (1) FIRM NAME Kimley Horne | (2) FIRM LOCATION (City and State) College Station, TX |
| | | (3) ROLE Architect / Engineer |
| c. | (1) FIRM NAME Kimley Horne | (2) FIRM LOCATION (City and State) Houston, TX |
| | | (3) ROLE Architect / Engineer |

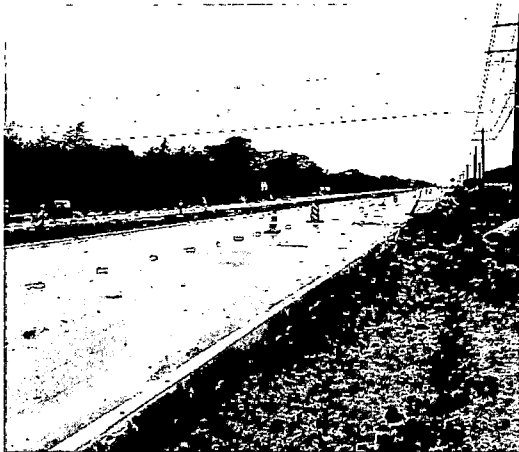
| | | | |
|---|--|---|--|
| 1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT | | 2. EXAMPLE PROJECT KEY NUMBER 3 | |
| 3. TITLE AND LOCATION <i>(City and State)</i> BRYAN, TX FM 158/ WILLIAM J. BRYAN | | 4. YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES 2023 | CONSTRUCTION Reinforced Concrete Paving |
| 5. PROJECT OWNER'S INFORMATION | | | |
| a. PROJECT OWNER TxDOT | b. POINT OF CONTACT NAME James Robbins, A.E. | c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL 979.778.6233 | |
| 6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i> | | | |
| Relevance to Selection Criteria | | | |
| <ul style="list-style-type: none"> Water, Storm, Sanitary, Reinforced Concrete Paving | | | |



Contract Value: \$17,570,277.90

| FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | |
|---|-------------------------------------|--|-----------------------------------|
| a. | (1) FIRM NAME Larry Young Paving | (2) FIRM LOCATION <i>(City and State)</i> Bryan, TX | (3) ROLE General Contractor |
| b. | (1) FIRM NAME TxDOT | (2) FIRM LOCATION <i>(City and State)</i> Bryan, TX | (3) ROLE Owner /Engineer |
| c. | Lochner Engineering | Austin, TX | 3rd party Records Keeper/Engineer |

| | | | |
|--|--|---|--|
| 1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT | | 2. EXAMPLE PROJECT KEY NUMBER 4 | |
| 3. TITLE AND LOCATION <i>(City and State)</i> CITY OF COLLEGE STATION, TX GREENS PRAIRE TRAIL WIDENING PROJECT | | 4. YEAR COMPLETED PROFESSIONAL SERVICES 2022 CONSTRUCTION Reinforced Concrete Paving | |
| 5. PROJECT OWNER'S INFORMATION | | | |
| a. PROJECT OWNER City of College Station | b. POINT OF CONTACT NAME James Smith | c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL jsmith@cstx.gov | |
| 6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i> | | | |
| Relevance to Selection Criteria | | | |
| <ul style="list-style-type: none"> Reinforced Concrete Paving, Storm, Sanitary Sewer, Water | | | |



Contract Value: 9,241,153.75

| 7. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | | |
|--|---------------------------------------|--|---|
| a. | (1) FIRM NAME Larry Young Paving | (2) FIRM LOCATION <i>(City and State)</i> Bryan, TX | (3) ROLE General Contractor |
| b. | (1) FIRM NAME Binkley & Barfield | (2) FIRM LOCATION <i>(City and State)</i> College Station, TX | (3) ROLE Engineer |
| c. | (1) FIRM NAME Bayer Construction | (2) FIRM LOCATION <i>(City and State)</i> Bryan, TX | (3) ROLE Subcontractor – Electrical |
| d. | (1) FIRM NAME Elliott Construction | (2) FIRM LOCATION <i>(City and State)</i> Bryan, TX | (3) ROLE Subcontractor – Underground Utilities |

| | | | |
|---|---|--|--|
| 1. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT | | 2. EXAMPLE PROJECT KEY NUMBER 5 | |
| 3. TITLE AND LOCATION (City and State) CITY OF CONROE, TX CONROE PARK NORTH EXTENSION & FARRELL ROAD WIDENING | | 4. YEAR COMPLETED | |
| | | PROFESSIONAL SERVICES 2021 | CONSTRUCTION Reinforced Concrete Paving |
| 5. PROJECT OWNER'S INFORMATION | | | |
| a. PROJECT OWNER City of Conroe, TX | b. POINT OF CONTACT NAME CJ Locklear | c. POINT OF CONTACT TELEPHONE NUMBER / EMAIL 936-522-3000 | |
| 6. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) | | | |
| Relevance to Selection Criteria | | | |
| <ul style="list-style-type: none"> Reinforced Concrete Paving, Storm, Sanitary Sewer, Water, Bridge | | | |



Contract Value: \$13,082,603.00

| | |
|--|--------------|
| Change Order #1 – Dirt Quantity in Design vs Actual | \$139,854.40 |
| Change Order #2 – Upsizing Water Line including Bore | \$134,836.80 |

| 7. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT | | |
|--|--|--|
| a. | (1) FIRM NAME Larry Young Paving | (2) FIRM LOCATION (City and State) Bryan, TX |
| b. | (1) FIRM NAME Halff | (2) FIRM LOCATION (City and State) Conroe, TX |
| c. | (1) FIRM NAME Bortunco | (2) FIRM LOCATION (City and State) Houston, TX |
| d. | (1) FIRM NAME Lindsey Construction | (2) FIRM LOCATION (City and State) Spring, TX |
| e. | (1) FIRM NAME Randy Roan Construction | (2) FIRM LOCATION (City and State) Montgomery, TX |
| f. | (1) FIRM NAME Tom Mac | (2) FIRM LOCATION (City and State) Houston, TX |
| | | (3) ROLE |
| | | General Contractor |
| | | Engineer |
| | | Subcontractor – Boring |
| | | Subcontractor – Earthworks |
| | | Subcontractor – Clearing and Grubbing |
| | | Subcontractor – Pile Driving |



Larry Young Paving, Inc.
PO Box 11779
College Station, TX 77842
979-823-4888
m.schinzler@larryyoungpaving.com

HISTORY/QUALIFICATIONS

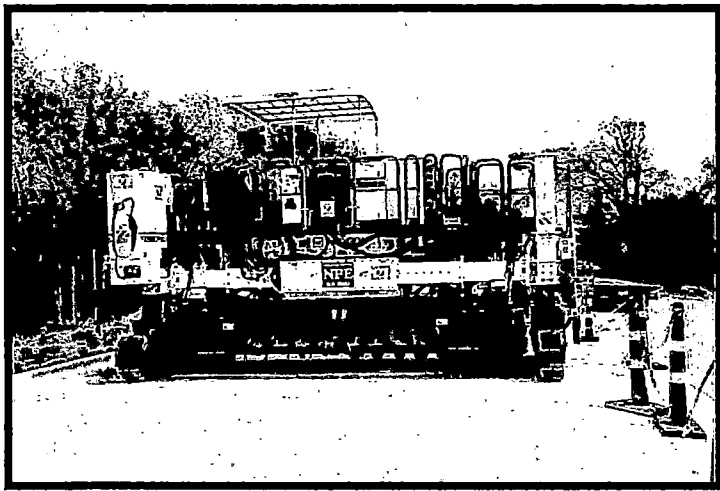
Larry Young Paving (LYP) is ready and able to provide the City of Conroe with experienced, qualified personnel and management practices to deliver on time, on budget performance. Since its founding in August 2005, LYP has seen exponential growth while maintaining an aggressive stance in project delivery of local city, county and state projects. Our past experience provides us with the knowledge and understanding of accepted industry practices required under defined contract terms and conditions to meet or exceed client expectations.

Company History

In August 2005 Larry Young Paving (LYP) was established specializing primarily in commercial and residential asphalt parking lots, driveways, repairs and general site work focused on the private sector. As the workload increased the company began pursuing local municipal, county and state opportunities matching internal resource requirements in both manpower and equipment requirements. At present LYP is under contract with the City of Bryan, City of College Station, TXDOT and numerous local development companies totaling more than sixty projects of various scope and budget. Current project workload includes the construction of multi-span bridges, slip form paving, asphalt paving, earthworks and underground utilities.

Experience and Qualifications

LYP is experienced in all phases of local and regional civil works project delivery requirements. Currently the company employs over 250 skilled and unskilled personnel to include equipment operators, concrete, asphalt and underground utility crews. Added to workforce, LYP equipment count exceeds 130 pieces to include late model excavators, loaders, motor graders, dozers, ridged and flexible pavers, and trucks.



Project Management is key to the success of LYP. Our combined years' experience of management staff exceeds 150 providing a comprehensive approach to all aspects of Civil Works project delivery.

RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

| | | | |
|--|--|---|--|
| 1. NAME MARK SCHINZLER | 2. ROLE IN THIS CONTRACT General Manager | 3. YEARS EXPERIENCE a. TOTAL 15 b. WITH LARRY YOUNG 15 | |
| 4. FIRM NAME AND LOCATION Larry Young Paving, Inc., Bryan, TX | | | |
| 5. SUMMARY Over 13 years of experience in private development, municipal, county, and state civil works projects. Education: Texas A&M University, BS-2002 | | 6. AREAS OF EXPERTISE Flexible and ridged pavements, underground wet and dry utilities, earthworks, stabilization, contract management, client liaison, operations and financial management. | |

7. EXPERIENCE

Larry Young Paving, Inc.

2007-Present

General Manager

Five-plus years of experience as a project manager of projects from USAGE to municipalities and public work for TAMU. Management of approx. \$80 million in contracts annually. Well versed in varying specifications for asphalt design, concrete design and the installation of storm utilities. Licensed (Company Representative) in Texas, Louisiana as Highway Contractor and Mississippi as General Asphalt pavement contractor. Project scheduler with experience in all aspects of project material procurement and subcontractor methodology and timelines. Experience in both general building construction as well as civil construction. Financial management for varying sized projects as well as VE for customers who require.

GTEC, PA.

2004-2007

Administrator

Administrator in the Health care industry for 16 physicians and 30 mid-level providers. Managed build outs for medical offices and lease tenants. Developed compensation for physicians based on ER care practices, bill-ables, payer mix, etc. Management of all cash flows for the company and tax planning.

| 8. RELEVANT PROJECTS | |
|--|---|
| 1) TITLE AND LOCATION (City and State) Longmire Road Widening Conroe, Texas Owner Information: City of Conroe P O Box 3066 Conroe, TX 77305 | (2) YEAR COMPLETED 2020 Work Performed Under: Larry Young Paving |

Description: Three mile road widening and rehabilitation project including reinforced concrete paving, sidewalks, storm, sanitary sewer, water, and lighting.

Role: General Manager

| | |
|---|---|
| 1) TITLE AND LOCATION (City and State) Conroe Park North Extension and Farrell Road Widening Conroe, Texas Owner Information: City of Conroe P O Box 3066 Conroe, TX 77305 | (2) YEAR COMPLETED 2021 Work Performed Under: Larry Young Paving |
|---|---|

Description: This is phase II of this project, an extension of Conroe Park and widening of Farrell Road. The project includes reinforced concrete paving, storm, sanitary sewer, water, and a bridge.

Role: General Manager

| | |
|--|---|
| 1) TITLE AND LOCATION (City and State) City of Bryan – Woodville Road Bryan, Texas Owner Information: City of Bryan PO Box 1000 Bryan, TX 77802 | (2) YEAR COMPLETED 2021 Work Performed Under: Larry Young Paving |
|--|---|

Description: Rehabilitation of Woodville Road including reinforced concrete paving, sidewalks, storm, sanitary sewer, and water.

Role: General Manager

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)

| | | | | | | | |
|---|---|---|--|----------|----------------------|----|---|
| 1. NAME MICHAEL CHRIS HUMPHRIES | 2. ROLE IN THIS CONTRACT Contracts / Project Manager | 3. YEARS EXPERIENCE <table border="1"> <tr> <td>a. TOTAL</td> <td>b. WITH CURRENT FIRM</td> </tr> <tr> <td align="center">45</td> <td align="center">6</td> </tr> </table> | | a. TOTAL | b. WITH CURRENT FIRM | 45 | 6 |
| a. TOTAL | b. WITH CURRENT FIRM | | | | | | |
| 45 | 6 | | | | | | |
| 4. FIRM NAME AND LOCATION Larry Young Paving, Inc., Bryan, TX | | | | | | | |
| 5. SUMMARY Knowledgeable in all phases of Civil Works with special emphasis on roads and highways and civil works procurement. Professional experience includes national highway master planning and feasibility studies, procurement of capital works, goods and services, preparation of contracts and purchase orders and award process, for new construction, reconstruction and operation maintenance. | | 6. AREAS OF EXPERTISE Project Management, Procurement, Operations and Maintenance, Land Acquisition and Resettlement, Government Advisory, Contract Management, Design Management | | | | | |

7. EXPERIENCE

Larry Young Paving, Inc. 2017-Present

Contracts / Project Manager

Responsible for contractual compliance and QC implementation. Coordination with the Engineer/Employer.

Asian Development Bank 2013-2017

Consultant

Transport Technical Assistant to the Ministry of Public Works Project Management Office developing guidelines to assist the government in the preparation, implementation and management of Civil Works Construction contracts within the framework of FIDIC based contracts and the procurement of related Goods and Services. Mentor Project Managers of the Afghanistan Ministry of Public Works in the day to day management of construction and construction supervision contracts, including reviewing and checking invoices and supporting documentation, providing deliverables, checking, reviewing and updating progress and personnel schedules.

The Louis Berger Group 2004-2013

Engineer / Country Manager

Development of strategic opportunities in Afghanistan thru Military Overseas Contingency Operations and other Donor Funded initiatives. Preparation proposals for all Contracts in Afghanistan other than those under the AIRP Program. Support for all other business units of the Louis Berger Group operating in Afghanistan including preparing and implementing all purchase orders and contracts for goods and services. Responsible for the interpretation of the FIDIC-based contract, instructing the contractor to adhere to contract requirements, the determination of contract disputes, assuring quality control, checking measurement of the works for payment and the certification of all contractor invoices. Preparation of bi-monthly reporting to client, processing of contract variation orders, project budget management. Established coordination meetings with local tribal elders on a bi-weekly basis for conflict mitigation related to local village issues along the alignment.

Main Street Wholesale 1992-2004

Operating Officer / Partner

Operating Officer / Partner of family owned agriculture related business. Responsibilities included day-to-day management and operations of office and field activities including payroll, accounting, equipment procurement and maintenance.

Ten Mile, Inc. General Contractor 1987-1992

General Superintendent / Project Manager

Responsible for day to day activities in the field related to reinforced concrete paving, site grading, underground utility installation, and drainage systems. Projects included private development, municipal and county government infrastructure contracts.

Robert E McKee 1985 -1987

Project Engineer

Coordinated subcontractors/client from submittal process during construction phases of multi-story, cast in place concrete structures. Projects included Presbyterian Hospitals of Dallas Phase III, Margot Perot Medical Complex Lower Level Renovations, Texas Instruments Plano, and Reunion Parking Garage.

Carter-Stephens 1980 - 1982

Project Superintendent

Responsible for timely completion of light frame commercial and structural steel vertical construction projects. Projects included Dowell Oilfield Services- Luling Facility, Accurate Wireline-South Texas, US Steel Phase II Expansion and Bell-Textron Plant Expansion -Ft. Worth.

R.B.Butler, Inc.

1977-1980

Project Foreman

Structural steel/light frame vertical commercial projects, oilfield related Civil Works, and cast in place concrete structures throughout Texas.

| 8. RELEVANT PROJECTS | |
|--|--|
| 1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED |
| Conroe Park North Extension and Farrell Road Widening Conroe, Texas | 2021 |
| Owner Information: City of Conroe P O Box 3066 Conroe, TX 77305 | Work Performed Under: Larry Young Paving |

Description: This is phase II of this project, an extension of Conroe Park and widening of Farrell Road. The project includes reinforced concrete paving, storm, sanitary sewer, water, and a bridge.

Role: Project Manager

| 1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED |
|---|--|
| TxDOT FM 1774 Grimes County, Texas | Ongoing |
| Owner Information: TxDOT 125 E 11 th St Austin, TX 78704 | Work Performed Under: Larry Young Paving |

Description: Rehabilitation of FM 1774 including asphalt paving and storm drain.

Role: Project Manager

| 1) TITLE AND LOCATION (City and State) | (2) YEAR COMPLETED |
|--|--|
| Palasota Drive Bryan, Texas | Ongoing |
| Owner Information: City of Bryan PO Box 1000 Bryan, TX 77802 | Work Performed Under: Larry Young Paving |

Description: Rehabilitation and widening of Palasota Drive, including reinforced concrete paving, storm, sanitary sewer, and water.

Role: Project Manager

- e. Exhibit E: Specifications
 - f. Exhibit F: Geotech Report
 - g. Exhibit G: County Construction Agreement
6. By submitting a response to this RFP, the proposer is agreeing to sign the County's Construction Agreement, Exhibit G attached.
7. **The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.**
- a. **Completed and signed RFP including:**
 - i. **References (Section S)**
 - ii. **Certification of Proposal (Section V)**
 - b. **Bid Bonds**
 - c. **Exhibit B and/or Exhibit C – Pricing Form**

R. PRICING

Complete Exhibit B and/or Exhibit C attached and submitted with the proposal.

S. REFERENCES

Respondents shall provide a list of at least five (5) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the **names, phone number and email** of the company/entity for which the prior work was performed to contact these references. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: City of Conroe

Contact: Tera B. Gaha, P.E.

Phone: 936.522.3133

Email: tgaha@cityofconroe.org

Company/Entity: Johnnie Price, P.E. - CEC

Contact: Johnnie Price, P.E.

Phone: 979.846.1212

Email: johnnie.price@kci.com

Company/Entity: City of College Station

Contact: James Smith

Phone: 979 764.3877

Email: jsmith@csstx.gov

Company/Entity: Gessner Engineering

Contact: Sean Ray, M.E., P.E.

Phone: 979 985.3619

Email: sray@gessnereng.com

Company/Entity: Gary Arnold - Brazos County

Contact: Gary Arnold

Phone: _____

Email: garold@brazoscountytexas.gov



CITY OF CONROE

Est. 1904

May 10, 2021

City of Bryan
205 E 28th St.
Bryan, TX 77803

Re: Project Reference

To Whom it May Concern:

Over the past 3 years, Larry Young Paving has contracted approximately \$30 M in work with the City of Conroe. From Rehab to New Construction contracts, Larry Young Paving has completed many difficult projects for the City requiring bridge construction, slipform paving, deep sanitary and waterline mostly with their own crews. We found them to be exceptional in both their knowledge base and their ability to execute the work. They provided solutions to difficult problems and completed projects on time. I would recommend their company without question. If you require any additional information, please don't hesitate to contact me

Sincerely,

Tara B. Gaha, P.E.
Senior Project Engineer
Engineering Dept.
City of Conroe



CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

Johnnie Price, P.E., CFM
Civil Engineering Consultants
1555 Greens Prairie Rd.
College Station, TX 77845

May 10, 2021

City of Bryan
205 E 28th St.
Bryan, TX 77803

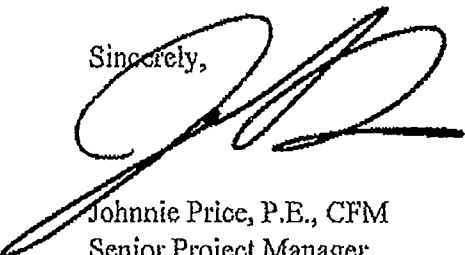
Re: Reference of Work

To Whom it May Concern:

Larry Young Paving has worked with me several projects in the past and most recently on the City of Navasota Railroad St. Project. The project primarily was a drainage project to alleviate drainage conditions in the downtown area with a budget of approximately \$1.8mil. In addition to the drainage infrastructure, the project included waterline replacement, pavement removal/replacement, electrical, irrigation and telecommunication rerouting were a part of the project scope.

Overall, I found Larry Young Paving to be diligent in the completion of their work and were consistently onsite with various crews as the project required. Their project management team was easy to work with, handled in-field issues well and was knowledgeable regarding the work. With regards to change orders, they were fair and reasonable and overall helped to create a team atmosphere. I would recommend Larry Young Paving without reservation for any civil project for their professionalism, timely accomplishment of the work and quality product.

Sincerely,



Johnnie Price, P.E., CFM
Senior Project Manager

SAN ANTONIO • BRYAN/COLLEGE STATION • LAREDO

1555 GREENS PRAIRIE ROAD WEST | COLLEGE STATION, TEXAS 77845 | (979) 846-6212 | FAX: (979) 846-8252
TEXAS FIRM REGISTRATION NUMBERS: ENGINEERING F-2214 | SURVEY 10042800 | WWW.CECTEXAS.COM

Mark Schinzler

From: Gary Arnold <GArnold@brazoscountytexas.gov>
Sent: Friday, May 7, 2021 3:58 PM
To: Mark Schinzler
Subject: reference

To whom it may concern Larry Young Paving has completed 6 Road projects with live traffic on each one in the last 2 years for me. All 6 projects were completed well before completion deadline with 0 change orders. Their management team and field personnel are second to none.

Gary Arnold
Operations Manager
Brazos County Road and Bridge

Mark Schinzler

From: Mark Schinzler
Sent: Monday, May 10, 2021 4:53 PM
To: Mark Schinzler
Subject: RE: Written References

From: James Smith <jsmith@cstx.gov>
Sent: Monday, May 10, 2021 4:35 PM
To: Mark Schinzler <m.schinzler@larryyoungpaving.com>
Subject: RE: Written References

Larry Young Paving has completed several roadway projects for the City of College Station. The quality of utility, concrete and roadway work has met or exceeded all of our requirements and expectations. Often I will receive comments from residents on how pleased they are with the look and quality of the infrastructure and how they feel like it has improved the look of their neighborhoods.

James Smith, PE
Project Manager
Phone 979-764-3877
Cell-979-324-7058



GESSNER
ENGINEERING

May 11, 2021

City of Bryan
205 E 28th Street
Bryan, Texas 77803

Re: Letter of Reference

To Whom it May Concern:

I have had the pleasure of working with Larry Young Paving on several projects including a challenging road failure project that involved extensive grading and storm work. The I&GN Roadway Failure Remediation project was a \$1.4 Million project that improved drainage adjacent to the roadway and lowered the roadway to reduce the embankment side slopes to remediate the embankment failure. The project required Larry Young Paving to perform the extensive work while maintaining access to adjacent properties to owners, mail service, and trash collection.

Larry Young Paving was diligent, respectful and understanding with adjacent property owners, and completed the work ahead of schedule. They ensured the safety of the public was a high priority by continually inspecting traffic control and the site for potential hazards. Punch list items were completed in a timely manner and to the requirements/needs of the project team. I recommend Larry Young Paving for any Civil project and look forward to working with them for many years to come.

Sincerely,

Sean Ray, M.E., P.E.
Project Coordination – Department Head
Gessner Engineering, LLC

BRYAN • BRENHAM • FORT WORTH • GEORGETOWN • SAN ANTONIO

Corporate: 401 26th Street, Suite 3 / Bryan, Texas 77803 • 1-877-GESSNER • www.gessnerengineering.com

CIVIL CONSTRUCTION MATERIALS TESTING GEOTECHNICAL STRUCTURAL SURVEYING

| POST CODE | Equipment Name | Purchase Date | VIN # / ID /Serial # |
|---------------|--|---------------|----------------------|
| TRUCKS | | | |
| FT 001 | 2013 International Fuel Truck | 1/18/19 | 1HTMMAAN0DH156264 |
| FT 002 | 2020 Kenworth Lube Truck T270(Diesel) | 6/23/20 | 2NKHMM6H1LM424213 |
| FT 003 | 2014 Peterbuilt Fuel Truck | 2/10/22 | 2NP2HJ7X7EM225397 |
| WT 001 | 2002 International Water Truck | 6/4/10 | 1HSHBAAN12H411741 |
| WT 002 | 2007 INT-WATER TRK-4300 W/ 2000 Gal tank | 7/24/15 | 1HTMMAAN77H392771 |
| WT 003 | 2012 International Water Truck(Diesel) | 9.7.18 | 1HTMMAAN1CH587596 |
| WT 004 | 2011 International Water Truck(diesel) | 6.3.19 | 1HTMMAAN1BH388479 |
| WT 005 | 2002 International Water Truck 4300 | 8/21/19 | 1HTMMAAN42H517122 |
| WT 006 | 2012 Freightliner Water Truck 2000 gallon | 9/22/21 | 1FVACXDT0CDBD9005 |
| WT 007 | 1986 Amer Gen M927 Water Truck | 2/24/22 | NLONJ7 C527-00948 |
| WT 008 | 1992 Amer Gen M927 Water Truck | 2/24/22 | 5167-12 |
| WT 009 | 2017 Freightliner Water Truck M-2-106 | 5/25/23 | 1FVHCYCY9HHHX1202 |
| PU 001 | 2003 Ford F-150 (Gas) | 1/27/2016 | 1FTRF1793NB12418 |
| PU 002 | 2004 Dodge Ram 3500 Quad Cab Duley | 3/23/2013 | 3D7MA48C94G246704 |
| PU 003 | 2005 Chevy Flatbed Welding/Serv. Trk(Gas)White | 4/1/13 | 1GBJC39U25E301791 |
| PU 004 | 2006 Dodge (Red) | 6/30/14 | 3D7ML48C86G235481 |
| PU 006 | 2006 Ford Box Truck | 3/13/15 | 1FDXE45S36DA63253 |
| PU 007 | 2008 Sterling Bullet Flat Bed(Diesel) | 4/9/09 | 3F6WJ78A78G350200 |
| PU 008 | 2011 Dodge Ram 3500 (Diesel) | 3/3/11 | 3D73Y4CL3BG549327 |
| PU 009 | 2012 Dodge Ram 3500(Disel) | 6/8/12 | 3C63DRGL0CG103593 |
| PU 010 | 2012 Ford Pickup 3500 | 8/6/12 | 1FT8W3BT2CEA24995 |
| PU 011 | 2012 Dodge Ram 3500(Diesel) | 6/8/12 | 3C63DRGL7CG103591 |
| PU 012 | 2013 Toyota Tundra (Gas) | 10/6/15 | 5TERM5F1XDX065959 |
| PU 013 | 2013 Ford Lariat F250(Diesel) | 10/2/13 | 1FT7W2BT8DEB23070 |
| PU 014 | 2014 Dodge Ram 2500 (Diesel) | 4/28/15 | 3C6UR5HL6EG323059 |
| PU 015 | 2015 FORD TRUCK | 10/30/14 | 1FT7W2BT8FEB59957 |
| PU 016 | 2015 FORD F250 CREW CAB 4x4 Pickup (Gas) | 7/20/15 | 1FT7W2BT2FED40116 |
| PU 017 | 2016 Ford F350 Crew (diesel) | 7/11.2016 | 1FT8W3DT7GEB50840 |
| PU 018 | 2016 Ford F350 Crew(Diesel) | 7/11.2016 | 1FT8W3CT3GEC50578 |
| PU 019 | 2016 Ford F350 Crew(Diesel) | 8/25/16 | 1FT8W3DT8GEB68246 |
| MT 001 | 2007 F450 Mechanic Truck | 12/23/16 | 1FDXX46P27EB32191 |
| MT 002 | 2018 Ford F-550 Mechanic Truck(Diesel) | 6.12.18 | 1FD0X5HT3JEB99214 |
| MT 003 | 2007 Peterbilt Mechanic Truck | 2/10/22 | 2NPLHD7X17M733566 |
| MT 004 | 2021 Ford F-650 with 2014 Autocrane Titan 60 | 4/4/23 | 1FDNF6DC5MDF08972 |
| PU 020 | 2017 Ford F350 Flat Bed(Gas) | 3/17/17 | 1FD8W8GT8HEC85057 |
| PU 021 | 2013 Ford F-150 Silver Hill | 5/1/17 | 1FTEW1CMXDK16799 |
| PU 022 | 2017 Ford F-350 (Diesel) | 7/19/17 | 1FT8W3BT3HEE02068 |
| PU 023 | 2017 Toyota Tundra 4x4 Crew(Gas) | 9/8/17 | 5TFDW5F11HX617536 |
| PU 024 | 2017 Ford F350 Flat Bed(Diesel) | 2/22/18 | 1FD8W3GT4HEF35877 |
| PU 025 | 2005 International 4300 Crash Truck(diesel) | 1.29.2018 | 1HTMMAAM85H686149 |
| PU 026 | 2018 Chevy Silverado 1500 Truck (Gas) | 4.5.18 | 3GCUKREC0JG191516 |
| PU 027 | 2018 Ford F150 Crew 4 (gas) | 4.14.18 | 1FTEW1EP8JKD17417 |
| PU 028 | 2018 Dodge RAM 2500 (Diesel) | 10.17.18 | 3C6UR5HL9JG308033 |

| | | | | |
|----------|-----|--|----------|--------------------|
| PU | 029 | 2019 Ford F250(Diesel) | 3.5.19 | 1FT7W2BT4KED25790 |
| PU | 030 | 2005 Chevy Silverado Z71(Gas) | 3.7.19 | 2GEK13T25181836 |
| PU | 031 | 2005 Chevy Silverado (Gas) | 3.7.19 | 2GCEC13T451290795 |
| PU | 032 | 2012 Ford F350 (White)(Diesel) | 4.10.19 | 1FT8W3B62CEB90072 |
| PU | 033 | 2019 Ford Van (15 passenger)(Gas) | 5.24.19 | 1FBAX2CM4KKA82062 |
| PU | 034 | 2016 Chevy Silverado 1500(Gas) | 5.28.19 | 1GC2CUEG7GZ107405 |
| PU | 035 | 2013 Ford Van (15 passenger)(Gas) | 6.12.19 | 1FBSS3BL7DDB08002 |
| PU | 036 | 2011 Ford Van E-350(Gas) | 8/27/19 | 1FBNE3BL2BDA52990 |
| PU | 037 | 2019 Chevy Silverado (Diesel) | 11/7/19 | 1GC1KSEYXKF269048 |
| PU | 038 | 2020 Ford F250 | 1/10/20 | 1FT7W2BT7LEC19058 |
| PU | 039 | 2018 Chevy Van Express-LT | 2/19/20 | 1GAZGPF6J1286859 |
| PU | 040 | 2018 Ford F350 | 2/24/20 | 1FD8W3HT0JEB18437 |
| PU | 041 | 2015 Ford F250 Crew Cab 4x4 Pickup (Gas) | 4/21/20 | 1FT7W2B67FEC57453 |
| PU | 042 | 2019 Chevrolet Express 3500 (Gas) | 5/29/20 | 1GAZGPF6J1K1254810 |
| PU | 043 | 2020 Ford F250 (Diesel) | 6/11/20 | 1FT7W2BT3LEC19719 |
| PU | 044 | 2020 Ford F250 | 6/2/20 | 1FT7W2B69LEC24577 |
| PU | 045 | 2020 Ford F250 | 6/2/20 | 1FT7W2B60LEC24578 |
| PU | 046 | 2020 Ford F250 | 6/30/20 | 1FTZW2B61LEC87074 |
| PU | 047 | 2020 Ford F250 (Diesel) | 8/26/20 | 1FD8W3HT6LED71331 |
| PU | 048 | 2016 Chevy Flatbed | 8/27/20 | 1GB3CYC81GF165331 |
| PU | 049 | 2020 Chevy Silverado | 9/17/20 | 1GCRWCED4LZ326189 |
| PU | 050 | 2021 Ford F250 | 12/22/20 | 1FT7W2B67MEC26488 |
| PU | 051 | 2016 Dodge Ram 2500 | 1/29/21 | 3C6TR5HT4GG297494 |
| PU | 052 | 2017 Chevy Crew Cab | 3/3/21 | 3GCUKNEC4HG391737 |
| PU | 053 | 2021 Ford F350 | 3/4/21 | 1FD8W3HT1MEC28319 |
| PU | 054 | 2007 Dodge 3500 Diesel Cab and Chassis | 4/15/21 | 3D6WH48A37G843052 |
| PU | 055 | 2008 Ford F250 | 4/26/21 | 1FTSW21568EE26805 |
| PU | 056 | 2014 Ford E350 Econoline Passenger Bus | 5/18/21 | 1FDEE3FL0EDA67302 |
| PU | 057 | 2014 Ford E350 Econoline Passenger Bus | 5/18/21 | 1FDEE3FL0EDA67297 |
| PU | 058 | 2014 Ford F250 Crew Cab Pickup | 7/20/21 | 1FT7W2A68EEA66186 |
| PU | 059 | 2013 GMC 2500HD Crew Cab 4x4 Pickup | 7/20/21 | 1GT12ZCG0DF172592 |
| PU | 060 | 2013 GMC 2500HD Crew Cab 4x4 Pickup | 7/20/21 | 1GT12ZCG0DF225792 |
| PU | 061 | 2014 Ford PK | 12/6/21 | 1FTX2BT0EEB24762 |
| PU | 062 | 2019 Ford F250-white | 2/10/22 | 1FT7W2BT7KEG71509 |
| PU | 063 | 2019 Ford F150 White | 2/10/22 | 1FTFW1E51KKF26860 |
| PU | 064 | 2019 Ford F250 white | 2/24/22 | 1FT7X2BT3KEG72508 |
| PU | 065 | 2019 Ford F150 4 wheel drive | 2/10/22 | 1FTFW1E52KKF32005 |
| PU | 066 | 2019 Ford F350 Ford white | 2/22/22 | 1FT8W3BT8KEG54339 |
| PU | 067 | 2019 Ford F250 ford white | 4/1/22 | 1FT7X2BT1KEG72507 |
| PU | 068 | 2020 Dodge Ram 3500 Chassis CA | 2/20/23 | 3C7WRSC7L7LG302356 |
| PU | 069 | 2023 GMC Sierra 1500 | 2/21/23 | 1GTUUCE88PZ114162 |
| PU | 070 | 2023 Chevrolet Pu 1500 | 4/4/23 | 1GCUDDE83PZ106976 |
| PU | 071 | 2023 Chevrolet Pu 1500 | 4/4/23 | 1GCUDDE80PZ107101 |
| PU | 072 | 2007 Chevrolet Pu 1500 | 5/19/23 | 3GCEC13JX7G500454 |
| PU | 073 | 2023 Chevrolet Pu 1500 | 8/3/23 | 1GCUDEE84PZ269304 |
| PU | 074 | 2023 Ford F250 XL FWD Crew Cab | 8/8/23 | 1FT7W2BA8PED38953 |
| TRAILERS | | | | |

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|-----|-----|---|----------|-------------------|
| TR | 001 | 2004 Landoll 435A Sliding Axle Trailer 48' w/hydraulic | 6/13/12 | 1LH435UH441013578 |
| TR | 002 | 2005 Leeboy Tackpot Machine | 6/20/08 | 250T50044781 |
| TR | 003 | 2006 Seal Coat Machine | 11/19/05 | 1E9FP19276M317002 |
| TR | 004 | 2007 Red Box Trailer 16' long | 4/18/07 | 5NHUTB42X7Y056049 |
| SB | 001 | 2007 Wap-CE-Arrow Borad | 4/6/13 | 12076168 |
| TR | 005 | 2011 Texas Bragg (Bodystyle UT) 14' long | 4/1/11 | 17XFP162XB1010258 |
| TP | 001 | 2011 Mauldin Tack Pot | 6/30/11 | 4C9PT3019BG229548 |
| TR | 006 | 2012 Brute Trailer (Cream Puff) gooseneck GNHD24 | 4/7/11 | 1B9GF4421CB663173 |
| TR | 007 | 2013 White Utility Trailer 8' x 18', white cargo lazer tr | 7/29/13 | 5NHUBLT29DY066254 |
| TR | 008 | 2013 Texas Bragg 18' flatbed | 12/18/12 | 17XFP1827D1031570 |
| TR | 009 | 2014 Texas Brag Trailer W/ portable pressure washe | 6/4/14 | 17XFP1223E1041104 |
| TR | 010 | 2015 Continental Cargo Trailer 8' x 16' | 9/19/14 | 5NHUVH627FY022143 |
| TR | 011 | 2015 BlackTX Bragg 14' Utility Trailer Pressure wash | 5/21/15 | 17XFP1421F1051564 |
| TR | 012 | 2016 20' EHW Cargo Trailer | 9/25/15 | 5NHUVHV24GY024421 |
| TR | 013 | Ranco Anvil ED Tractor trailers (02) Silver Hill | 8/21/15 | 1D9SD342XER661674 |
| TR | 014 | Ranco Anvil ED Tractor trailers (04) Silver Hill | 8/21/15 | 1D9SD3423ER661676 |
| TR | 015 | Ranco Anvil ED Tractor trailers (05) Silver Hill | 8/21/15 | 1D9SD3428ER661673 |
| TR | 016 | Ranco Anvil ED Tractor trailers (01) Silver Hill | 8/21/15 | 1D9SD3421ER661661 |
| TR | 017 | Ranco Anvil ED Tractor trailers (03) Silver Hill | 8/21/15 | 1D9SD3420ER661702 |
| LGT | 001 | 2014 Light Tower | 9/18/15 | 37274 |
| LGT | 002 | 2014 Light Tower | 9/18/15 | 37276 |
| LGT | 003 | 2011 Light tower Wacker | 2/28/22 | 20021230 |
| LGT | 004 | 2011 Light tower Wacker | 2/28/22 | 20026387 |
| LGT | 005 | 2018 Wacker Light Tower | 7.12.18 | WNCLTV02EPUM05284 |
| LGT | 006 | 2018 Wacker Light Tower | 7.12.18 | WNCLTV02APUM05281 |
| TR | 018 | 2016 ETNYRE Gooseneck Trailer 55 Ton | 3/30/16 | 1E9320589GE111245 |
| TR | 019 | 2018 White Cargo Trailer | 2/9/17 | 5NHUEHT20JY075828 |
| TR | 020 | 2017 Tx Bragg 20' Trailer | 10.2.17 | 17XFP2020H1078253 |
| TR | 021 | 2018 White Cargo Trailer 20'x8.5 | 10.7.17 | 5NHUEHV24JY077711 |
| TR | 022 | 2018 Texas Baragg - 20' Trailer | 7.9.18 | 17XFP2023J1083971 |
| TR | 023 | 2018 WANCO Message Board | 1.1.18 | 5F12S1611J1000382 |
| TR | 024 | 2018 WANCO Message Board | 1.1.18 | 5F12S1613J1000383 |
| TR | 025 | 2018 WANCO Message Board | 1.1.18 | 5F12S1615J1000384 |
| TR | 026 | 2018 Solar Arrow Board | 12.20.17 | 5F11S1014J1000381 |
| TR | 029 | 2018 Solar Arrow Board | 12.20.17 | 5F11S1016J1000379 |
| TR | 030 | 2018 WANCO Arrow Board | 1.12.18 | 5F11S101251000380 |
| TR | 031 | 2019 Cargo Mate Trailer | 1/4/19 | 5NHUEHV28KY081522 |
| TR | 032 | 2018 Multiquip Water Trailer | 4.12.19 | 5SLBM1228JL022923 |
| TR | 033 | 2019 WANCO message board | 8.6.19 | 5F12S1617K1004504 |
| TR | 034 | 2019 WANCO message board | 8.6.19 | 5F12S1619K1004505 |
| TR | 035 | 2019 83x18 Pipe Top Trailer | 9.25.19 | VNBU1822KT209146 |
| TR | 036 | 2018 Multiquip Water Trailer | 9/17/19 | 5SLBM122XJL022924 |
| TR | 037 | 2018 Lone Star 16Ft Utility Trailer | 2/19/20 | 5VYBU162XJH009185 |
| TR | 038 | 2020 Travis End Dump | 2/26/20 | 48X2F2640L1014234 |
| TR | 039 | 2020 Travis End Dump Trailer | 3/4/20 | 48X2F2642L1014235 |
| TR | 040 | 2018 Pipe Top Utility Drailer 7K (83X18-Black) | 8/9/19 | 5VNBU1829JT197303 |
| TR | 041 | 2021 Continental Cargo Trailer (7X16) | 8/24/20 | 5NHULV622MY039210 |

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|-------------|-----|---|------------|-------------------|
| TR | 042 | 2021 Utility Trailer (J&C Trailer) | 10/23/20 | 1J9J8AL24MW490238 |
| TR | 043 | 2019 Trailking Open Deck Lowboy with Flip Axle | 12/3/20 | 1TKH05332KM029526 |
| TR | 044 | 2019 Trailking Open Deck Lowboy with Flip Axle | 12/3/20 | 1TKR00510KM029527 |
| TR | 045 | 2021 Utility Trailer- Davidson | 4/23/21 | 7M3BU2023MNDT2458 |
| TR | 046 | 2022 Cargo Mate Trailer-7' X 16' (enclosed) | 6/18/21 | 5NHUNN728NY088292 |
| TR | 047 | 2014 Travis 28 ft. Quad A Frame End dump Trailer | 8/27/21 | 48XAP2846E1008866 |
| TR | 048 | 2014 Travis 28 ft. Quad A Frame End dump Trailer | 8/27/21 | 48XAP2847E1008861 |
| TR | 049 | 2019 Puma 42 Ft T/A Bottom Dump Trailer | 8/27/21 | 3S9PHJP28KW092314 |
| TR | 050 | 2021 Goosneck Tilt Tri-Axle Model 25 trailer | 9/21/21 | 1Z9U6S034MD058323 |
| TR | 051 | 2015 Utility Trailer- Man made | 11/9/21 | NO ID NUMBER |
| TR | 052 | 2021 Sealcoat SR700XP Tr | 10/29/21 | M60662170 |
| TR | 053 | Survey Trailer loaded with equipment | 2/14/2022 | 1UK500E2XC1075413 |
| TR | 054 | Vermac Message Board with trailer-2019 | 2/10/2022 | 1V9US4120KH223095 |
| TR | 055 | Vermac Message Board with trailer | 2/10/2022 | 1V9US4127KH223093 |
| TR | 056 | Vermac Message Board with trailer | 2/10/2022 | 1V9US4129KH223094 |
| TR | 057 | Vermac Message Board with trailer | 2/10/2022 | 1V9US4122KH223096 |
| TR | 058 | 2011 Trail King MDL 57 | 2/28/2022 | 1TKJ05331BM043340 |
| TR | 059 | 2022 Armorlite Belly Dump | 3/10/22 | 56EA53K28NA000641 |
| TR | 060 | 2022 Armorlite Belly Dump | 3/10/22 | 56EA53K21NA000643 |
| TR | 061 | 2020 Big Tex Trailer black | 2/28/22 | 16V1W2426M2015496 |
| TR | 062 | 2022 Multiquip Water Trailer | 5/9/23 | 5SLBM1228NL038349 |
| TR | 063 | 2023 Continental Cargo Mate Trailer | 7/6/23 | 5NHUVH62XPY049662 |
| TR | 064 | 2013 Trail King Lowboy Trailer | 8/17/23 | 1TKJ05330DM078583 |
| TR | 065 | 2023 Texline 20' x 83" Utility Trailer | 8/2/23 | 7HACU2025P1000605 |
| LT | 001 | 2010 Lube Truck #1 | 3/10/16 | 1HTMMANGAH268090 |
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| Dump Trucks | | | | |
| DT | 001 | 1995 International Dump Truck | 1/18/06 | 1HTSDAAN8SH227439 |
| DT | 002 | 1999 Peterbuilt (Yellow Bird) (Combo Plates) Silver | 6/15/12 | 1XP5DB9XXXD477848 |
| DT | 003 | 2000 International Dump Truck 92001 (LYP02) | 4/17/07 | 1HSCBAHR3YJ062909 |
| DT | 004 | 2005 International Dump Truck 94001 (LYP03) | 11/5/08 | 3HSCNAPRX5N030492 |
| DT | 005 | 2007 Peter Built Dump Truck 330 (RED)(LYP04) | 10/2/13 | 1NPFLTEX57N660680 |
| DT | 006 | 2007 International 9200 Haul Truck (Cream Puff) | 6/26/14 | 2HSCDAHN67C513187 |
| DT | 007 | 2007 International 9200 Dump Truck (LYP05) | 9/1/15 | 1HTXRSC17J452438 |
| DT | 008 | 2014 Peterbuilt 365 Dump Truck (LYP07) | 4/10/14 | 1NPSXPEX0ED236496 |
| DT | 009 | 2015 Peterbuilt Dump Truck (365 series) (LYP06) | 9/24/14 | 1NPSXPEX0FD242607 |
| DT | 010 | 2020 Peterbuilt Dump Truck (567) | 9/5/19 | NPCX7EXXLD640262 |
| DT | 012 | 2017 260E Articulated JD Dump Truck (Diesel) | 11/18/19 | 1DW260ETCGF678204 |
| DT | 011 | 2016 Petrbilt Tractor Truck 389 (Silver Hill) | 2/28/20 | 1NPXGGGG60D421521 |
| DT | 013 | 2007 International 4300 Flatbed Body Crash Truck(D | 4/20/20 | 1HTMMAAN57H392798 |
| DT | 014 | 2003 International 4300 Crash Truck | 3/17/21 | 3HTMMAAM13N583982 |
| DT | 015 | 2013 Ford F-750 TK S/A Dump Truck | 8/23/23 | 3FRWF7FB4DV799842 |
| CT | 001 | 2005 International 4300 Crash Truck(diesel) - DUPL | SEE PU 025 | 1HTMMAAM85H688149 |
| CT | 002 | 2007 International 4300 Flatbed Body Crash Truck(D | SEE DT 013 | 1HTMMAAN57H392798 |
| CT | 003 | 2003 International 4300 Crash Truck -DUPLICATE | SEE DT 014 | 3HTMMAAM13N583982 |
| CT | 004 | 2007 Freightliner Crash Truck M2106 | 4/15/21 | 1FVACXCS47HY81707 |
| ADT | 001 | 2002 Intl. Asphalt Dist. (Diesel) | 8/21/19 | 1HTSCABN92H521725 |

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|----------------|-----|---|----------|-------------------|
| CST | 001 | 2013 International Concrete Saw Truck | 7.8.19 | 1HTMMAAM7DH104590 |
| CST | 002 | 2012 Freightliner Concrete Saw Truck | 9/1/20 | 1FVACWDT3CDBM4794 |
| Tractor Trucks | | | | |
| HT | 001 | 2015 Peterbuilt 389K Tractor Truck (SH01) Silver Hill | 8/20/15 | 2NPXGGGG20M321135 |
| HT | 002 | 2015 Peterbuilt 389K Tractor Truck (SH03) Silver Hill | 8/20/15 | 2NPXGGGG10M321143 |
| HT | 003 | 2015 Peterbuilt 389K Tractor Truck (SH02) Silver Hill | 8/20/15 | 2NPXGGGG60M321137 |
| HT | 004 | 2015 Peterbuilt 389K Tractor Truck | 9/9/15 | 2NPXGGGG80M321141 |
| HT | 005 | 2015 Peterbuilt 389K Tractor Truck (SH04) Silver Hill | 9/1/15 | 2NPXGGGG60M321140 |
| HT | 006 | 2016 Peterbuilt Tractor Truck 389 | 11.19.17 | 1XPXP9X2GD328193 |
| HT | 007 | 2016 Peterbuilt Tractor Truck 389 (Red) | 2/14/20 | 1NPXGGGG10D450313 |
| HT | 008 | 2019 PB Model 389 Tractor Truck (Silver Hill) | 1/20/21 | 1XPXP4EX3KD612579 |
| HT | 009 | 2018 PB 367 Day Cab Truck Tractor (Silver Hill) | 8/27/21 | 1XPTD40XXJD458823 |
| HT | 010 | 2018 Freightliner Day Cab Tractor Truck (Silver Hill) | 9/23/21 | 3AKJGNFG2JDJT5242 |
| HT | 011 | 2012 PB Model 388 Tractor Truck | 2/28/22 | 1XPWP4EX3CD162350 |
| HT | 012 | 2013 Peterbilt | 8/17/23 | 1XPXP4TX3DD194742 |
| Equipment | | | | |
| MG | 001 | 1999 CAT 12 H Motorgrader | 5/1/13 | 8MN00670 |
| MG | 002 | 2014 CAT Motorgrader 65E | 7/16/15 | 65ET9987 |
| MG | 003 | 2019 CAT 12M3 Motorgrader (Blade) | 4.10.19 | N9F01223 |
| MG | 004 | 2013 CAT 140M2 Motorgrader | 9.22.17 | M9D01358 |
| MG | 005 | 2015 Cat 12M3 Motorgrader | 3/2/21 | CAT0012MNV900420 |
| MG | 006 | 2014 Cat 12M3 Motorgrader | 3/29/21 | CAT0012MJN9F00205 |
| MG | 007 | 2011 Cat 140M Motorgrader | 3/16/22 | B9D02903 |
| CD | 001 | John Deere Dozer 75HP 85HP 450J | 11/13/13 | T0450JX162167 |
| CD | 002 | 2013 CAT Dozer | 2/3/16 | KYY00532 |
| CD | 003 | 2014 CAT Dozer D5K | 11/7/17 | KYY01218 |
| CD | 004 | 2012 CAT D6N LGP Dozer | 2.28.19 | GHS01049 |
| CD | 005 | 2016 Cat D6K LCP Dozer | 4/17/20 | RST02079 |
| CD | 006 | 2018 Caterpillar D6N LGP Crawler Tractor | 6/15/21 | CAT00D6NCSGG00267 |
| CD | 007 | 2016 Caterpillar D6N LGP Dozer | 2/23/22 | 0MG500573 |
| CD | 008 | 2018 CAT DOZER- D6TVPAT | 2/25/22 | 0MH700900 |
| CSC | 001 | 1985 CAT. 621B Scraper | 3/8/21 | 2DB00711 |
| CSC | 002 | 1985 CAT. 621B Scraper | 3/8/21 | 2DB00542 |
| CSC | 003 | 1985 CAT 621B Scraper | 3/8/21 | 2DB00695 |
| CSC | 004 | 1985 CAT 621B Scraper | 9/15/21 | 2DB00394 |
| WL | 001 | 2014 John Deere Loader 524K | 10/22/15 | 1DW524KZCEE659526 |
| WL | 002 | 2011 KOMATSU WA250-6 LOADER | 3.23.17 | 76294 |
| WL | 003 | Case 621B Loader | 5/22/15 | JEE0051096 |
| WL | 004 | 2007 John Deere Loader Box Blade 210LE | 7/25/14 | T0210LE888076 |
| WL | 005 | 2015 John Deere 310 SL Backhoe Loader | 10.19.17 | 1T0310SLAFF284001 |
| WL | 006 | 2016 CAT 938M Loader | 3.11.19 | OJ3R02054 |
| WL | 007 | 2012 Volvo wheel Loader (L90G) | 8/21/19 | VCE0L90GT00003374 |
| WL | 008 | 2016 Komatsu WA270-7 Wheel Loader | 4/23/20 | 81298 |
| WL | 010 | 2015 Cat 930M Wheel Loader | 2/12/20 | CAT0930MTKTG00951 |
| WL | 011 | 2016 Komatsu WA270-7 wheel Loader (2nd.Machine) | 7/28/20 | KMTWA122AENA27504 |
| WL | 012 | 2014 John Deere 210KEP Box blade loader | 11/10/20 | 1T8210EKLEG891778 |

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| WL | 013 | 2017 Komatsu WA380-8 Wheel loader | 5/7/21 | S# 15098 |
| WL | 014 | 2019 JD 544K-II Wheel loader TT692466 | 11/10/21 | 1DW544KZEJF692466 |
| WL | 015 | KOMATSUWA270-8 Wheel Loader | 10/18/22 | A2833 |
| RL | 001 | 2005 Pneumatic Roller (Rosco 9 wheel) 915 | 12/19/05 | 38304 |
| RL | 002 | 2008 Ham HD 70 Drum Roller | 12/30/10 | H17030755 |
| RL | 003 | 2011 CAT Compactor Sheep Foot Roller | 11/21/14 | CAT0CP56VC5POO691 |
| RL | 004 | 2012 Ham HD 120 VV Vibratory Roller | 6/28/13 | H1840905 |
| RL | 005 | 2012 Ham DBLE Drum Roller (Vibratory Roller) HD1 | 7/2/12 | H2010926 |
| RL | 006 | Volvo pneumatic compactor PT240R (8 wheel) | 5/31/12 | VCEOT240A05325028 |
| RL | 007 | 2014 CAT CS56B Smooth Drum Roller | 5/22/15 | CATCS56BEL8H00715 |
| RL | 008 | 2015 Pneumatic Tire Roller (CW34) | 11.29.16 | CAT0CW34PCT300163 |
| RL | 009 | 2007 Dynapac Pad Drum Roller CC142 | 4/19/07 | 60213560 |
| RL | 010 | 2018 HAMM Padfoot Roller H10i | 2/26/18 | H2350463 |
| RL | 011 | 2015 CP54 Pad Drum Compactor(Cat.) | 6/18/19 | CPX00191 |
| RL | 012 | 2015 Hamm H11i Roller(Smooth Drum) | 9/6/19 | H2100495 |
| RL | 013 | 2019 HAMM HD80VV Asphalt Roller | 9/6/19 | H1860611 |
| RL | 014 | 2013 BOMG PADFOOT COMP BMP8500 | 9/30/19 | 101720121494.00 |
| RL | 015 | 2013 BOMAG PADFOOT COMP. BMP 8500 | 9/30/19 | 101720121531.00 |
| RL | 016 | 2013 BOMAG PADFOOT COMPACTOR BMP 8500 | 9/30/19 | 101720121035.00 |
| RL | 017 | 2014 HAMM 3307P ROLLER | 5/28/20 | H1891153 |
| RL | 018 | 2011 Caterpillar CS56 Vibratory Roller | 4/21/20 | CAT0CS56PC5S01547 |
| RL | 019 | 2016 Cat CW34 Pneumatic Compactor | 4/16/20 | AL300153 |
| RL | 020 | 2016 Cat CW34 Pneumatic Compactor | 4/15/20 | AL300146 |
| RL | 021 | 2019 Cat Asphalt Roller (Vibratory Compactor) CB8 | 10/14/20 | 0JL400132 |
| RL | 022 | 2021 HAMM Roller HD140VV | 3/3/21 | H2740046 |
| RL | 023 | 2021 Hamm HD14vv Double Drum Roller | 4/20/21 | H285.0033 |
| RL | 024 | 2021 H10ip Hamm 84" Padfoot Drum Roller | 1/24/22 | H284.0143 |
| RL | 025 | 2021 H10ip Hamm 84" Padfoot Drum Roller | 1/24/22 | H235.2370 |
| RL | 026 | 2021 H10ip Hamm 84" Padfoot Drum Roller | 1/24/22 | H235.2068 |
| RL | 027 | 2021 H10ip Hamm 84" Padfoot Drum Roller | 1/24/22 | H284.0159 |
| RL | 028 | 2022 CB4 Cat Roller | 11/14/22 | CAT0CB40V64900268 |
| RL | 029 | 2022 CAT CW34 Compactor | 11/18/22 | OAL300500 |
| RL | 030 | 2002 Caterpillar 815F Compactor | 6/20/23 | 1GN01109 |
| AP | 001 | 2008 Lee Boy Paver 8515 | 6/10/09 | 49328 |
| AP | 002 | 2010 VOGELE-Wirtgen Paver 5203-2 | 10/10/11 | 7750051 |
| AP | 003 | 2012 VOGELE Super 1300-2 asphalt paver | 12/3/12 | 811.0555 |
| AP | 004 | 2017 Voegel 1703-3i asphalt paver | 3.13.17 | 12830020 |
| AP | 005 | 2019 CAT Asphalt Paver | 11/11/19 | Ser. NRG00156 |
| AP | 006 | 2020 Cat Asphalt Paver | 11/19/20 | OMH600570 |
| AP | 007 | 2013 VOGELE S2000-3I Paver | 5/11/21 | 11740011 |
| CKM | 001 | Curber Machine | 7/16/13 | E35141J005754N |
| CM | 001 | 2017 Coring Machine (Homemade-UT Trailer) | 4/28/17 | 159A11013WL358093 |
| CM | 002 | 2014 Wirtgen TCM1800 Texture Cure Machine | 3/6/20 | 03BA0096 |
| CM | 003 | 2011 Gomaco TC600 Text/Cure Machine | 3/16/22 | 904400-224 |
| MM | 001 | 2015 Wirtgen Milling Machine W1501 | 5/19/2015 | 6130132 |
| MM | 002 | 2012 Bomag Milling Machine BM2000/60 | 8/21/19 | 821836261020 |
| MM | 004 | 2019 Weiler 2850 Re-milling machine | 8/13/21 | E2850A-1561 |

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|----|-----|---|----------|----------------------|
| MM | 003 | 2021 W200Fi Cold Milling Machine(Wirtgen) | 8/18/21 | 2120.0196 |
| RC | 001 | 2014 Wirtgen RECLAIMER/Recycler WR2000XL | 10.13.16 | 03WR0524 |
| RC | 002 | 2019 Wirtgen Reclaimer/Stabilizer WR200XLI | 2/11/22 | 09WR0163 |
| RC | 003 | 2013 BOMAG MIXER RS446 | 8.21.19 | SN921913221001 |
| VS | 001 | Concrete Vibratory Screed | 4/26/16 | No S# |
| VS | 002 | 2011 Bidwell 4800 Roller Paver & work bridges | 8/15/18 | 48-20111225HD |
| CP | 001 | 2000Concret SlipFormPaver- CMI MTP 400 Placer (| 12.1.16 | 537132 |
| CP | 002 | 2012 Fleming Triple Tube Roller | 10.25.18 | No Serial No per Ray |
| CP | 003 | 2006 GOMACO Placer/Spreader PS2600 | 10.24.18 | 904900-058 |
| CP | 004 | 2012 Bomag Crawler Profiler-BM2000/60 | 8/21/19 | ...1020 |
| CP | 005 | 2010 Gomaco PS-2600 Spreader | 3/16/22 | 904900-089 |
| SP | 002 | 1998 Gomaco GP 2500 Concrete slipform Paver | 12.1.16 | MC16019 |
| SP | 003 | 1992 GT-6300 Concrete Slip form paver | 12.1.16 | 900100-009 |
| SP | 004 | 2017 Wirtgen Slipform Paver SP62 | 3.20.18 | 23SP0014 |
| SP | 005 | 2017 Wirtgen Slipform Paver SP82 | 11/29/21 | 17SP-0010 |
| SS | 001 | 2009 Bobcat S330 Skid Steer Loader | 7/20/10 | A5HA35331 |
| SS | 002 | 2012 Bobcat S770 Skid Steer Loader | 5/14/12 | A3P412036 |
| SS | 003 | 2013 Bobcat T650 | 11/7/13 | A3P017719 |
| SS | 004 | 2013 Bobcat T650 Track Skid Steer Loader | 2/28/13 | A3P016668 |
| SS | 005 | 2014 Bobcat S770 Skid Steer Loader | 6/9/14 | ATF212577 |
| SS | 006 | 2014 Bobcat 590 Compact Track Loader | 8/28/14 | ALJU12972 |
| SS | 007 | 2015 Bobcat S770 Skid Steer Loader | 5/8/15 | ATF213361 |
| SS | 008 | 2016 Bobcat T590 Skid Steer Loader | 6/6/16 | ALJU19077 |
| SS | 009 | 2016 Bobcat T590 Skid Steer Loader | 6/6/16 | ALJU19097 |
| SS | 010 | 2015 T770 Bobcat Compact Track Loader | 1.31.17 | AN8T14508 |
| SS | 011 | 2017 BOBCAT T595 SKID STEER LOADER | 3.28.17 | B3NK12587 |
| SS | 012 | 2017 BOBCAT T595 Skid Steer W/ Tracks (Lease) | 9.31.17 | B3NK13696 |
| SS | 013 | 2017 Bobcat T650 Skid Steer (Lease) | 1.12.18 | ALJG22770 |
| SS | 014 | 2016 Bobcat T590 Skid Steer Loader(owned) | 5/10/19 | ALJU21370 |
| SS | 015 | 2017 Bobcat Skidsteer Track Loader | 2.5.18 | B3NK14133 |
| SS | 016 | 2016 Bobcat T590 Skid Steer Loader (OWNED) | 5/28/19 | ALJU21854 |
| SS | 017 | 2018 Bobcat Skid Steer T740 | 4.23.18 | B3CA13624 |
| SS | 018 | 2018 Bobcat Skid Steer T 595 (Leased) | 6.19.18 | B3NK22526 |
| SS | 019 | 2018 Bobcat T740 Compact Track Loader | 8.29.18 | B3CA14733 |
| SS | 020 | 2018 Bobcat T590 Skid Steer Loader (Lease) | 12.31.18 | ALJU29957 |
| SS | 021 | 2018 Bobcat T590 Skid Steer Loader (Lease) | 12.31.18 | ALJU29956 |
| SS | 022 | 2019 T740 Bobcat Skid Steer (Lease-GPS) | 4.9.19 | B3CA15275 |
| SS | 023 | 2019 Compact Track Loader (Lease-GPS) | 5.14.19 | B3NK31702 |
| SS | 024 | 2019 Bobcat Track Loader T-770 | 5.14.19 | AT6321612 |
| SS | 025 | 2019 Bobcat Track Loader T - 770 | 5.14.19 | AT6321283 |
| SS | 026 | 2019 Bobcat Skid steer T-595(LEASED) | 6.18.19 | B3NK31843 |
| SS | 027 | 2019 Bobcat Track Loader T595 (LEASED) | 10/9/19 | B3NK33734 |
| SS | 028 | Number voided- duplicated equipment was here. | | |
| SS | 029 | 2020 C259D3 Caterpillar Compact Track Loader - LE | 6/22/20 | CW905098 |
| SS | 030 | 2020 Bobcat T66 Skid Steer Loader w/ 68" bucket | 7/24/20 | B4SB11317 |
| SS | 031 | 2020 Bobcat T66 Skid Steer Loader w/ 68" bucket | 7/24/20 | B4SB11314 |
| SS | 032 | 2020 Bobcat T66 Skid Steer Loader w/ 68" bucket | 7/24/20 | B4SB11311 |

| | | | | |
|-----|-----|---|----------|-------------------|
| SS | 033 | 2020 Bobcat T66-Skid Steer Loader w/ 68" Bucket | 7/24/20 | B4SB11318 |
| SS | 034 | 2020 Bobcat T66-Skid Steer Loader w/ 74" Bucket | 10/26/20 | B4SB12557 |
| SS | 035 | 2020 Bobcat T66-Skid Steer Loader w/ 74" Bucket | 10/26/20 | B4SB12563 |
| SS | 036 | 2021 Bobcat T66-Skid Steer Loader w/ 74" Bucket | 12/31/20 | B4SB15820 |
| SS | 037 | 2021 Bobcat T66-Skid Steer Loader w/ 74" Bucket | 12/31/20 | B4SB15342 |
| SS | 038 | 2020 Bobcat T66-Skid Steer Loader w/ 74" Bucket | 4/30/21 | B4SB17683 |
| SS | 039 | 2020 Bobcat T66-Skid Steer Loader w/ 74" Bucket | 4/30/21 | B4SB17685 |
| SS | 040 | 2020 Bobcat T66-Skid Steer Loader w/ 74" Bucket | 4/30/21 | B4SB17647 |
| SS | 041 | 2021 Bobcat T66-Skid Steer Loader w/ 74" Bucket | 5/18/21 | B4SB17888 |
| SS | 042 | 2021 Bobcat T66-Skid Steer Loader w/ 74" Bucket | 5/18/21 | B4SB17686 |
| SS | 043 | 2021 Bobcat T740 Track Loader C37 P69 w/ 86" Bkt | 6/17/21 | B3CA21258 |
| SS | 044 | 2021 Bobcat T740 Track Loader C37 P69 w/ 86" Bkt | 6/17/21 | B3CA21255 |
| SS | 045 | 2022 Bobcat T-66 Skid Steer Loader w/ 74" Bucket | 5/12/22 | B4SB24936 |
| SS | 046 | 2022 Bobcat T-66 Skid Steer Loader w/ 74" Bucket | 5/12/22 | B4SB24373 |
| SS | 047 | 2022 Bobcat T-66 Skid Steer Loader w/ 74" Bucket | 5/12/22 | B4SB24374 |
| SS | 048 | 2022 Bobcat T-66 Skid Steer Loader w/ 74" Bucket | 5/12/22 | B4SB24938 |
| SS | 049 | 2022 Bobcat T770 Skid Steer Loader with 80" Bucke | 7/14/22 | AT6335781 |
| SS | 050 | 2022 Bobcat T770 Skid Steer Loader with 80" Bucke | 7/14/22 | AT6335959 |
| SS | 051 | 2022 Bobcat T66 Skid Steer Loader with bucket | | B4SB27526 |
| SS | 052 | 2022 Bobcat T66 Skid Steer Loader with bucket | | B4SB27536 |
| SS | 053 | 2023 Bobcat T66 Skid Steer Load with bucket | 12/19/22 | B4SB28568 |
| SS | 054 | 2023 Bobcat T66 Skid Steer Load with bucket | 12/19/22 | B4SB27931 |
| SS | 055 | 2022 Bobcat T66 Skid Steer Load with bucket | 4/5/23 | B4SB24775 |
| SS | 056 | 2022 Bobcat T66 Skid Steer Load with bucket | 4/5/23 | B4SB27602 |
| SS | 057 | 2022 Bobcat T66 Skid Steer Load with bucket | 4/5/23 | B4SB27897 |
| SS | 058 | 2023 Bobcat T66 Skid Steer Load with bucket | 4/5/23 | B4SB28851 |
| SS | 059 | 2023 Bobcat T66 Skid Steer Load with bucket | 4/5/23 | B4SB29052 |
| SS | 060 | 2023 Bobcat T770 Skid Steer Loader with bucket | 8/15/23 | AT6342265 |
| SS | 061 | 2023 Bobcat T770 Skid Steer Loader with bucket | 8/15/23 | AT6342263 |
| SSM | 001 | 2021 Mower King SSEFGC175 72 in Hyd Flail Skid S | 8/24/21 | SSEFGC17521052102 |
| MX | 001 | 2012 John Deere 60D mini excavator W/Bucket & Te | 12/21/12 | 1FF060DXACG281365 |
| MX | 002 | 2013 John Deere Mini Compact Excavator 50D | 9/4/13 | 1FF050DXEA0275367 |
| MX | 003 | 2015 John Deere 85G Excavator | 3/28/16 | 1FF085GXHFJ018001 |
| MX | 004 | 2015 John Deere 60G Compact Excavator | 10/26/15 | 1FF060GXHEJ286232 |
| MX | 005 | 2015 John Deere Mini Excavator 50G | 11.21.16 | 1FF050GXVFH282916 |
| MX | 006 | 2015 Bobcat Compact Excavator E26 | 1.31.17 | B33213018 |
| MX | 007 | relabelled to EX011 | | |
| MX | 008 | 2018 Bobcat Mini Excavator E50 (Lease) | 1.12.18 | AJ1814397 |
| MX | 009 | 2018 Bobcat Mini Excavator E50 (Lease) | 2.8.18 | AJ1814201 |
| MX | 010 | 2019 Bobcat Mini Excavator E85 (owned- GPS) | 10/20/21 | B48412131 |
| MX | 011 | 2019 Yanmar V1050-6A Blade Excavator E-50 | 4.12.19 | YMRV1050CJAJ60810 |
| MX | 012 | 2020 Bobcat E55 Comp. Excavator w/ Buckets | 3/31/20 | AJ1915838 |
| MX | 013 | 2020 Bobcat E55 Comp. Excavator w/ Buckets | 3/31/20 | AJ1915843 |
| MX | 014 | 2020 Cat Mini EX 308 NG w/COUPLER/HYP Thumb | 6/17/20 | GG802671 |
| MX | 015 | 2020 Cat mini EX 306-07 with CAB/HYD Coupler/ Th | 8/9/20 | CAT00306A6G601260 |
| MX | 016 | 2020 Bobcat E55 Excavator with 24 in Bucket | 1/22/21 | AJ1915840 |
| | | Bobcat E 35-Brandon's Crew-Rental not purchase | | |

| | | | | |
|-------------|-----|--|-----------|-------------------|
| MX | 017 | 2021 Bobcat E60 Mini EX C52 P64 with 24 " bucket | 7/12/21 | B4GR11780 |
| MX | 018 | 2021 Bobcat E60 Mini EX C52 P64 with 24 " bucket | 7/12/21 | B4GR11811 |
| MX | 019 | 2021 Bobcat E60 Mini EX C52 P64 with 24 " bucket | 7/12/21 | B4GR11805 |
| MX | 020 | 2021 Mini Hydraulic EX E88 Bobcat | 11/1/21 | B4NM11091 |
| MX | 021 | 2015 JD 50G MINI EX | 3/16/2022 | 1FF050GJFH282895 |
| MX | 022 | 2015 JD 35G Mini EX | 3/16/22 | 1FF035GXCEK272785 |
| MX | 023 | 2023 Bobcat E60 Mini EX | 6/1/23 | B4GR15232 |
| MX | 024 | 2016 Yanmar SV100-2A Mini Excavator | 6/20/23 | YMRSV100LGAJAF067 |
| MX | 025 | 2019 Yanmar YP-VI080 7-8 ton hydraulic excavator | 8/1/23 | AG539 |
| EX | 001 | 2013 Volvo Track Hoe Excavator EC220DL | 8/29/14 | VCEC220DV00210495 |
| EX | 002 | 2014 Volvo Excavator EC220DL | 12/28/15 | VCEC220DP06210720 |
| EX | 003 | Hitachi excavator with rubber tracks | 5/1/15 | 1FF01M0Q270434 |
| EX | 004 | 2012 KOMATSU Excavator PC-490-LC | 8/2/16 | KMTPC239C54A40062 |
| EX | 005 | 2018 CAT 320 Excavator | 7/31/18 | HEX01683 |
| EX | 006 | 2014 CAT 336FL Excavator | 4/1/19 | RKB00366 |
| EX | 007 | 2015 CAT 316 Excavator w/ Bucket | 12/5/19 | DZW01986 |
| EX | 009 | 2011 Cat 320D Excavator(Hydraulic) | 2/11/20 | CAT0320DKSPN01275 |
| EX | 010 | 2013 Caterpillar 329EL Hydraulic Excavator | 4/21/20 | CAT0329EKZCD00279 |
| EX | 011 | 2016 John Deere Excavator 245G (Excavator) | 11.17.17 | 1FF245GXHFE600936 |
| EX | 012 | 2016 Komatsu PC138USLC-11 Hydraulic Excavator | 6/23/20 | KMTPC261PFA50009 |
| EX | 013 | 2015 Case Trackhoe CX250 D | 11/19/20 | CX250DNFSM1134 |
| EX | 014 | 2015 Cat 349FL Hydraulic Ex | 12/14/20 | CAT0349FAHPD00493 |
| EX | 015 | 2018 Volvo EC250E Track Hoe w/ Attachments | 3/26/21 | VCEC250EK00310439 |
| EX | 016 | 2011 Cat 349 Excavator with 54" bucket | 9/28/21 | CAT0349EJDGE00252 |
| EX | 017 | 2020 Cat 330 with 60 in bucket | 1/21/22 | 0WCH10357 |
| EX | 018 | 2020 Cat 330 with 60 in bucket | 1/21/22 | 0WCH10343 |
| EX | 019 | 2013 Komatsu PC490LC-10 | 3/16/22 | A40339 |
| EX | 020 | 2017 YP-Yanmar SV100 Hydraulic Excavator 9-10 to | 3/23/23 | AF300 |
| EX | 021 | 2017 YP YANMAR SV100 Hydraulic Excavator | 6/14/23 | AF226 |
| MB | 001 | 2005 Rosco KB48 Broom & Gutter Broom | 9/2/05 | 38728 |
| MB | 002 | 2016 BROCE Model CRT 350 Broom | 8/9/17 | 409590 |
| MB | 003 | 2013 BROCE BROOM CR 350 | 2.28.19 | 408377 |
| MB | 004 | Broce Broom KR 350 | 9/30/19 | S# 409603 |
| MB | 005 | 2017 Broce broom CRT350 | 3/16/22 | 410095 |
| MBS | 001 | 1998 Freightliner FL70 Street Sweeper | 12/10/20 | 1FV6HFAA6WH971306 |
| FL | 001 | HYSTER H90FT forklift HT90FT | 11/14/14 | P005V01801F |
| FL | 002 | 2005 10kReach Lift (Skylift) | 4/26/16 | 160018168 |
| FL | 003 | Condor Reach Lift (Shop only) | | 3363 |
| FL | 004 | 2016 Telehandler (Skylift forklift) | 9/11/20 | OML500538 |
| Misc. Equip | | | | |
| AT | 001 | 2011 Atlas Copco XAS185 Portable Air Compressor | | 783720736 |
| AT | 002 | *80"CI HD bucket | 4/23/18 | 1159529 |
| AT | 003 | *24" fast cut Planer | 8/16/11 | 2317133353 |
| AT | 004 | 2011 Bobcat 73" Smooth Vibratory Roller | | AFLE00181 |
| AT | 005 | *80" Cutting Edge For Bobcat trencher | 5/14/12 | 45401995 |
| AT | 006 | 2012 - 80" bucket | 5/8/15 | 1100862 |
| AT | 007 | *18" bucket with teeth | 12/21/12 | AT358512 |

| | | | | |
|----|-----|---|----------|----------------------------|
| AT | 008 | *HYD clamp | 12/21/12 | AT397391 |
| AT | 009 | *42" bucket no teeth | 12/21/12 | AT408385 |
| AT | 010 | 2015 Hydraulic Breaker (Bobcat attachment) | 7/21/15 | BES046797 |
| AT | 011 | 74" Low Profile Bucket | 10/19/07 | 6731421 |
| AT | 012 | 2013 Bobcat 72" Sweeper | 10/21/13 | 783730663 |
| AT | 013 | *80" Bucket | 11/7/13 | 1075693 |
| AT | 014 | *80" bucket MFG 2014 | 6/9/14 | |
| AT | 015 | *24" Planer MFG 2014 | 6/9/14 | AJN702940 |
| AT | 016 | *18' 8" Boom heavy duty | 8/29/14 | |
| AT | 017 | *Excavator bucket | 8/29/14 | |
| AT | 018 | *80" CI Bucket | 1/13/17 | 1100862 |
| AT | 019 | *Excavator attachment | 8/29/14 | |
| AT | 020 | *80" LP bucket | 2/28/13 | 673142 |
| AT | 021 | 2015 Skid Pro 72" Pick up Broom w/Bristles | 6/30/15 | 106059 |
| AT | 022 | Skid Pro 72" Pick up Broom w/ Bristles | 10/13/15 | 108942 |
| AT | 023 | John Deere PB72 Pickup broom | 6/13/12 | TOBP72X110023 |
| AT | 024 | *2014 Auger Drive | 6/3/15 | TH00912 |
| AT | 025 | *18" BIT-See AT 024 | 6/3/15 | |
| AT | 026 | *24" hex bit- See AT024 | 6/3/15 | |
| AT | 027 | *48" HEX EXTENSION-See AT024 | 6/3/15 | |
| AT | 028 | *48" bucket for the Volvo | 5/12/15 | 117279-220-48VO |
| AT | 029 | *68" bucket MFG 2014 | 8/28/14 | 1088662 |
| AT | 030 | Dual GPS System for Dozer | 6.29.17 | |
| AT | 031 | 2016 Impact Drop Hammer | 7.6.17 | |
| AT | 032 | Speed Bump Attachment | 12.1.17 | Custom Fab Made |
| AT | 033 | 48" Fork Set | 6.22.18 | 1158034 |
| AT | 034 | 2019 12M3 GPS w/ Base Station (2) | 4.2.19 | N9F01223 GCS900 DUAL |
| AT | 035 | 2007 Genie S40 Boom Lift | 3/19/20 | S4007-12371 |
| AT | 036 | 2015 Bobcat 68" Bucket | 6/20/16 | 1111793 |
| AT | 037 | 2015 Bobcat 68" Bucket | 6/20/16 | 792 |
| AT | 038 | 2016 Bobcat T590-68" Bucket w/ forks | 5/10/19 | |
| AT | 039 | 68" Bucket w/ forks for Bobcat Skid Steer | 5/28/19 | Model 6731406 & SPV48 |
| AT | 040 | 2019 Bobcat-2018 80" Bucket/2019 Breaker | 5/14/19 | Bkt#1163578&Bkr#B37N00324 |
| AT | 041 | 2019 Bobcat-2018 80" Bucket | 5/14/19 | Bucket S# 1180848 |
| AT | 042 | 2018 Bobcat 80: LP Bucket | 8/29/18 | Bucket S# 1151030 |
| AT | 043 | 36" Tooth Bkt & 42" Smooth Bkt for MX011 | 4/12/19 | No S# |
| AT | 044 | 8" Core Drill Bit w/ 100' Gilmore Hose | 10/18/17 | N S# |
| AT | 045 | 36" Bucket & Hyyd Clamp for MX010 | 6/19/19 | B48P01012 |
| AT | 046 | 36" Strickland & 48" JD Buckets for MX007 | 11/17/17 | TA005430 & TA004389 |
| AT | 047 | 60" Forks and 3.75 YD Bucket for WL006 | 3/11/19 | WT5F119477 & 150101675 |
| AT | 048 | 3.5 Yd Bucket & 72' Forks | 2/12/20 | 15102777 & WT4F13637 |
| AT | 049 | 18" tracks -24" Bucket & 36" Bucket for MX003 | 3/28/16 | TA003417 & TA004047 |
| AT | 050 | Bucket for 2015 Cat Excavator | 12-6-119 | S#17NE1366 |
| AT | 051 | JD 96" Forks-72" Forks & 3.5 yd Bucket | 10/22/15 | J000066399-1-TA004031- |
| AT | 052 | EB40 Bucket w/ teeth For 2013 Volvo Ex | 8/24/14 | 7487301 |
| AT | 053 | Hyd Clamp & Bucket for 2013 JH M-Ex | 9/4/13 | AT397391 & AT317647 |
| AT | 054 | 42" & 18" Bucket & 2 Sets Clamps | 10/26/15 | AT408385-AT439375-275467 & |

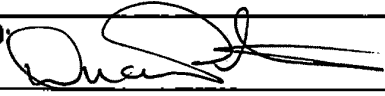
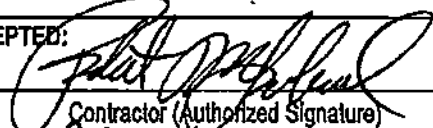
| | | | | |
|----|-----|---|----------|---|
| AT | 055 | Fork set for 2011 Komatsu Loader | 3/23/17 | No# |
| AT | 056 | 42" Bucket w/ Side Cutters for 2018Cat Ex | 7/31/18 | 18NE2228 |
| AT | 057 | 79' Workbridges (2) & Railes for 2011 Birdwell roller | 8/15/18 | No S# |
| AT | 058 | 2017 Bobcat HN980 Braker Assy-Drop Hammer | 1/23/18 | A00Y23095 |
| AT | 059 | MULCHER TEETH | 4/23/20 | NO S# |
| AT | 060 | 7 CY Forklift Debris Box | 4/23/20 | No S# |
| AT | 061 | 7 CY Forklift Debris Box | 4/23/20 | NO S# |
| AT | 062 | DOT-Z1 PRO DISTANCE MEASURING INSTRUME | 8/14/20 | ASIN#B0076SZQM6 |
| AT | 063 | 42" Bucket from Doggett for 2015 Komatsu | 8/12/20 | S#31637-07L |
| AT | 064 | 42" Bucket-Strickland 210G -SL | 11/23/20 | S# 0005001261-37 |
| AT | 065 | GP Bucket and Construction Forks | 5/7/21 | No S No. |
| AT | 066 | 54" BUCKET-CB2 Linkage | 4/29/20 | S#20NE0443 |
| AT | 067 | 12" 306 BUCKET (282-2785 w/ PINS (464-9907) | 3/8/21 | |
| AT | 068 | 2 SKI'S FOR ASPHALT PAVER | 3/18/21 | S# 20NE0493 & 20NE1051 |
| AT | 069 | Hyd Coupler & Thumb/24" Digging Bkt&47" Grinding | 8/19/20 | No # |
| AT | 070 | 4" Base Line Steel Forms/2 Pockets 10" length | 8/17/21 | Item# NS304-001 |
| AT | 071 | 4"X10' Flexible Radius Forms | 8/17/21 | Item#104-001(NS0104-001 |
| AT | 072 | KL30000 Automatic 6"-12" Barrier Lift | 9/23/21 | 6538092101 |
| AT | 073 | KL30000 Automatic 6"-12" Barrier Lift | 9/23/21 | 6538092103 |
| AT | 074 | 72" Bobcat Sweeper attachment | 10/29/21 | B5AC00772 |
| AT | 075 | 72" Bobcat Sweeper attachment | 10/29/21 | B5AC00916 |
| AT | 076 | KL12000TLP Automatic Barrier Lift 28" | 10/7/21 | 6324062103 |
| AT | 077 | KL12000TLP Automatic Barrier Lift 28" | 10/7/21 | 6479082102 |
| AT | 078 | 36" bucket for Cat 349 | 4/22/21 | MHC08448 |
| AT | 079 | 60" Conveyor Assembly for 2000 Gomaco | 12/7/21 | GOM500 |
| AT | 080 | 2022 Sitech GPS System | 3/10/22 | Control Box SN:1540J005SW; Receiver SN:3510J560SY; Radio SN:2101J043SQ |
| AT | 081 | 2022 Sitech GPS System | 3/10/22 | Control Box SN:3400J103SW; Receiver SN:1351J552SY; Radio SN:2101J067SQ |
| AT | 082 | Trackhoe"V" Bucket-Made by Damon Wise | 6/2/22 | Home Made |
| AT | 083 | Bomag BT65 -Vibratory Tamper | 6/16/22 | 1.01541E+11 |
| AT | 084 | 2022 Sitech GPS System | 4/6/22 | Control Box SN:3400J119SW; Receiver SN:0412J556SY & 0392J597SY; Radio SN:2531J017SQ |
| AT | 085 | 2022 Sitech GPS System | 4/6/22 | Control Box SN:2140J029SW; Receiver SN:0412J543SY & 0392J602SY; Radio SN:2501J040SQ |
| AT | 086 | 24" Planer High Flow Bobcat | 8/26/22 | AJN706306 |

CHANGE ORDER #2

Date of Issuance: 5/7/2025
Owner: Brazos County Road & Bridge
Contractor: Larry Young Paving
Project: I&GN Road Reconstruction

Owner's Contract No.: CIP # 23-608
Engineer's Project No.: 619027

The Contract is modified as follows upon execution of this Change Order:
Description: Deductions for items not used and tabulation of liquidated damages.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT ITEMS FOR I&GN ROAD |
|--|--|
| Original Contract Price: <u>\$5,904,443.25</u> | Original Contract Times: 220 Days Substantial Completion: <u>July 25, 2024</u> Ready for Final Payment: <u>August 24, 2024</u> |
| Change from previously approved Change Order #1: <u>\$1,494.00</u> | Change from previously approved Change Orders: <u>25 days</u> Substantial Completion: <u>August 19, 2024</u> Ready for Final Payment: <u>September 18, 2024</u> |
| Contract Price prior to this Change Order: <u>\$5,905,937.25</u> | Contract Times prior to this Change Order: <u>136 days</u> Substantial Completion: <u>January 2, 2025</u> Ready for Final Payment: <u>February 1, 2025</u> |
| Decrease of this Change Order: <u>-\$54,973.63</u> | Substantial Completion (per this CO): <u>January 2, 2025</u> Substantial Completion (Actual): <u>April 3, 2025</u> Total Days of Liquidated Damages: <u>91 days</u> Weather Days During Liquidated Damages Period: <u>22 days</u> |
| Contractor Price incorporating this Change Order: <u>\$5,850,963.62</u> | Total Liquidated Damages: <u>69 days @ \$250/day (per RFP)</u> Total Liquidated Damages: <u>\$17,250.00</u> |
| APPROVED: By:  Owner (Authorized Signature) Title: <u>COUNTY JUDGE</u> Date: <u>5/27/25</u> | ACCEPTED: By:  Contractor (Authorized Signature) Title: <u>Project mgr.</u> Date: <u>5/19/25</u> |

RECOMMENDED: 
By: _____
Title: CIVIL ENGINEER

Date: 5/21/2025



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 5/27/2025
ITEM: Approval of Contract #25-118 for Project Management Software with Procore Technologies Inc.
TO: Commissioners Court
FROM: Celina Nava
DATE: 05/22/2025
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: The County has been utilizing ProCore as its construction project management software for almost a decade. We recently expanded the services that we utilize the software for, to include financial tools (budget, contracts, invoicing, etc.), building information modeling (BIM, and analytics. ProCore's pricing structure is based on project counts, as well as project valuations. Due to this structure, the cost per year varies based on our workload. We are currently contracting with ProCore yearly. We did receive a discounted rate on next year's term, due to the drastic increase in project valuations, without notification prior to budgeting, and there will be a larger budget request from Project Management in FY26 to cover the increase. This software allows the Project Management Office to host a central hub for all our construction projects. As the host, we can dictate the means with which the platform is used on our projects and administer the system ourselves. The system is designed for construction, and has built in tools to handle all the project documentation and records of the project, to include Drawings, Specifications, RFIs, Submittals, Budget, Schedule, Contracts, Invoicing, Change Orders, etc. We currently have active projects within the platform, and we will need to continue to do so through completion. Our current contract expires June 25th, 2025.

Choosing to not execute prior to the expiration of the current term would have significant negative effects on all of our active projects. This contract cost is included within the Project Management Office budget.

ATTACHMENTS:

File Name

[Order Form.pdf](#)

Description

Proposal

Type

Backup Material



6309 Carpinteria Avenue
Carpinteria, CA 93013
(866) 477-6267

PROPOSED BY:
Ty Sadler
abby.wagner@procore.com

| Order Form | |
|---------------|---------------|
| Customer Name | Brazos County |
| Quote Number | Q-172351 |
| Generated By | Ty Sadler |

| Subscription Info | |
|------------------------|---------------|
| Subscription Type | Renewal |
| Start Date | June 26, 2025 |
| End Date | June 25, 2026 |
| Full Subscription Term | 12 |
| Billing Frequency | Annual |
| Payment Terms | Net 30 |
| Auto Renewal | No |
| PO # | |
| Tax Exempt | No |
| VAT ID | |
| Currency | USD |
| Offer Valid Through | May 16, 2025 |

| BILL TO: |
|--|
| Celina Nava cnava@brazoscountytexas.gov 979-361-4492 Brazos County 200 South Texas Ave., Suite 352, Bryan, TX 77803, United States |

| SHIP TO: |
|--|
| Trevor Lansdown tlansdown@brazoscountytexas.gov +1 9793614586 Brazos County 200 S TEXAS AVE STE 352, BRYAN, TX 77803-3999, United States |

| Year 1 Subscription | | | | |
|--|-----------------|-----|-------------------------------|-------------|
| Product Name | Unit of Measure | Qty | Subscription Term | Annual Fees |
| Project Management Pro Tools: Bidding, Copilot, Correspondence, Daily Log, Drawings, Emails, Maps, Meetings, Photos, Planroom, Punch List, RFI, Schedule, Specifications, Submittals, Timecard, Transmittals | ACV(MM) | 12 | June 26, 2025 - June 25, 2026 | \$17,222.62 |
| Quality & Safety Tools: Action Plans, Daily Log, Forms, Incidents, Inspections, Maps, Observations, Photos, Schedule | ACV(MM) | 12 | June 26, 2025 - June 25, 2026 | \$5,229.98 |
| Project Financials Tools: Budget, Change Events, Change Orders, Commitments, Direct Costs, Maps, Prime Contract | ACV(MM) | 12 | June 26, 2025 - June 25, 2026 | \$6,571.64 |
| Invoice Management Tools: Invoicing, Maps | ACV(MM) | 12 | June 26, 2025 - June 25, 2026 | \$4,661.72 |
| BIM Suite Tools: Coordination Issues, Maps, Models | ACV(MM) | 12 | June 26, 2025 - June 25, 2026 | \$5,000.00 |
| Procore Analytics (2.0) Tools: Maps, Procore Analytics | ACV(MM) | 12 | June 26, 2025 - June 25, 2026 | \$6,322.47 |
| Subtotal | | | | \$45,008.43 |

| | |
|--------------------|-------------|
| Total Fees | |
| Subscription Fees: | \$45,008.43 |
| Total Fees: | \$45,008.43 |

| |
|----------------------|
| TERMS AND CONDITIONS |
|----------------------|

The prices shown above have been rounded to two decimal places for display purposes. Prices quoted do not include taxes. One-time promotional pricing, when applicable on the Order, will expire at the end of the Subscription Term.

The following are the Usage Metrics for the Services in accordance with the Unit of Measure listed in the Product Table above. If Customer's usage exceeds the quantity listed within the Product Table above, then Customer will be subject to additional Fees:

Annual Construction Volume ("ACV") means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during each 12-month period identified on this Order.

Resource Planning: Customer's use of Resource Planning is limited by the number of Full-Time Equivalents (FTE), which is the average number of Active Resources annually during the Subscription Term. An Active Resource is defined as an individual or item (e.g. person or equipment) with an active assignment. The average number of Active Resources will be determined on a monthly basis commencing on the Start Date of the Subscription Term.

Resource Tracking: Customer's use of Resource Tracking is limited by the number of Full Time Equivalents ('FTE') calculated as the average number of Active Resources annually during the Subscription Term. An Active Resource is defined as an individual or item (e.g. person or equipment) with time logged in the Timesheets tool. The average number of Active Resources will be determined on a monthly basis commencing on the Start Date of the Subscription.


In addition to the tools listed above, all Procore clients have access to the following core tools: directory, documents, reports, and task, except for those clients who have purchased only Capital Planning and/or Portfolio Financials.

This Order is governed by the terms of the Procore Subscription and Services Agreement (for Public Sector only) found at <https://www.procore.com/legal/subscription-agreements/public-sector> (the "SSA") and the Data Processing Addendum found at <https://www.procore.com/legal/dpa> (the "DPA").

Each Party represents that it has the authority to enter into this Order.

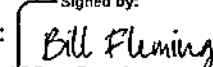
To view details of services purchased, please visit this [page](#).

Brazos County ("Customer")

Signature: 
 Name: DUANE PETERS
 Title: COUNTY JUDGE
 Date: 5/27/25

I accept the terms and conditions of the SSA found at <https://www.procore.com/legal/subscription-agreements/public-sector>

Procore Technologies, Inc. ("Procore")

Signed by:
 Signature: 
 Name: Bill Fleming
 Title: SVP, Corporate Controller
 Date: 04/18/25



Legal



PROCORE SUBSCRIPTION AND SERVICES AGREEMENT

(FOR U.S. PUBLIC SECTOR GOVERNMENT CUSTOMERS ONLY)

This Subscription and Services Agreement, including any Orders and SOWs, ("**Agreement**") governs Customer's use of Procure Services. This Agreement is between the applicable Procure contracting entity set forth in Section 11.5 ("**Procure**") and the customer contracting entity identified on the Order or SOW ("**Customer**"). Procure and Customer may also be referred to herein individually as "Party" or together as the "Parties." Capitalized terms used but not otherwise defined herein have the respective meanings designated in Section 12. The "Effective Date" is the date Customer accepts the terms of this Agreement by executing an order or SOW that references this Agreement. The Parties hereby agree as follows:

1. PROVISION OF SERVICES

1.1. Access to Subscription Services. Subject to Customer's compliance with this Agreement, Procure shall make the Subscription Services available to Customer during the Subscription Term for Customer's internal business use (including, for example, to coordinate vendors on Customer's projects) in accordance with the Usage Metric on the applicable Order.

1.2. Evolving Procure Technology. Subject to Section 7.2(b), Procure may issue Updates for the Services during the Subscription Term. Customer agrees, however, that its purchase and use of the Subscription Services are not contingent on any future functionality or features, or dependent on any oral or written statements made by Procure or any of its Affiliates regarding future functionality or features.

1.3. **Protection of Customer Data.** Procore shall maintain the administrative, technical, and physical safeguards set out in Appendix B of the Data Processing Addendum ("DPA"). Where Customer's use of the Services includes the processing of Customer Personal Data, such use will be governed by the DPA. Customer shall only provide to Procore the minimum amount of personal data necessary to enable Customer to use the Services in accordance with this Agreement.

1.4. **Beta Services.** Customer may elect, at its option, to participate in any Beta Service. Customer's use of any Beta Service is subject to additional restrictions Procore specifies. If Customer participates in a Beta Service, it agrees to test and provide ongoing feedback about the Beta Service. Beta Services are solely for Customer's evaluation purposes and are subject to the use restrictions in Section 2.2. Unless otherwise stated, Customer's use of any Beta Service will end on the earlier of the date of such Beta Service's commercial release or the date Procore discontinues the Beta Service. Procore may change or discontinue Beta Services at any time without notice or liability. Procore may choose not to make Beta Services generally available. No clickwrap or clickthrough terms for Beta Services will modify this Agreement. **Beta Services are not "Services" and are provided "as is." Any warranties or contractual commitments Procore makes for other Services do not apply to Beta Services. Procore and its Affiliates will have no liability or obligation for any damage or harm arising from or in connection with any Beta Service.**

2. USE OF SERVICES

2.1. **Customer's Responsibilities.** Only Authorized Users are permitted to access and use the Services. Customer shall be solely responsible for (a) Authorized Users' compliance with this Agreement, any Order(s) issued hereunder, and any activities that occur as a result of Authorized Users' access to the Services; (b) the accuracy and quality of Customer Data, the means by which Customer acquired Customer Data, and obtaining appropriate usage rights with respect to Customer Data; (c) maintaining the confidentiality of Customer usernames, passwords, and other account information or access credentials (as applicable); and (d) ensuring Authorized Users use the Services only in accordance with the Documentation. Customer shall follow all requirements under applicable law, which may include providing notice and disclosures to Authorized

Users and/or Data Subjects that Customer Personal Data (as defined in the DPA) is subject to Customer's own privacy policy and other terms regarding the use or handling of Customer Personal Data as required by applicable Data Protection Law. Customer acknowledges that Procore does not assess the type or substance of Customer Data to identify whether it is Customer Personal Data and/or subject to any specific legal requirements. Customer shall notify Procore promptly upon learning of any unauthorized use of or access to the Services.

2.2. Restrictions. Customer shall not and shall not permit others to (a) make any Services available to any third party other than Customer or Authorized Users; (b) sell, resell, license, sublicense, distribute, rent, or lease any Services, or include any Services in a service bureau or outsourcing offering; (c) use the Services to store or transmit infringing, tortious, libelous, or otherwise unlawful material that violates the rights of any third party, or Harmful Code; (d) use the Services in a way that seeks to interfere with or disrupt the integrity or performance of the Services or any third-party data contained therein; (e) use, or permit access to, the Services in a way that seeks to circumvent the Usage Metrics; (f) use the Services to exploit any Procore Intellectual Property Rights except as otherwise expressly permitted under this Agreement, an Order, or the Documentation; (g) frame or mirror any part of the Services, except as permitted by and in accordance with the Documentation; (h) access the Services in order to develop a competitive product or service, to benchmark with a non-Procore product or service, or to otherwise exploit for competitive purposes; (i) reverse engineer, copy, or modify any software included as part of the Services; (j) use the Services to store or transmit harmful, abusive, threatening, obscene, defamatory, bigoted, or otherwise objectionable material; (k) use the Services to send unsolicited communications, promotions, or advertisements in violation of any applicable anti-spam or e-privacy law, rule, or regulation; or (l) use any automated device or process, such as a robot, spider, datamining, web-scraping, or other means to circumvent, access, use, or integrate with the Services or its contents, including but not limited to other user account information.

2.3. Affiliates. Customer may designate its Affiliates as Authorized Users. Additionally, Customer's Affiliates may purchase Services by entering into a separate Order with Procore or Procore's applicable Affiliate, in which case

"Customer" as is defined herein will mean that Affiliate. Each Affiliate's Order(s), and the corresponding Usage Metrics, are separate and distinct from Customer's and its other Affiliates' respective Orders and Usage Metrics, unless otherwise set forth on an applicable Order.

3. THIRD-PARTY APPLICATIONS

Customer may choose to use the Services with third-party platforms, products, or services, including offerings made available through Procore's API or App Marketplace ("**Third-Party Applications**"). Third Party Applications are not Procore Services. Customer's use of Third-Party Applications is subject to the third-party provider's terms of use. Use of Third-Party Applications with the Services may require the Third-Party Application to access Customer Data. If Customer chooses to use Third-Party Applications with the Services, Customer permits Procore to provide such access on Customer's behalf. Procore makes no warranty or guarantee with regard to any Third-Party Applications, any interoperation between the Services and Third-Party Applications, or the continued availability of Third-Party Applications.

4. FEES AND PAYMENT

4.1. Fees. Customer shall pay Procore all fees as set forth in the applicable Order or SOW, as well as any Overages ("**Fees**"). Except as set forth herein, all payment obligations are non-cancelable and Fees paid are non-refundable. Customer is responsible for providing complete and accurate billing and contact information to Procore and promptly notifying Procore of any changes to such information.

4.2. Non-Payment Suspension. Customer may dispute in good faith the amount on an invoice in writing before the due date of such invoice, and shall work diligently with Procore to promptly resolve the dispute. If Customer fails to pay any undisputed portion of a past due invoice within ten (10) calendar days after receiving notice that its account is overdue, Procore may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full ("**Non-Payment Suspension**"). Procore is not obligated to continue to provide Services without payment of applicable Fees.

4.3. Use of Purchase Orders. No terms of any purchase order or other form or agreement provided by Customer will modify or supplement this Agreement, regardless of any failure of Procore to object to such terms, and any such terms will have no force or effect.

4.4. Taxes. Fees and Overages do not include any taxes, tariffs, levies, duties, or similar governmental charges or assessments of any nature, including, value-added, sales, use, or withholding taxes, assessable by any jurisdiction (collectively, "**Taxes**"). Unless Customer provides Procore with a valid tax-exemption certificate, Customer is responsible for paying all Taxes associated with its purchases under this Agreement. If Procore is legally required to pay or collect Taxes for which Customer is responsible under this Section, Procore shall invoice Customer and Customer shall pay such amounts, unless Customer provides Procore with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Procore is solely responsible for taxes assessable against it based on its own income, property, and employees. Unless prohibited by the applicable taxing jurisdiction, the tax situs will be Customer's ship-to address as set forth in the applicable Order.

4.5. Usage Verification & Subscription Review. No more than once annually, Procore's subscription management team may initiate a subscription review, which requires Customer to provide written supplemental information to verify Customer's Usage Metric. Customer shall provide such records within fifteen (15) business days, or such other mutually agreeable time frame, of Procore's written request. Customer shall reasonably cooperate with and assist Procore or its Affiliates, as applicable, in such review and verification of Customer's Usage Metric. If Customer exceeds the Usage Metrics, Customer shall pay for any usage of the Services that exceeds the Usage Metric ("**Overages**"). Overages will not occur if Customer ensures that its usage of the Services does not exceed the Usage Metric purchased. Overages, if any, will be invoiced at Procore's standard rates (without discount) at the time of invoicing and are payable within the timeframe set forth in the applicable Order.

4.6. Purchases Through a Reseller. If Customer purchases Services through a Reseller, the pricing and payment terms for such Services are between Customer and Reseller ("**Reseller Terms**"). Customer acknowledges that

(a) all payments for Services procured via a Reseller will be made directly to the Reseller and in accordance with the Reseller Terms; and (b) if a Reseller notifies Procore of its right to terminate or suspend any Services, Procore may terminate or suspend such Services. Procore will not be liable to Customer or any third party for any liabilities, claims, or expenses arising from or relating to any applicable Reseller Terms, or Customer's relationship with any Reseller.

5. PROPRIETARY RIGHTS AND LICENSES

5.1. Customer Data. As between the Parties, Customer Data and Customer's Confidential Information are and will remain owned exclusively by Customer. Customer hereby grants Procore, its Affiliates, and its subprocessors a worldwide right and license to process and use Customer Data for the purposes of: (a) providing, maintaining, securing, analyzing, and updating the Services; (b) collecting and compiling data, insights, and information in an aggregated and/or de-identified manner that does not identify Customer, Customer Confidential Information, Authorized Users, or any individual ("**Aggregated Data**"); and (c) complying with legal or regulatory obligations, enforcements, investigations, or similar proceedings. Customer acknowledges that Procore or its Affiliates may review Customer's use of the Subscription Services for the purpose of providing Services and verifying Customer's compliance with this Agreement. Procore's use of Customer Data will comply with Section 1.3 ("Protection of Customer Data") and Section 6.2 ("Protection of Confidential Information").

5.2. Ownership; Reservation of Rights. As between the Parties, all Intellectual Property Rights, including Intellectual Property Rights in the Services, Updates, Beta Services, Documentation, Aggregated Data, and Procore's Confidential Information, are and will remain owned exclusively by Procore and its Affiliates, as applicable. Procore may freely use and incorporate into Procore's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Customer or by any Authorized Users relating to Procore's products or services. Feedback and any other suggestions are provided by Customer exclusively "as is," in Customer's sole discretion, and will not be used in Procore in any way that identifies Customer or Authorized Users. Unless otherwise specified in an applicable SOW, all deliverables (excluding

any Customer Data contained within a given deliverable), provided in the performance of Professional Services are owned by Procore and will be made available as part of the Subscription Services provided under this Agreement. Nothing in this Agreement will preclude or limit Procore from using or exploiting any concepts, ideas, techniques, or know-how of or related to the Services. Other than as expressly set forth in this Agreement, no license or other rights in or to the Services or other Procore Intellectual Property Rights are granted to Customer, and all such rights are expressly reserved to Procore and its Affiliates.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. **"Confidential Information"** means all information or data disclosed by a Party or any of its Affiliates (as applicable, the **"Disclosing Party"**) to the other Party or any of its Affiliates (as applicable, the **"Receiving Party"**) that is confidential, proprietary, or otherwise not publicly available, or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure, whether oral or in writing, and disclosed during the Term in connection with the Services. Confidential Information includes (a) with respect to Customer, Customer Data; (b) with respect to Procore, the Services, pricing, and the Beta Services, including any discussions or information related to Beta Services; and (c) with respect to a Party, any technical, financial, economic, marketing, strategic, business, product, design, or operational information of such Party, including the terms of this Agreement and all Orders and SOWs. Confidential Information does not include any information that the Receiving Party can demonstrate (w) is or becomes generally known to the public without breach of this Agreement or any other agreement by the Receiving Party; (x) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (y) is received from a third party without restriction on disclosure and without breach of any obligation owed to the Disclosing Party; or (z) was independently developed by the Receiving Party without use of or reference to any Confidential Information, as demonstrated by contemporaneous written documentation.

6.2. **Protection of Confidential Information.** The Receiving Party shall (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (b) not use any Confidential Information for any purpose outside the scope of this Agreement; and (c) except as otherwise expressly consented to by an authorized representative of the Disclosing Party, limit access to Confidential Information to its legal counsel, accountants, and those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are under obligations to maintain confidentiality no less restrictive than those herein ("**Authorized Recipients**"). Each Party shall remain responsible for such Authorized Recipients' compliance with this "Confidentiality" Section. Notwithstanding the foregoing, Procore acknowledges that Customer may be subject to open record disclosure laws or the equivalent. Customer will provide Procore advance written notice and the opportunity to assert any exemptions available by law as set forth in Section 6.3.

6.3. **Compelled Disclosure/Public Records.** To the extent compelled by law or legal process, including public record disclosure laws or the equivalent, the Receiving Party shall (a) give advance written notice of the compelled disclosure or public record disclosure request to the Disclosing Party (to the extent legally permitted) and (b) afford the Disclosing Party the opportunity to assert any available exemptions

7. REPRESENTATIONS, WARRANTIES, EXCLUDING REMEDIES, DISCLAIMERS

7.1. **General Warranty.** Each Party represents and warrants that it has the necessary rights to enter into this Agreement and has the legal power to do so.

7.2. **Procore Limited Warranties.** Procore warrants that (a) the Subscription Services will perform materially in accordance with the applicable Documentation; (b) Procore will not materially reduce the core functionality of the Subscription Services during the current Subscription Term; and (c) Procore will perform the Professional Services in a diligent and professional manner. Customer's exclusive remedy and Procore's entire liability for a breach of the above warranties will be, at Procore's option, (x) the correction of the deficient Service that caused the breach of warranty, or

(y) provision of comparable functionality. If Procore, as determined in its reasonable discretion, cannot accomplish (x) or (y), then Procore shall terminate the deficient Service and refund to Customer any prepaid Fees for the terminated Service, prorated to cover the remaining portion of the Subscription Term following notice of the breach of warranty.

7.3. Disclaimers. Except as expressly provided herein, neither Party nor its licensors or subprocessors makes any warranty of any kind, whether express, implied, statutory, or otherwise, and each Party and its licensors and subprocessors specifically disclaim all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, to the maximum extent permitted by applicable law. Procore does not warrant that Services will be error-free or uninterrupted, or will meet Customer's requirements or expectations.

8. INDEMNIFICATION

8.1. Indemnification by Procore.

- a. Procore shall defend any claim brought against Customer by a third party to the extent such claim alleges that Customer's use of the Subscription Services (as authorized in this Agreement, and as provided by Procore to Customer) (1) infringes any valid and enforceable third-party patent, copyright, or trademark, or (2) misappropriates a third-party trade secret (a "Claim"). If a third party makes a Claim against Customer, Procore shall pay all damages (including reasonable attorneys' fees) finally awarded against Customer by a court of competent jurisdiction, or the settlement agreed to by Procore with respect to such Claim.
- b. If any Claim is brought or threatened, or if Procore reasonably believes that the Subscription Services may become the subject of a Claim, Procore may, at its sole option and expense (1) procure for Customer the right to continue to use the applicable Subscription Service; (2) modify the Subscription Service to make it non-infringing; (3) replace the affected aspect of the Subscription Service with non-infringing technology having substantially similar capabilities; or (4) if Procore determines none of the foregoing is commercially practicable, terminate the affected Subscription Service and refund Customer any prepaid Fees related to the applicable Subscription Services prorated for the remainder of the Subscription Term.
- c. Procore's defense and indemnity obligations do not apply to, and Procore will have no liability with respect to, any Claim arising in whole or part due to (1) any modification of the Subscription Services made by anyone other than Procore; (2) any use of the Subscription Services in combination with software, products, or services not provided

by Procore; (3) any Third-Party Applications; (4) Beta Services or Services under an Order for which there is no charge (other than discounted Services); (5) Customer's use of the Subscription Services not in compliance with this Agreement; or (6) Customer's failure to use any Update provided by Procore, to the extent such Update would make the Services non-infringing.

This indemnity states Procore's entire liability, and Customer's exclusive remedy, for any Claims as described in Section 8.1.

8.2. Indemnification by Customer. Except where prohibited by applicable statute, Customer shall defend any claim or regulatory action brought against Procore by a third party to the extent such claim relates to the Customer Data (if used by Procore in accordance with this Agreement), use of the Services under this Agreement, or Third-Party Applications built by or on behalf of Customer. If a third party makes such a claim against Procore, Customer shall pay all damages (including reasonable attorneys' fees) finally awarded against Procore by a court of competent jurisdiction or the settlement agreed to by Customer with respect to such claim. **This indemnity states Customer's entire liability, and Procore's exclusive remedy, for any third-party claims as described in this Section 8.2.**

8.3. Procedure. The defense and indemnity obligations above are conditioned upon the indemnified Party providing the indemnifying Party with (a) prompt notice; (b) sole control over the defense and any settlement negotiations; and (c) all information and assistance reasonably requested by the indemnifying Party in connection with the defense or settlement of the indemnifiable claim. The indemnifying Party shall not agree to a settlement that imposes any obligation or liability on the indemnified Party without the indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed. The indemnified Party may appear in connection with such claims, at its own expense.

9. LIMITATION OF LIABILITY

9.1. Exclusion of Damages. **Except with regard to a Party's indemnification obligations under Section 8 ("Indemnification"), neither Party nor its respective Affiliates will be liable for any loss of profits, revenues, goodwill, anticipated savings, or use, costs of substitute goods or services, business interruption, or work stoppage, or any indirect, special, incidental, exemplary, punitive, or consequential damages,**

however caused, and based on any theory of liability, arising out of or relating to this Agreement, whether for breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, even if such Party is advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by applicable law.

9.2. Limitation of Liability. A Party's and its respective Affiliates' aggregate cumulative liability for all damages arising out of or related to this Agreement will not exceed the applicable Fees paid or payable to Procure in an Order or SOW for the applicable Services and attributable to the twelve (12) month period immediately preceding the event giving rise to the liability. The existence of more than one claim will not expand this limit. The liability limitations under this Section 9.2 will not apply to (a) Customer's obligations to pay Fees due under this Agreement or material breach of Section 2.1; (b) Customer's interference with another party's ability to use the Procure software-as-a-service; (c) amounts finally determined pursuant to either Party's indemnity obligations under Section 8; (d) either Party's gross negligence, willful misconduct, or fraud; (e) misuse or misappropriation by a Party of the other Party's intellectual property rights; or (f) either Party's negligence on-site during the performance of Professional Services that results in death or personal injury. Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited under applicable law.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement will begin on the Effective Date and continue until terminated as permitted herein (the "Term"). If there are no active Orders, this Agreement will automatically terminate after ninety (90) days.

10.2. Subscription Term. The initial Subscription Term and any applicable renewal Subscription Term will begin and end in accordance with the start date and end date set forth in the Order.

10.3. Suspension. In the event of Customer's or an Authorized User's breach of this Agreement, including without limitation for Non-Payment Suspension or violation of the restrictions in Section 2.2, Procure may, in its

reasonable discretion, suspend Customer's or an Authorized User's access to or use of the Subscription Services. Notwithstanding the foregoing, unless the circumstances dictate otherwise, Procore shall reasonably notify Customer and the Authorized User via email before taking the foregoing actions, and shall restore access once the breach has been remedied.

10.4. Termination. Either Party may terminate this Agreement or any Order or SOW upon notice if the other Party is in material breach of this Agreement, where such material breach is not cured (to the extent capable of being cured) within thirty (30) days after receiving notice of breach from the non-breaching Party, or with immediate effect where such material breach cannot be cured. For the avoidance of doubt and without limiting Procore's rights, Customer's noncompliance with Section 2.2 or Section 4.1 will be deemed a material breach of this Agreement. Either Party may terminate this Agreement with immediate effect if the other Party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors, and such petition or proceeding is not dismissed within forty-five (45) days.

10.5. Effect of Termination. Upon the termination of this Agreement for any reason (a) unless otherwise agreed by the Parties in writing, all outstanding Orders, SOWs, and access to the Subscription Services will automatically terminate; (b) Customer and its Authorized Users shall immediately cease access and use of the Subscription Services, other than for retrieval purposes provided in (d) below; (c) all Customer's outstanding payment obligations will become due and payable immediately; and (d) for thirty (30) days following the end of the final Subscription Term, Procore shall make Customer Data available to Customer, at Customer's request, via the Subscription Services, solely for purpose of allowing Customer to retrieve Customer Data. After thirty (30) days, Procore will have no obligation to maintain or provide any Customer Data, and thereafter may delete or destroy all copies of Customer Data. If Procore is required to retain a copy of Customer Data for legal purposes, such copy will remain subject to the confidentiality provisions of this Agreement.

10.6. Refund or Payment upon Termination. If Customer terminates this Agreement due to Procore's material breach, Procore shall refund Customer the prorated portion of prepaid Fees for the remaining Subscription Term. If Procore terminates this Agreement due to Customer's material breach, Customer shall promptly pay any unpaid Fees. Termination will not relieve Customer of its obligation to pay any Fees for the period prior to the effective date of termination.

10.7. Surviving Provisions. The Sections titled "Fees and Payment" (Section 4), "Proprietary Rights and Licenses" (Section 5), "Confidentiality" (Section 6), "Representations, Warranties, Exclusive Remedies, Disclaimers" (Section 7), "Indemnification" (Section 8), "Limitation of Liability" (Section 9), "Term and Termination" (Section 10), and "General Provisions" (Section 11) will survive any termination of this Agreement.

11. GENERAL PROVISIONS

11.1. Trademarks and Logo Usage. Neither Party shall use the logos, trademarks, service marks, product names, or trade names of the other Party without the prior written consent of the other Party. If Customer uses Procore's logos, trademarks, service marks, product names, or trade names, such use will be subject to the Procore trademark usage guidelines at www.procore.com/legal/trademark.

11.2. Export Control and Sanctions. Each Party shall comply with all applicable Export Control and Sanctions Laws and Regulations in connection with providing and using the Services. Without limiting the foregoing, (a) each Party represents that it is not listed on any list of entities or individuals who are restricted from receiving U.S. services or items subject to jurisdiction of U.S. Export Controls or U.S. persons transacting with it (including but not limited to the Specially Designated Nationals and Blocked Persons List and the Entity List) nor is it owned or controlled by any such listed entity or individual; (b) Customer shall not, and shall ensure that Authorized Users do not, violate any Export Control and Sanctions Laws and Regulations, or cause any such violation to occur; and (c) Customer shall not use or cause any person to use the Services to store, retrieve, or transmit technical data controlled under the U.S. International Traffic in Arms Regulations.

11.3. **Applicable Law & Anti-Corruption.** Each Party shall comply with applicable laws in performance of this Agreement. Neither Party has promised, made, or received any bribe, kickback, or other similar payment or transfer of value from or to any director, officer, employee, agent, or other representative of the other Party in connection with this Agreement.

11.4. **U.S. Government Rights.** The Services and Documentation comprise "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, the rights of U.S. Government end users to use commercial computer software, commercial computer software documentation, and technical data furnished in connection with this Agreement are solely as provided in this Agreement.

11.5. **Governing Law & Venue.** Any dispute arising out of or relating to this Agreement is subject to the governing law and primary jurisdiction and venue in which Customer is located, in all cases without reference to conflict of law rules of any jurisdiction. The provisions of the United Nations Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Acts will not apply to this Agreement in any manner whatsoever. Notwithstanding anything to the contrary, either Party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

11.6. **Dispute Resolution.** The Parties shall attempt in good faith to promptly resolve any disputes arising out of or relating to this Agreement by negotiation between representatives of each Party with the authority to resolve such dispute. If the Parties are unsuccessful in reaching resolution after a reasonable time, either Party may elect to exercise remedies available under this Agreement or at law.

11.7. **Notices.** Notices to Customer will be delivered via email or overnight delivery at the address associated with the Order. Notices to Procore will be delivered via email to **legalnotice@procore.com** or by overnight

delivery to Procore Technologies, Inc., Attention Chief Legal Officer, 6309 Carpinteria Ave., Carpinteria, CA 93013 USA. All notices must be in writing and will be effective when received.

11.8. Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement to the extent due to any cause beyond its reasonable control (a "**Force Majeure Event**"). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event and shall resume performance as soon as practicable following the Force Majeure Event.

11.9. Assignment. Each Party shall not assign this Agreement, in whole or part, or any right or interest herein, without the other Party's prior written consent, not to be unreasonably withheld, and any purported assignment without such consent will be void. However, except where prohibited by applicable statute, either Party may assign this Agreement without consent to an Affiliate, or in connection with a merger, consolidation, corporate reorganization, sale of all or substantially all of its assets or business, or other change-of-control transaction. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Assignment will not relieve Customer of its obligation to pay Fees incurred before the assignment.

11.10. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

11.11. Entire Agreement; Order of Precedence. This Agreement (together with any Orders, SOWs, and linked terms) contains the entire understanding and agreement of the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous communications, representations, agreements, and understandings, either oral or written, between the Parties with respect to its subject matter. This Agreement will only be amended or waived by a writing signed by both Parties; however, the Parties may update and modify this Agreement upon renewal of the Subscription Term. In the event of any conflict or inconsistency between or among the following documents, the order of precedence will be: (1) the

DPA, (2) the Order, (3) SOW, (4) this Agreement, and (5) any links provided herein. Any amendment will take precedence over the document it amends.

11.12. **Miscellaneous.** If a provision of this Agreement is unenforceable or invalid, the provision will be revised so as to best accomplish the objectives of the Parties as evidenced by this Agreement, and the remainder of this Agreement will continue in full force. The English language version of this Agreement will be the version used when interpreting or construing this Agreement. Any notices in connection with this Agreement must be provided in English. Either Party's failure to enforce any right under this Agreement will not waive that right. There are no third-party beneficiaries to this Agreement, and Customer acknowledges that Procore will have no obligations or liability whatsoever to any third parties with which Customer does business.

12. DEFINITIONS

12.1. **"Affiliate"** means an entity that controls, is controlled by, or is under common control of a Party, where **"control"** means ownership or control, directly or indirectly, of more than fifty percent (50%) of the voting interest of such entity or party (but only for so long as such control exists) or the right to otherwise control the decision making of the subject entity.

12.2. **"Authorized User"** means any individual or agent authorized by Customer to access or use the Services.

12.3. **"Beta Services"** means Procore services, features, or functionality that Procore may make available to Customer that have not been made generally available to customers and have been designated as beta, pilot, limited release, preview, non-production, pre-release, or a similar designation.

12.4. **"Customer Data"** means any content, data, information, Personal Data (as defined in the DPA), and other materials submitted by Customer or an Authorized User to the Services. Customer Data excludes Aggregated Data, any content from publicly available sources, and any suggestion, enhancement request, recommendation, correction, or other feedback relating to the Services.

12.5. **"Documentation"** means the official Procore-provided user guides applicable to the Services, whether in electronic, paper, or equivalent form, as updated from time to time, accessible at <https://support.procore.com/products/online/user-guide> or other websites designated by Procore.

12.6. **"Export Control and Sanctions Laws and Regulations"** means all applicable laws and regulations controlling or regulating the export, re-export, or in-country transfer of goods, technology, software, or services, or those that impose other trade or financial sanctions against targeted countries, territories, individuals, or entities, collectively including, but not limited to, all laws administered by the U.S. Department of State and its Directorate of Defense Trade Controls, the Office of Foreign Assets Control of the U.S. Department of the Treasury, and the U.S. Department of Commerce and its Bureau of Industry and Security.

12.7. **"Harmful Code"** means code, files, scripts, agents, malware, or programs intended to do harm, including but not limited to viruses, worms, time bombs, and Trojan horses.

12.8. **"Intellectual Property Rights"** means all rights, title, and interest in all intellectual property, including patents, copyrights, trade secrets, mask works, trademarks, and other intellectual property rights of any sort throughout the world.

12.9. **"Order"** means a written or electronic order form, executed by the Parties, identifying the Services, scope, quantity, charges, and other information relevant to a specific transaction between Customer and Procore, herein incorporated by reference.

12.10. **"Professional Services"** means the implementation, technical, consulting, training, and similar services provided by or through Procore or its Affiliates, as described in the relevant Order or SOW.

12.11. **"Reseller"** means a third party authorized by Procore or its Affiliates to promote, distribute, and/or resell the Services.

12.12. **"Services"** means collectively, as applicable, the Subscription Services, Support Services, and Professional Services Customer has ordered, and Procore has agreed to provide, as indicated on the applicable Order or SOW.

12.13. **"SOW"** means a statement of work executed by the Parties describing Professional Services purchased by Customer pursuant to an Order, herein incorporated by reference.

12.14. **"Subscription Services"** means the Procore software-as-a-service, and all associated Updates, offered on a subscription basis by Procore via an Order that provides the functionality described in the Documentation.

12.15. **"Subscription Term"** means the entire period during which Customer is entitled to use the Subscription Services, including the initial term and any applicable renewal terms.

12.16. **"Support Services"** means the type of Procore's customer support for the Subscription Services described in Exhibit A, and as may be specified or purchased within an Order.

12.17. **"Updates"** means all updates, enhancements, and other modifications that Procore makes generally available, at no additional charge, to its customers of the Subscription Services identified in an Order.

12.18. **"Usage Metric"** means the unit of measure, multiplied by the associated quantity, as shown on the applicable Order, to determine the scope of Customer's access and use of the Subscription Services and associated Fees, as set out in an Order.

Exhibit A - Support Services and Service-Level Agreement

1. OVERVIEW

This Support Services and Service Levels exhibit covers the Procore Subscription Services defined in this Agreement.

2. DEFINITIONS

For purposes of this exhibit, “**Scheduled Downtime**” means the window during which scheduled maintenance of the Subscription Services is performed. Procure shall use commercially reasonable efforts to not provide more than 6 hours of Scheduled Downtime per calendar month.

3. SERVICE AVAILABILITY

Procure's availability objective for the Subscription Services is 99.9% of the time, 7 days a week, and 24 hours per day as calculated over a calendar month excluding Scheduled Downtime. This does not include Force Majeure Events or other factors outside of Procure's reasonable control.

4. SUPPORT

4.1 Access to Support. Customer and Authorized Users have access to technical support via telephone, online chat, email, or self-paced online tutorials. Support hours can be found at <http://support.procore.com/references/contact-support>. Support does not include training sessions on the features and functionality of the Subscription Services (e.g., implementation) or training in relevant computer skills considered prerequisite to an individual's ability to use personal computers, the Internet/World Wide Web, and online software in accordance with the requirements of the Agreement. Furthermore, only qualified, trained Customer support personnel or Authorized Users familiar with Subscription Services are authorized to contact Procure to obtain support.

4.2 Reporting and Status Updates. Before requesting support from Procure, Customer shall use reasonable efforts to comply with any applicable operating and troubleshooting procedures as set forth in the Documentation or as otherwise provided by Procure. If such efforts are unsuccessful, Customer should promptly notify Procure support via Procure's Ticket Tracking System (“**System**”) of the issue including any supporting information Customer believes may assist Procure in both its diagnostic determination as well as the Severity/Priority classification. Upon Procure's receipt of a support request via the System, Procure shall use commercially reasonable efforts to answer questions and provide standard

error corrections to known problems. In the event of any problems or errors involving the Subscription Services that Procore cannot immediately resolve, Procore shall begin working on a resolution to the problem and shall work diligently and in a commercially reasonable manner on the problem until it is resolved. Once Procore receives an error ticket as reported from Customer, Procore shall provide Customer with timely status updates as reasonably determined by Procore until a workaround or other resolution is established by Procore.

Procore SSA v.2025.04.02 - Public



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval of Renewal of Bid #25-128R Jury Summons with Xpedient Mail.

TO: Commissioners Court

FROM: Celina Nava

DATE: 05/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: The District Clerk is requesting the approval of the renewal of the contract for the printing and mailing of Jury Summons for another year, ending August 31, 2026. Contract is needed because jury summons are required in Texas to ensure the right to an impartial jury, a fundamental aspect of the U.S. and Texas Constitution. This contract will accomplish that right. The vendor will help with preparing, print, and mailing the jury notices and other required inserts for Brazos County. The current contract will expire on August 31, 2025 and this renewal will extend for one year with the ending date of August 31, 2026. Contract is already budgeted under the District Clerk's operations budget.

ATTACHMENTS:

File Name

[Fully Executed Contract.pdf](#)

[Partially Executed Renewal Letter.pdf](#)

[Bid Tabulation.pdf](#)

Description

Original Contract

Partially Executed Renewal Letter

Bid Tabulation

Type

Backup Material

Backup Material

Backup Material



**REQUEST FOR BID
BID NO. 24-028
JURY SUMMONS**

**SEALED BIDS TO BE SUBMITTED BEFORE:
Tuesday, August 15, 2023, 2:00pm CST**

**TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293**

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the bid. Any such contact will be grounds for rejection of the Respondent's bid.

In compliance with this solicitation, the undersigned Respondent(s) having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following bid for furnishing the material and/or services listed on the attached Bid Form and agrees to deliver said items at the locations and for the prices set forth on the Bid Form.

Company Name: Xpedient Mail

By (Print): Brandon Warlick Title: President

Physical Address: 2115 W. Briargate Dr, Bryan, TX 77802

Mailing Address: 2115 W. Briargate Dr, Bryan, TX 77802

Telephone: 979-821-2588 Fax: 936-564-0316 E-Mail: bwarlick@xpedientmail.com

Bids will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas prior to 2:00 p.m., Tuesday, August 15, 2023 at which time bids will be publicly opened and read aloud.

A. SCOPE OF BID

Brazos County is soliciting bids for a term contract to provide and mail jury summons for the Brazos County District Clerk Office for a two (2) year period beginning approximately September 1, 2023 through August 31, 2025 in accordance with the following Conditions of Bidding.

Contractor shall prepare, print, and deliver jury notices and other required inserts for Brazos County, as well as update or correct addresses as more fully described in Section E. Specifications.

B. CONDITIONS OF BIDDING

1. The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Office, unless otherwise specified elsewhere in this bid request. All Respondent(s) are required to be informed of these terms and conditions and will be held responsible for having done so.
2. Definitions: In order to simplify the language throughout this bid, the following definitions shall apply:
 - a. **BRAZOS COUNTY** – Same as County.
 - b. **COMMISSIONERS COURT** – The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all County business as conferred by the State Constitution and Laws.
 - c. **CONTRACT** – An agreement between the County and a Contractor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. **CONTRACTOR** – The successful Respondent(s) of this bid request.
 - e. **COUNTY** – The government of Brazos County, Texas and its authorized representative.
 - f. **SUB-CONTRACTOR** – Any contractor hired by the Contractor or supplier to furnish materials and services specified in the bid request.
 - g. **RESPONDENT** – Any supplier or vendor responding to the bid request.
3. Upon acceptance and approval by the Commissioners Court, this bid effects a working contract between Brazos County and the Contractor for the period designated.
4. Bids must be received by the Purchasing Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the Respondent(s) must have the bid actually delivered to and received by the Purchasing Department.
5. The County reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities for the best interest of the County.

6. Brazos County shall not be responsible for any verbal communication between any employee of the County and any Respondent(s). Only written specifications and written price quotations will be considered. Respondent(s) with questions regarding the bid should submit them in writing via the Brazos Valley e-Marketplace at <https://brazosbid.ionwave.net>.
7. Brazos County reserves the right to reject any bid that does not fully respond to each specified item.
8. Respondent(s) must include Tax Identification Number for the bid to be valid.
9. Should there be a change in ownership or management; the Contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the Contract with its present provisions and prices. This Contract is nontransferable and may not be reassigned by either party.
10. The County may cancel this Contract at any time for any reason, provided a thirty-day written notice is given.
11. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Extended price
 - c. Special needs and requirements of Brazos County
 - d. Results of testing samples (if required by Brazos County)
 - e. Delivery
 - f. References
 - g. Brazos County's experience with products bid
 - h. Respondent's past performance record with Brazos County
12. Although the cost of products to be provided is an essential part of the bid, Brazos County is not obligated to award a contract on the sole basis of cost but will award to Respondent considered to be the best value to Brazos County.
13. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners Court when all terms and conditions of the Contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.

14. Title and risk of loss of the goods shall not pass to Brazos County until the County accepts and takes possession of the goods at the point or points of delivery.
15. This Contract shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this Contract, when applicable.
16. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the Respondent(s) to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
17. Bids must specify the number of consecutive calendar days required to deliver the commodities under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding a contract. If delivery is not made within a reasonable time of the specified delivery in the bid, the entire order or contract may be canceled, and the Contractor barred from bidding in future solicitations.
18. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
19. **Bids must be submitted on this form and returned in a sealed envelope clearly marked with Respondent Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids not received prior to the expressed date and time listed in this bid will be rejected or returned unopened to the Respondent(s). Bids submitted to any other person or department other than the Brazos County Purchasing Department will not be accepted.**
20. It is the Respondent's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the

Respondent(s) agrees to comply with HB 1295, Government Code 2252.908, if awarded a contract. Respondent(s) agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, for renewals, amendments or extensions to the Contract. Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

21. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazos County Purchasing Agent, authorized to do so by the Commissioner's Court. Addenda will be made available using the same distribution method used to post or make available the original solicitation. Bidders shall acknowledge receipt of all addenda or their proposal may be considered non-responsive.
22. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Brazos Valley e-Marketplace (<https://brazosbid.ionwave.net>) after bid award by Commissioner's Court.
23. The bid specifies the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to comply with completion time will be considered reason enough to cancel the contract.
24. Brazos County reserves the right to extend this Contract annually for a maximum of three (3) additional, one (1) year periods with no changes in the terms or conditions of this Contract, if agreed upon by both parties.
25. The Contractor agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.
26. Three (3) references are to be provided by Respondent. Failure to submit references may result in disqualification of bid. Brazos County department references will not be accepted.
27. Contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner effect conduct of the work or services being performed.
28. Any subcontracting must be approved prior to commencement of the Contract by Brazos County.
29. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.

30. Any brand name, or manufacturer's reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Bids on similar items of like quality will be considered only if it is noted in the bid documents and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages or quantity of the items listed in the bid. If notation of substitution is not made, it is assumed the Respondent(s) is bidding the item specified.
31. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.
32. In the event the Contractor is unable to furnish any item within a reasonable time after order is placed due to strikes, war or any reason beyond the Contractor's control, the County reserves the right to purchase these items from any source, without causing this Contract to be canceled.
33. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the Contractor in completion of the Contract. This term supersedes any contradicting terms throughout the Contract and/or any attachments.
34. The Contractor should submit itemized invoices with clearly marked remittance copies to the following address:

Brazos County
ATTN: Auditors
P.O. Box 914
Bryan, TX 77806

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the Contractor only, and shall not include sub-contractors, assignees, or any other party.

35. As a governmental subdivision, Brazos County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not

be included in bid prices. Tax Exemption Certificates can be obtained upon request from County.

36. Upon award of Contract for any commodity or materials purchased by Brazos County, the Contractor agrees to protect the County from any claim involving patent right infringement, copyright infringement, sales franchise disputes.
37. Unless otherwise specified, all items ordered from the Contractor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container so as to facilitate storage and handling.
38. This bid shall be governed by the laws of the State of Texas and Potential Respondent(s) and the subsequent Contractor(s) are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.
39. Venue for any dispute, shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.
40. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.
41. Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions and renewals thereto.
42. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.
43. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas

and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

44. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

C. INSURANCE REQUIREMENTS

1. The Contractor shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any deliveries can be made.
2. The Contractor shall furnish and keep in full force the following insurance during the term of this Contract:
3. Statutory Workmen's Compensation or \$1,000,000 Employer's Liability Insurance with waiver of subrogation.
4. General Liability with limits for bodily injury and for property damages of not less than \$1,000,000 aggregate, \$500,000 each occurrence with Brazos County named as an additional insured and waiver of subrogation.
 - a. Commercial Automotive Liability with \$500,000 CSL for Bodily Injury and Property Damage Liability with Brazos County named as additional insured.
5. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Contractor receives notification of award.
6. The Contractor agrees to release and hold harmless Brazos County from any and all claims and liability due to the acts of the Contractor's employees and the operation of his equipment. The Contractor also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Contractor's employees' activities. Further, the Contractor agrees to protect, indemnify and hold harmless Brazos County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Contractor against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Contractor or Brazos County.

D. REFERENCES

Respondent(s) shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid. Respondent(s) are not allowed to use Brazos County as a reference.

Company/Entity: City of Bryan Texas

Contact: Jenna Graham

Phone: 979-821-5711

Email: jgraham@btutilities.com

Company/Entity: City of College Station

Contact: Jennifer Smith

Phone: 979-764-3523

Email: jrsmith@cstx.gov

Company/Entity: A4 Media LLC

Contact: Reagan Neff

Phone: 979-485-5945

Email: Reagan.Neff@a4media.com

E. SPECIFICATIONS

1. RECEIPT OF JURY LIST

- a. Contractor will be provided a list of registered voters and individuals with driver's licenses ("potential jurors") by the Brazos County Jury Services for each mailing.
- b. Contractor shall process the list to ensure that all prospective jurors have the most current correct address by updating their provided address through the United Postal Services National Change of Address (NCOA) and to filter our addresses with zip codes outside the voting precincts of Brazos County. Contractor shall mail summonses to this proceeded and filtered list.

2. USE OF JURY LIST

- a. Contractor shall be responsible for all preparation, printing, handling, mailing in letter form, and postage of all jury summonses and any additional inserts as required.
- b. Contractor shall be provided on an ad hoc basis, a list of potential jurors to summon. The number of potential jurors provided with each batch will be determined by Brazos County as needed.
- c. Contractor shall process each batch, as received, and mail the summonses to the potential jurors upon Brazos County's review and approval.

3. PREPERATION AND DELIVERY OF JURY SUMMONS

- a. Contractor shall laser imprint and mail Jury Summonses in the form determined by the County.
- b. Currently the mail outs are on an 8-1/2" by 11" printed paper, Contractor shall print variable data on one side and static data on the backside. The pieces then are folded and stuffed into Contractor provided #10 envelope and mailed.
- c. Contractor shall comply with all Texas statutes and/or directives given by Brazos County Jury Services and Brazos County District Clerk.
- d. Contractor shall simplex laser print static text as provided by Brazos County on the back page of the summons on uncoated 20# paper. The front page of the summons shall be printed in variable data. The Contractor will merge the list of potential jurors using a template provided by Brazos County. Contractor will provide a live representative data sample to Brazos County Jury Services for approval prior to the printing of each batch. Additionally, the Contractor will fold, seal, and insert individual units to meet United States Postal Services automated specifications. Contractor will sort the mail for maximum postage discounts and deliver the mail to the USPS. Contractor must be able to accept the data via the following methods:
 - i. Internet (email, FTP, or similar)
 - ii. CD-ROM
- e. Contractor will respond with a data file representing the outcome of each record; whether the summons was mailed, where the summons was mailed (if the address was updated via NCOA), and related information.

- f. Contractor shall simplex laser print single-window #10 envelopes with return address information and a notice in red as provided in design by Brazos County.
- g. Contractor must have secure computer terminals and the ability to read the necessary computer software as instructed by the County (without charge). Contractor will update addresses with the National Change of Address (NCOA) data. Contractor will CASS certify and apply POSTNET Zip-plus-4 barcoding. Contractor must maintain a supply of summons stock and envelopes at its location. Reprinting stock requires the County's prior approval.
- h. Information contained on the summonses may include:
 - i. Juror Number
 - ii. Name and Address
 - iii. Online login and appearance details
 - iv. Explanation of the citizen's rights and eligibility requirements
 - v. Explanation of rules governing exemption and disqualification
 - vi. Contact information
 - vii. Code three (3) of nine (9) bar code (black laser ink).

4. TECHNICAL AND OTHER REQUIREMENTS

The Contractor shall ensure that their computer and software accommodates the following technology requirements:

- a. Juror data files provided by Brazos County to the Contractor will be in a fixed-width or declined file (such as CSV). The data response indicating whether each record was summoned and containing the updated addresses shall be returned by the Contractor to Brazos County in the same file type.
- b. If required by the circumstances, all data shall be accessible to all authorized court and Contractor staff and shall be protected from access by unauthorized individuals.
- c. The Contractor is hereby prohibited by the Brazos County from selling or conveying any juror data to any entity other than the Brazos County or District Courts, except for any statutory requirements (e.g., open records requests).

F. PRICING

Contractor must complete open spaces provided below fill in the blanks with the price that is **firm** for the contract period. The following is an estimate of Brazos County anticipates quantities. In case of discrepancy between unit pricing and total pricing, unit pricing governs. Brazos County pricing must be all inclusive. Brazos County **will not allow** for any other rates or charges. Contractor shall include estimated delivery of order (in days) after receipt of data files.

| Jury Summonses | | |
|---|---------|-----------------|
| Item | Per | Charge Per Item |
| Laser Printing: Front Side - Laser print variable data and all static content in black toner on the front of a page of 20#, 8.5"x11", white bond paper. (1/0) | Summons | \$.033 |
| Laser Printing: Back Side - Laser print static content in black toner on the back side of the page of white paper. (0/1) | Summons | \$.015 |
| File Preparation | Summons | \$ 0 |
| CASS & PAVE: Address and mail certification and presorting to provide the lowest presort rate offered by the USPS. | Address | \$ 0 |
| Folding: Auto fold each summons prior to inserting. | Summons | \$.030 |
| Inserting: Auto insert the summons in a No. 10 envelope. | Summons | \$.030 |

| Optional NCOA Address Processing | | |
|---|---------|-----------------|
| Item | Per | Charge Per Item |
| NCOA Addressing Correction: Brazos County (County) has the option to NCOA process the addresses in its print data file monthly at the "Charge Per Item". Should the County wish to NCOA process all of the addresses in its complete Jury Pool address file, it may require custom programming for IMS to be able to provide the addresses changed to the County in a format in which they can be easily imported back into the County's Jury Pool database. Should custom programming be required, Contractor will first provide the County a firm price for programming the data so that it can be imported back into the County's data management system. | Address | \$ 0 |

| No. 10 Carrier Envelopes Estimated Six Month Supply | | | | |
|--|----------|---------------------|--------------------|-------------------|
| Item | Per | Volume Per Month | Charge Per Item | Extended Total |
| Envelopes: Standard No. 10, single window (or double window) white envelope, diagonal seam with an inside security tint, offset print in red ink text that is supplied by the County. (2/1) | Envelope | 25,000 | \$ | \$.032 |

| Estimated Monthly Postage |
|--|
| <p>Postage: All postage required by the United States Postal System (USPS) must be paid in advance of its use. Contractor will bill the County for the estimated amount of postage required to mail the number of items being mailed. Each mail piece will be processed according to USPS standards for First Class Letter Mail to provide the lowest postage rate offered for this category of mail. The process is commonly referred to as CASS & PAVE. The CASS & PAVE process presorts each mail piece to USPS standards and certifies the presorting process to the USPS. Any mail that does not quality as "presorted mail" will be mailed out at the full First-Class Letter postage rate.</p> |

ESTIMATED DELIVERY OF ORDER AFTER RECEIPT OF DATA FILE

Xpedient will print and mail up to 25,000 letters in a single mailing within 1-3 working days. Mailings over 25,000 letters in a single mailing may require up to 2 additional working days. .

G. CERTIFICATION OF BID

By signing the certification below, the Respondent verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the Respondent also agrees to complete the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are available on the Brazos County Purchasing website. The undersigned affirms that they are duly authorized execute this contract, that this quote has not been prepared in collusion with any other vendor, and that the contents of this quote have not been communicated to any other vendor prior to the official opening of this quote.

Signed By: Brandon Warlick

Typed Name: Brandon Warlick Title: President

Company Name: Sunbelt Business Graphics, Inc., dba Xpedient Mail

Phone: 979-821-2588

Mailing Address: 2115 W. Briargate Drive, Bryan, TX 77802

Email Address: bwarlick@xpedientmail.com

Vendor Tax Identification Number: 751903813

END OF BID REQUEST NO. 24-028 JURY SUMMONS

By signing below, Brazos County agrees that this bid, 24-028 will be awarded as dictated on the associated bid tabulation sheet, to the Respondent whose name appears above and both parties agree to terms and conditions contained herein.

By: [Signature]

Brazos County Commissioner's Court: DUANE PETERS, COUNTY JUDGE

Date: SEPTEMBER 19, 2023

Attest: [Signature]

Brazos County Clerk: KAREN MCQUEEN

The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- ☒ **References (Section D)**
- ☒ **All Addendums (if applicable)**
- ☒ **Certification of Bid (Section G)**



Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to Bid# 24-028 Jury Summons

Issued: August 10, 2023
Change: Exhibit A
Reason: Example of current #10 Envelope

Exhibit A will be uploaded under Attachments.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

Signature: 
Printed Name: Brandon Warlick



Brazos County Purchasing Department

200 SOUTH TEXAS AVE SUITE 352 BRYAN, TX 77803
PHONE (979) 361-4290 FAX (979) 361-4293

May 2, 2025

Xpedient Mail
2115 Briargate Drive
Bryan, TX 77802

Re: Renewal of Contract # 25-128R Jury Summons for Brazos County.

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for **#25-128R Jury Summons previously known as 24-028.**

All terms, conditions, and pricing shall remain the same. This renewal term will be for one year from September 1st, 2025 to August 31st, 2026.

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to cnava@brazoscountytexas.gov or fax to (979) 361-4293. Please return your acceptance as soon as possible. If you have any questions, I can be reached at (979) 361-4492.

Contact Name: Brandon Warlick Title: President

E-Mail: bwarlick@xpedientmail.com Telephone: 979-821-2588

XPEDIENT MAIL


Authorized Signature

5/14/2025


Date

BRAZOS COUNTY


Duane Peters, County Judge

5/27/25

Date

| Bid Tabulation 25-128R Jury Summons Previously known as 24-028 September 1, 2025 - August 31, 2026 | | | | | | | | | | | |
|---|------------|--|----------------------------|------------------------|-----------------------|------------------------|-----------------------|------------------------|-----------------------|------------------------|-----------------------|
| Item | Per | Variverge LLC | Usio Output Solutions, Inc | Doxim Inc | Xpedient Mail | Admail | | | | | |
| Laser Printing: Front Side Laser print variable data and all static content in black toner on the front of a page of 20#, 8.5"x11", white bond paper. (1/0) | Summons | \$0.028 | \$0.035 | \$0.097 | \$0.033 | \$0.065 | | | | | |
| Laser Printing: Back Side Laser print static content in black toner on the back side of the page of white paper. (0/1) | Summons | \$0.015 | \$0.035 | INCLUDED | \$0.015 | \$0.065 | | | | | |
| File Preparation | Summons | \$50.00 per hour | \$0.00 | \$0.010 | \$0.00 | \$100 FLAT FEE | | | | | |
| CASS & PAVE: Address and mail certification and presorting to provide the lowest presort rate offered by the USPS. | Address | INCLUDED | \$0.025 | \$0.00 | \$0.001 | \$40 FLAT FEE | | | | | |
| Folding: Auto fold each summons prior to inserting. | Summons | INCLUDED | \$0.010 | INCLUDED | \$0.030 | \$0.025 | | | | | |
| Inserting: Auto insert the summons in a No. 10 envelope. | Summons | \$0.020 | \$0.010 | INCLUDED | \$0.030 | \$0.050 | | | | | |
| Optional NCOA Address Processing | | | | | | | | | | | |
| Item | Per | | | | | | | | | | |
| NCOA Addressing Correction: Brazos County (County) has the option to NCOA process the addresses in its print data file monthly at the "Charge Per Item". Should the County wish to NCOA process all of the addresses in its complete Jury Pool address file, it may require custom programming for IMS to be able to provide the addresses changed to the County in a format in which they can be easily imported back into the County's Jury Pool database. Should custom programming be required, Contractor will first provide the County a firm price for programming the data so that it can be imported back into the County's data management system. | Address | \$0.010 | \$0.010 | \$0.015 | \$0.00 | \$150 FLAT FEE | | | | | |
| No. 10 Carrier Envelopes Estimated Six Month Supply | | | | | | | | | | | |
| Item | Per | Charge Per Item | Extended Total | Charge Per Item | Extended Total | Charge Per Item | Extended Total | Charge Per Item | Extended Total | Charge Per Item | Extended Total |
| Envelopes: Standard No. 10, single window (or double window) white envelope, diagonal seam with an inside security tint, offset print in red ink text that is supplied by the County. (2/1) | Envelope | \$0.028 | \$700.00 | \$0.070 | \$1,750.00 | \$0.048 | \$1,200.00 | \$0.032 | \$800.00 | \$0.095 | \$2,375.00 |
| TOTAL: | | \$50.10 | | \$0.1950 | | \$0.171 | | \$0.14 | | \$290.30 | |
| NOTES: | | Laser Printing includes plain white paper, File Preparation one time programming | | | | | | | | | |
| Recommend award to: Xpedient Mail Renewal: 1 of 3 Approved by Commissioner's Court on this <u>27</u> day of <u>MAY</u> , 2025 by  holding the position of <u>COUNTY JUDGE</u> | | | | | | | | | | | |



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Permission to Advertise RFP #CIP 25-531 Brazos County Administration Building Renovations.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

Permission to advertise for a contractor to renovate approximately 36,623 square feet of interior and the complete exterior of the Brazos County Administration Building broken out into three phases.

The project is needed to address environmental concerns with a leaking exterior envelope, to provide shared meeting and conference rooms, as well as providing additional room for growth of departments.

NOTES/EXCEPTIONS: This interior includes office renovations, a new Commissioner's Courtroom, meeting/training rooms, restrooms, support spaces, installation of two new elevators, and chiller and hydronic piping upgrades. The exterior includes, but not limited to, re-skinning the entire building with brick and CMU veneers, moisture barriers, insulation, glazing, frames, doors, lighting, mechanical louvers, metal and PVC membrane roofing, coping, gutters, and metal downspouts.

The building is to remain occupied and open to the public during the entire duration of the project.

ATTACHMENTS:

File Name

[Request to Advertise \(2\).pdf](#)

Description

Request to Advertise

Type

Backup Material



Brazos County Purchasing Department

200 S. TX AVE., SUITE 352 BRYAN, TX 77803
PHONE (979) 361-4290 FAX (979) 361-4293

BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise and go out for Bid on the following:

DATE: May 27, 2025

RFP NUMBER: CIP 25-531

TITLE: Brazos County Administration Building Renovations

REQUESTING DEPARTMENT: Project Management

APPROVAL SIGNATURE: _____

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line.

Duane Peters, County Judge

DATE APPROVED: _____

MAY 27, 2025



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval of the following committee for RFP #CIP 25-531 Brazos County Administration Building Renovations.

- a. Trevor Lansdown - Project Management - Director of Project Management
- b. Aubrey Leggett - Commissioners' Court - Executive Assistant
- c. Raeanna McConathy - Assistant Director - Human Resources
- d. Nina Payne - Budget - Budget Officer
- e. Leslie Contreras - Risk Management - Risk Manager
- f. Purchasing (Non-Voting)
- g. Legal (Non-Voting)
- h. Tom Green & Company Engineers (Owner Commissioning Agent - Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: This committee will evaluate the proposals turned in by contractors for the Brazos County Administration Building Renovations. Please see the notes for the project on the agenda item for permission to advertise.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval of the following committee for RFP #CIP 25-531 Brazos County Administration Building Renovations.

- a. Trevor Lansdown - Project Management - Director of Project Management
- b. Aubrey Leggett - Commissioners' Court - Executive Assistant
- c. Raeanna McConathy - Assistant Director - Human Resources
- d. Nina Payne - Budget - Budget Officer
- e. Leslie Contreras - Risk Management - Risk Manager
- f. Purchasing (Non-Voting)
- g. Legal (Non-Voting)
- h. Tom Green & Company Engineers (Owner Commissioning Agent - Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: This committee will evaluate the proposals turned in by contractors for the Brazos County Administration Building Renovations. Please see the notes for the project on the agenda item for permission to advertise.

ATTACHMENTS:

File Name

Description

Type

No Attachments Available

APPROVED

 5/27/25

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval of the following Service Contracts with Avinext:

- a. CIP 25-596 Audio & Visual Upgrades for Commissioners Courtroom in the amount of \$23,074.94.
- b. CIP 25-597 Door Access Card Readers for County Clerk in the amount of \$15,524.99.

TO: Commissioners Court

FROM: Celina Nava

DATE: 05/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: For item a., the computer and audio video equipment that is used to record and livestream the weekly Commissioners Court meetings needs to be upgraded. Several key pieces of equipment that were installed during the building renovation in 2008 are still present, including the digital sound processor, the control processor, the microphones, the projector screen, the equipment rack, and most of the cabling.

Various small upgrades have been performed to the system over the years including upgrading the projector, the speakers, adding a recording/streaming appliance, and adding monitors to the bench. In 2020 a Zoom Room PC was added for remote members of the Court to participate in meetings. On February 1, 2025, support from the manufacturer of the Zoom Room PC was discontinued. Efforts were made to prevent the need for a new device, however, no alternative solution proved to be effective. After considerable discussion with our Information Technology Department and Project Manager, a recommendation was made to replace the Zoom Room PC with a Teams Room PC, aligning with the County's overall preferred video-conferencing platform. The new equipment will enhance reliability and enable more modern and seamless control of the Courtroom Audio/Visual system.

If not approved, Commissioner's Court staff and IT staff members will continue struggling with the operation and functionality of the equipment. There is significant concern about the abilities of the equipment to meet all technical needs during meetings where members of the Court join remotely.

This contract is not currently budgeted, but a budget amendment is also being requested in the amount of \$23,074.94 to be moved from the General Fund – Non-Departmental Account into the Commissioners Court – Administration Account.

Item b.- Door access card readers for the County Clerk's office due to the lack of security for staff. Even with the security offices in the lobby, there is no way to keep a customer out of the work area. The door access card readers will keep the general public in the public areas of the office and exclude access to the clerk's workspace.

The access card readers will be placed on the door into the information desk area and the two doors into the deputy clerk's work area. There are no locking mechanisms on the doors into the clerk's work area at this time.

The denial of this request will result in an unsecured employee area.

ATTACHMENTS:

File Name

[Partially Executed Contract.pdf](#)

Description

Partially Executed Service Contract

Type

Backup Material

**AV UPGRADES FOR MULTIPLE COUNTY BUILDINGS
SERVICE CONTRACT**

BRAZOS COUNTY PURCHASING DEPT.
200 S. Texas Ave., Ste. 352
Bryan, Texas 77803
Telephone (979) 361-4294

Contract No. CIP# 25-596/25-597

Page 1 of 11 Pages

GENERAL REQUIREMENT FOR CONTRACT

I, John Crockett as a duly authorized representative of The Personal Computer Store, Inc.
dba Avinext "Contractor" willingly attest to perform (or deliver) as per **Exhibit A1 and Exhibit A2**
for Brazos County. I further agree to all of the provisions and specifications contained in this contract.

PROJECT TIMELINE

Project will start upon receiving purchase order and will be completed by September 30, 2025.

PROJECTS TO BE COMPLETED BY CONTRACTOR

CIP 25-596 Audio & Visual Upgrades for Commissioners Courtroom- Exhibit A1 **\$23,074.94**

CIP 25-597 Audio & Visual Upgrades for County Clerk – Exhibit A2 **\$15,524.99**

TOTAL: \$38,599.93

PREVAILING WAGES RATES

2258 of the Government Code relating to the payment of prevailing wages. The wage rates to be used are included in **Exhibit B** attached. A Contractor or subcontractor who violates this section shall pay Brazos County \$60 for each worker employed for each calendar day or part of the day the worker is paid less than the wage rates stipulated in **Exhibit B**.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Brazos County Commissioners Court. Should there be a change in ownership or management; the contract shall be terminated unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

AWARD

Brazos County reserves the right to award this contract on the basis of **LOWEST AND BEST OFFER** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. The County reserves the right to accept or reject in part or in whole, any IQs submitted, and to waive any technicalities for the best interest of the County.

BIDDERS RESPONSIBILITY

It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, pending award, renewal, amended or extended contract. Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

CONTRACT OBLIGATION

Brazos County Commissioners Court must award the contract and Brazos County Judge, or other person authorized by Brazos County Commissioners Court must sign the contract before it becomes binding on Brazos County or the offerors. Department heads are NOT authorized to sign contracts for Brazos County. Binding contracts shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

QUANTITIES

The quantities specified in this contract are estimates only. Brazos County does not guarantee to purchase any minimum quantities or services other than those listed on a purchase order.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Brazos County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance, but only to the extent of fault of Contractor. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed

under terms of this contract. Certification of such coverage must be provided to Brazos County upon request.

INSPECTIONS & TESTING

Acceptance of merchandise, work, and/or equipment provided shall be made by Brazos County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to Brazos County of any and all documentation as may be required. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

Brazos County reserves the right to add locations as these additional locations may be required. Locations to be added may include, but not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In the event that Brazos County makes significant structural changes to an existing facility that impacts the Contractor's cost in providing the services anticipated by this contract such change may be treated as a new facility and the procedures provided for in this section may be followed in determining an appropriate price.

In the event Brazos County wishes to add other locations to a group under the contract, a quotation will be solicited from the incumbent Contractor in good standing for the group in which the new location is appropriately situated.

In the event Brazos County shall sell, vacate, abandon, or otherwise dispose or terminate a location to which the contract applies, all existing contracts for services applicable to such location, the portion of this contract that applies to such locations is terminated. All remaining portions of the contract will remain intact. Brazos County will endeavor to give the Contractor written notice of such termination of locations a minimum of thirty (30) days in advance.

SUBCONTRACTING

Any subcontracting must be approved prior to commencement of the Contract by Brazos County.

INVOICES & PAYMENTS

Payments to contractors will not be made if the contractor cannot produce a Brazos County Purchase Order. Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, shall be corrected by the Contractor. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the contractor in completion of the contract. This term supersedes any contradicting terms throughout the contract and/or any attachments.

When multiple deliveries and/or services are required, the contractor may invoice following each delivery or performance of service and Brazos County will pay on invoice within thirty (30) days upon receipt of invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. The contractor will provide an invoice for each month in which Brazos County is responsible for payment, during the duration of the contract. Prior to any and all payments made for goods and/or services provided under this contract, the contractor should provide their Taxpayer Identification Number or Social Security number as applicable. This information must be on file with Brazos County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Contractor and included in the bid prices. If there are any additional charges of any kind,

BRAZOS COUNTY, TEXAS

other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

TAXES

Brazos County is exempt from all federal excise, state and local taxes unless otherwise stated in this contract. Brazos County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to Brazos County Purchasing Agent.

GOVERNING FORMS

In the event of any conflict of interpretation of any part of this overall contract, Brazos County's interpretation shall govern. In the event of a conflict between the terms, conditions, provisions, and specifications of this contract and any other terms, conditions, provisions, and specifications provided by the contractor; the terms of this contract shall supersede.

GOVERNING LAW AND VENUE

This bid solicitation is governed by the laws of the State of Texas, specifically, the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazos County may request and rely on advice, decisions and opinions of the Attorney General of Texas and Brazos County Attorney concerning and portion of these requirements. Potential vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

COMPLIANCE WITH LAW

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

DISQUALIFICATION OF OFFEROR

Upon signing this contract, an offeror offering to sell supplies, materials, services, or equipment to Brazos County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Brazos County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. Requests to withdraw a submitted bid or proposal are subject to the approval of the Purchasing Agent.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

TERMINATION

Brazos County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Brazos County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Brazos County's satisfaction and/or to meet all other obligations and requirements. Brazos County may terminate the contract without cause upon thirty (30) days written notice.

POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE

CONTRACTOR'S INSURANCE

The Contractor(s) before starting work for Brazos County, must furnish Brazos County a Certificate of Insurance or other acceptable evidence from a reputable insurance company or companies with an A.M. Best Rating of AA (such companies to be acceptable to Brazos County) licensed to write insurance in the state of Texas, showing that the Contractor is covered by the insurance as follows:

- (1) Statutory Workers Compensation Insurance with Employers Liability Insurance in the amount of \$1,000,000. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on

behalf of the subcontractor. Waiver of subrogation is required. (TLC Sec. 401.011)

- (2) Commercial General Liability Insurance with a \$ 2,000,000 Combined Single Limit. The policy shall be on the Comprehensive General Liability 1986/90 occurrence form, and shall include coverage for acts of independent contractors, and shall name Brazos County as an additional insured. Waiver of subrogation is required. No claims made policies are acceptable without prior approval by the Commissioners Court/Risk Management.
- (3) Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit, in all self-propelled vehicles used in connection with the contract, whether owned, non-owned or hired.

The Certificate of Insurance furnished to Brazos County shall contain a provision that coverage under such policies shall not be canceled or materially changed until at least 30 days prior written notice has been given to Brazos County.

LIMITATIONS

The parties are aware that there are constitutional and statutory limitations on the authority of Brazos County to enter into certain terms and conditions of the contract, including, but not limited to, authorizations of the placement of liens on Brazos County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any contract terms and conditions related to the Limitations will not be binding on Brazos County except to the extent authorized by the laws and Constitution of the State of Texas.

COVERAGES/WAGES

Nothing in this contract shall be construed as making Brazos County responsible for the payment of compensation and/or any benefits for Contractor including health, property, motor vehicle, workers' compensation, disability, death, and dismemberment insurance for the Contractor's employees and/or equipment. Nothing in the contract shall be construed as making Brazos County responsible for wages, materials, logistical support, equipment, and related travel expenses incurred by the Contractor.

SOVEREIGN IMMUNITY

The parties understand that Brazos County does not waive or relinquish any immunity or defense on behalf of itself, officers, employees, agents, and volunteers as a result of its execution of this contract and the performance of the covenants contained herein. Further, Brazos County is not responsible for any civil liability that arises from any act or omission made within the course and scope of this contract. The parties understand and agree that Brazos County does not assume civil liability under any theory of law for the actions of the Contractor in providing services hereunder.

NOTICES

Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

BRAZOS COUNTY:
Brazos County, Texas
Duane Peters, Brazos County Judge
200 South Texas Avenue, Suite 332
Bryan, Texas 77803

CONTRACTOR:

Sales Contract Name:

Phone Number:

Billing Info:

Send notices for Contractor to: Avinext, 1400 University Drive E., College Station, TX 77840 or via

email to Crockett@Avinext.com.

Send sales related questions to Jonathan Reed: Reed@Avinext.com

FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions and renewals thereto.

WAIVERS

No waiver by either party hereto of any term or condition of this contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

ENTIRE CONTRACT

This contract represents the entire and integrated agreement between Brazos County and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may only be amended by written instrument approved and executed by the parties.

AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided under this contract and supporting documentation for invoices submitted to Brazos County by the Contractor shall be retained and made available by the Contractor for audit by Brazos County, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by Contractor and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, Contractor shall comply with such changes. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the Contractor shall retain such records until the audit is concluded and all issues resolved. Contractor shall provide Brazos County with copies of such audits that be conducted with respect to the contract. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is

mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

AUDIT RESPONSIBILITY

The Contractor shall be responsible for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this contract.

The Contractor shall repay to Brazos County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The Contractor recognizes and agrees that Brazos County may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

INDEMNIFICATION

① The Contractor shall defend, indemnify and save harmless Brazos County and all its officers, agents, and employees from all suits, actions, or claims ~~of any character, name and description~~ including attorney's fees expenses brought for or on account of any bodily injuries or damages received or sustained by any person or persons or to property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act of omission, the Worker Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by Brazos County may be retained for the use of Brazos County, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished Brazos County. Contractor shall defend, indemnify and save harmless Brazos County, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by Brazos County, its officers, agents or employees, but only to the extent of fault of Contractor, or anyone for whom contractor may be liable for.

V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

BRAZOS COUNTY SHALL REFUSE TO ENTER INTO A CONTRACT OR OTHER TRANSACTION WITH A PERSON WHO OWES A DEBT TO THE COUNTY PER V.T.C.A. LOCAL GOVERNMENT CODE §262.0276.

- a. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
 - b. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
 - c. "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
-
- d. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
 - e. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
 - f. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

| Name | Title (Owner, Officer, Director, Manager, Etc.) |
|-------------------|---|
| Robert Orzabal | President and CEO |
| Richard L. Atwood | Vice President and CFO |
| Sean Poole | Share holder |
| John Crockett | COO, Secretary, share holder |
| Matt Bates | Share holder |
| Aaron Amador | Share holder |
| | |

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>. The undersigned affirms the non-debarment statement above, that they are duly authorized to execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

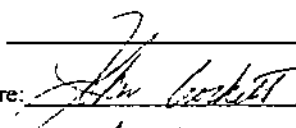
Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: The Personal Computer Store, Inc. dba Avinext

Authorized Company Representative: John Crockett

Address: 1400 University Dr. E., College Station, TX 77840


Signature: 

Date: 5/12/2025

Contract: CIP 25-596/597

CERTIFICATION OF BID

The undersigned further affirms the non-debarment statement above, that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other vendor, and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

Signed By:  Title: COOTyped Name: John CrockettCompany Name: The Personal Computer Store, Inc. dba Avinext Phone Number: 979-595-2770Email Address: Crockett@avinext.comMailing Address: 1400 University Dr. E. College Station Texas 77840
P.O. Box or Street City State ZipEmployer Identification Number: 74-2511528Approved by Commissioners' Court on this 27 day of MAY 2025 by Holding the position of COUNTY JUDGE

The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.

- ☐ V.T.C.A. Local Government Code §262.0276 for Tax Verification (PAGE 9)
- ☐ Legislative Certification & Debarment Verification (PAGE 10)
- ☐ Certification of Bid (PAGE 11)

AV SAVVY. NETWORK SMART.

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Quotation

| Quote # | Date |
|--|----------|
| 211155-A | 04/07/25 |
| Sales Rep | |
| Jonathan Reed 979-595-2798 Ext. reed@avinext.com | |

| For | Phones | | | |
|---|----------------|-------------|-----------|---------------|
| Trevor Lansdown Brazos County - IT Department 205 East 27th Street Bryan, TX 77803 | (979) 361-4686 | | | |
| | PO # | Terms | Ship Date | Ship Via |
| | | Net 30 days | 4/1/2025 | Will Call STD |

| | Part | Description | Qty | Price | Ext. Price |
|----|----------------|--|-----|--------------------|--------------------|
| 1 | COMTIPS7 | TIPS Contract 210101 Technology Solutions, Products and Services | 1 | \$0.00 | \$0.00 |
| 2 | | Labor for Commissioners Court Fix | 1 | \$7,400.00 | \$7,400.00 |
| 3 | SER100014 | (6) Avinext Project Manager | 6 | \$125.00 | \$750.00 |
| 4 | SER10008 | (8) Avinext Lead A/V Technician | 8 | \$125.00 | \$1,000.00 |
| 5 | SER100080 | (30) Avinext Lead A/V Programmer | 30 | \$160.00 | \$4,800.00 |
| 6 | SER10009 | (4) Avinext Lead A/V Designer | 4 | \$160.00 | \$640.00 |
| 7 | SER500511 | (2) Avinext CAD Drafter | 2 | \$105.00 | \$210.00 |
| 8 | | Parts for Commissioners Court Fix | 1 | \$14,374.94 | \$14,374.94 |
| 9 | SHP10010 | Freight | 1 | \$200.00 | \$200.00 |
| 10 | HDWMOUNT | Mounting Hardware | 1 | \$25.00 | \$25.00 |
| 11 | CBL-8K-HD-12 | (4) Crestron CBL-8K-HD-12 Certified HDMI® 2.1 Cable, 48 Gbps, 12 ft (3.7 m) | 4 | \$42.68 | \$170.72 |
| 12 | CBL-8K-HD-6 | Crestron CBL-8K-HD-6 Certified HDMI® 2.1 Cable, 48 Gbps, 6 ft (1.8 m) | 1 | \$35.50 | \$35.50 |
| 13 | CBL-8K-HD-6 | (2) Crestron CBL-8K-HD-6 Certified HDMI® 2.1 Cable, 48 Gbps, 6 ft (1.8 m) | 2 | \$30.49 | \$60.98 |
| 14 | CBL-8K-HD-9 | (2) Crestron CBL-8K-HD-9 Certified HDMI® 2.1 Cable, 48 Gbps, 9 ft (2.7 m) | 2 | \$36.59 | \$73.18 |
| 15 | CP4N | Crestron CP4N 4-Series™ Control System | 1 | \$1,925.00 | \$1,925.00 |
| 16 | HD-DA8-4KZ-E | Crestron HD-DA8-4KZ-E 1:8 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support | 1 | \$687.50 | \$687.50 |
| 17 | HD-WP-4K-401-C | Crestron HD-WP-4K-401-C 4K Multi-Window Video Processor with HDBaseT® & HDMI® Outputs | 1 | \$4,427.50 | \$4,427.50 |
| 18 | UCA-RMK-1U | Crestron UCA-RMK-1U Rack Mount Kit for UC Engine Bracket Assembly | 1 | \$59.40 | \$59.40 |
| 19 | UC-CX100-T | Crestron UC-CX100-T Crestron Flex Advanced Video Conference System Integrator Kit for Microsoft Teams® Rooms | 1 | \$4,126.25 | \$4,126.25 |
| 20 | 60-740-01 | Extron 60-740-01 Passive Audio Summing Adapter with Captive Screw Plug Input and Balanced Output | 1 | \$53.30 | \$53.30 |

| | Part | Description | Qty | Price | Ext. Price |
|----|------------------|---|----------|-------------------|-------------------|
| 21 | 60-1488-01 | Extron 60-1488-01 HDMI and Audio to USB Scaling Bridge | 1 | \$2,398.50 | \$2,398.50 |
| 22 | 22-1P-CMP-EZ-BLK | (40) LWC 22-1P-CMP-EZ-BLK QWIKSTRIP 22/1P AUDIO CMP BLK | 40 | \$0.29 | \$11.60 |
| 23 | PC6B005BK | LWC PC6B005BK CAT6 UTP PATCH 5' BLACK | 1 | \$4.35 | \$4.35 |
| 24 | U1V | Middle Atlantic U1V 1SP VENTED UTILITY SHELF | 1 | \$50.16 | \$50.16 |
| 25 | U2V | Middle Atlantic U2V 2SP VENTED UTILITY SHELF | 1 | \$66.00 | \$66.00 |
| 26 | | 3 Year On-Site Parts and Labor Warranty | 1 | \$1,300.00 | \$1,300.00 |
| 27 | WARO3 | 3 Year On-Site Warranty | 1 | \$1,300.00 | \$1,300.00 |

SubTotal \$23,074.94

Sales Tax \$0.00

Shipping \$0.00

Total \$23,074.94

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

AV SAVVY. NETWORK SMART.

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

| Quote # | Date |
|--|----------|
| 211178 | 04/09/25 |
| Sales Rep | |
| Jonathan Reed 979-595-2798 Ext. reed@avinext.com | |

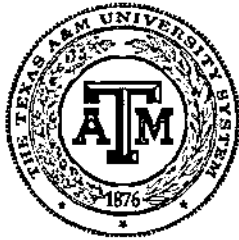
| For | Phones | | | |
|---|----------------|-------------|-----------|---------------|
| Trevor Lansdown Brazos County - IT Department 205 East 27th Street Bryan, TX 77803 | (979) 361-4686 | | | |
| | PO # | Terms | Ship Date | Ship Via |
| | | Net 30 days | 4/16/2025 | Will Call STD |

| | Part | Description | Qty | Price | Ext. Price |
|----|------------------------|---|-----|-------------------|-------------------|
| 1 | COMTIPS7 | TIPS Contract 210101 Technology Solutions, Products and Services | 1 | \$0.00 | \$0.00 |
| 2 | | Labor for Access Control | 1 | \$4,440.00 | \$4,440.00 |
| 3 | SER100014 | (4) Avinext Project Manager | 4 | \$125.00 | \$500.00 |
| 4 | SER100045 | (16) Avinext Lead Security Technician | 16 | \$125.00 | \$2,000.00 |
| 5 | SER100050 | (16) Avinext Security Technician | 16 | \$95.00 | \$1,520.00 |
| 6 | SER500511 | (4) Avinext CAD Drafter | 4 | \$105.00 | \$420.00 |
| 7 | | Parts for Access Control | 1 | \$7,493.59 | \$7,493.59 |
| 8 | ACCESSPLENJKT1S HLD | (400) Access Control Composite Cable Plenum Jacket- Yellow 18-4C+22-2C+22-4C+22-3P STR BCFOIL SHDS PVDF JKT YEL CMP | 400 | \$0.77 | \$308.00 |
| 9 | DS160 | PIR EXIT SENSOR, LT GRAY | 1 | \$114.00 | \$114.00 |
| 10 | 180-12-BL | Contact, 3/4" Steel Door, black | 1 | \$5.00 | \$5.00 |
| 11 | 5200C-12/24D-630 | HES Door Electric Strike, 12/24 VDC, 0.24/0.12A, 1500 Lb Static Load, Satin Stainless Steel, With Faceplate | 1 | \$296.25 | \$296.25 |
| 12 | 8110ABTR000 | Hirsch 8110ABTR000 uTrust TS Wallmount HF/LF Commercial Terminal RS485/OSDP Reader | 1 | \$281.60 | \$281.60 |
| 13 | LV1 | LWC LV1 LOW VOLT MT/BRKT SG RETRO | 1 | \$1.53 | \$1.53 |
| 14 | DS160 | PIR EXIT SENSOR, LT GRAY | 1 | \$114.00 | \$114.00 |
| 15 | 180-12-BL | Contact, 3/4" Steel Door, black | 1 | \$5.00 | \$5.00 |
| 16 | 5200C-12/24D-630 | HES Door Electric Strike, 12/24 VDC, 0.24/0.12A, 1500 Lb Static Load, Satin Stainless Steel, With Faceplate | 1 | \$296.25 | \$296.25 |
| 17 | 8110ABTR000 | Hirsch 8110ABTR000 uTrust TS Wallmount HF/LF Commercial Terminal RS485/OSDP Reader | 1 | \$281.60 | \$281.60 |
| 18 | LV1 | LWC LV1 LOW VOLT MT/BRKT SG RETRO | 1 | \$1.53 | \$1.53 |
| 19 | FD15 | (2) Altex SR Components FD15 6' Gray Slotted Wall Wiring Duct (1.5" x 1.5") with Cover | 2 | \$28.50 | \$57.00 |
| 20 | ACM8 | Panasonic ACM8 ACCESS POWER CONTROLLER, EIGHT (8) TRIGGER INPUTS, EIGHT (8) FUSE PROTECTED OUTPUTS. FIRE ALARM INTERFACE. | 1 | \$165.88 | \$165.88 |

| | Part | Description | Qty | Price | Ext. Price |
|----|------------------------|---|----------|-------------------|--------------------|
| 21 | AQS2410 | Aqs241010amp, 24vdcboxed Power Supply | 1 | \$321.80 | \$321.80 |
| 22 | ELK1280 | (3) Elk Products : Battery; Lead Acid 12V-8.0Ah | 3 | \$31.25 | \$93.75 |
| 23 | MX-8 | Hirsch MX-8 Mx-8 Controller - 8 Door | 1 | \$4,370.40 | \$4,370.40 |
| 24 | HDWMOUNT | Mounting Hardware | 1 | \$600.00 | \$600.00 |
| 25 | SHP10010 | Freight | 1 | \$180.00 | \$180.00 |
| 26 | | 3 Year On-Site Warranty | 1 | \$716.02 | \$716.02 |
| 27 | WARO3 | 3 Year On-Site Warranty | 1 | \$716.02 | \$716.02 |
| 28 | | Option to add Door 3 | 1 | \$2,875.38 | \$2,875.38 |
| 29 | ACCESSPLENJKT1S HLD | (200) Access Control Composite Cable Plenum Jacket- Yellow 18-4C+22-2C+22-4C+22-3P STR BCFOIL SHDS PVDF JKT YEL CMP | 200 | \$0.77 | \$154.00 |
| 30 | HDWMOUNT | Mounting Hardware | 1 | \$100.00 | \$100.00 |
| 31 | SER100045 | (8) Avinext Lead Security Technician | 8 | \$125.00 | \$1,000.00 |
| 32 | SER100050 | (8) Avinext Security Technician | 8 | \$95.00 | \$760.00 |
| 33 | DS160 | PIR EXIT SENSOR, LT GRAY | 1 | \$114.00 | \$114.00 |
| 34 | 180-12-BL | Contact,3/4" Steel Door,black | 1 | \$5.00 | \$5.00 |
| 35 | 5200C-12/24D-630 | HES Door Electric Strike, 12/24 VDC, 0.24/0.12A, 1500 Lb Static Load, Satin Stainless Steel, With Faceplate | 1 | \$296.25 | \$296.25 |
| 36 | 8110ABTR000 | Hirsch 8110ABTR000 uTrust TS Wallmount HF/LF Commercial Terminal RS485/OSDP Reader | 1 | \$281.60 | \$281.60 |
| 37 | LV1 | LWC LV1 LOW VOLT MT/BRKT SG RETRO | 1 | \$1.53 | \$1.53 |
| 38 | WARO3 | 3 Year On-Site Warranty | 1 | \$163.00 | \$163.00 |
| | | | | SubTotal | \$15,524.99 |
| | | | | Sales Tax | \$0.00 |
| | | | | Shipping | \$0.00 |
| | | | | Total | \$15,524.99 |

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON
TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

EXHIBIT B



THE TEXAS A&M UNIVERSITY SYSTEM

301 Tarrow Street, 2nd Floor
College Station, Texas 77840

Minimum Prevailing Wage Rate

County: Brazos

| CLASSIFICATION | RATE | NOTES |
|--------------------------------|-------|-------|
| Acoustic Ceiling Installer | 15.73 | |
| Asbestos Abatement Worker | 13.06 | |
| Carpenter | 15.95 | |
| Concrete – Pour and Finish | 15.39 | |
| Crane Operator | 26.40 | |
| Driver | 14.47 | |
| Drywall Installer | 16.20 | |
| Electrician – Journeyman | 25.70 | |
| Electrician – Apprentice | 20.35 | |
| Elevator Mechanic – Journeyman | 55.83 | |
| Elevator Mechanic – Apprentice | 48.10 | |
| Fire Protection – Controls | 17.72 | |
| Fire Protection – Pipefitter | 20.61 | |
| Formwork Builder | 14.58 | |
| Glazier | 17.69 | |
| HVAC – Journeyman | 25.09 | |
| HVAC – Apprentice | 15.81 | |
| HVAC – Controls | 21.80 | |
| Insulator | 16.01 | |
| Ironworker | 17.42 | |
| Laborer/Helper | 12.73 | |
| Mason | 19.13 | |
| Equipment Operator – Light | 14.97 | |
| Equipment Operator – Heavy | 16.76 | |
| Painter | 13.18 | |
| Pipefitter – Journeyman | 32.50 | |
| Pipefitter – Apprentice | 19.35 | |
| Plasterer | 15.51 | |
| Plumber – Journeyman | 30.74 | |
| Plumber – Apprentice | 20.32 | |
| Reinforcing Steel Worker | 15.78 | |
| Roofer | 19.94 | |
| Stone Mason | 18.12 | |
| Terrazzo Installer | 13.08 | |
| Tile Setter | 15.73 | |
| Waterproofer | 14.91 | |

Note: Listed minimum prevailing wage rate is the base hourly wage rate including fringes.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2025 Southern Pointe Section
401 Blk 81 Lots 3R-1 through 3R-6

DATE OF COURT MEETING: 5/27/2025

ITEM: Request for approval of the Final Plat of Southern Pointe Subdivision Section 401, Block 81, Lots 3R-1 through 3R-6, being a Replat of Block 81, Lot 3; 7.371 Acres; Sterrett D Smith League Survey, A-210; College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether or not it is in the current year's budget: Replat of an existing section in the Southern Pointe development denoting changes to the original plat approved by Commissioners Court 9/20/2022; approval of this request does not impact the current budget.
4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: 5/27/2025
6. Site of work being performed, if applicable: Same as #3

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|---|-----------------------------|--------------------|
| Southern Pointe 401 Replat Application 2024-09-06.pdf | Application for Development | Backup Material |
| FP Southern Pointe 401 Replat FIRST 2024-09-06.pdf | Plat | Backup Material |



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2025 Southern Pointe Section
401 Blk 81 Lots 3R-1 through 3R-6

DATE OF COURT MEETING: 5/27/2025

ITEM: Request for approval of the Final Plat of Southern Pointe Subdivision Section 401, Block 81, Lots 3R-1 through 3R-6, being a Replat of Block 81, Lot 3; 7.371 Acres; Sterrett D Smith League Survey, A-210; College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00


NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether or not it is in the current year's budget: Replat of an existing section in the Southern Pointe development denoting changes to the original plat approved by Commissioners Court 9/20/2022; approval of this request does not impact the current budget.
4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: 5/27/2025
6. Site of work being performed, if applicable: Same as #3

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|---|-----------------------------|-----------------|
| Southern_Pointe_401_Replat_Application_2024-09-06.pdf | Application for Development | Backup Material |
| FP_Southern_Pointe_401_Replat_FIRST_2024-09-06.pdf | Plat | Backup Material |

APPROVED

 5/27/25
Duane Peters Date
County Judge

**Brazos County Road & Bridge Office**

2617 SH 21 West

Bryan, TX 77803

Telephone: (979) 822-2127

Fax: (979) 775-0456

Email: plats@brazoscountytexas.gov**PLAT APPLICATION**

| SUBJECT PROPERTY INFORMATION | | | |
|--|---|------------------------------|---|
| APPLICATION DATE *: 9-6-2024 | RESUBMITTAL: | <input type="checkbox"/> YES | <input checked="" type="checkbox"/> NO |
| PROJECT / SUBDIVISION NAME: Southern Pointe Subdivision Section 401 Replat | | | |
| PROJECT ADDRESS OR LOCATION: 1122 SOUTHERN POINTE PKWY TX | | | |
| LEGAL DESCRIPTION: SOUTHERN POINTE SEC 401, BLOCK 81, LOT 3, ACRES 7.37 | | | |
| IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: Southern Pointe Subdivision Section 401 | | | |
| NUMBER OF LOTS: 6 | TOTAL ACREAGE 7.371 | | |
| JURISDICTION: <input type="checkbox"/> | CITY LIMITS <input checked="" type="checkbox"/> | College Station | ETJ <input type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs |

* Notification of Application completeness will be given within 10 days of Application date. All incomplete Applications will be rejected. This Application shall expire five (5) years from the Application date of the project.

| TYPE OF APPLICATION | | | |
|--------------------------------------|--|--|--|
| <input type="checkbox"/> MASTER PLAN | <input type="checkbox"/> SIMPLIFIED PLAT | <input type="checkbox"/> PRELIMINARY PLAN | |
| <input type="checkbox"/> FINAL PLAT | <input type="checkbox"/> AMENDING PLAT | <input checked="" type="checkbox"/> REPLAT | |

| APPLICATION PURPOSE | | |
|--|---|--|
| <input type="checkbox"/> RESIDENTIAL | <input type="checkbox"/> MANUFACTURED HOME RENTAL COMMUNITY | <input checked="" type="checkbox"/> COMMERCIAL |
| <input type="checkbox"/> OTHER (Please explain): | | |

| FLOODPLAIN | |
|---|---|
| IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| Acknowledgment: The flood hazard boundary maps and other flood data used by Brazos County in evaluating flood hazards to proposed Developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of a Floodplain Permit in accordance with the Brazos County Flood Damage Prevention Ordinance does not imply that Development outside the areas of special flood hazard will be free from flooding or flood damage. Issuance of a permit shall not create liability on the part of Brazos County or any officer or employee of Brazos County in the event flooding or flood damage does occur. | |

| TxDOT RIGHT-OF-WAY | |
|---|---|
| WILL ANY CONSTRUCTION OCCUR IN TxDOT RIGHT-OF-WAYS? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |

| DIGITAL FILE SUBMISSION | | |
|-------------------------|---|---|
| COUNTY ENGINEER | <input checked="" type="checkbox"/> ADOBE (.pdf file) | <input checked="" type="checkbox"/> AutoCAD (.dwg file) (Email To: plats@brazoscountytexas.gov) |
| 911 ADDRESSING | <input checked="" type="checkbox"/> ADOBE (.pdf file) | <input checked="" type="checkbox"/> AutoCAD (.dwg file) (Email To: gis@brazoscountytexas.gov) |

| CONTACT INFORMATION | |
|---------------------|--|
|---------------------|--|

| APPLICANT INFORMATION | | |
|---|---------------------------|-----------------------------------|
| FIRM NAME: Schultz Engineering, LLC | | |
| CONTACT: Ricky Flores, P.E. | | |
| ADDRESS: 911 Southwest Parkway East | | |
| CITY: College Station | STATE: TX | ZIP: 77840 |
| PHONE: 979-764-3900 | | FAX: 979-764-3910 |
| EMAIL: ricky@schultzeng.com | | |

| PROPERTY OWNER INFORMATION | | |
|---|---------------------------|----------------------------|
| FIRM NAME: BV Southern Pointe Development, Inc. | | |
| CONTACT: Wallace Phillips | | |
| ADDRESS: 1140 Midtown Drive | | |
| CITY: College Station | STATE: TX | ZIP: 77845 |
| PHONE: 979-255-4466 | | FAX: |
| EMAIL: wsphillips3@gmail.com | | |


| ENGINEER INFORMATION | | |
|---|---------------------------|-----------------------------------|
| FIRM NAME: Schultz Engineering, LLC | | |
| CONTACT: Ricky Flores, P.E. | | |
| ADDRESS: 911 Southwest Parkway East | | |
| CITY: College Station | STATE: TX | ZIP: 77840 |
| PHONE: 979-764-3900 | | FAX: 979-764-3910 |
| EMAIL: ricky@schultzeng.com | | |

| SURVEYOR INFORMATION | | |
|---|---------------------------|----------------------------|
| FIRM NAME: Kerr Surveying, LLC | | |
| CONTACT: Nathan Paul Kerr | | |
| ADDRESS: 1718 Briarcrest Dr. | | |
| CITY: Bryan | STATE: TX | ZIP: 77802 |
| PHONE: 979-268-3195 | | FAX: |
| EMAIL: nathan@kerrsurveying.net | | |

| OTHER INFORMATION | | |
|-------------------|--------|------|
| FIRM NAME: | | |
| CONTACT: | | |
| ADDRESS: | | |
| CITY: | STATE: | ZIP: |
| PHONE: | | FAX: |
| EMAIL: | | |

| |
|---|
| PROPERTY OWNER CONSENT / AGENT AUTHORIZATION |
|---|

By my signature, I hereby affirm that I am the property Owner of record, or if the Applicant is an organization or business entity, that authorization has been granted to represent the Owner, organization or business in this Application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the Development/Subdivision of this property.

| | | |
|--|--------------------------------|----------------|
| SIGNATURE:  | PRINTED NAME: Wallace Phillips | DATE: 9/6/2024 |
| SIGNATURE: B425E4A2BBCD449... | PRINTED NAME: | DATE: |

By signing this form, the Owner of the property authorizes Brazos County to begin proceedings in accordance with the process for this type of Application indicated on page one of this Application. The Owner further acknowledges that submission of an Application does not in any way obligate the County to approve the Application and that although County staff may make certain recommendations regarding this Application, the Commissioner's Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

CALCULATIONS OF FEES

| | | | | | |
|--------------|----------------------|------------------|-------|-------------------|---------------------|
| MASTER PLAN: | No charge | SIMPLIFIED PLAT: | \$100 | PRELIMINARY PLAN: | \$150 + \$5 per lot |
| FINAL PLAT: | \$150 + \$10 per lot | AMENDING PLAT: | \$100 | REPLAT: | \$150 |

RECEIPT BY BRAZOS COUNTY (Official Use Only)

| | |
|---|--|
| DATE APPLICATION RECEIVED: ____ / ____ / ____ | DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____ |
| SIGNATURE: | SIGNATURE: |

Receipt of this Application by Brazos County does not provide confirmation or acceptance of a complete Application, nor does it waive requirements for any additional information not contained as part of this Application which may also be needed as a part of the review process.

Application Check List:

Copies of finished plat with corrections (if any):

- ☒ Three (3) hard copies to Brazos County
- ☒ One (1) .pdf copy to Brazos County
- ☒ One (1) .dwg copy to Brazos County
- ☒ One (1) hard copy to Brazos County Health District
- ☒ One (1) hard copy to Brazos County 911
- ☒ One (1) hard copy to local Water District or Company

Letters of approval (to be sent by the approving institution directly to Brazos County Engineering):

- ☒ Letter from Brazos County Health District - For On-site sewage evaluation.
- ☒ Letter from Brazos County 911 - For Road names.
- ☒ Letter from Water District or Company. - Stating water availability, etc.

If property is within an Extraterritorial Jurisdiction (ETJ) of a City:

- ☒ Approval notification from appropriate City.

Applicant attests that they have signed this Application in the capacity designated, if any, and further attests that they have read document and the statement contained herein and any attached are true and factual. All Applicants are encouraged to review the County Regulations prior to any plat submittal. It is understood that this Application is not finished or dated until all documents listed above are filed at the Brazos County Engineering Office and all applicable blanks are filled in the Application above.

SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

- ☒ Title Block with the following information:
 - ☒ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
 - ☒ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.) (Replats need to retain original Subdivision name.)
 - ☒ Date of preparation. (Include the date of any revisions on the plat.)
 - ☒ Engineer's scale in feet.
 - ☒ Total area intended to be developed.
 - ☒ Proposed number of Lots to be developed.
 - ☒ Re-plat or Amending Plat, existing Lot and Block description or Abstract name and number.
- ☒ North arrow.
- ☒ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☒ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☒ All horizontal control and vertical elevations depicted on the plat shall be tied to NAD83 and NAVD 1988 Datum.
- ☒ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plat.
- ☒ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☒ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plat drawing.
- ☒ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☒ Road names and Right-of-Way width for all Roads. (Existing and proposed)
- ☒ All existing and proposed plat boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☒ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.)
- ☒ Pipelines: label company with volume and page.
- ☒ All certification language as found in Appendix C.
- ☒ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens. The dedication shall be accompanied by the Certificate of Ownership and Dedication language found in Appendix C. The Owner's and any lien holder's dedication, and restrictions if any duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.
- ☒ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☒ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plat note.
- ☒ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according

to the best available data. (Shown on drawing; not separate description)

- ☒ All Subdivision external corners, angle points, points of curvature and points of tangency shall be set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded and shall be a TxDOT "Light Duty Setting" monument with an aluminum or bronze disk as specified in Appendix C of the TxDOT Survey Manual of April 2011. Alternately, Bernsten® Standard Aluminum Base monument (or equivalent as approved by the County Engineer) embedded and backfilled with compacted sand may be used. All Daughter Lots, Blocks and rights-of-way within the Subdivision shall be fully monumented in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded.
- ☒ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☒ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☒ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☒ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☒ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☒ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☒ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be twelve (12) inches higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☒ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☒ A separate drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☒ The certification language as found in Appendix C for both the Commissioner's Court approval and the County Clerk's filing certificate shall be located on the face of the plat. These signatures shall be obtained after approval by the Brazos County Commissioner's Court.
- ☒ If any Lot within the plat will be served by a well or an On-site Sewage Facility (OSSF), a letter must be provided by the Brazos County Health District stating they have examined the plat and that it is in compliance with the Brazos County On-site Sewage Facility (OSSF) Regulations, Construction Standards for On-site Sewage Facility (OSSF) Regulations as published by the Texas Commission on Environmental Quality (TCEQ). This letter must be signed by a representative of the District prior to Final Plat approval.
- ☒ If the plat contains a water well site, there shall be a depiction of the TCEQ separation

requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.

- ☒ If rural route mailboxes are proposed, the plat note as found in Appendix G.2 for placement of such mailboxes shall be shown on the face of the plat.
- ☒ If any areas of the plat are located outside of all incorporated areas, the plat note as found in Appendix G.1 regarding the requirement to obtain a unique Development Permit from the Brazos County Floodplain Administrator prior to locating or altering a structure or land shall be placed on the plat.
- ☒ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- ☒ Driveway culverts for all Lots shall be designed by a Licensed Professional Engineer.
- ☒ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.
- ☒ The diameter and length for each driveway culvert shall be shown on a table on the plat. This information shall also be placed in the deed restrictions for the Lots in the Subdivision.
- ☒ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- ☒ Any Improvements proposed within the Right-of-Way including, but not limited to, irrigation, landscaping, sidewalks, Subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.
- ☒ This check list along with the required copies of the plat shall be submitted to the County Engineer for approval.
- ☒ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☒ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

MASTER PLAN / PRELIMINARY PLAN REQUIREMENTS

Every Master Plan / Preliminary Plan shall include all of the following:

- ☐ Title Block with the following information:
 - ☐ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
 - ☐ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.)
 - ☐ Date of preparation. (Include the date of any revisions on the plan.)
 - ☐ Engineer's scale in feet.
 - ☐ Total area intended to be developed.
 - ☐ Proposed number of Lots to be developed.
 - ☐ Abstract name and number.
- ☐ The Preliminary Plan shall carry the legend "PRELIMINARY PLAN FOR REVIEW PURPOSES ONLY".
- ☐ North arrow.
- ☐ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☐ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☐ All horizontal control and vertical elevations depicted on the plan shall be tied to NAD83 and NAVD 1988 Datum.
- ☐ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plan.
- ☐ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☐ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plan drawing.
- ☐ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☐ Road names and Road designation (whether the Road will be public or privately owned), pavement width and Right-of-Way width for all proposed Roads within and all existing Roads abutting the plan. (Proposed and existing)
- ☐ All existing and proposed plan boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☐ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.) (Existing and proposed.)
- ☐ Pipelines: label company with volume and page.
- ☐ The Preliminary Plan (including the entire Parent Tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The Preliminary Plan may also be shown on multiple sheets if necessary to show all detail and required information as required by this section.
- ☐ Size, in acres, of all Daughter Tracts.
- ☐ Centerline tangent lengths and curve data for all proposed Roads.
- ☐ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens.

- ☐ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plan with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☐ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plan note.
- ☐ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)
- ☐ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☐ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☐ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☐ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☐ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☐ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☐ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be 12-inches higher than the highest spot elevation that is located within five feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☐ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☐ A drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☐ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- ☐ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- ☐ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- ☐ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT)

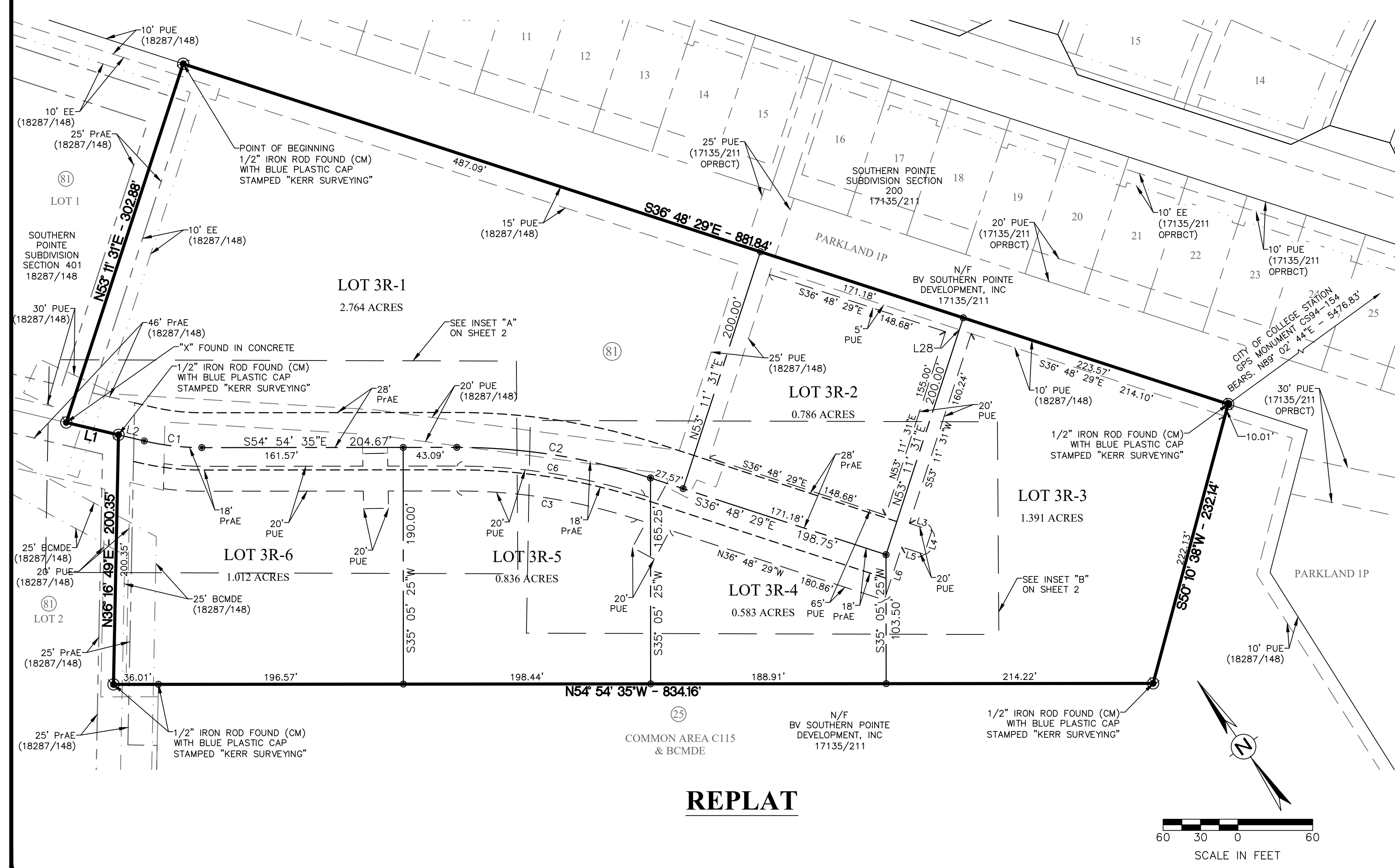
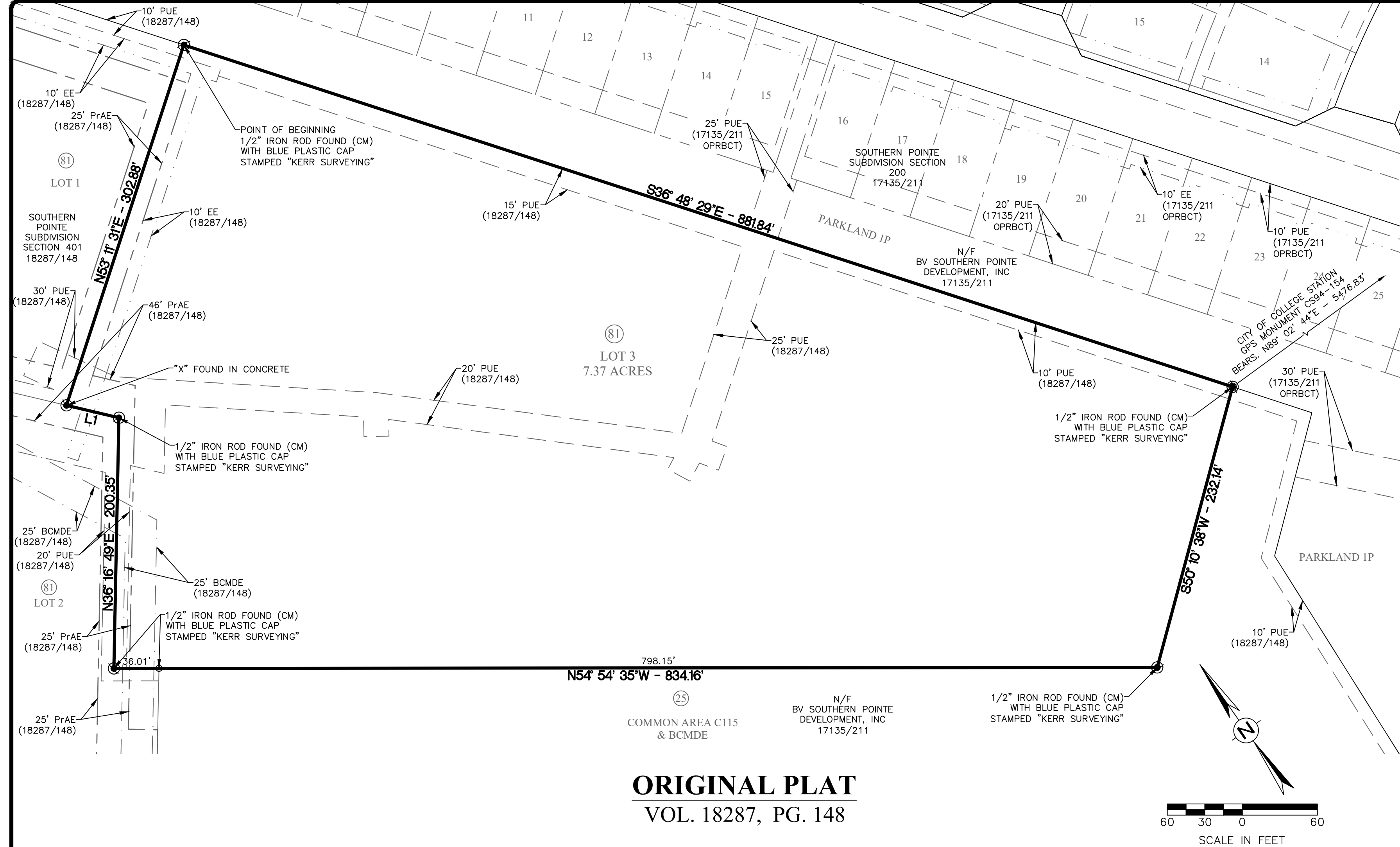
controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.

- ☐ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☐ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☐ Locations of existing and proposed public areas.
- ☐ Locations of other public Improvements, including but not limited to parks, schools and other public facilities.
- ☐ The location of proposed cluster mailboxes, as required.
- ☐ All proposed Off-site Easements for infrastructure construction must be shown on the Preliminary Plan.
- ☐ Proposed phasing. Each phase must be able to stand alone to meet requirements of these Regulations.
- ☐ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☐ If the proposed Preliminary Plan is to be a Private Subdivision (containing privately maintained Roads), the title of the plan shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ This check list along with the required copies of the plan shall be submitted to the County Engineer for approval.
- ☐ Include a description of contributing drainage to the proposed Subdivision. The submittal shall include the area, slope and type of Development in the contributing area.
- ☐ Drainage narrative in compliance with the BCEDG.
- ☐ Clearly indicate the method of sanitary sewage treatment and/or disposal such as, but not limited to, municipal sewer service, private sewage disposal system and On-site sewage facilities including the size and location of all proposed sewer mains and manholes. Preliminary grades for each main between manholes and the depth at each manhole shall also be shown.
- ☐ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

FINAL PLAT APPLICATION REQUIREMENTS

Every Final Plat must include all of the items provided on the Simplified Plat checklist as well as the following:

- ☒ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☒ If public Roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of Roadways as found in Appendix G.3 shall be placed on the face of the plat.
- ☒ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☒ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☒ If more than four mailboxes are to be provided within the Subdivision, cluster mailboxes shall be provided and the location of such shall be indicated on the plat.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☒ Locations of existing and proposed public areas.
- ☐ Locations of other Public Improvements, including but not limited to parks, schools and other public facilities.
- ☒ All Off-site Easements for infrastructure construction must be shown on the Final Plat with a volume and page listed to indicate where the separate instrument Easements were filed. Separate instrument Easements must be filed prior or concurrently with Final Plat.
- ☒ Proposed phasing. All phasing shall be in accordance with the approved Master Plan and/or Preliminary Plan and each phase must be able to stand alone to meet requirements of these Regulations. Infrastructure costs should be separate for each phase of the Subdivision.
- ☒ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.
- ☐ If the proposed Final Plat is to be a Private Subdivision (containing privately maintained Roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ In the case of an On-site Sewage Facility (OSSF), the Developer shall be responsible for providing a Development Plan, as performed by a Professional Sanitarian, a Licensed Professional Engineer, or person certified as required by TCEQ Title 30 TAC Chapter 285. The sewage disposal plan shall be performed according rules and regulations established by the Brazos County On-site Sewage Facility (OSSF) Order and TCEQ Title 30 TAC Chapter 285.



| LINE TABLE | | | LINE TABLE | | |
|------------|--------|---------------|------------|--------|---------------|
| LINE # | LENGTH | DIRECTION | LINE # | LENGTH | DIRECTION |
| L1 | 43.04' | N41° 34' 04"W | L15 | 20.13' | N36° 16' 49"E |
| L2 | 21.27' | S41° 34' 04"E | L16 | 10.03' | N34° 10' 19"E |
| L3 | 19.00' | S36° 48' 29"E | L17 | 20.00' | S55° 49' 41"E |
| L4 | 20.00' | S53° 11' 31"W | L18 | 10.35' | S34° 10' 19"W |
| L5 | 19.00' | N36° 48' 29"W | L19 | 55.42' | S54° 54' 35"E |
| L6 | 44.76' | S53° 11' 31"W | L20 | 11.13' | S36° 48' 29"E |
| L7 | 26.45' | S63° 16' 12"W | L21 | 12.65' | N63° 16' 12"E |
| L8 | 20.00' | N26° 43' 48"W | L22 | 20.00' | S26° 43' 48"E |
| L9 | 22.89' | N63° 16' 12"E | L23 | 16.30' | N63° 16' 12"E |
| L10 | 7.58' | N36° 48' 29"W | L24 | 16.30' | S34° 39' 14"E |
| L11 | 55.10' | N54° 54' 35"W | L25 | 20.00' | N55° 20' 46"E |
| L12 | 13.84' | S34° 10' 19"W | L26 | 12.87' | N34° 39' 14"W |
| L13 | 20.00' | N55° 49' 41"W | L27 | 0.14' | N53° 11' 31"E |
| L14 | 14.16' | N34° 10' 19"E | L28 | 20.00' | S36° 48' 29"E |

| Curve Table | | | | | |
|-------------|---------|---------|------------|---------|---------|
| CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD |
| C1 | 46.57' | 200.00' | 013°20'31" | 23.39' | 46.47' |
| C2 | 157.97' | 500.00' | 018°06'06" | 79.65' | 157.31' |
| C3 | 146.91' | 465.00' | 018°06'06" | 74.07' | 146.30' |
| C4 | 30.83' | 235.00' | 007°30'57" | 15.44' | 30.80' |
| C5 | 30.42' | 215.00' | 008°06'25" | 15.24' | 30.40' |
| C6 | 153.23' | 485.00' | 018°06'06" | 77.26' | 152.59' |

| LEGEND | |
|--------|---|
| | PROPERTY BOUNDARY |
| | RIGHT OF WAY |
| | LOT LINE |
| | PUBLIC UTILITY EASEMENT (PUE) |
| | PRIVATE ACCESS EASEMENT (PAE) |
| | EXISTING PUBLIC UTILITY EASEMENT (PUE) |
| | EXISTING PUBLIC ELECTRICAL EASEMENT (EE) |
| | EXISTING BRAZOS COUNTY MUD NO. 1 DRAINAGE EASEMENT (BOWCE) |
| | EXISTING PRIVATE ACCESS EASEMENT (PAE) |
| | LOT CORNER - 1/2" IRON ROD SET WITH BLUE PLASTIC CAPS STAMPED "KERR SURVEYING" UNLESS OTHERWISE NOTED |
| | RIGHT OF WAY CENTERLINE "X" SET IN CONCRETE |
| | BLOCK LABEL |
| | CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES |
| | OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS |
| | RECORDING INFORMATION |
| | RIGHT-OF-WAY |

- NOTES:
- THE PROPOSED DEVELOPMENT IS LOCATED IN THE CITY OF COLLEGE STATION ETJ. THIS DEVELOPMENT IS BEING REVIEWED AS AN "IN CITY" DEVELOPMENT PER LETTER REQUEST BY THE DEVELOPER TO THE CITY.
 - BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH (NAD 83) AS ESTABLISHED FROM GPS OBSERVATION.
 - DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, TO DETERMINE GRID DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 0.9999059410912.
 - NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR BRAZOS COUNTY AND INCORPORATED AREAS, MAP NO. 48041C0350E, EFFECTIVE DATE: MAY 16, 2012.
 - 1/2" IRON RODS WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" WILL BE SET AT ALL LOT CORNERS AND ANGLE POINTS UNLESS NOTED OTHERWISE.
 - DISTANCES SHOWN ON CURVES ARE CHORD LENGTHS.
 - PROPOSED USES ARE COMMERCIAL, INSTITUTIONAL, MULTI-FAMILY, SINGLE-FAMILY, AND OPEN SPACE IN COMPLIANCE WITH THE SIGNED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND MCALISTER OPPORTUNITY FUND 2012, L.P. DATED MARCH 12, 2015 RECORDED IN VOLUME 12656, PAGE 190 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY (AMENDED NOVEMBER 10, 2016).
 - THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND THE DEVELOPER HAS ESTABLISHED AN EFFECTIVE DATE OF MARCH 12, 2015 BASED ON ARTICLE II OF THE DEVELOPMENT AGREEMENT (DA), THE PROPOSED DEVELOPMENT WILL COMPLY WITH THE UNITED DEVELOPMENT ORDINANCE OF THE CITY OF COLLEGE STATION AS OF THE "EFFECTIVE" DATE OF THE DA. THEREFORE, THE EFFECTIVE UDO IS THE FEBRUARY 10, 2015, SUPPLEMENT 4 (EFFECTIVE UDO).
 - PER THE EXECUTED UTILITY AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXECUTED AUGUST 21, 2015 AND AMENDED NOVEMBER 10, 2016, WATER AND WASTE WATER SERVICE ARE TO BE PROVIDED BY CITY OF COLLEGE STATION.
 - PER THE EXECUTED UTILITY AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, EXECUTED AUGUST 21, 2015 AND AMENDED NOVEMBER 10, 2016, THE CITY OF COLLEGE STATION WILL, UPON ACCEPTANCE, OWN AND OPERATE ALL PUBLIC WATER AND PUBLIC SANITARY SEWER FACILITIES IN BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
 - A WATER DESIGN REPORT FOR THIS SUBDIVISION WILL BE PROVIDED PER CITY STANDARDS.
 - WATER, SEWER, DRAINAGE, AND STREETS WILL BE DESIGNED AND CONSTRUCTED TO THE 2012 EDITION OF THE B/C/S UNIFIED DEVELOPMENT GUIDELINES, STANDARDS, AND SPECIFICATIONS.
 - PER THE EXECUTED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND MCALISTER OPPORTUNITY FUND 2012, L.P., EFFECTIVE MARCH 12, 2015, AS AMENDED, STREETS WILL BE CONSTRUCTED BASED ON THE THOROUGHFARE ROAD STANDARDS AS OF THE DATE OF THE AGREEMENT.
 - STORM SEWER SYSTEM, INCLUDING DRAINAGE CHANNELS, UNDERGROUND STORMWATER CONVEYANCE SYSTEMS, AND DETENTION PONDS WILL BE MAINTAINED BY BRAZOS COUNTY MUD NO. 1 UNTIL ANNEXATION BY THE CITY OF COLLEGE STATION. UPON ANNEXATION, THE MAINTENANCE OF THE DETENTION PONDS WILL BE THE RESPONSIBILITY OF THE HOA UNLESS THE CITY REQUESTS A CONTINUATION OF THE MUD TAXING AUTHORITY FOR THE PURPOSE OF DETENTION POND MAINTENANCE AS SET FORTH IN THE DEVELOPMENT AGREEMENT.
 - THE OPERATION AND MAINTENANCE OF THE LOCAL STREETS IS BASED ON AN EXECUTED INTER-LOCAL AGREEMENT BETWEEN BRAZOS COUNTY AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
 - THE OPERATION AND MAINTENANCE OF THE MAJOR STREETS IS BASED ON AN EXECUTED INTER-LOCAL AGREEMENT BETWEEN BRAZOS COUNTY AND BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1.
 - COMMON AREAS AND PARKLAND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. UPON ANNEXATION, THE PARKLAND OWNERSHIP AND MAINTENANCE WILL BE TRANSFERRED TO THE CITY. THE REMAINING COMMON AREAS WILL CONTINUE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 - ELECTRICAL SERVICE FOR THIS DEVELOPMENT IS PROVIDED BY ENTERGY.
 - HOMEOWNERS ASSOCIATION EASEMENT ACTIVITIES AND/OR INFRASTRUCTURE WILL BE REFERENCED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE SUBDIVISION.
 - IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
 - IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY THE OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
 - ALL PUBLIC DRAINAGE EASEMENTS WILL BE IMPROVED ACCORDING TO THE DRAINAGE POLICY AND DESIGN STANDARDS.
 - THIS PLAT WAS PREPARED TO REFLECT THE TITLE REPORT PREPARED BY UNIVERSITY TITLE COMPANY, OF NO. 2403245CS, CERTIFICATION DATE: 2-11-2024, AND NOTHING FURTHER CERTIFICATE OF NO. 2404397CS, EFFECTIVE DATE: 6-23-2024. ITEMS LISTED ARE ADDRESSED AS FOLLOWS:
-(18287/148 OPRBCT) EASEMENTS ON PLAT DO APPLY TO THIS LOT AS SHOWN HEREON.
-(12656/190 OPRBCT) DEVELOPMENT AGREEMENT DOES APPLY TO THIS LOT.
-(18256/5 OPRBCT) EASEMENTS IN RESTRICTIONS DO APPLY TO THIS LOT.
-(13644/17 OPRBCT) RIGHTS OF INGRESS AND EGRESS RETAINED IN PARTIAL RELEASE DO APPLY TO THIS LOT.
-(13420/61 OPRBCT) CALLED 0.78 ACRE RIGHT-OF-WAY EASEMENT TO BRYAN TEXAS UTILITIES DOES NOT CROSS THIS LOT.
-(13736/274 OPRBCT) BLANKET INGRESS AND EGRESS EASEMENT RESERVED IN DEED APPLIES TO A PORTION OF THIS LOT BUT DOES NOT CROSS THIS LOT, BEING NOW LIMITED TO PLATTED ROADS (17135/211 OPRBCT).
-(14729/191 OPRBCT) 25' WIDE ATMOS ENERGY CORPORATION PIPELINE EASEMENT DOES NOT CROSS THIS LOT.
-(18685/29 OPRBCT) BLANKET RIGHT OF WAY EASEMENT TO ENTERGY TEXAS INC. DOES APPLY TO THIS LOT.
-(8348/46 OPRBCT) SEWER LINE AGREEMENT DOES APPLY TO THIS LOT BUT SEWER LINE DOES NOT APPEAR TO CROSS THIS LOT.
-(15555/269 OPRBCT) EXCLUSIVE EASEMENT AND LICENSE AGREEMENT GRANTING PM FIBER, LLC USE OF DEDICATED UTILITY EASEMENTS DOES APPLY TO THIS LOT.
-ALL OTHER ITEMS ARE NOT SURVEY RELATED OR DO NOT APPLY TO THIS LOT OR ARE NOT ADDRESSED BY THIS PLAT.
 - EASEMENTS AND BUILDING SETBACK LINES PER DEVELOPMENT AGREEMENT, 12656/190 (O.P.R.B.C.T.), THE SETBACK LINES ARE AS FOLLOWS:
FRONT - 20'
SIDE - 5'
REAR - 20'
SIDE STREET - 15'
 - DRAINAGE ANALYSIS WILL BE REQUIRED DURING THE SITE PLAN DEVELOPMENT APPLICATIONS FOR BLOCK 81, LOTS 1-3.
 - LANDSCAPING OR OTHER PRIVATE IMPROVEMENTS LOCATED INSIDE OF A PUBLIC UTILITY EASEMENT THAT ARE DAMAGED DUE TO REPAIR OF A PUBLIC UTILITY WILL BE REPLACED AT THE EXPENSE OF BRAZOS COUNTY MUD NO. 1.
 - CANOPY TREES MAY NOT BE PLACED INSIDE OF PUBLIC UTILITY EASEMENTS.

FINAL PLAT

OF

SOUTHERN POINTE SUBDIVISION

SECTION 401

BLOCK 81, LOTS 3R-1 THROUGH 3R-6

7.371 ACRES
BEING A

REPLAT

OF

SOUTHERN POINTE SUBDIVISION SECTION 401
BLOCK 81, LOT 3
VOLUME 18287, PAGE 148
STERRETT D SMITH LEAGUE SURVEY, A-210
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE 1" = 60'
SEPTEMBER 2024

OWNER/DEVELOPER:

BV SOUTHERN POINTE
DEVELOPMENT, INC.
1140 Midtown Drive
College Station, TX 77845
(979) 255-4466

SURVEYOR:

Kerr Surveying, LLC
1718 Briarcrest Dr.
Bryan, TX 77802
(979) 268-3195
TBPESL FIRM # 10018500
SURVEYS@KERRSURVEYING.NET
Kerr Job 24-832

ENGINEER:

TBPFE FIRM NO. 12327
911 SOUTHWEST PKWY E
College Station, Texas 77840
(979) 764-3900
SHEET 1 OF 2

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Wallace S. Phillips III, Sole Director of BV Southern Pointe Development, Inc., owner and developer of the land shown on this plat, and designated herein as the Southern Pointe Subdivision, Section 401, Block 81, Lots 3R-1 through 3R-6, to the City of College Station, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements and public places thereon shown for the purpose and consideration therein expressed.

BV Southern Pointe Development, Inc., a Texas Corporation

By: Wallace S. Phillips III, Sole Director

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Wallace S. Phillips III, Sole Director of BV Southern Pointe Development, Inc., a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____

Notary Public, Brazos County, Texas

CERTIFICATE OF CITY ENGINEER

I, _____, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station, Texas.

City Engineer
City of College Station, Texas

CERTIFICATE OF COUNTY CLERK

County Clerk
Brazos County, Texas

CERTIFICATE OF ADMINISTRATOR

I, _____, Administrator of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Administrator
City of College Station, Texas

FIELD NOTES DESCRIPTION
OF A

STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210
BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 7.371 ACRES IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, BEING ALL OF LOT 3, BLOCK 81, SOUTHERN POINTE SUBDIVISION SECTION 401 AS DEPICTED ON THE PLAT RECORDED IN VOLUME 18287, PAGE 148 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT), SAID 7.371 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found (all 1/2 inch iron rods found with blue plastic caps stamped "KERR SURVEYING") on the southwest line of Parkland 1P, Southern Pointe Subdivision Section 200 as depicted on the plat recorded in Volume 17135, Page 211 (OPRBCT) marking the east corner of Lot 1, Block 81 of said Section 401 and the north corner of said Lot 3, Block 81;

THENCE, with said southwest line of Parkland 1P and the northeast line of said Lot 3, Block 81, S 36° 48' 29" E a distance of 881.84 feet to a 1/2 inch iron rod found marking a north corner of Common Area C115, Block 25, Southern Pointe Subdivision Section 115 (18287/148 OPRBCT) and the east corner of said Lot 3, Block 81; for reference the City of College Station GPS Monument CS94-154 bears N 89° 02' 44" E a distance of 5,476.83;

THENCE, with the common line of said Common Area C115, Block 25 and said Lot 3, Block 81, S 50° 10' 38" W a distance of 232.14 feet to a 1/2 inch iron rod found;

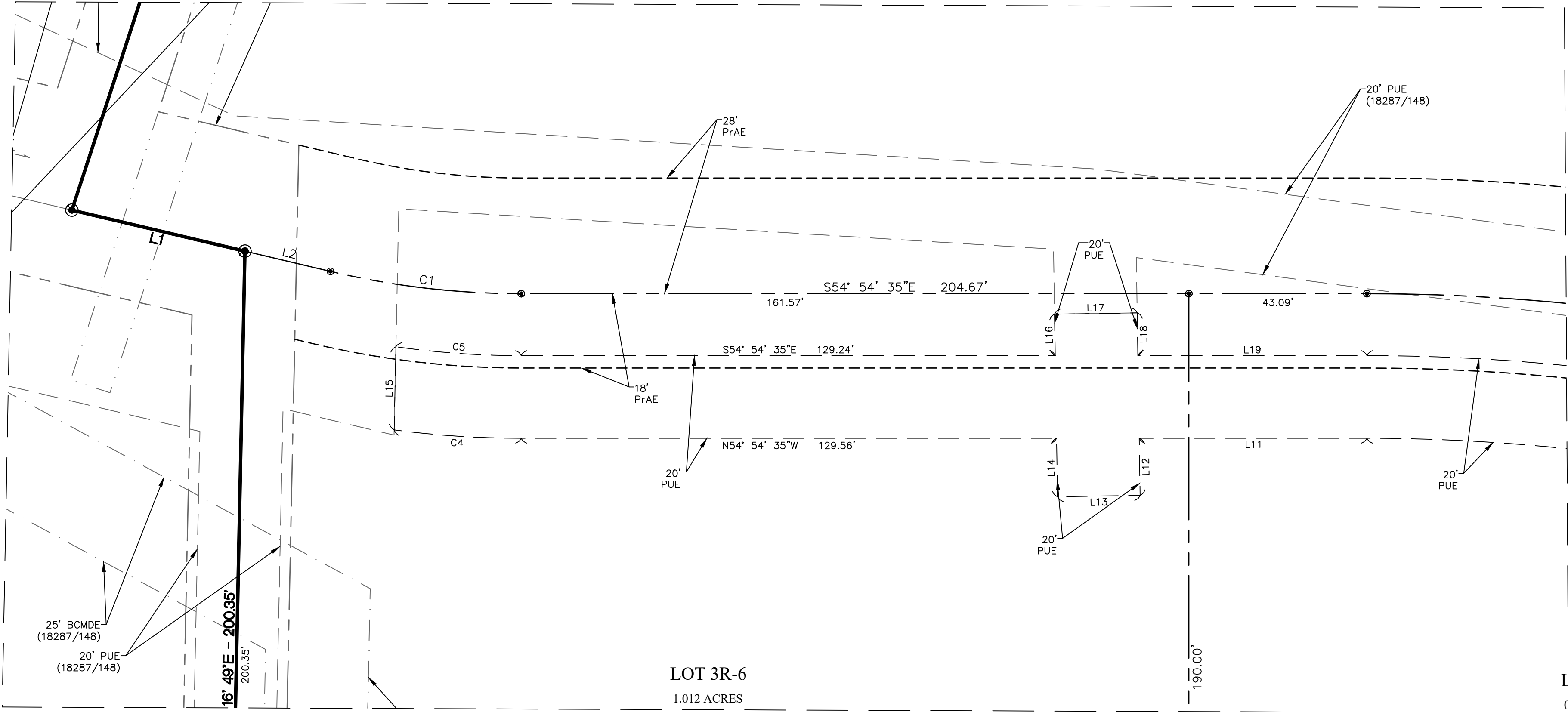
THENCE, with the common line of said Common Area C115 and the southwest line of Lot 3, Block 81, N 54° 54' 35" W, passing at 798.15 feet a 1/2 inch iron rod found marking the northeast common corner of Lot 2, Block 81 and said Common Area C115, continuing for a total distance of 834.16 feet to a 1/2 inch iron rod found marking an interior corner of said Lot 2 and the west corner of Lot 3;

THENCE, with the common lines of said Lots 2 and 3 for the following two (2) courses and distances:

- 1) N 36° 16' 49" E a distance of 200.35 feet to a 1/2 inch iron rod found;
- 2) N 41° 34' 04" W a distance of 43.04 feet to an "X" found in concrete on a northeast line of said Lot 2 marking the south corner of said Lot 1 and a west corner of said Lot 3;

THENCE, with the common line of said Lots 1 and 3, N 53° 11' 31" E a distance of 302.88 feet to the POINT OF BEGINNING hereof and containing 7.371 acres of land, more or less. Surveyed on the ground 2022, 2023, and 2024 by this professional land surveying firm and under my supervision.

| LINE TABLE | | | LINE TABLE | | |
|------------|--------|---------------|------------|--------|---------------|
| LINE # | LENGTH | DIRECTION | LINE # | LENGTH | DIRECTION |
| L1 | 43.04' | N41° 34' 04"W | L15 | 20.13' | N36° 16' 49"E |
| L2 | 21.27' | S41° 34' 04"E | L16 | 10.03' | N34° 10' 19"E |
| L3 | 19.00' | S36° 48' 29"E | L17 | 20.00' | S55° 49' 41"E |
| L4 | 20.00' | S53° 11' 31"W | L18 | 10.35' | S34° 10' 19"W |
| L5 | 19.00' | N36° 48' 29"W | L19 | 55.42' | S54° 54' 35"E |
| L6 | 44.76' | S53° 11' 31"W | L20 | 11.13' | S36° 48' 29"E |
| L7 | 26.45' | S63° 16' 12"W | L21 | 12.65' | N63° 16' 12"E |
| L8 | 20.00' | N26° 43' 48"W | L22 | 20.00' | S26° 43' 48"E |
| L9 | 22.89' | N63° 16' 12"E | L23 | 16.30' | N63° 16' 12"E |
| L10 | 7.58' | N36° 48' 29"W | L24 | 16.30' | S34° 39' 14"E |
| L11 | 55.10' | N54° 54' 35"W | L25 | 20.00' | N55° 20' 46"E |
| L12 | 13.84' | S34° 10' 19"W | L26 | 12.87' | N34° 39' 14"W |
| L13 | 20.00' | N55° 49' 41"W | L27 | 0.14' | N53° 11' 31"E |
| L14 | 14.16' | N34° 10' 19"E | L28 | 20.00' | S36° 48' 29"E |



INSET "A"

1"=20'

| Curve Table | | | | | |
|-------------|---------|---------|------------|---------|---------|
| CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD |
| C1 | 46.57' | 200.00' | 013°20'31" | 23.39' | 46.47' |
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| C6 | 153.23' | 485.00' | 018°06'06" | 77.26' | 152.59' |

CERTIFICATE OF THE SURVEYOR

STATE OF TEXAS
COUNTY OF BRAZOS

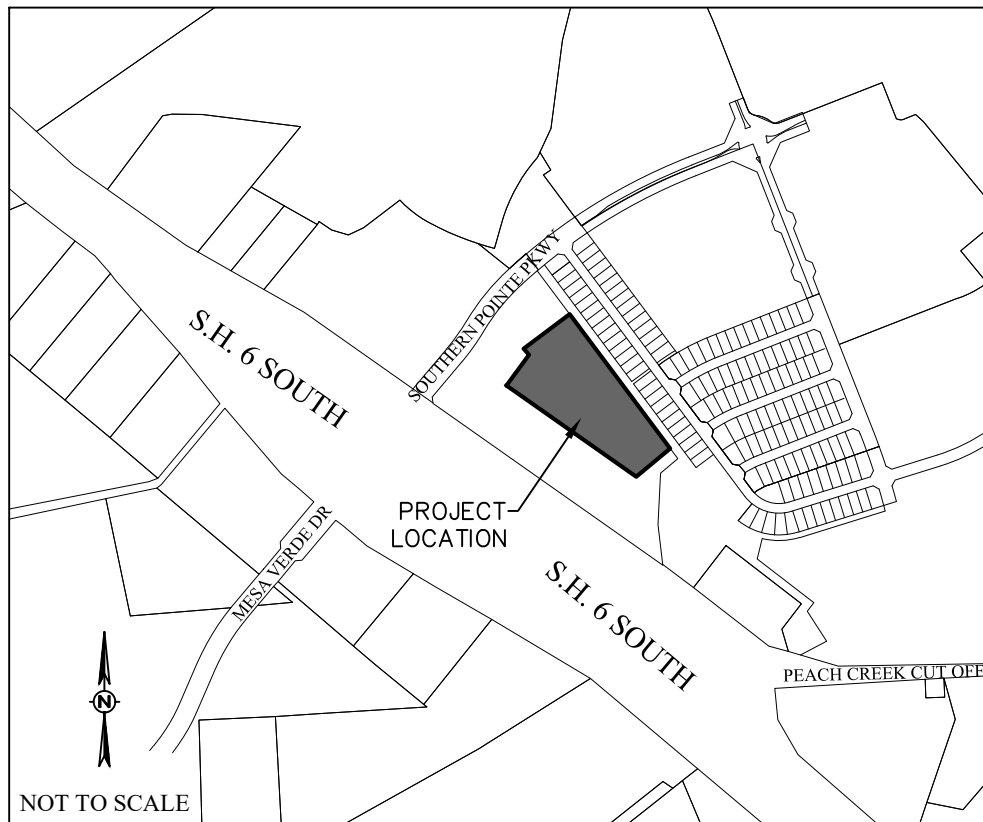
I, Michael Konetski, Registered Professional Land Surveyor No. 6531, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that the property markers and monuments were placed under my supervision on the ground.

R.P.L.S. No. 6531

LEGEND

| | |
|--|---|
| | PROPERTY BOUNDARY |
| | RIGHT OF WAY |
| | LOT LINE |
| | PUBLIC UTILITY EASEMENT (PUE) |
| | PRIVATE ACCESS EASEMENT (PrAE) |
| | EXISTING PUBLIC UTILITY EASEMENT (PUE) |
| | EXISTING PUBLIC ELECTRICAL EASEMENT (EE) |
| | EXISTING BRAZOS COUNTY MUD No. 1 DRAINAGE EASEMENT (BCMD) |
| | EXISTING PRIVATE ACCESS EASEMENT (PrAE) |
| | LOT CORNER - 1/2" IRON ROD SET WITH BLUE PLASTIC CAPS STAMPED "KERR SURVEYING" UNLESS OTHERWISE NOTED |
| | RIGHT OF WAY CENTERLINE "X" SET IN CONCRETE |
| | BLOCK LABEL |
| | CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES |
| | OPRBCT |
| | RECORDING INFORMATION |
| | RIGHT-OF-WAY |

VICINITY MAP



FINAL PLAT
OF
SOUTHERN POINTE SUBDIVISION
SECTION 401

BLOCK 81, LOTS 3R-1 THROUGH 3R-6

7.371 ACRES

BEING A

REPLAT

OF
SOUTHERN POINTE SUBDIVISION SECTION 401
BLOCK 81, LOT 3

VOLUME 18287, PAGE 148

STERRETT D SMITH LEAGUE SURVEY, A-210

COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE 1" = 60'
SEPTEMBER 2024

OWNER/DEVELOPER:

BV SOUTHERN POINTE
DEVELOPMENT, INC.
1140 Midtown Drive
College Station, TX 77845
(979) 255-4466

SURVEYOR:

Kerr Surveying, LLC
1718 Briarcrest Dr.
Bryan, TX 77802
(979) 268-3195
TBPELS FIRM # 10018500
SURVEYS@KERRSURVEYING.NET
Kerr Job 24-832

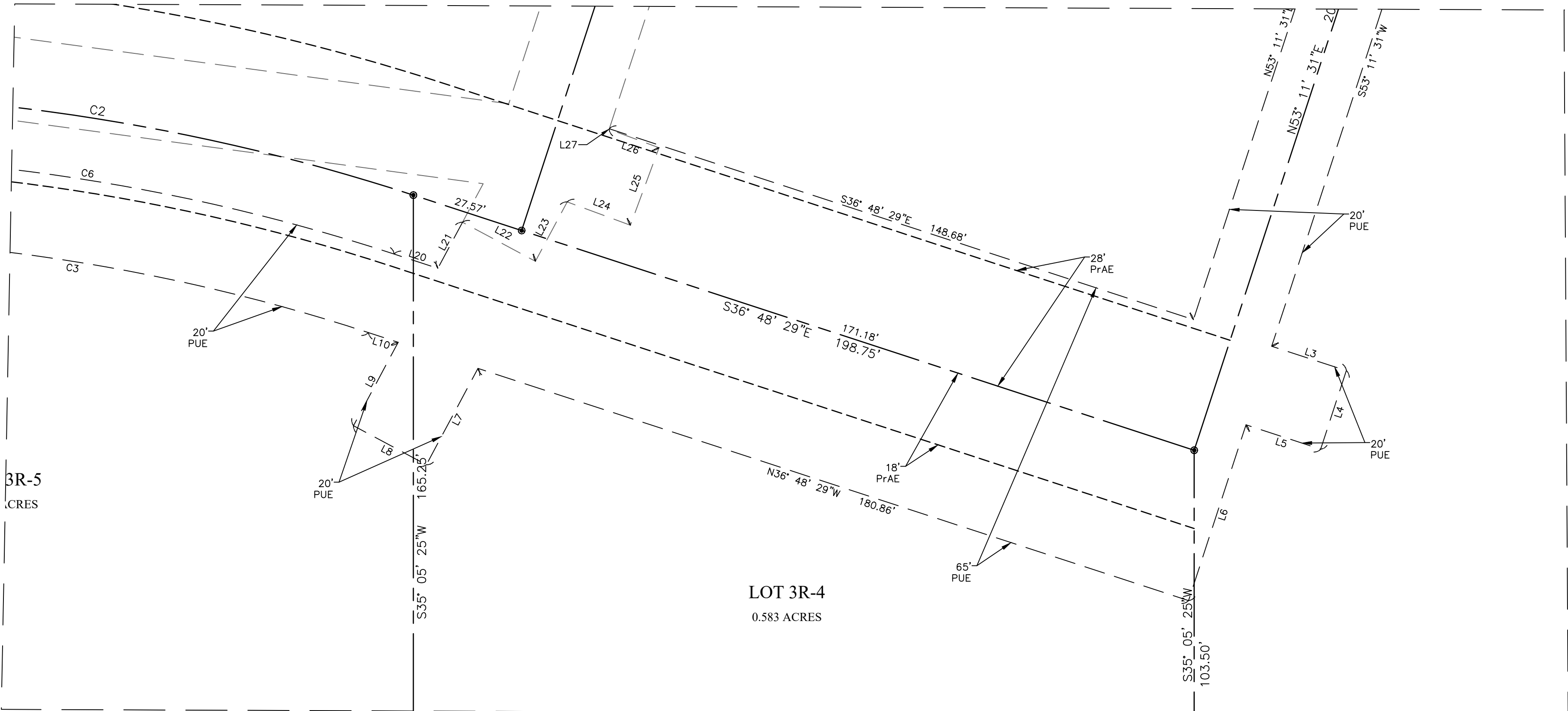
ENGINEER:

TBPFE FIRM NO. 12327
911 SOUTHWEST PKWY E
College Station, Texas 77840
(979) 764-3900

SHEET 2 OF 2

INSET "B"

1"=20'





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Utility Permit-Frontier-Arrington-Indian Lakes-Harpers Ferry

DATE OF COURT MEETING: 5/27/2025

ITEM: Consider and take action on the Frontier Communications utility permit to pull fiber optic cable through existing conduit within the ROW of Arrington Road and Indian Lakes Drive. Project also includes road bores of Mesa Verde Drive, Arapaho Ridge Drive, Barnstable Harbor, Sandpiper Cove and Pelicans Point Cove. Sites are located in Precinct 1.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

Permit is for ROAD BORES ONLY. All other lines, conduits and appurtenances that parallel the roadway must be placed within the platted subdivision Public Utility Easement (PUE). Permit does allow Frontier to utilize existing facilities located within the current roadway rights-of-way, but could require relocation in the future.

NOTES/EXCEPTIONS: Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Frontier will pull cable thru exiting conduit along Arrington and Indian Lakes Drive, they will also bore fiber optic cable under Mesa Verde, Arapaho Drive, Barnstable Harbor, Sandpiper Cove and Pelicans Point Cove and install 8900 in PUE on Indian Lakes Drive and Harpers Ferry Road.
Brazos County has NO financial responsibility in project.
Consequences for failing to approve agenda item: Less customer choice for internet
Deadline for agenda item approval: As soon as possible
Site of work being performed: Arrington Road, Indian Lakes Drive, Harpers Ferry, Mesa Verde, Arapaho Drive, Barnstable Harbor, Sandpiper Cove and Pelicans Point Cove.
Sites are located in Precinct 1.

ATTACHMENTS:

File Name

[Utility Permit-Frontier-Arrington-Indian Lakes-Harpers Ferry.pdf](#)

Description

Utility Permit -Frontier-Arrington, Indian Lakes-Harpers Ferry

Type

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Utility Permit-Frontier-Arrington-Indian Lakes-Harpers Ferry

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TO: Commissioners Court

FROM: Joe Salvato

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Permit is for ROAD BORES ONLY. All other lines, conduits and appurtenances that parallel the roadway must be placed within the platted subdivision Public Utility Easement (PUE). Permit does allow Frontier to utilize existing facilities located within the current roadway rights-of-way, but could require relocation in the future.

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ATTACHMENTS:

File Name

Utility_Permit-Frontier-Arrington-Indian_Lakes-Harpers_Ferry.pdf

Description

Utility Permit -Frontier-Arrington, Indian Lakes-Harpers Ferry

Type

Backup Material

APPROVED

 5/27/25

Duane Peters
County Judge

Date

**NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS
OF TELEPHONE FACILITIES AND DESIGNATING
PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY
TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS**

Comes now Frontier Communications [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Project – 5283434 / Fiber

ROW / PUE: Arrington Road, Indian Lakes Drive and Harpers Ferry Road

Road Bores: Mesa Verde Drive, Arapaho Ridge Drive, Barnstable Harbor,
Sandpiper Cove and Pelicans Point Cove

Frontier plans to pull fiber optic cable through existing conduit located within the ROW of Arrington Road and Indian Lakes Drive. Proposing to also directional bore 8,900 feet of 1.25-inch fiber optic conduct (x2) in platted Public Utility Easement (PUE) of Indian Lakes Drive and Harpers Ferry Road. Project includes road bores of Mesa Verde Drive, Arapaho Ridge Drive, Barnstable Harbor, Sandpiper Cove and Pelicans Point Cove

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 30 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

Frontier Communications *
Company Name

Darrin Albrecht 281-229-0849
Darrin.l.albrecht@ftr.com

Devin Gould with Housley Group
By:

Devin Gould
Signature

Project Manager – Permits
Title

3550 S Bryant Blvd San Angelo, Tx 76903
Address

409-313-3755
Telephone Number

dgould@hc-inc.com
E-mail

ACCEPTANCE OF NOTIFICATION

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated May 21, 2025 except as noted below:

EXCEPTIONS:

Permit is for ROAD BORES ONLY. All other lines, conduits and appurtenances that parallel the roadway must be placed within the platted subdivision Public Utility Easement (PUE). Permit does allow Frontier to utilize existing facilities located within the current roadway rights-of-way, but could require relocation in the future.

For 

Brazos County Engineer

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.
3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. **ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;**
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;

- b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

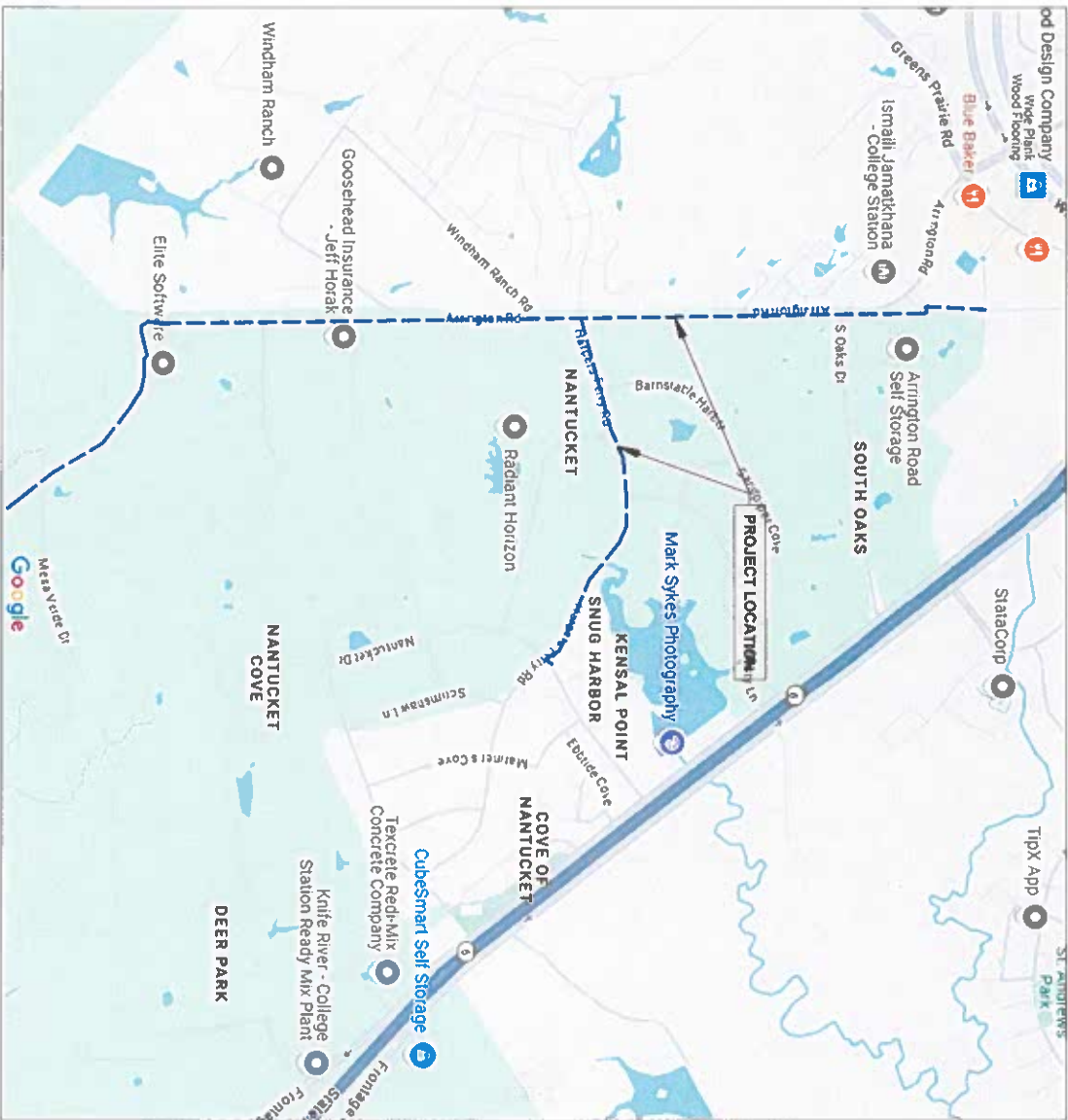
| Type of Pipeline | Depth (below deepest ditch grade) | Special Requirements |
|-------------------------|--|---|
| Encased Pipe | Less than 10' | Must be covered with concrete pad at least 36" deep |
| Encased Pipe | Greater than 10' | No concrete pad required |
| Non-Cased Pipe | Less than 10' | Must be covered with concrete pad at least 48" deep |
| Non-Cased Pipe | Greater than 10' | No concrete pad required |

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.

COVER SHEET

- SHEET INDEX
- 1. COVER SHEET
 - 2. STANDARD NOTED AND LEGEND
 - 3-43. SITE PLANS
 - 44. TRENCH JACK FILL AND BORE DETAILS
 - 45. HH & FP DETAILS
 - 46. STANDARD TCP



THIS PERMIT
UNDERGROUND FOOTAGE : - 20.000'



SHEET TITLE:

COVER SHEET

PERMIT # 5283434

ADDRESS:
1449 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE: NTS

DATE: 04-21-2025

SHEET NO. 01 OF 46

STANDARD LEGEND & NOTES

AERIAL

CENTERLINE

EDGE-OF-PAVEMENT

ROAD BASE SOLID LINE

FENCE / GUARDRAIL

RIGHT-OF-WAY

SIDEWALK

PUE

FORCE MAIN

GAS

PROPOSED BORE

PROPOSED FIBER

WATER MAIN

STORM SEWER

UTILITY ELECTRIC

SANITARY SEWER

COUNTY LINE / CITY LIMITS

BORE PIT / POT HOLE

PROPOSED VAULT

ACCESS POINT

PROPOSED HANDHOLE

EXISTING HANDHOLE

FLOWER POT

POWER POLE

ANCHOR

DOWN GUY

COMMUNICATIONS MANHOLE

ELECTRIC MANHOLE

STORM SEWER MANHOLE

SANITARY SEWER MANHOLE

COMMUNICATIONS PEDESTAL

ELECTRIC PEDESTAL

ELECTRIC TRANSFORMER

ELECTRIC HANDHOLE

FIRE HYDRANT

WATER VALVE

STREET LIGHT

STREET SIGN

TREE

TRAFFIC SIGNAL POLE

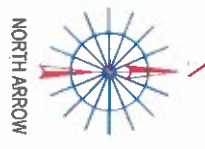
WASTEWATER CLEAN OUT

WATER METER

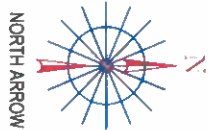
RAILROAD CROSSING SIGNAL / GATE

CULVERT

DITCHES



| | |
|---------------------------|--|
| SHEET TITLE: | |
| STANDARD NOTES AND LEGEND | |
| PERMIT # 5283434 | |
| ADDRESS: | 1449 OLD ARLINGTON RD. COLLEGE STATION, TX 77945, USA |
| PERMIT # TELECOM PRINT | |
| BRAZOS COUNTY | |
| PAPER SIZE: ARCH B | |
| DRAWING SCALE - 1:40 | |
| DATE - 04-21-2025 | |
| SHEET NO. 02 OF 46 | |



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1449 OLD ARRINGTON RD.
COLLEGE STATION, TX 77845, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

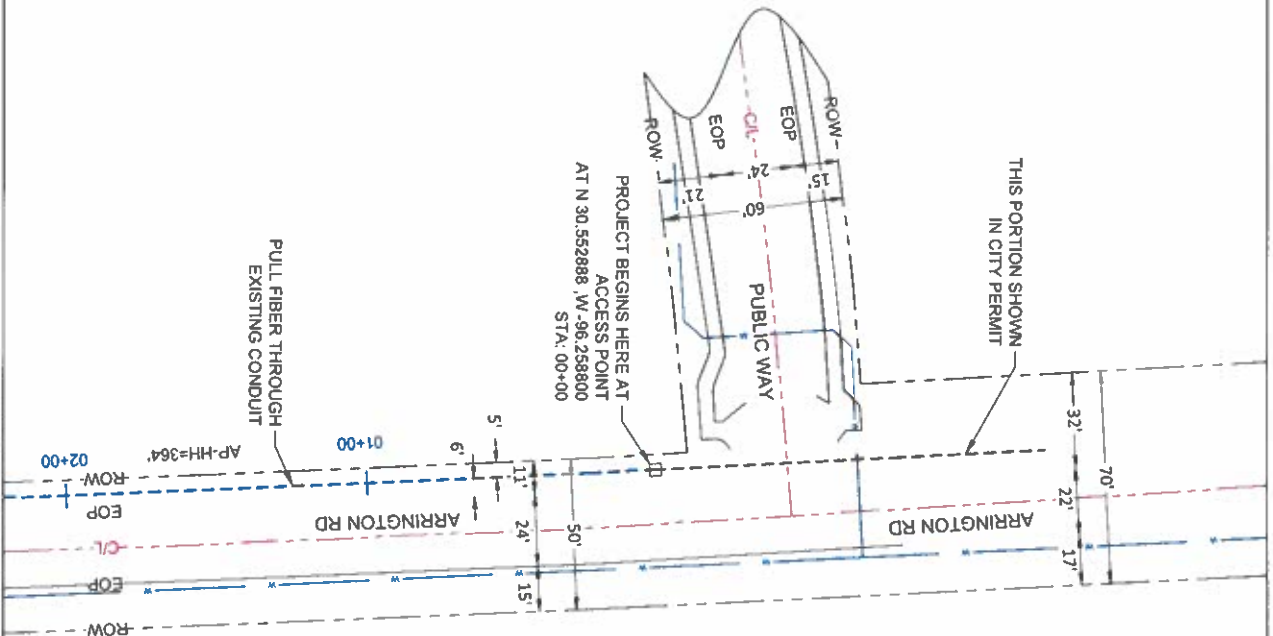
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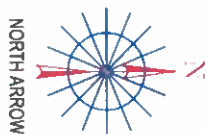
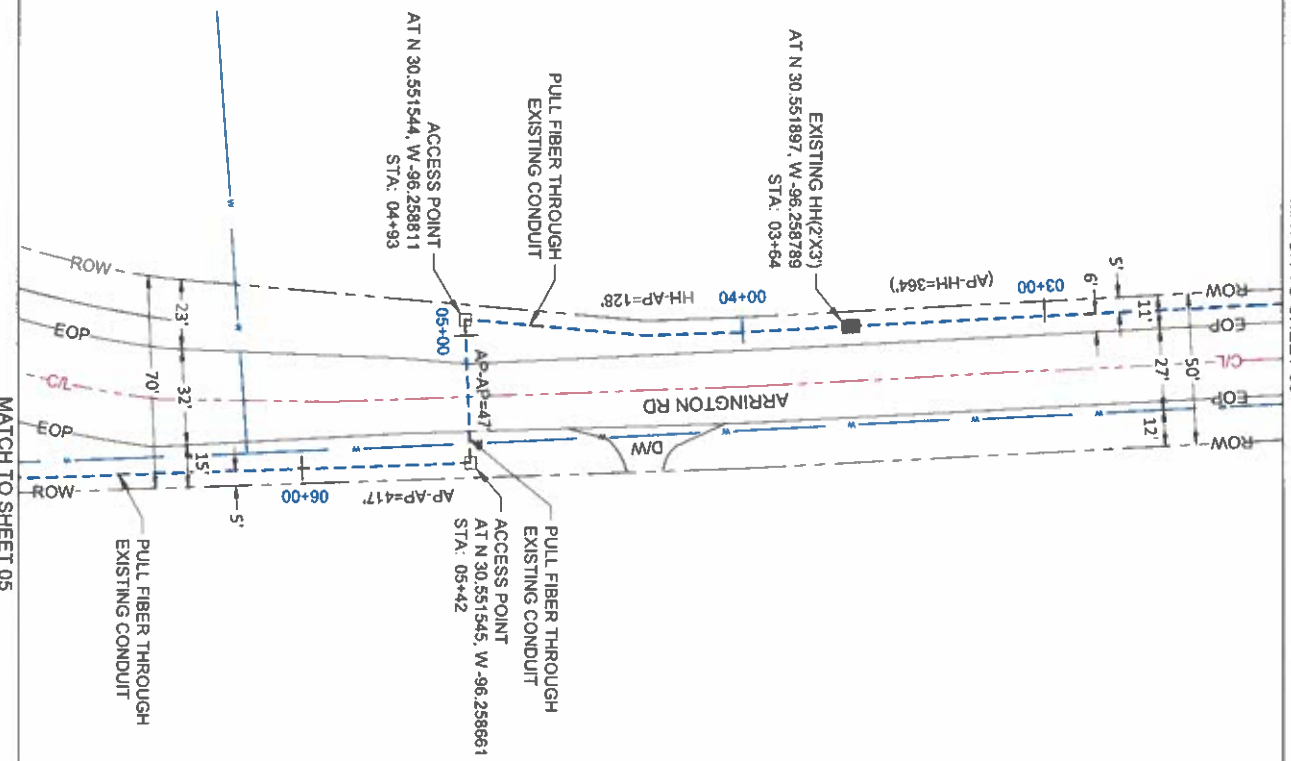
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SHEET NO. 03 OF 46

MATCH TO SHEET 04



MATCH TO SHEET 03



SHEET TITLE:

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PERMIT # 5283434

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1449 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA

PERMIT # TELECOM PRINT

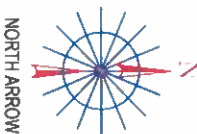
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DATE : 04-21-2025

SHEET NO. 04 OF 46



SHEET TITLE:
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ADDRESS:
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COLLEGE STATION, TX 77845, USA

PERMIT # TELECOM PRINT

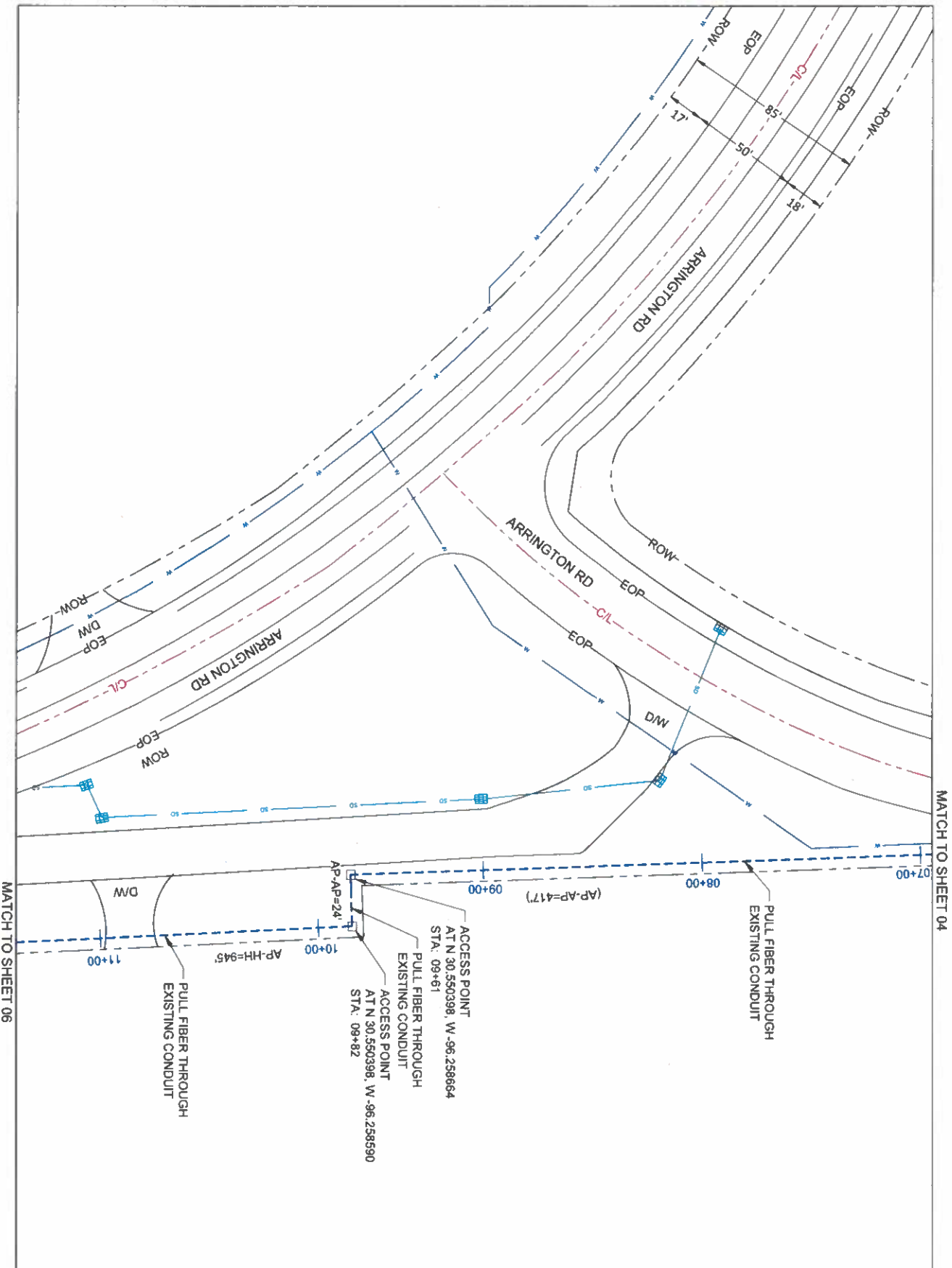
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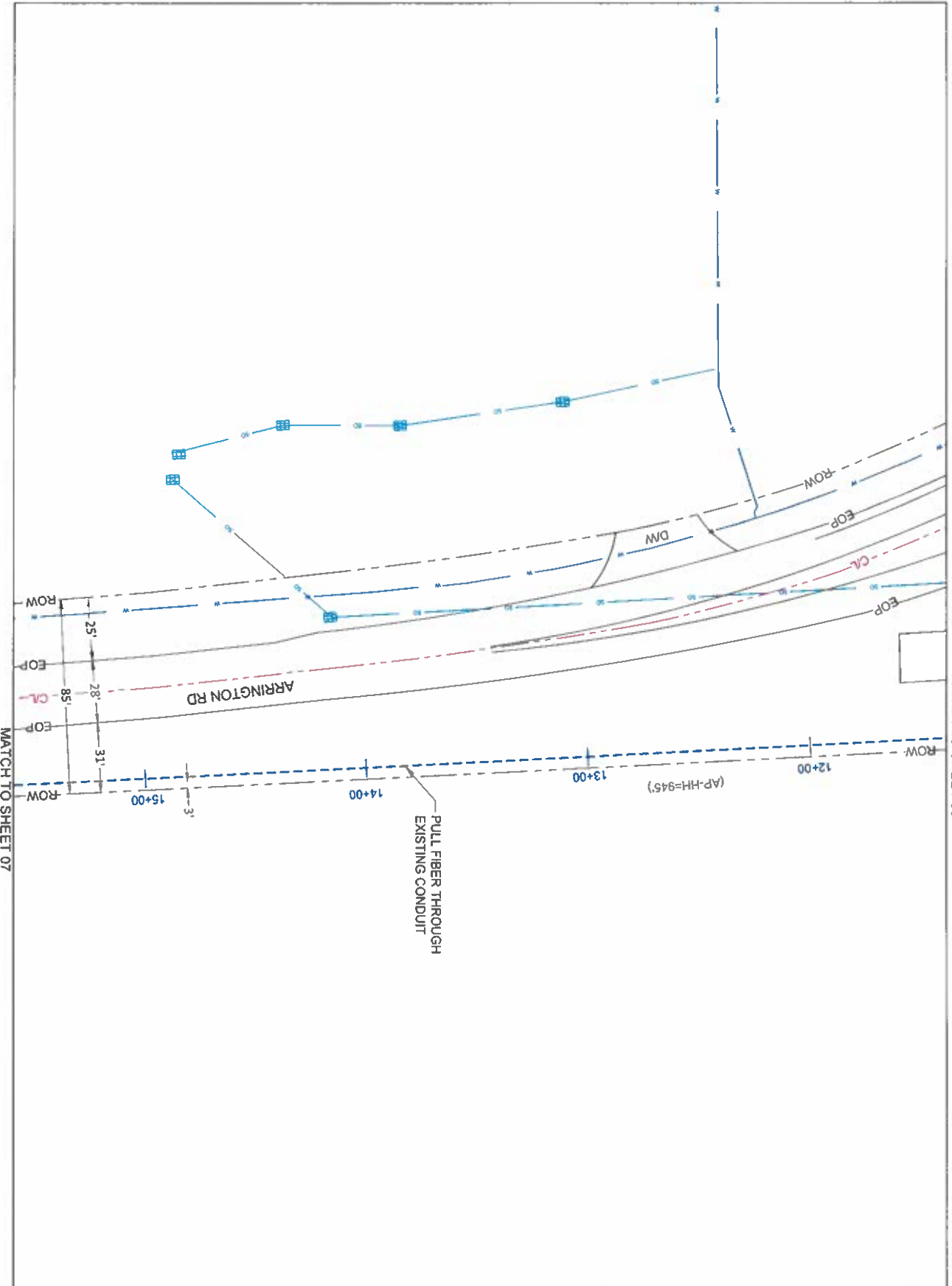
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SHEET NO. 05 OF 46

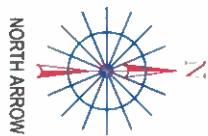


MATCH TO SHEET 05



MATCH TO SHEET 07

Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

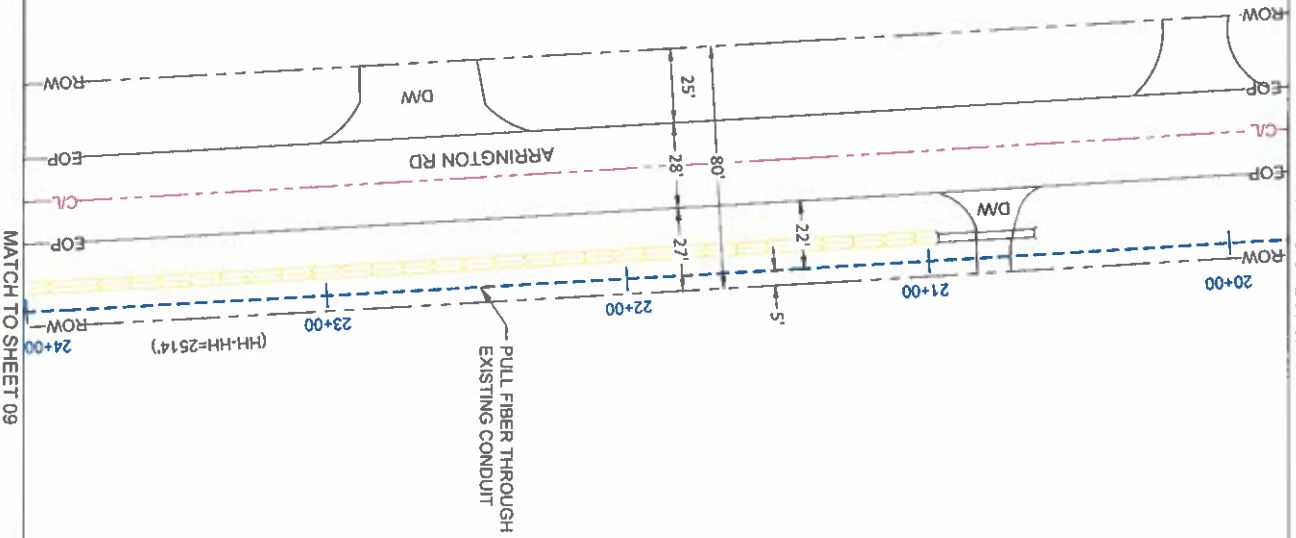
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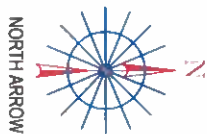
DATE : 04-21-2025

SHEET NO. 06 OF 46

MATCH TO SHEET 07



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COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA
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BRAZOS COUNTY

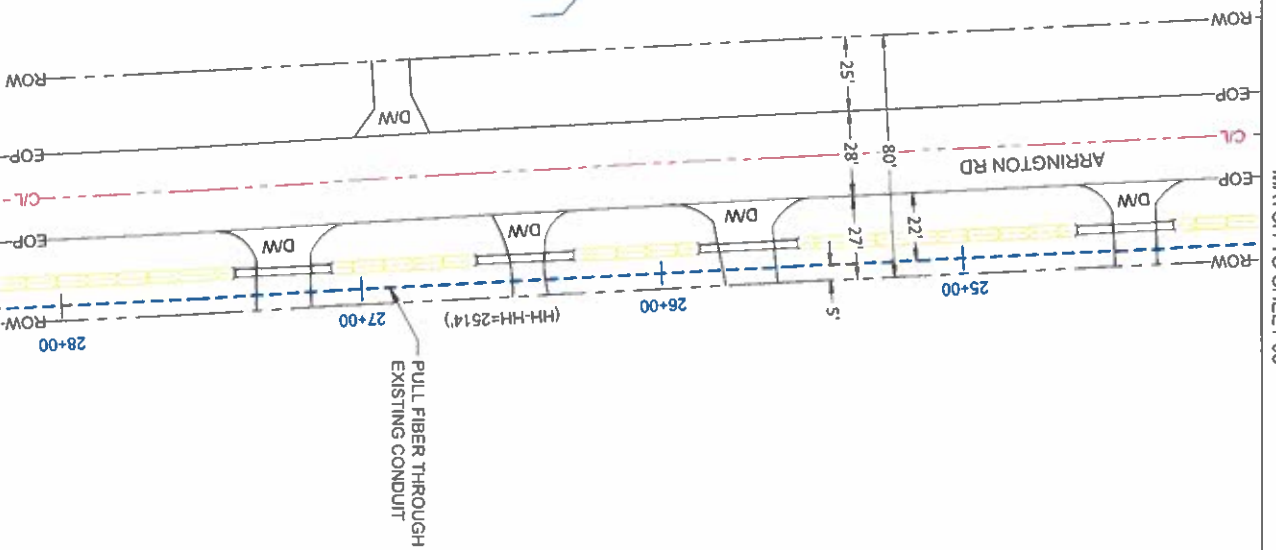
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DRAWING SCALE - 1"=40'

DATE : 04-21-2025

SHEET NO. 08 OF 46

MATCH TO SHEET 08



MATCH TO SHEET 10

Frontier
COMMUNICATIONS



NORTH ARROW



SHEET TITLE:
SITE PLAN

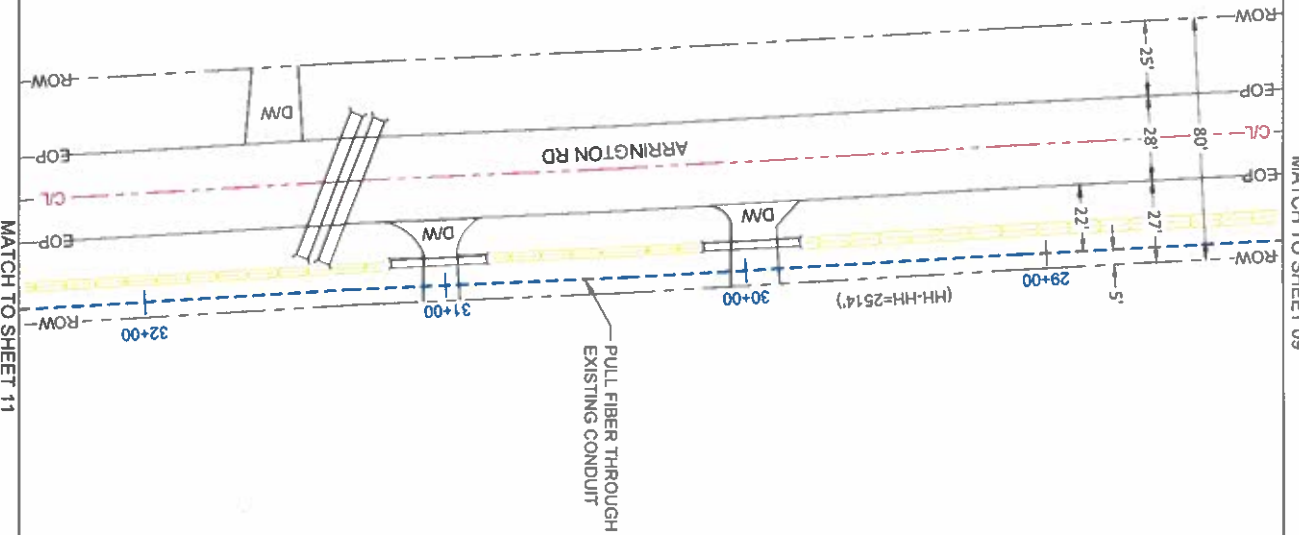
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ADDRESS:
1449 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B
DRAWING SCALE: 1"=40'
DATE: 04-21-2025
SHEET NO. 09 OF 46

MATCH TO SHEET 09



MATCH TO SHEET 11



SHEET TITLE:
SITE PLAN

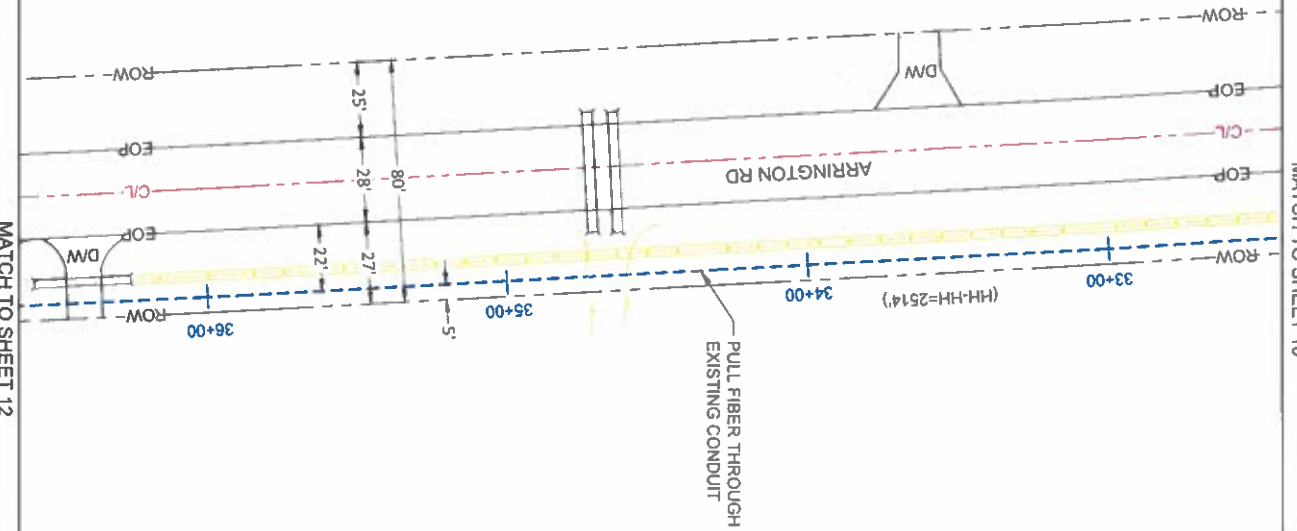
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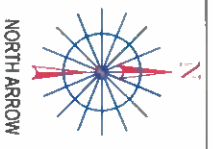
BRAZOS COUNTY

PAPER SIZE: ARCH B
DRAWING SCALE - 1:40
DATE : 04-21-2025
SHEET NO. 10 OF 46

MATCH TO SHEET 10



Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1449 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

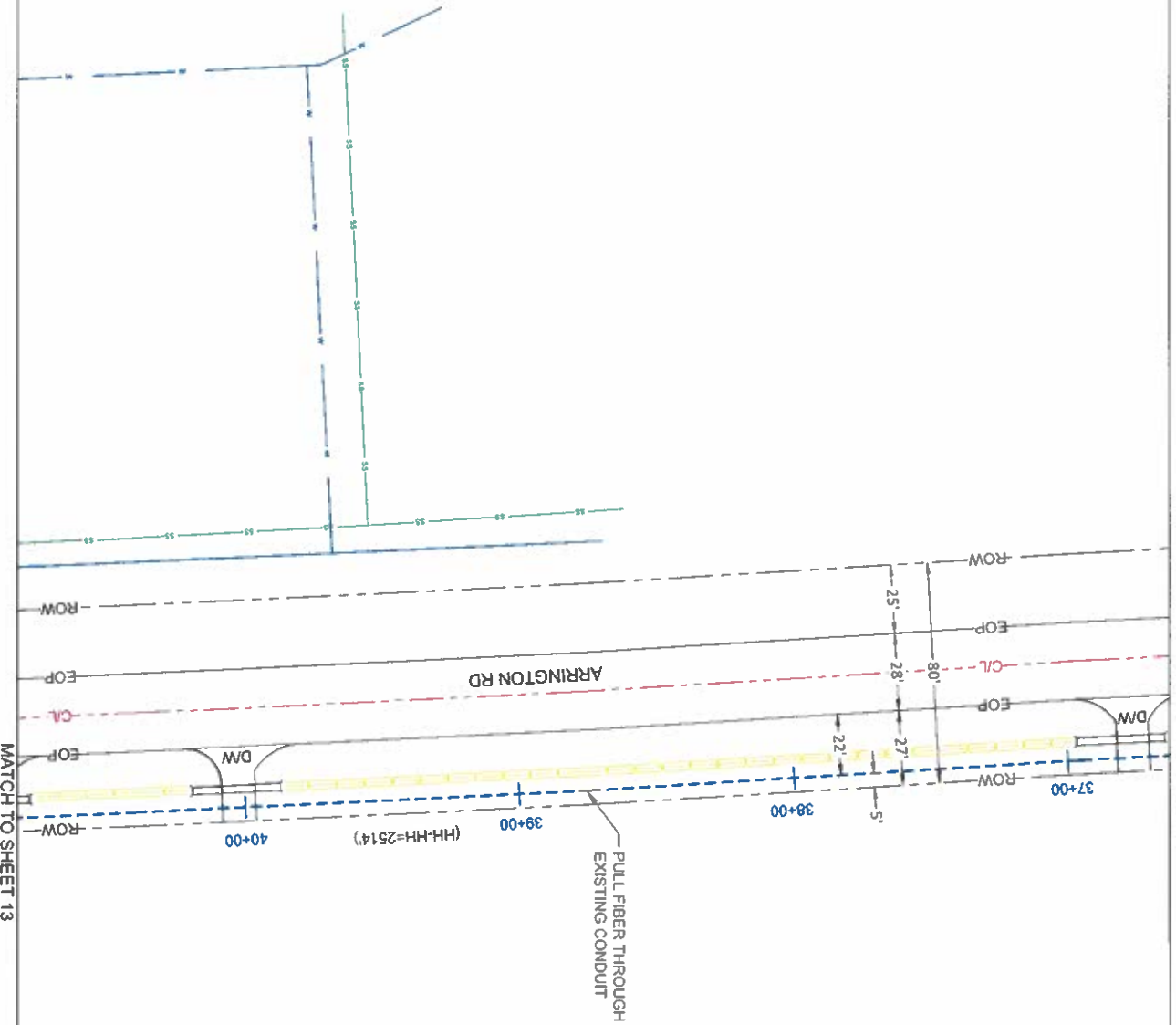
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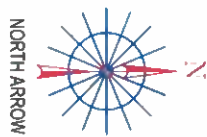
DATE: 04-21-2025

SHEET NO. 11 OF 46

MATCH TO SHEET 11



Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1449 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1"=40'

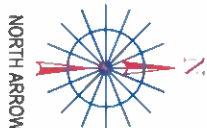
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SHEET NO. 12 OF 46

MATCH TO SHEET 12

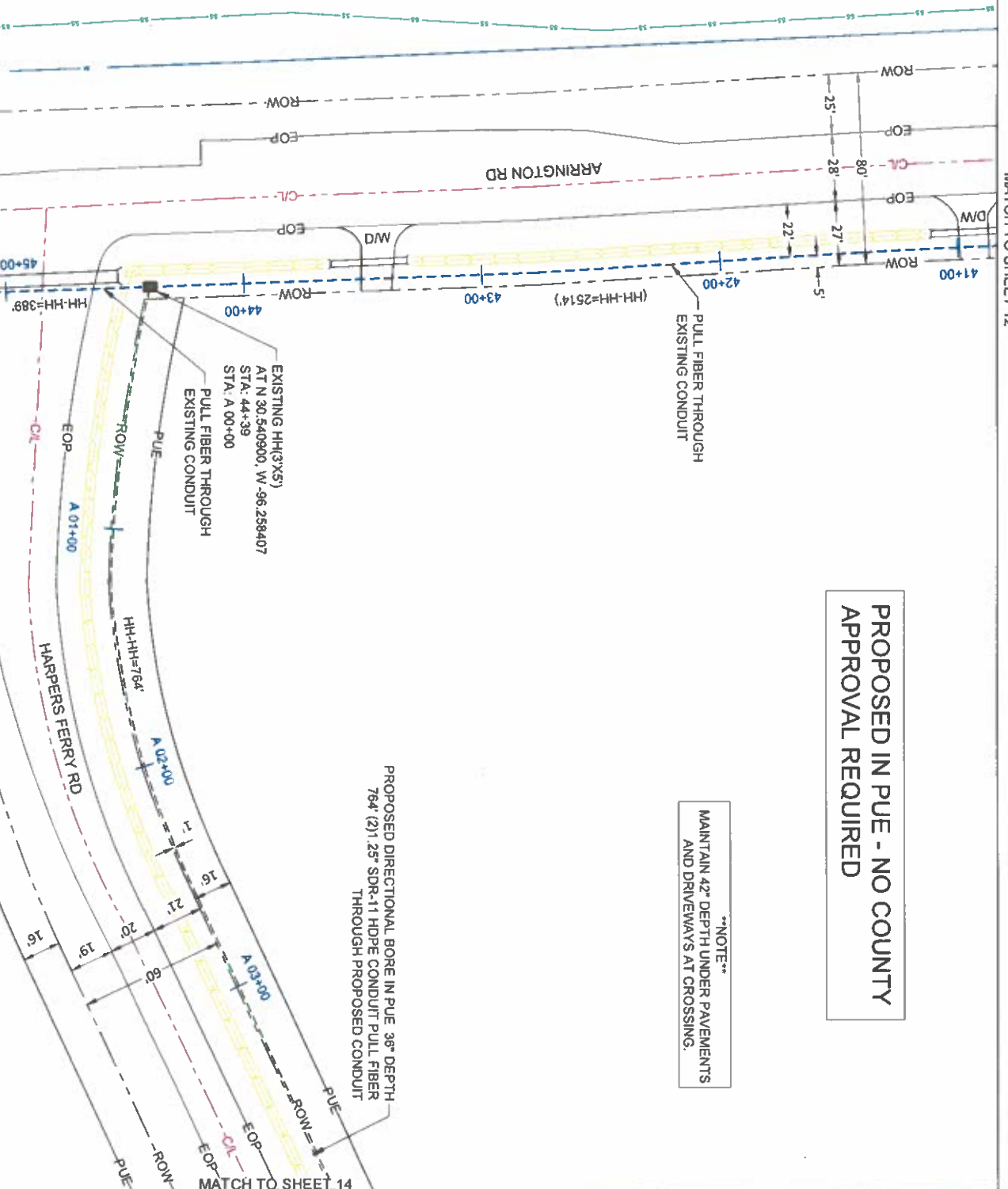
PROPOSED IN PUE - NO COUNTY
APPROVAL REQUIRED

NOTE:
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.



| | |
|------------------------|--|
| SHEET TITLE: | BRAZOS COUNTY |
| SITE PLAN | |
| PERMIT # 5283434 | |
| ADDRESS: | 1449 OLD ARRINGTON RD. COLLEGE STATION, TX 77945, USA |
| PERMIT # TELECOM PRINT | |
| PAPER SIZE: ARCH B | |
| DRAWING SCALE - 1:40 | |
| DATE : 04-21-2025 | |
| SHEET NO. 13 OF 46 | |

MATCH TO SHEET 20



PROPOSED IN PUE - NO COUNTY APPROVAL REQUIRED

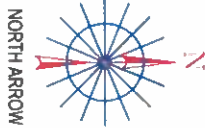
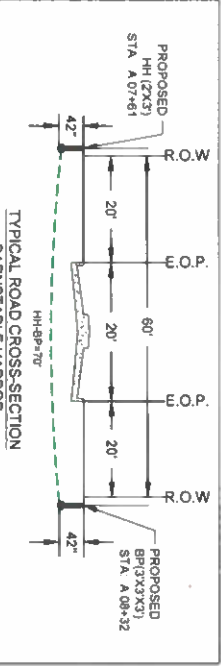
PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
764' (2) 1.25" SDR-11 HDPE CONDUIT PULL FIBER
THROUGH PROPOSED CONDUIT

PROPOSED DIRECTIONAL BORE 42" DEPTH
70' (2) 1.25" SDR-11 HDPE CONDUIT PULL FIBER
THROUGH PROPOSED CONDUIT
PROPOSED HH(2X3)
AT N 30.541436, W -96.256112
STA. A 07+61

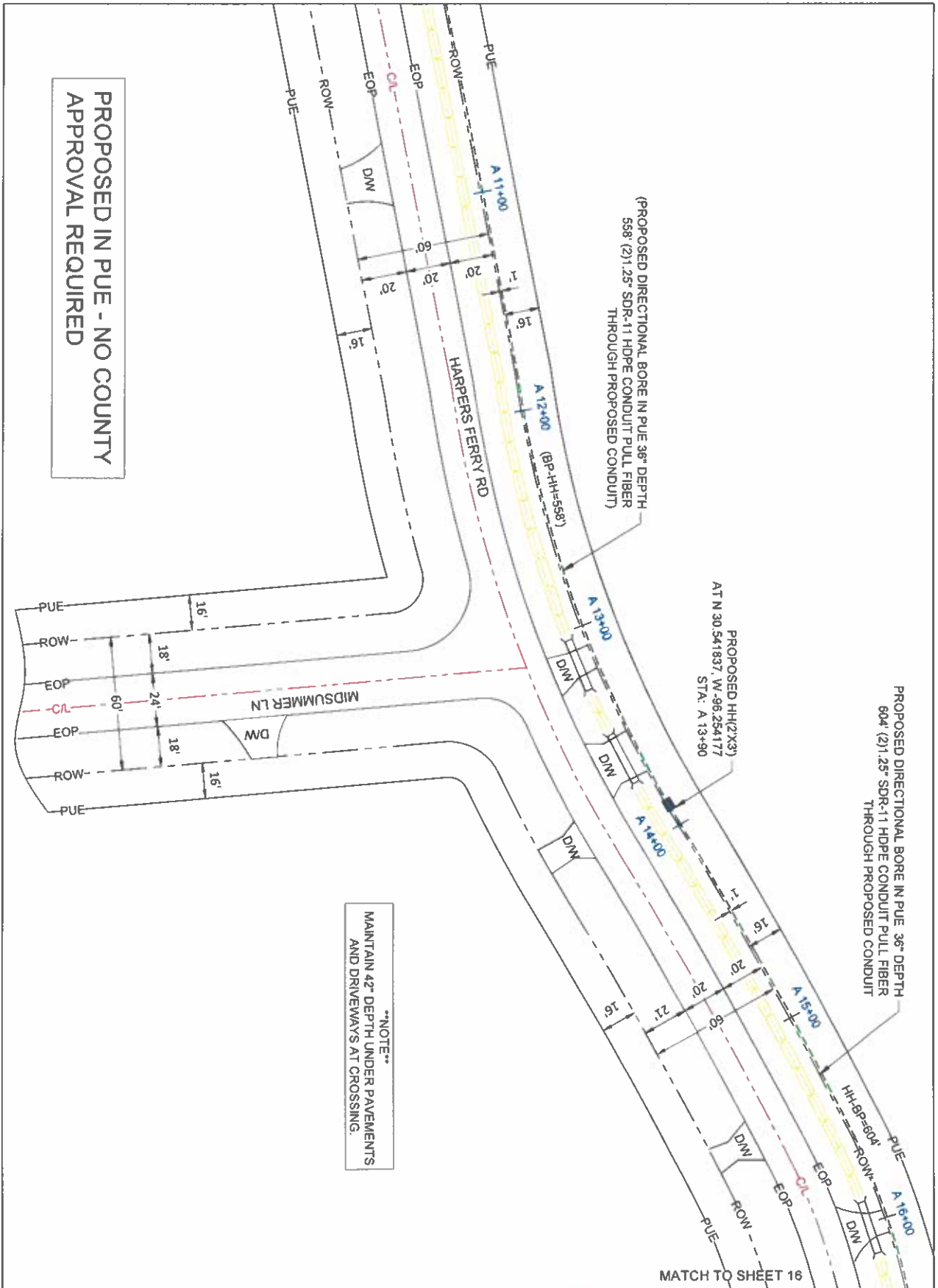
PROPOSED BP(3X3X3)
AT N 30.541490, W
-96.255897
STA. A 08+32

PROPOSED DIRECTIONAL BORE
IN PUE 36" DEPTH
558' (2) 1.25" SDR-11 HDPE
CONDUIT PULL FIBER THROUGH
PROPOSED CONDUIT

"NOTE"
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.



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| SHEET TITLE: | |
| SITE PLAN | |
| PERMIT # | 5283434 |
| ADDRESS: | 1449 OLD ARRINGTON RD. COLLEGE STATION, TX 77945, USA |
| PERMIT # | TELECOM PRINT |
| BRAZOS COUNTY | |
| PAPER SIZE: | ARCH B |
| DRAWING SCALE: | 1:40 |
| DATE: | 04-21-2025 |
| SHEET NO. | 14 OF 46 |



Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARRINGTON RD,
COLLEGE STATION, TX 77845, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

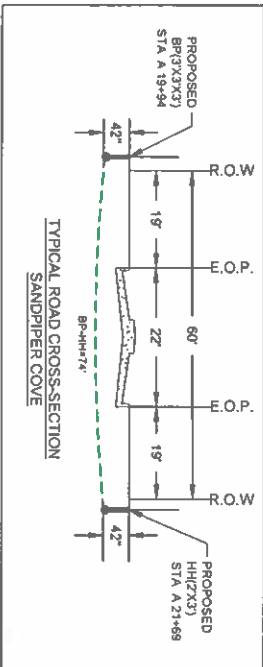
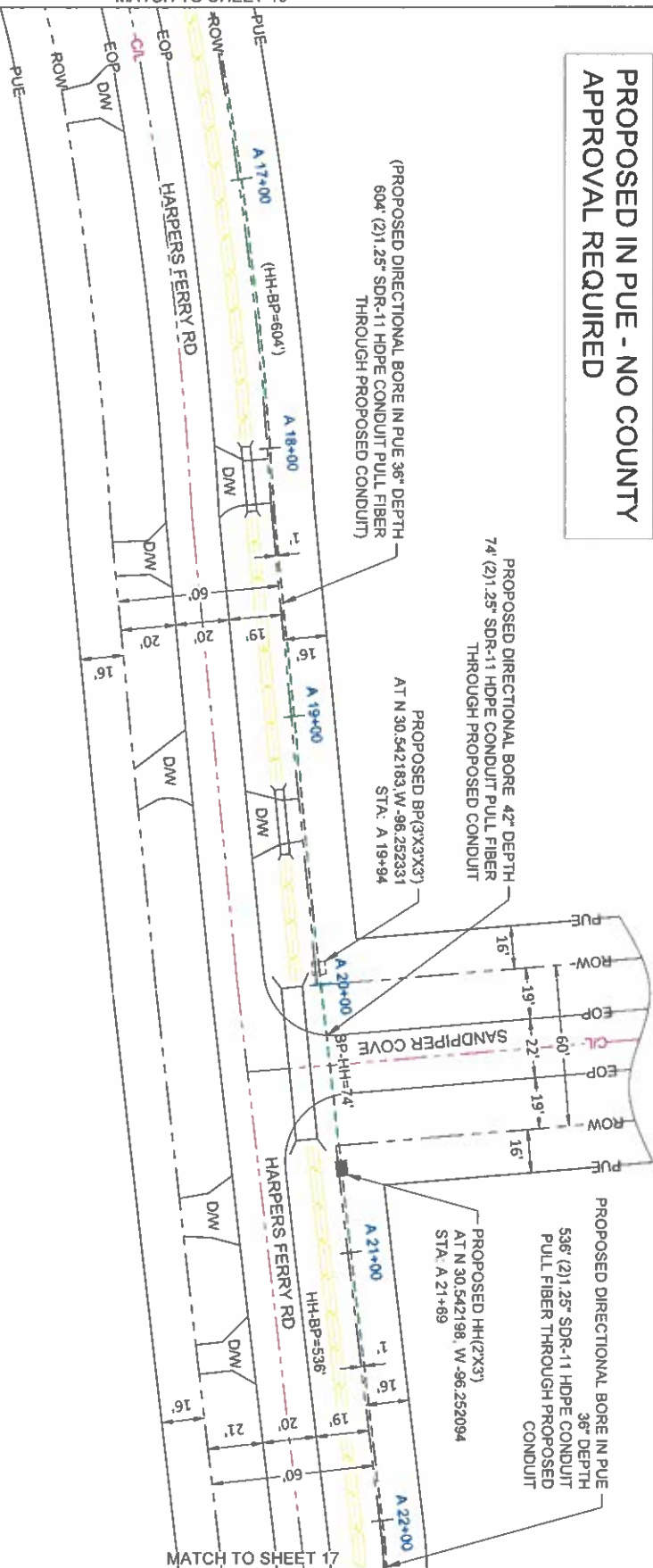
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DRAWING SCALE - 1:40

DATE: 04-21-2025

SHEET NO. 15 OF 46

PROPOSED IN PUE - NO COUNTY APPROVAL REQUIRED



****NOTE****
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.

Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARLINGTON RD.
COLLEGE STATION, TX 77845, USA

PERMIT # TELECOM PRINT

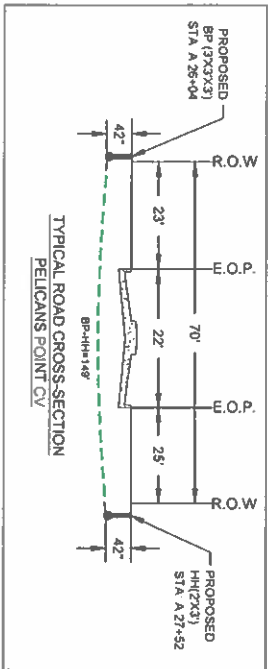
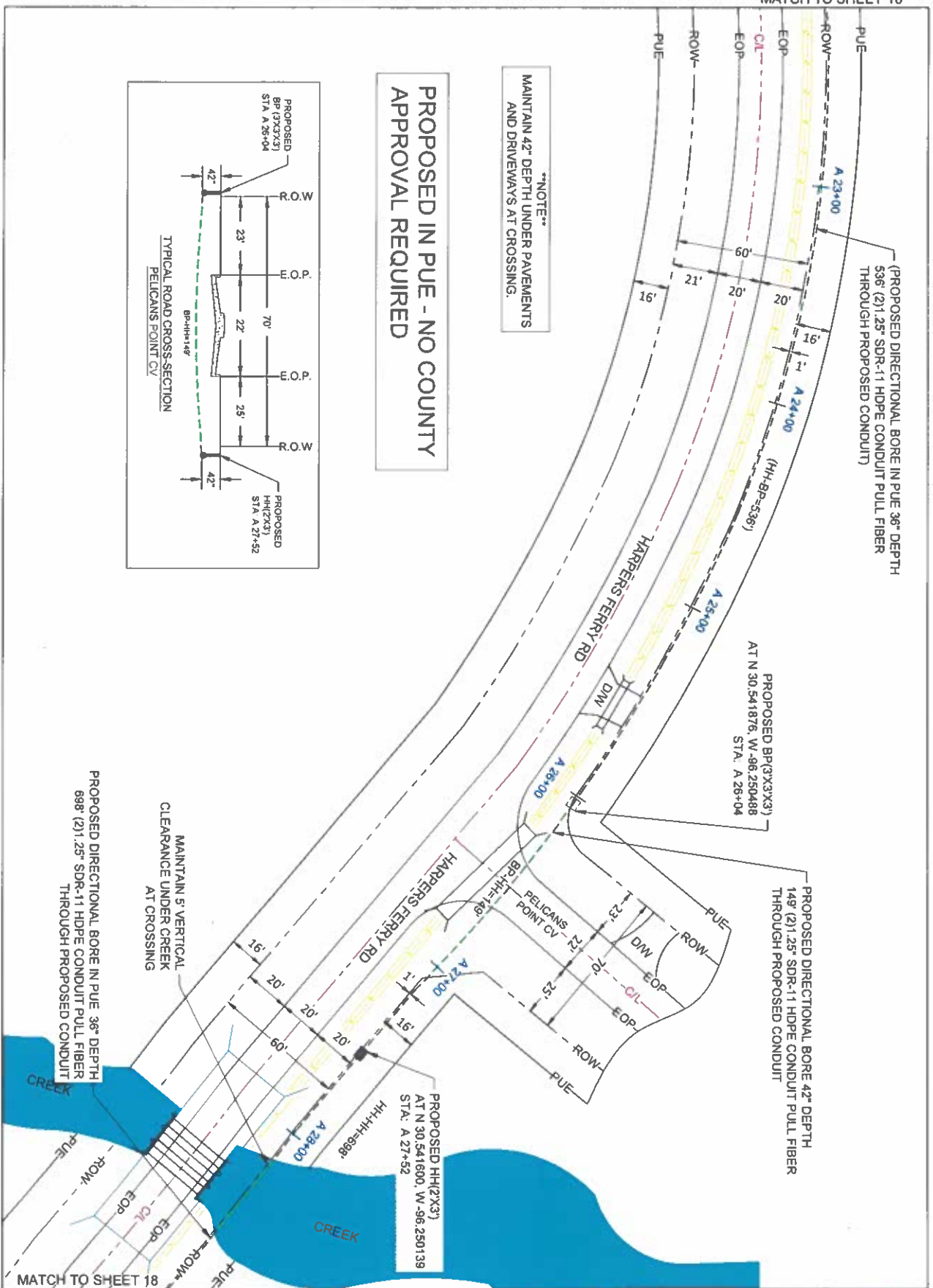
BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

DATE : 04-21-2025

SHEET NO. 16 OF 46



PROPOSED IN PUE - NO COUNTY APPROVAL REQUIRED

NOTE
MAINTAIN 42" DEPTH UNDER PAVEMENTS AND DRIVEWAYS AT CROSSING.

(PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH 536 (21.25" SDR-11 HDPE CONDUIT PULL FIBER THROUGH PROPOSED CONDUIT)

PROPOSED BP(3X3X3) AT N 30.541876, W -96.250488 STA. A 26+04

PROPOSED DIRECTIONAL BORE 42" DEPTH 149 (21.25" SDR-11 HDPE CONDUIT PULL FIBER THROUGH PROPOSED CONDUIT)

PROPOSED HH(2X3) AT N 30.541600, W -96.250139 STA. A 27+52

PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH 898 (21.25" SDR-11 HDPE CONDUIT PULL FIBER THROUGH PROPOSED CONDUIT)

MAINTAIN 5' VERTICAL CLEARANCE UNDER CREEK AT CROSSING

COMMUNICATIONS

NORTH ARROW

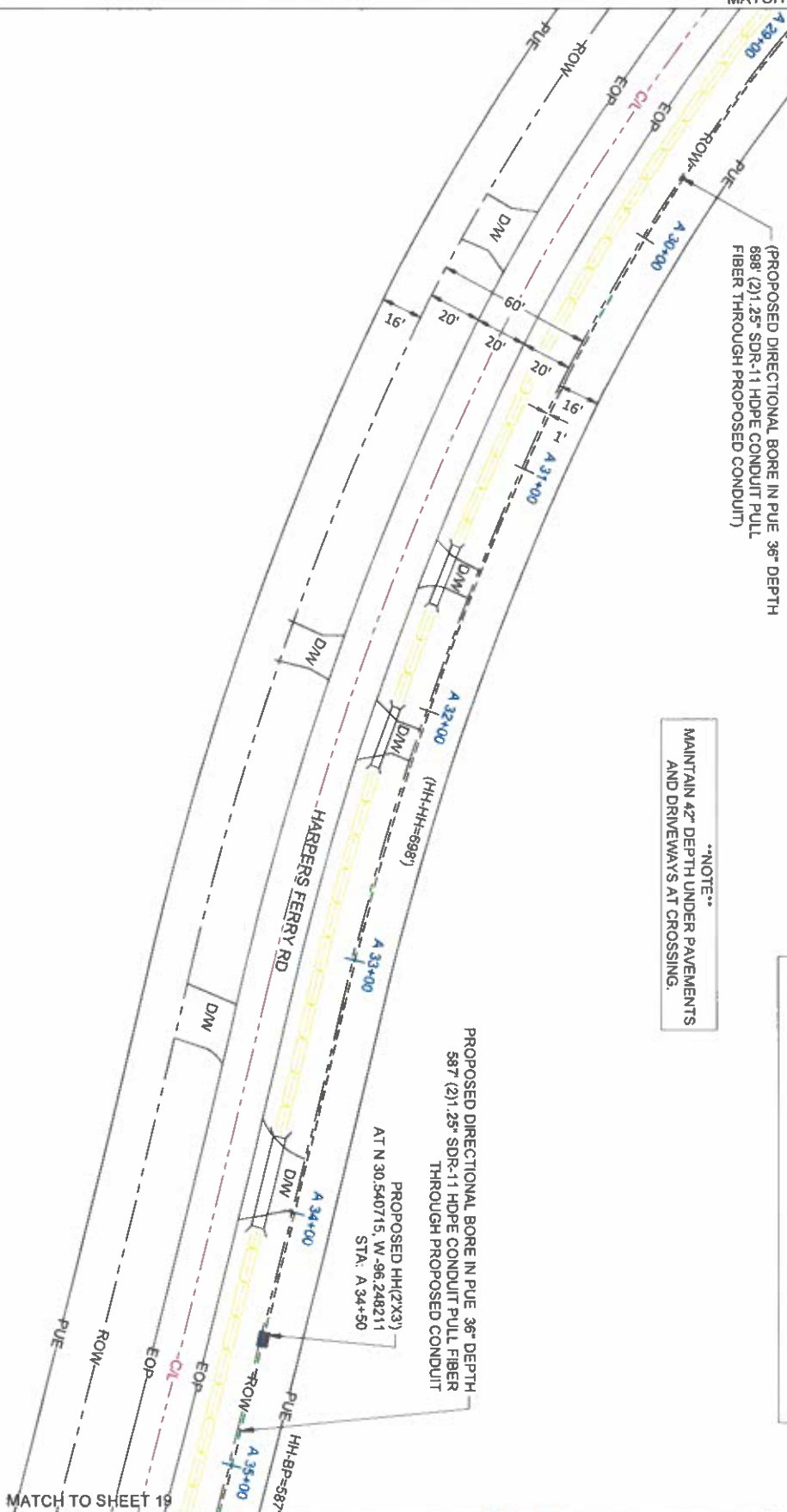
Know what's below. Call before you dig.

| | |
|--|--|
| <p>SHEET TITLE: SITE PLAN</p> | <p>PERMIT # 5283434</p> <p>ADDRESS: 1448 OLD ARLINGTON RD. COLLEGE STATION, TX 77845, USA</p> <p>PERMIT # TELECOM PRINT</p> |
| <p>BRAZOS COUNTY</p> | |
| <p>PAPER SIZE: ARCH B</p> <p>DRAWING SCALE: 1"=40'</p> <p>DATE: 04-21-2025</p> <p>SHEET NO. 17 OF 46</p> | <p>MATCH TO SHEET 18</p> |

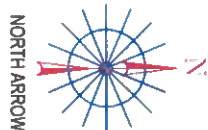
**PROPOSED IN PUE - NO COUNTY
APPROVAL REQUIRED**

PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
888' (21.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT)

NOTE:
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.



Frontier
COMMUNICATIONS



SHEET TITLE:

SITE PLAN

PERMIT # 5283434

ADDRESS:

1449 OLD ARLINGTON RD.
COLLEGE STATION, TX 77845, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1"=40'

DATE : 04-21-2025

SHEET NO. 18 OF 46



**Know what's below.
Call before you dig.**

MIT # 5283434

Brazos County

PAPER SIZE: ARCH B
DRAWING SCALE - 1:40
DATE : 04-21-2025
SHEET NO. 19 OF 46

(PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
587 (21.25" SDR-11 HDPE CONDUIT PULL FIBER
THROUGH PROPOSED CONDUIT)

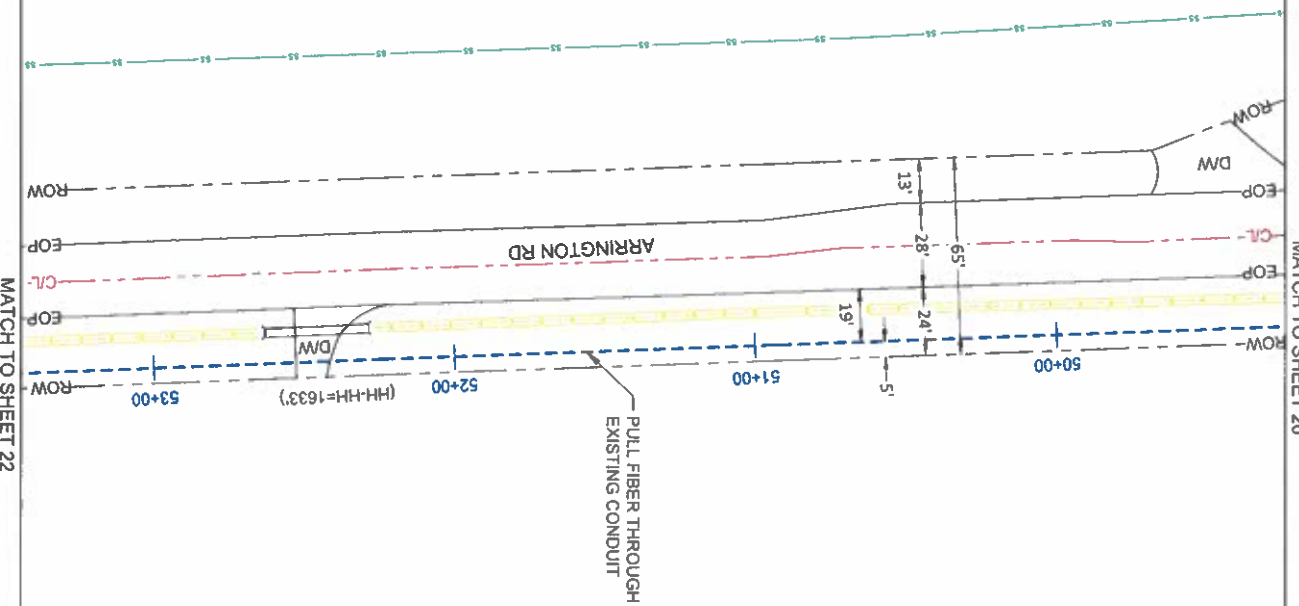
****NOTE****
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.

PROJECT ENDS HERE AT
EXISTING HH(3'X3')
AT N 30.538922, W -96.246370
STA: A 40+94

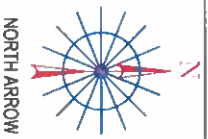
PROPOSED BP(3'X3'X3')
AT N 30.539901, W -96.246659
STA: A 40+37

PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
57" (2) 1.25" SDR-11 HDPE CONDUIT PULL FIBER
THROUGH PROPOSED CONDUIT

MATCH TO SHEET 20



Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # **5283434**

ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

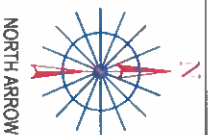
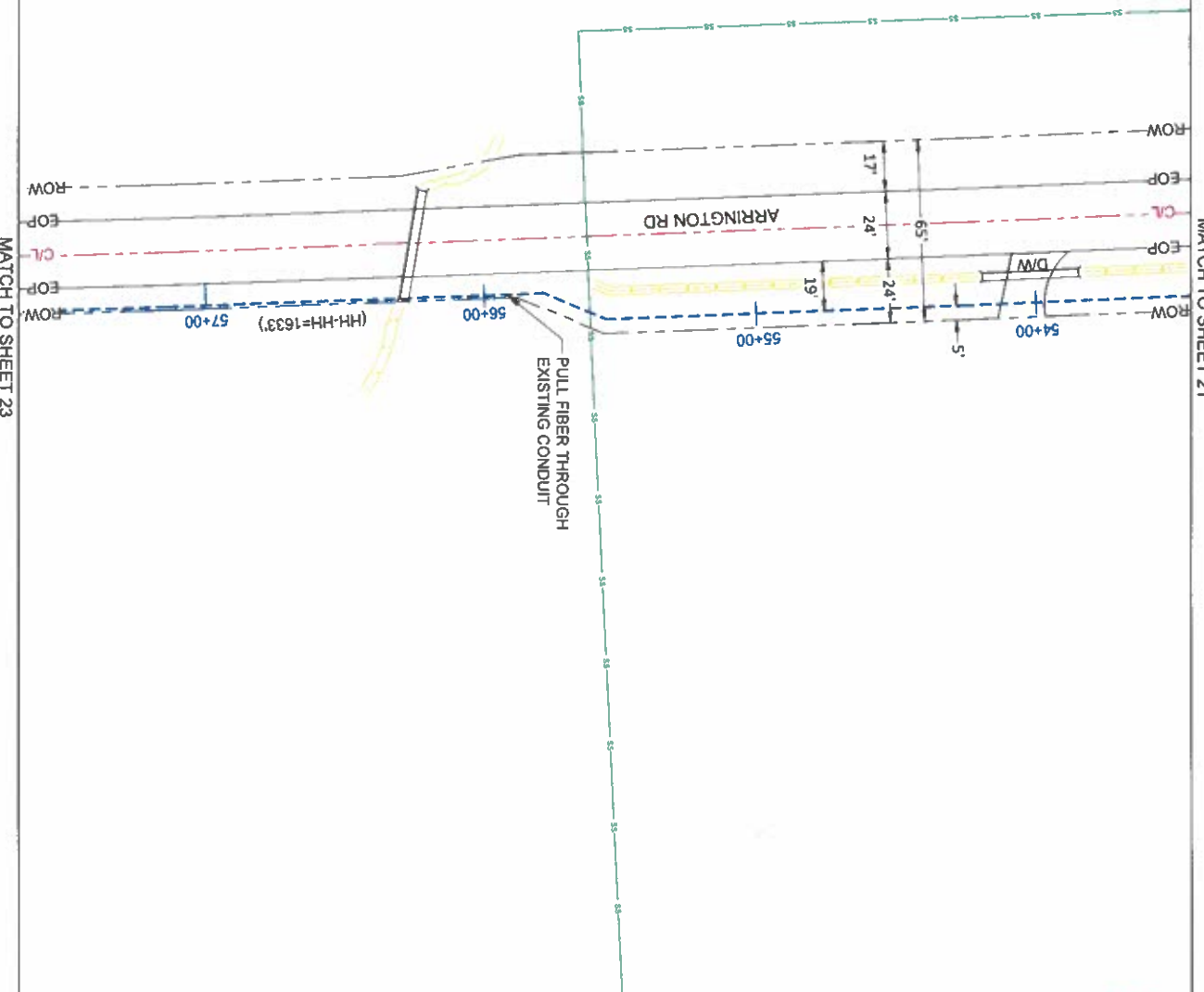
PAPER SIZE: ARCH B

DRAWING SCALE - 1/40

DATE : 04-21-2025

SHEET NO. 21 OF 46

MATCH TO SHEET 21



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1449 OLD ARRINGTON RD.
COLLEGE STATION, TX 77845, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

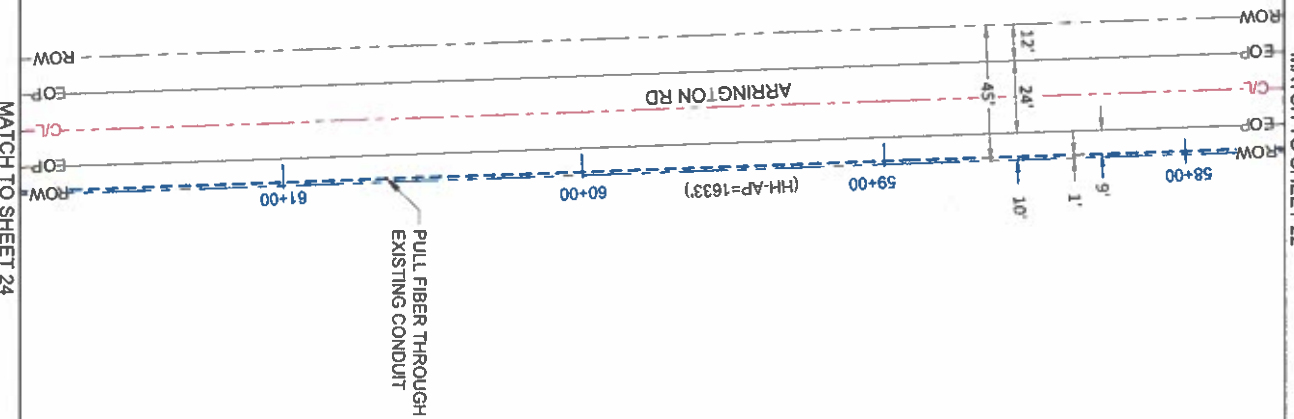
PAPER SIZE: ARCH B

DRAWING SCALE - 1"=40'

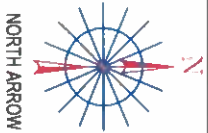
DATE : 04-21-2025

SHEET NO. 22 OF 46

MATCH TO SHEET 22



Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1449 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

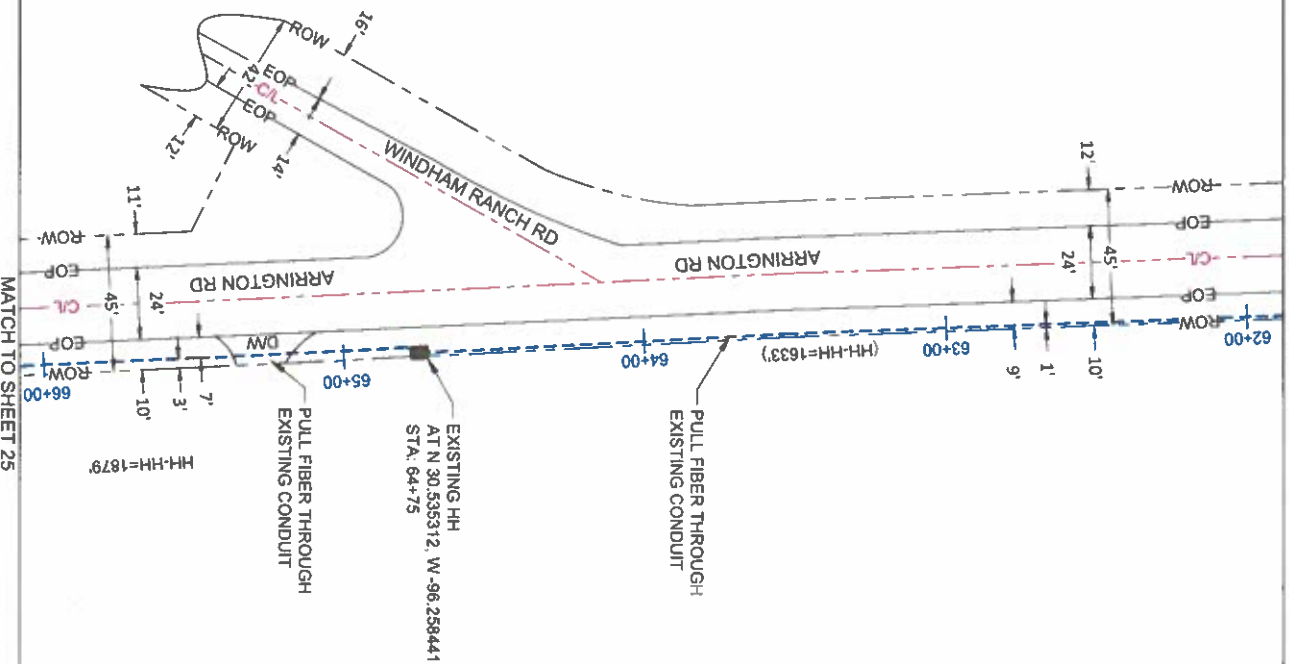
PAPER SIZE: ARCH B

DRAWING SCALE - 1/40

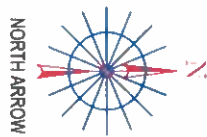
DATE: 04-21-2025

SHEET NO. 23 OF 46

MATCH TO SHEET 23



Frontier
COMMUNICATIONS



SHEET TITLE:

SITE PLAN

PERMIT # 5283434

ADDRESS:
1449 OLD ARRINGTON RD.
COLLEGE STATION, TX 77345, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

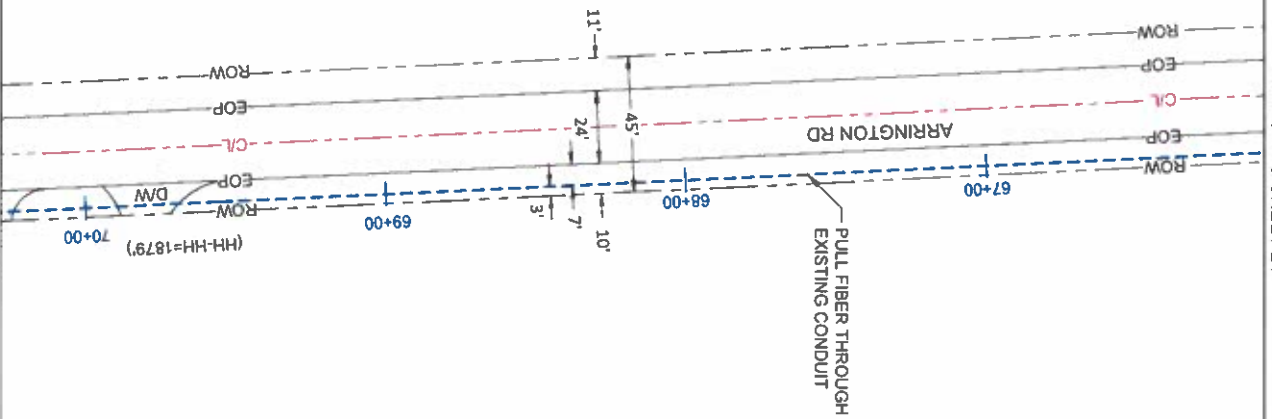
PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

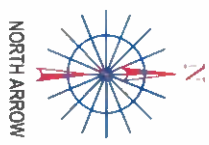
DATE: 04-21-2025

SHEET NO. 24 OF 46

MATCH TO SHEET 24



Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

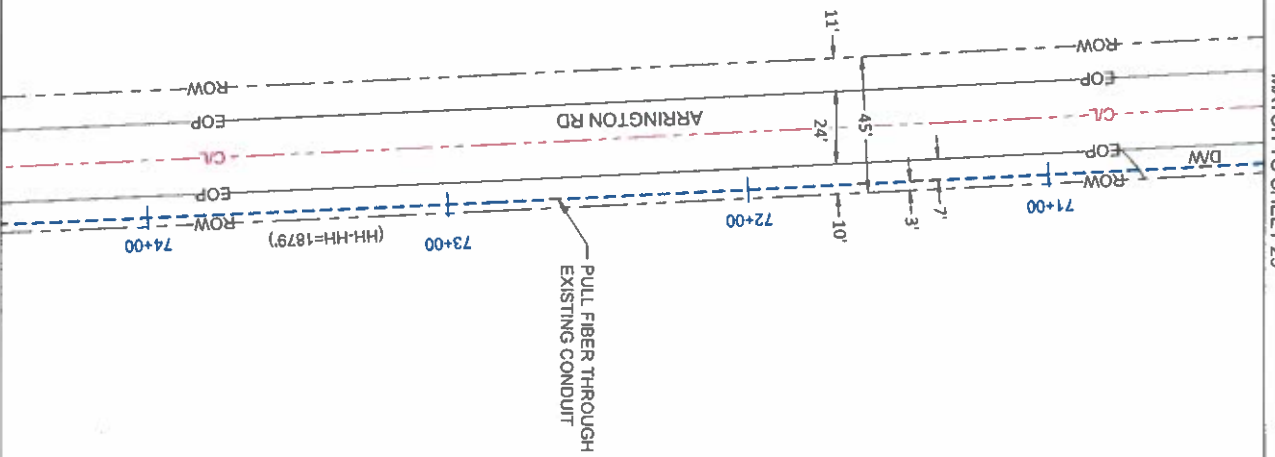
PERMIT # 5283434

ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

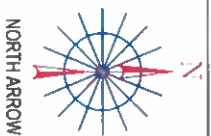
PAPER SIZE: ARCH B
DRAWING SCALE: 1"=40'
DATE: 04-21-2025
SHEET NO. 25 OF 46

MATCH TO SHEET 25



MATCH TO SHEET 27

Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77845, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

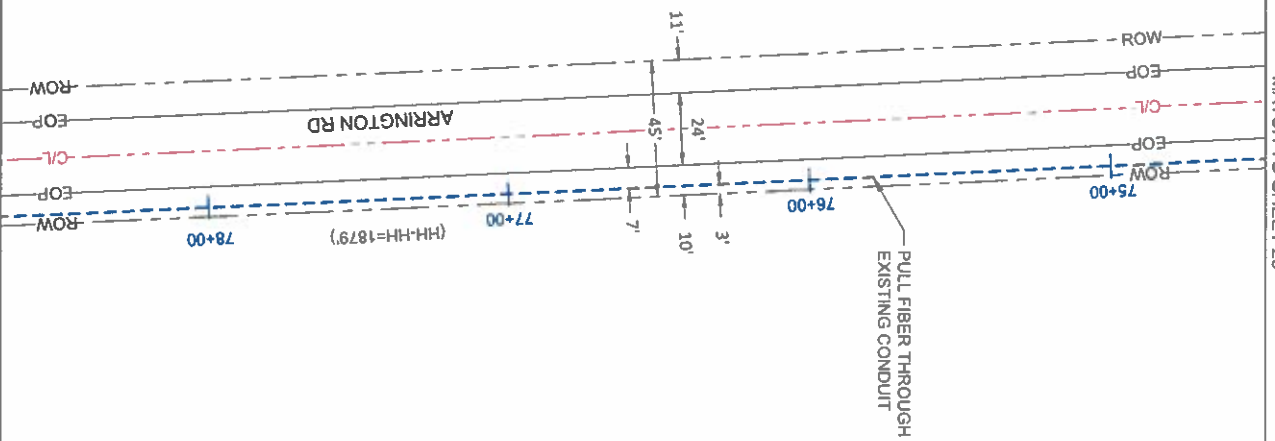
PAPER SIZE: ARCH B

DRAWING SCALE: 1"=40'

DATE: 04-21-2025

SHEET NO. 26 OF 46

MATCH TO SHEET 26



Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

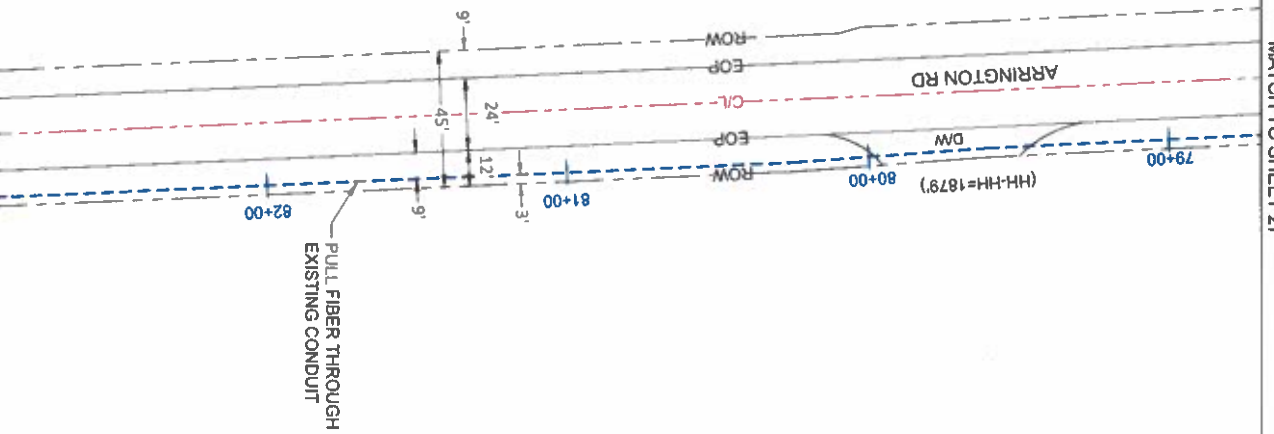
PERMIT # 5283434

ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

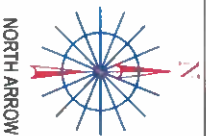
PAPER SIZE: ARCH B
DRAWING SCALE - 1/40
DATE : 04-21-2025
SHEET NO. 27 OF 46

MATCH TO SHEET 27



MATCH TO SHEET 29

Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

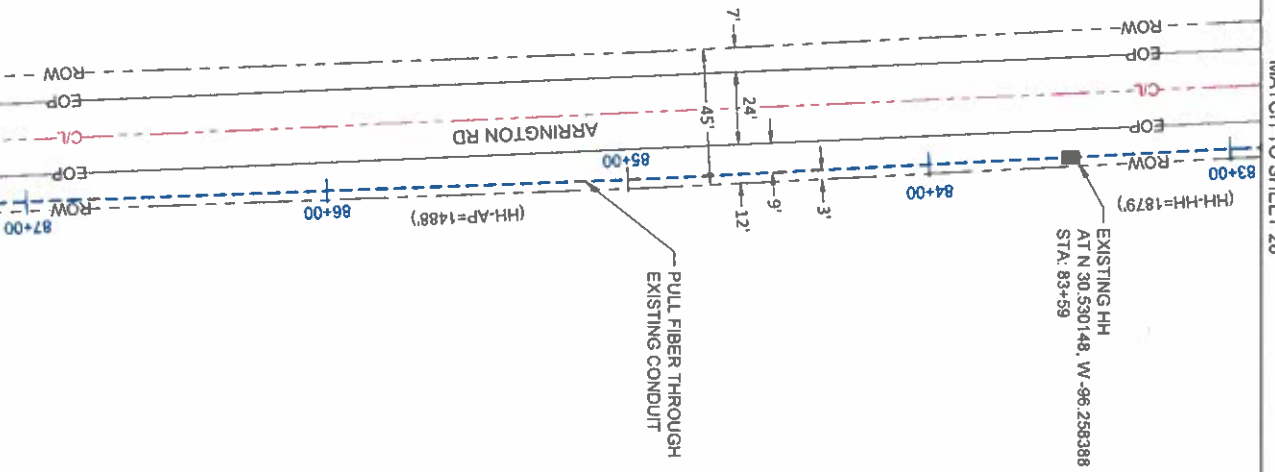
PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

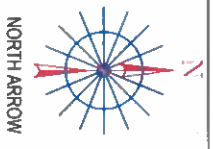
DATE : 04-21-2025

SHEET NO. 28 OF 46

MATCH TO SHEET 28



MATCH TO SHEET 30



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

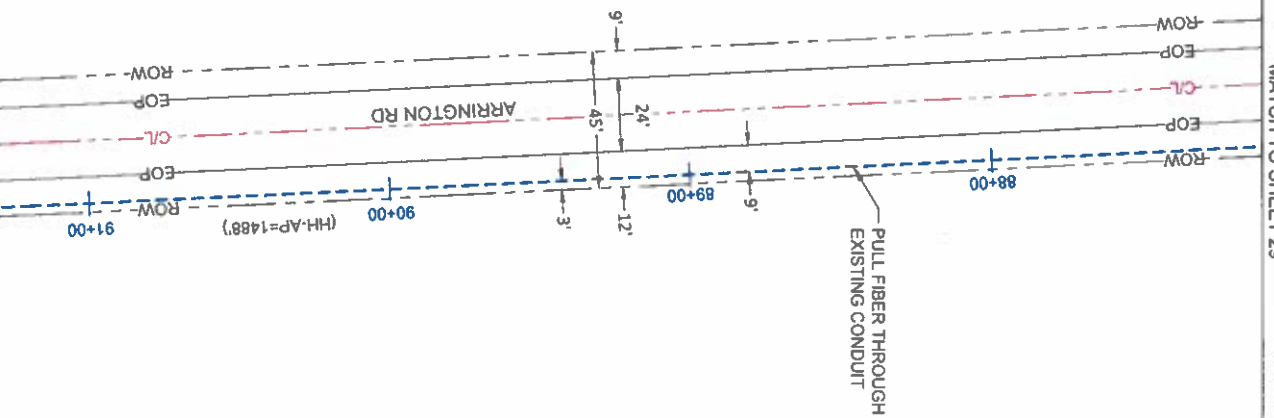
ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

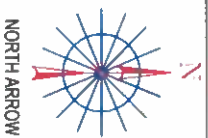
PAPER SIZE: ARCH B
DRAWING SCALE - 1/40
DATE : 04-21-2025
SHEET NO. 29 OF 46

MATCH TO SHEET 29



MATCH TO SHEET 31

Frontier
COMMUNICATIONS



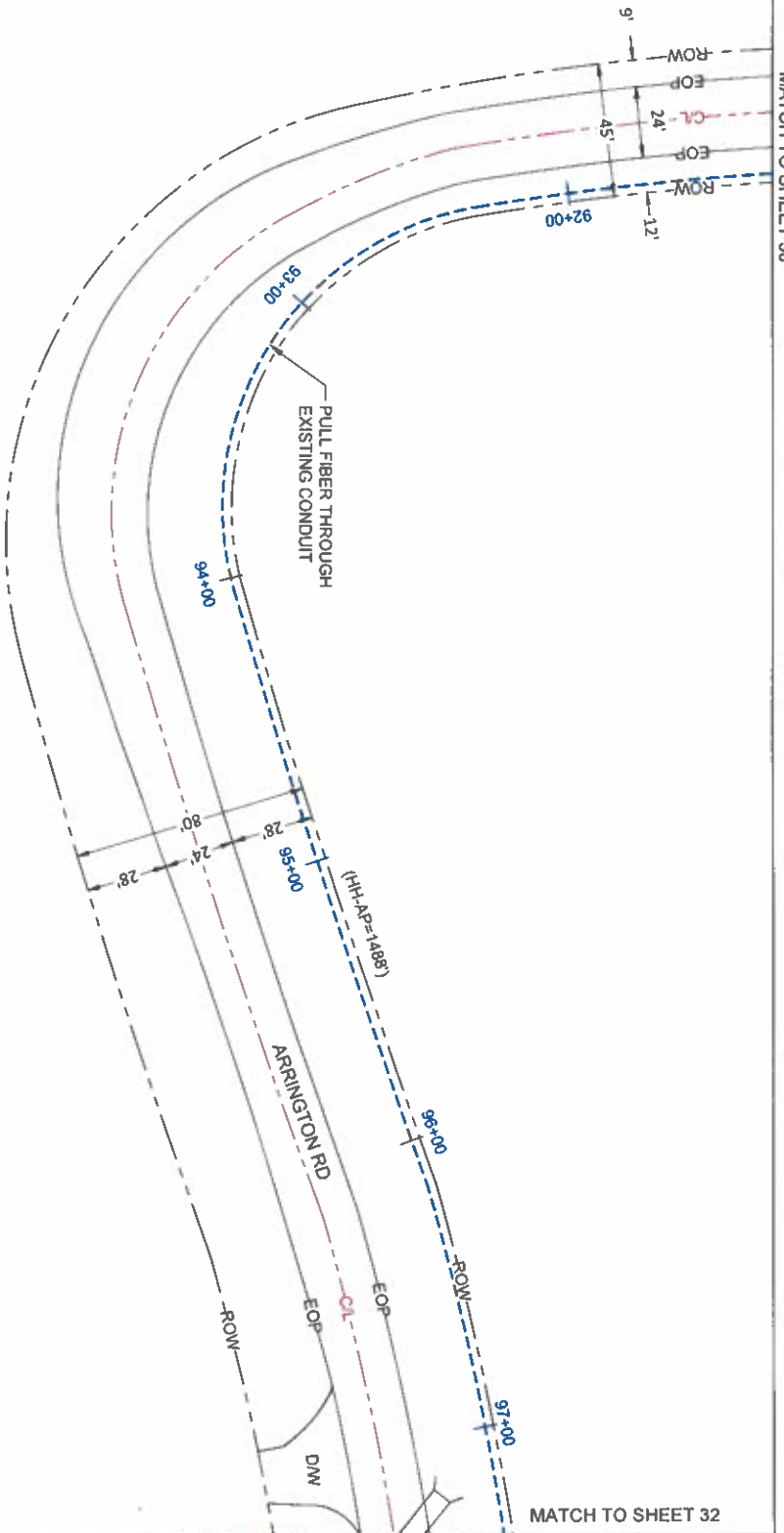
SHEET TITLE:
SITE PLAN

PERMIT # 5283434
ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77845, USA
PERMIT # TELECOM PRINT

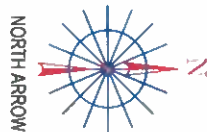
BRAZOS COUNTY

PAPER SIZE: ARCH B
DRAWING SCALE: 1"=40'
DATE: 04-21-2025
SHEET NO. 30 OF 46

MATCH TO SHEET 30



Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARLINGTON RD.
COLLEGE STATION, TX 77845, USA
PERMIT # TELECOM PRINT

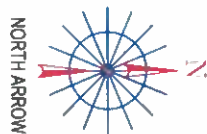
BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1"=40'

DATE : 04-21-2025

SHEET NO. 31 OF 46



SHEET TITLE:

SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77945, USA
PERMIT # TELECOM PRINT

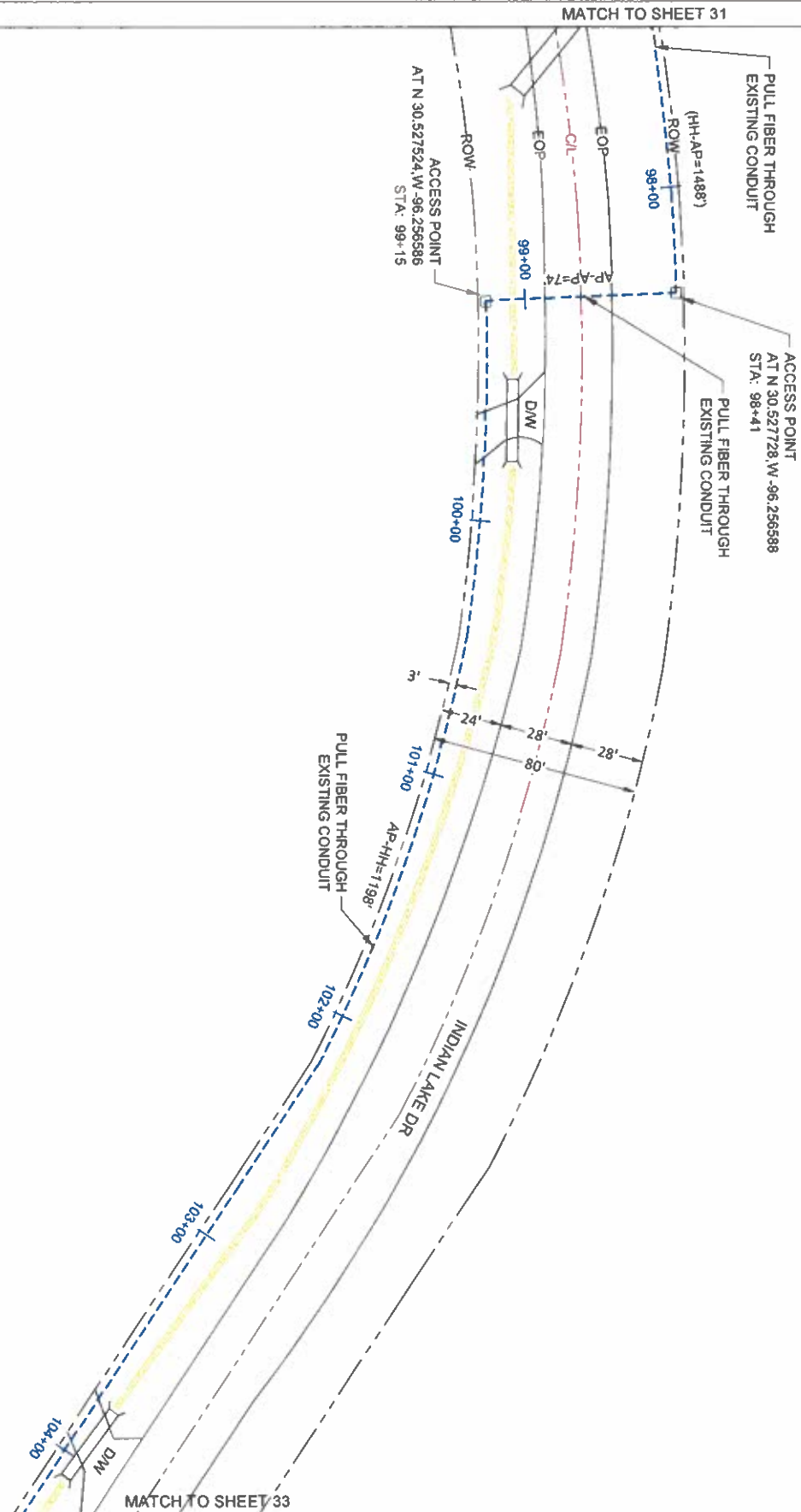
BRAZOS COUNTY

PAPER SIZE: ARCH B

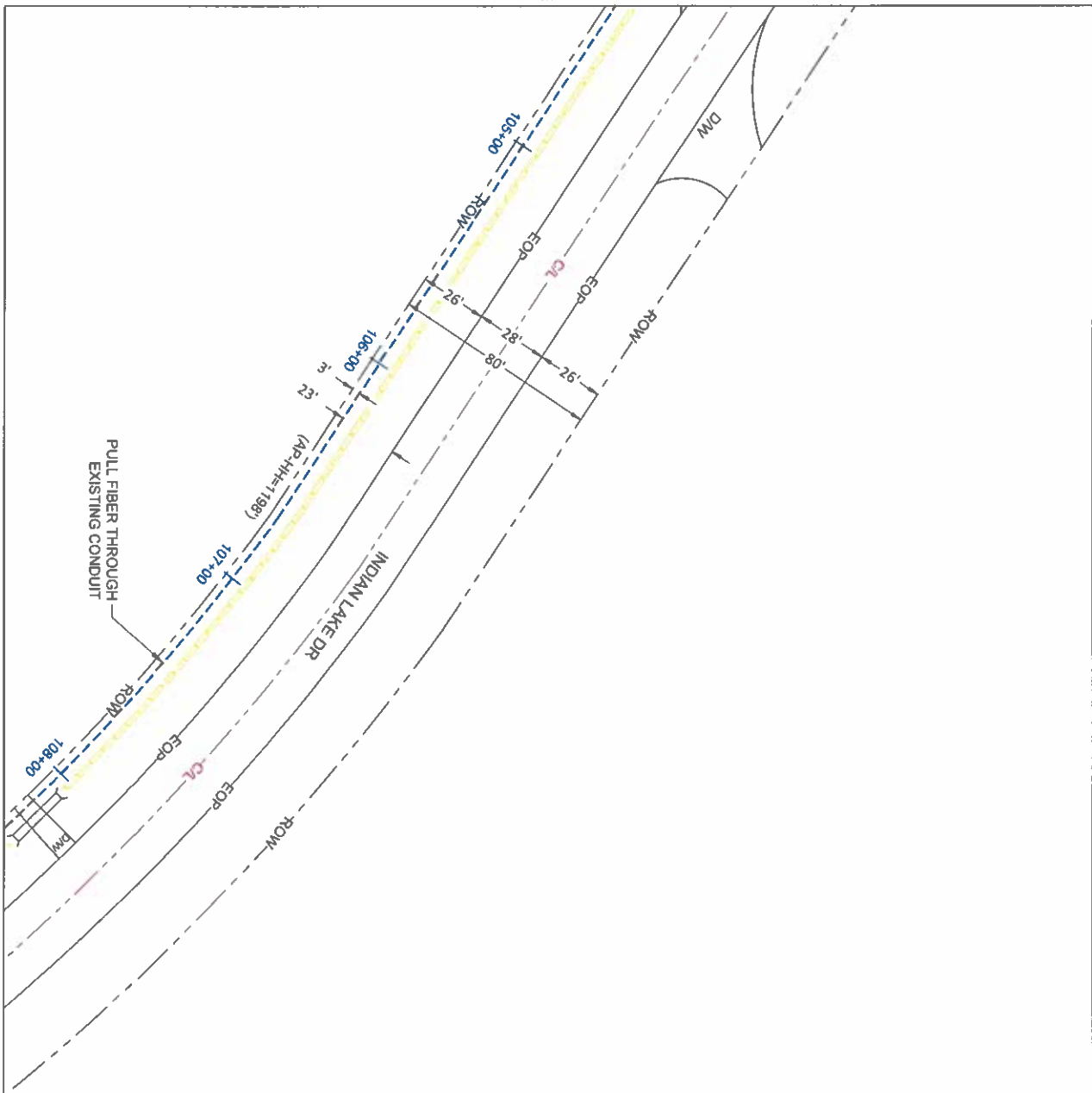
DRAWING SCALE - 1:40

DATE : 04-21-2025

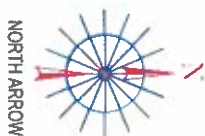
SHEET NO. 32 OF 46



MATCH TO SHEET 32



MATCH TO SHEET 34



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77845, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

DATE : 04-21-2025

SHEET NO. 33 OF 46

MATCH TO SHEET 33

PULL FIBER THROUGH
EXISTING CONDUIT

(AP-HH=1198)

109+00

INDIAN LAKE DR

PROPOSED IN PUE - NO COUNTY
APPROVAL REQUIRED

NOTE:
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.

EXISTING HH
N 30.525636, W .96.253652
STA: 111+13

PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
367' (21.25" SDR-11 HDPE CONDUIT
PULL FIBER THROUGH PROPOSED CONDUIT

MATCH TO SHEET 35



| | |
|-----------------------|--|
| SHEET TITLE: | |
| SITE PLAN | |
| PERMIT # | 5283434 |
| ADDRESS: | 1448 OLD ARRINGTON RD. COLLEGE STATION, TX 77945, USA |
| PERMIT # | TELECOM PRINT |
| BRAZOS COUNTY | |
| PAPER SIZE: ARCH B | |
| DRAWING SCALE: 1"=40' | |
| DATE: 04-21-2025 | |
| SHEET NO. 34 OF 46 | |

MATCH TO SHEET 34

(PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH 36" (2) 1.25" SDR-11 HDPE CONDUIT PULL FIBER THROUGH PROPOSED CONDUIT)

EXISTING HH(3X3)
AT N 30.524743, W -96.253126
STA: 114+78

INDIAN LAKE DR

MESA VERDE DR

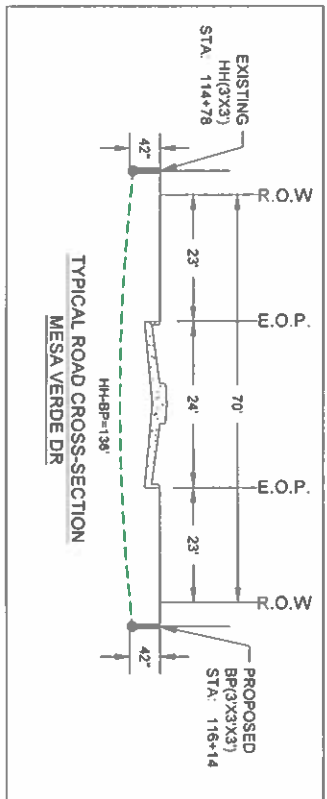
PROPOSED DIRECTIONAL BORE 42" DEPTH
136" (2) 1.25" SDR-11 HDPE CONDUIT
PULL FIBER THROUGH PROPOSED CONDUIT

PROPOSED BP(3X3X3)
AT N 30.524434, W -96.252882
STA: 116+14

PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
623" (2) 1.25" SDR-11 HDPE CONDUIT
PULL FIBER THROUGH PROPOSED CONDUIT

NOTE
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.

PROPOSED IN PUE - NO COUNTY
APPROVAL REQUIRED



MATCH TO SHEET 36

Frontier
COMMUNICATIONS



SHEET TITLE:

SITE PLAN

PERMIT # 5283434

ADDRESS:
1449 OLD ARRINGTON RD.
COLLEGE STATION, TX 77845, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1/40

DATE : 04-21-2025

SHEET NO. 35 OF 46

MATCH TO SHEET 35

PROPOSED IN PUE - NO COUNTY
APPROVAL REQUIRED

(PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
623' (2) 1.25" SDR-11 HDPE CONDUIT
PULL FIBER THROUGH PROPOSED CONDUIT)

"NOTE"
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.

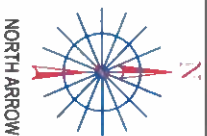
PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
570' (2) 1.25" SDR-11 HDPE CONDUIT
PULL FIBER THROUGH PROPOSED CONDUIT

PROPOSED HH(2X3)
AT N 30.523105, W-96.251658
STA: 122+37

HH+H=570'
123+00

(BP+H=623')
120+00

Frontier
COMMUNICATIONS



SHEET TITLE:

SITE PLAN

PERMIT # 5283434

ADDRESS:
1449 OLD ARLINGTON RD.
COLLEGE STATION, TX 77845, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

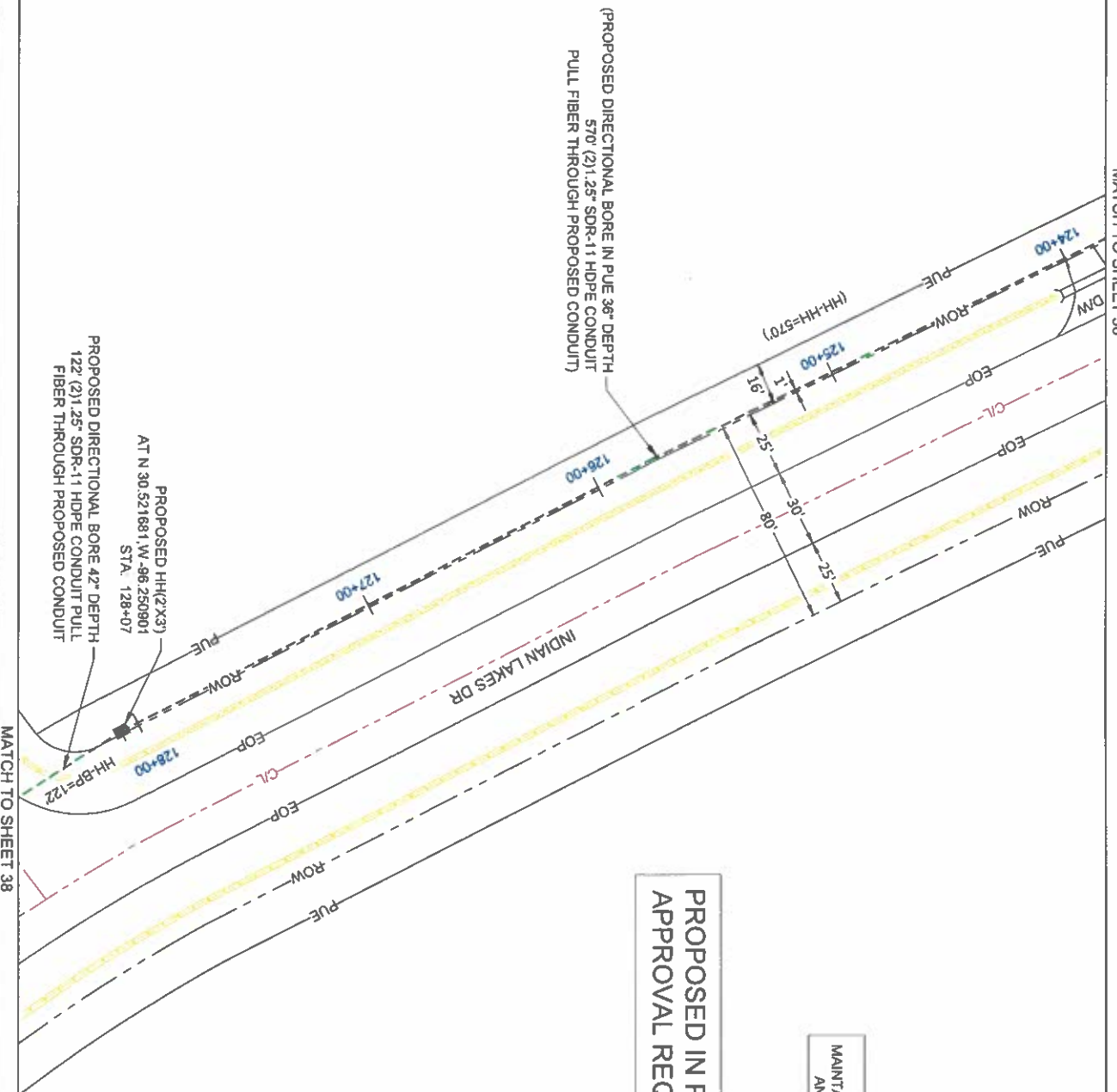
DRAWING SCALE: 1"=40'

DATE: 04-21-2025

SHEET NO. 36 OF 46

MATCH TO SHEET 37

MATCH TO SHEET 36



Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARLINGTON RD.
COLLEGE STATION, TX 77845, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

DATE: 04-21-2025

SHEET NO. 37 OF 46

MATCH TO SHEET 37

(PROPOSED DIRECTIONAL BORE 42" DEPTH
122 (2) 1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT)

PROPOSED IN PUE - NO COUNTY
APPROVAL REQUIRED

NOTE
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.

PROPOSED BP(3X3X3)
AT N 30.521388, W 96.250715
STA: 129+29

PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
700' (2) 1.25" SDR-11 HDPE CONDUIT
PULL FIBER THROUGH PROPOSED CONDUIT

MATCH TO SHEET 39



SHEET TITLE:

SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARRINGTON RD.
COLLEGE STATION, TX 77845, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

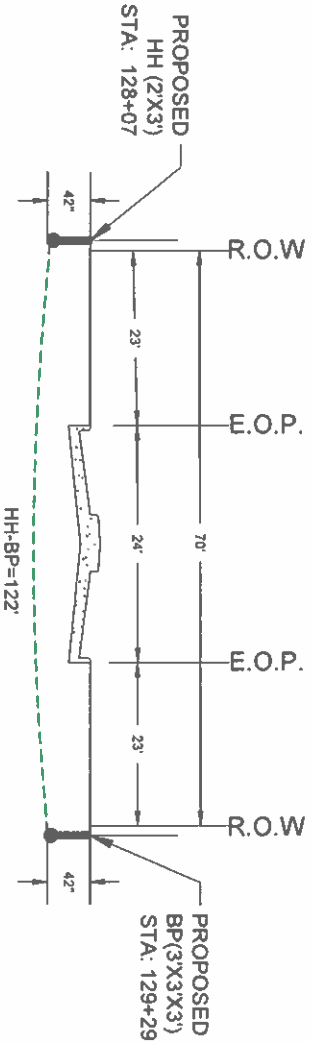
PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

DATE : 04-21-2025

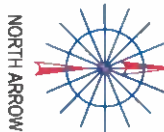
SHEET NO. 38 OF 46

TYPICAL ROAD CROSS-SECTION
ARAOAHO DR



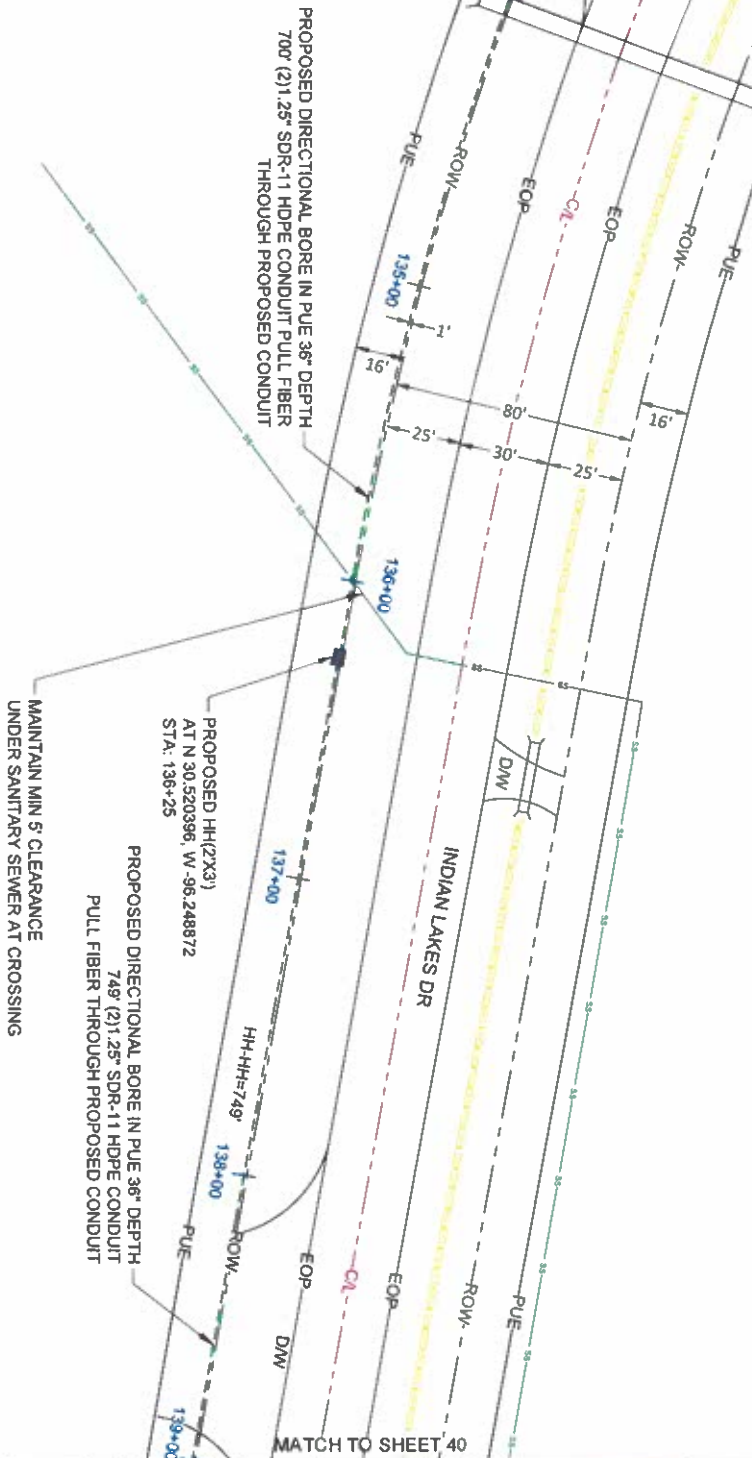
****NOTE****
 MAINTAIN 42" DEPTH UNDER PAVEMENTS
 AND DRIVEWAYS AT CROSSING.

**PROPOSED IN PUE - NO COUNTY
 APPROVAL REQUIRED**



MATCH TO SHEET 40

MATCH TO SHEET 38



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
 1449 OLD ARLINGTON RD.
 COLLEGE STATION, TX 77845, USA
 PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B
 DRAWING SCALE: 1"=40'
 DATE: 04-21-2025
 SHEET NO. 39 OF 46



NORTH ARROW



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARLINGTON RD.
COLLEGE STATION, TX 77845, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

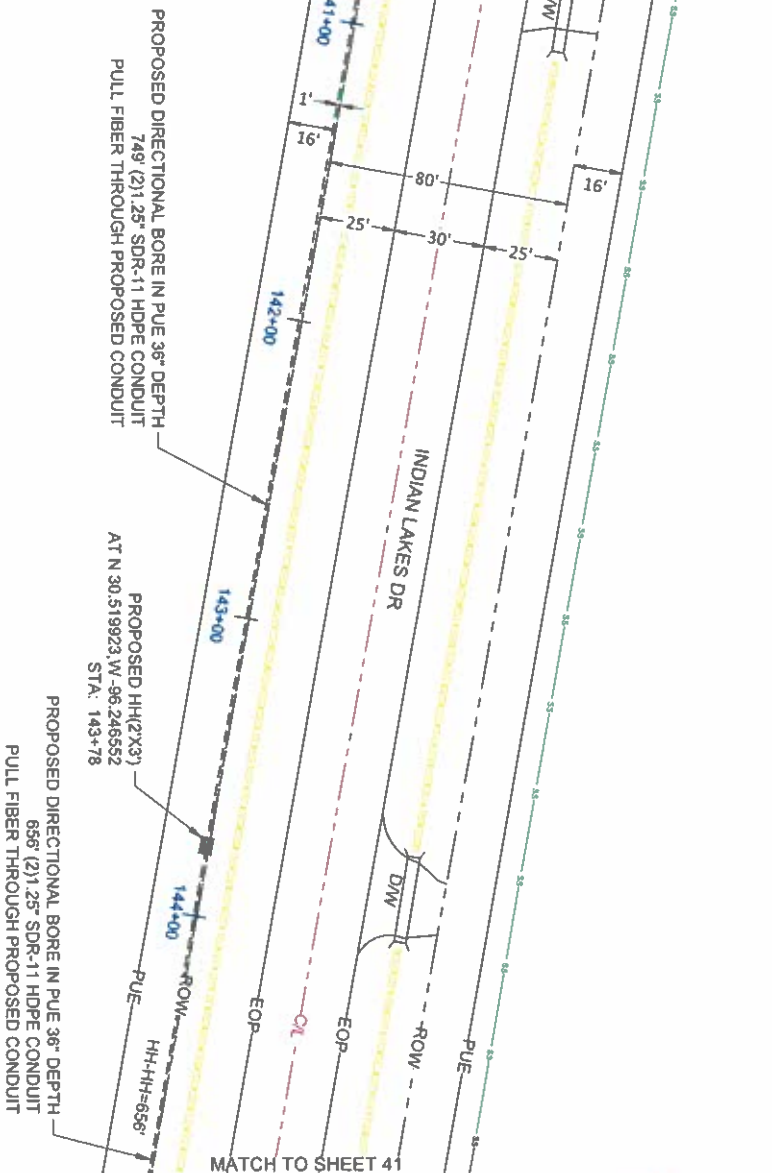
DRAWING SCALE: 1"=40'

DATE : 04-21-2025

SHEET NO. 40 OF 46

****NOTE****
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.

**PROPOSED IN PUE - NO COUNTY
APPROVAL REQUIRED**



MATCH TO SHEET 39

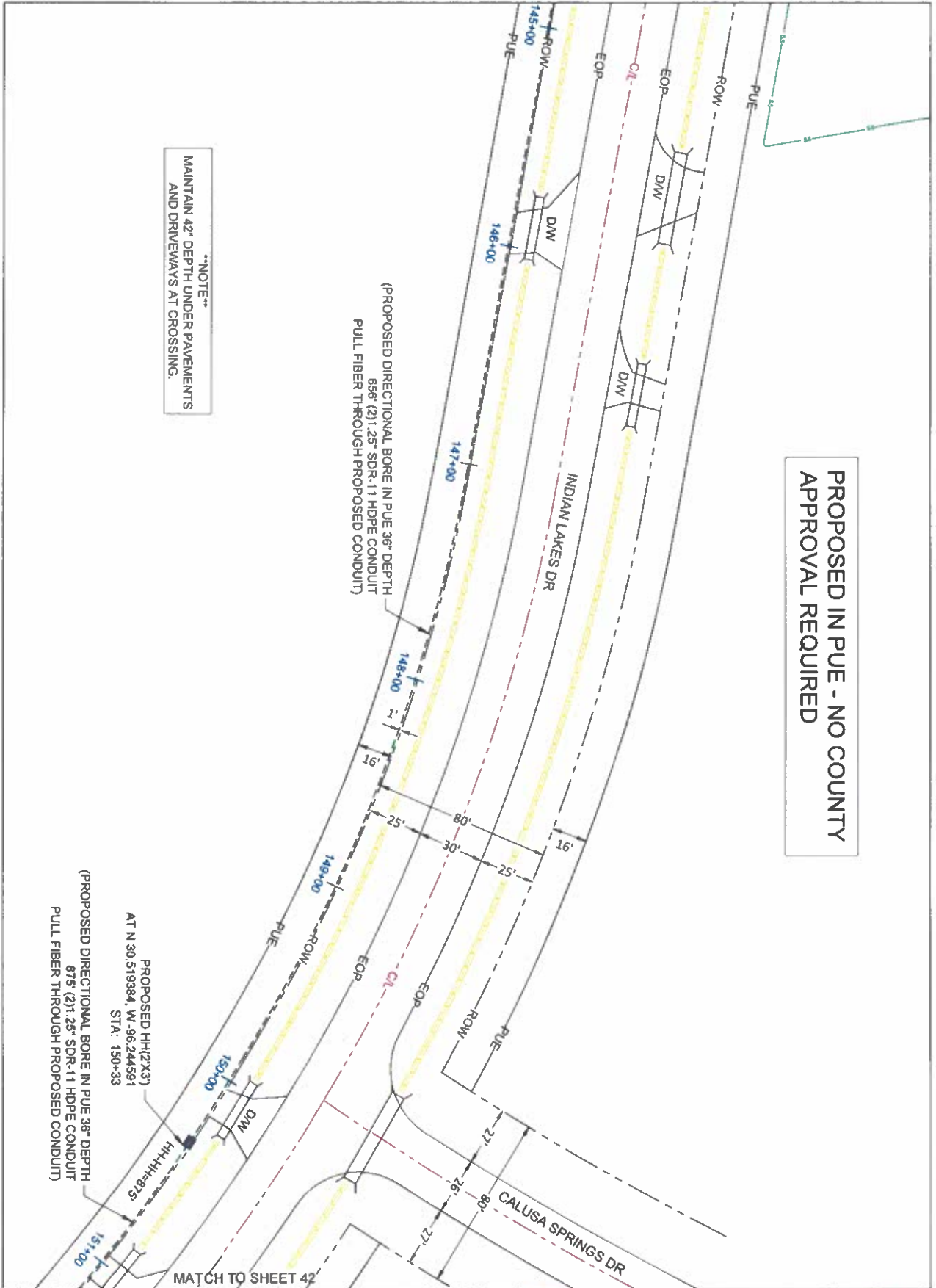
MATCH TO SHEET 41

PROPOSED IN PUE - NO COUNTY
APPROVAL REQUIRED

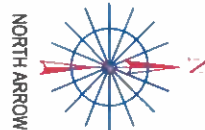
(PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
656' (2)1.25" SDR-11 HDPE CONDUIT
PULL FIBER THROUGH PROPOSED CONDUIT)

(PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
875' (2)1.25" SDR-11 HDPE CONDUIT
PULL FIBER THROUGH PROPOSED CONDUIT)

NOTE
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.



Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1448 OLD ARLINGTON RD.
COLLEGE STATION, TX 77845, USA
PERMIT # TELECOM PRINT

BRAZOS COUNTY

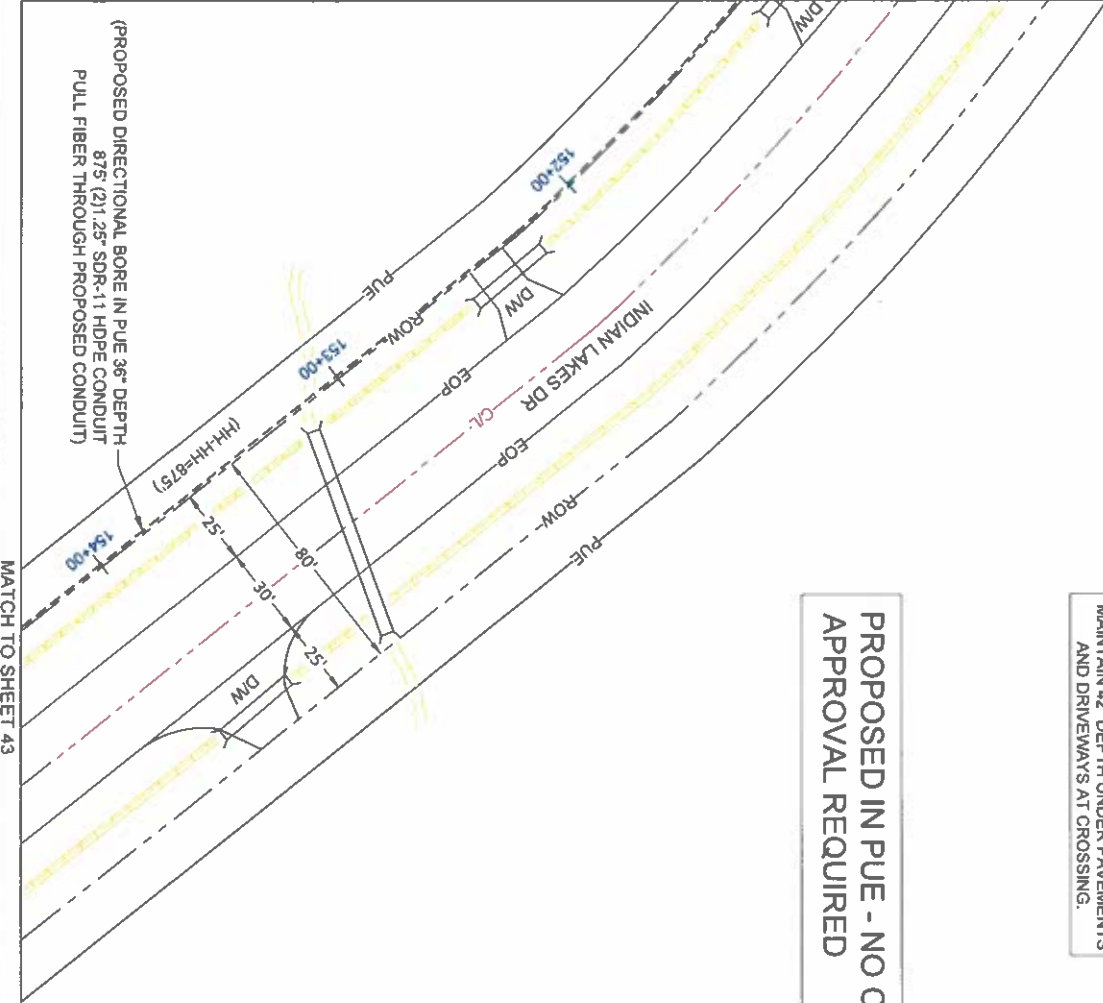
PAPER SIZE: ARCH B
DRAWING SCALE: 1"=40'

DATE: 04-21-2025

SHEET NO. 41 OF 46

****NOTE****
 MAINTAIN 42" DEPTH UNDER PAVEMENTS
 AND DRIVEWAYS AT CROSSING.

**PROPOSED IN PUE - NO COUNTY
 APPROVAL REQUIRED**



Frontier
 COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

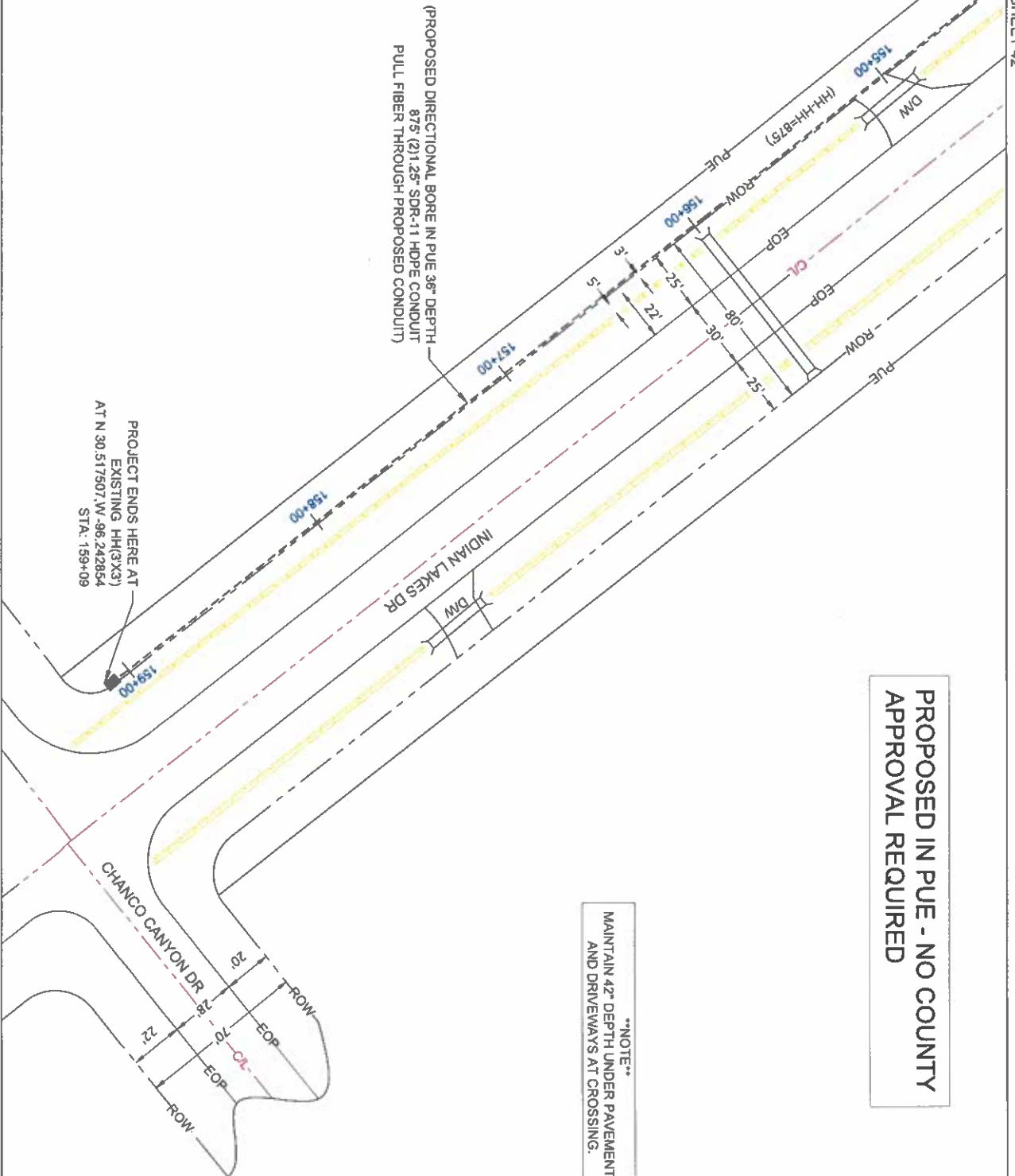
ADDRESS:
 1449 OLD ARLINGTON RD.
 COLLEGE STATION, TX 77845 USA
 PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B
 DRAWING SCALE: 1/40
 DATE: 04-21-2025
 SHEET NO. 42 OF 46

PROPOSED IN PUE - NO COUNTY
APPROVAL REQUIRED

"NOTE"
MAINTAIN 42" DEPTH UNDER PAVEMENTS
AND DRIVEWAYS AT CROSSING.



Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5283434

ADDRESS:
1449 OLD ARLINGTON RD.
COLLEGE STATION, TX 77845, USA
PERMIT # TELECOM PRINT

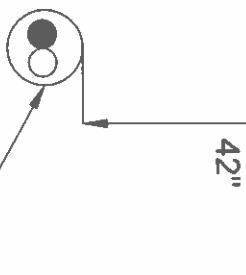
BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

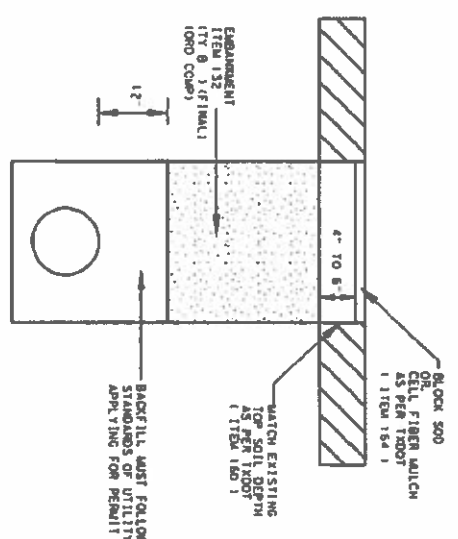
DATE : 04-21-2025

SHEET NO. 43 OF 46

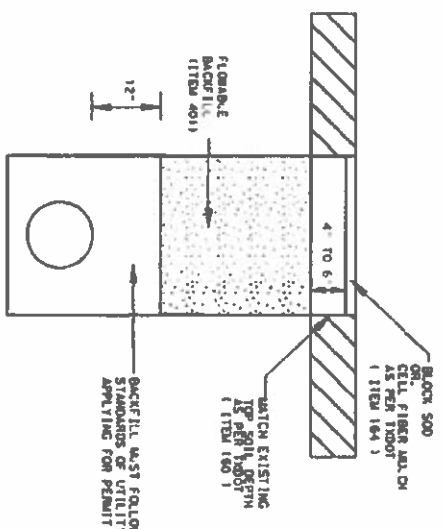


BORE DETAIL (PAVEMENT)

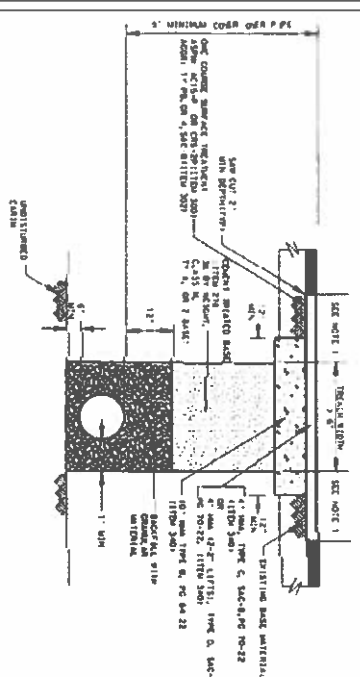
**DIRECTIONAL BORE TO PLACE
(2) 1.25" HDPE PIPE**



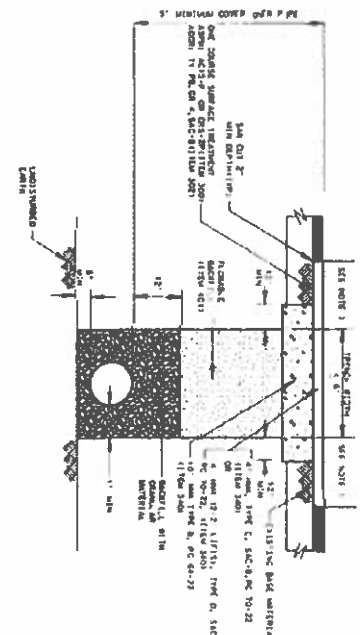
TRENCH DETAIL (NON PAVEMENT)
 210' FROM CURB/OR EDGE OF PAVEMENT



TRENCH DETAIL (NON PAVEMENT)
< 10' FROM CURB/OR EDGE OF PAVEMENT



**TRENCH BACKFILL WITH PAVED SURFACE DETAIL
(FOR TRENCHES WIDER THAN 6')**



FOR TRENCHES EQUAL OR LESS THAN 6' WIDE.

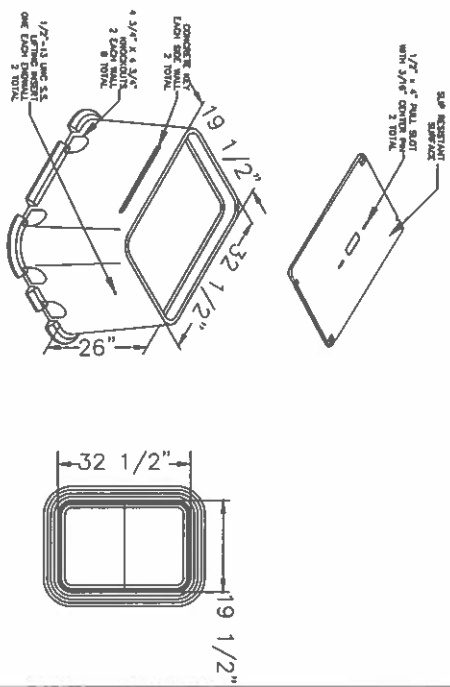
NOTES:

- PIPE 34" OR LARGER USE 1" FROM END OF PIPE TO CIRCUMFERED BALLS
- PIPE 24" OR SMALLER USE 2" FROM END OF PIPE TO CIRCUMFERED BALLS

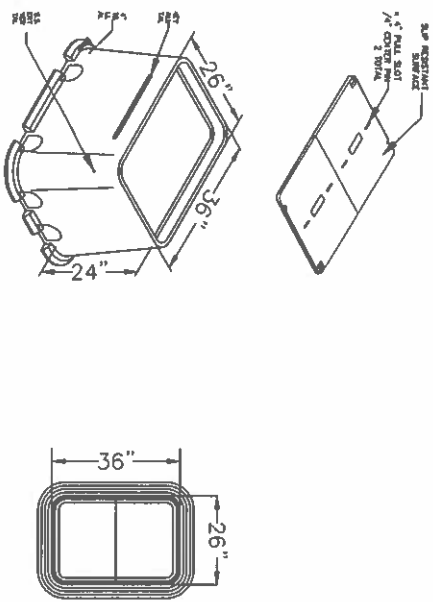
NOTES:

1. LIMITS OF HMA FINAL SURFACE SHALL BE AS SHOWN ON PLANS BUT NOT LESS THAN 2" MIN.

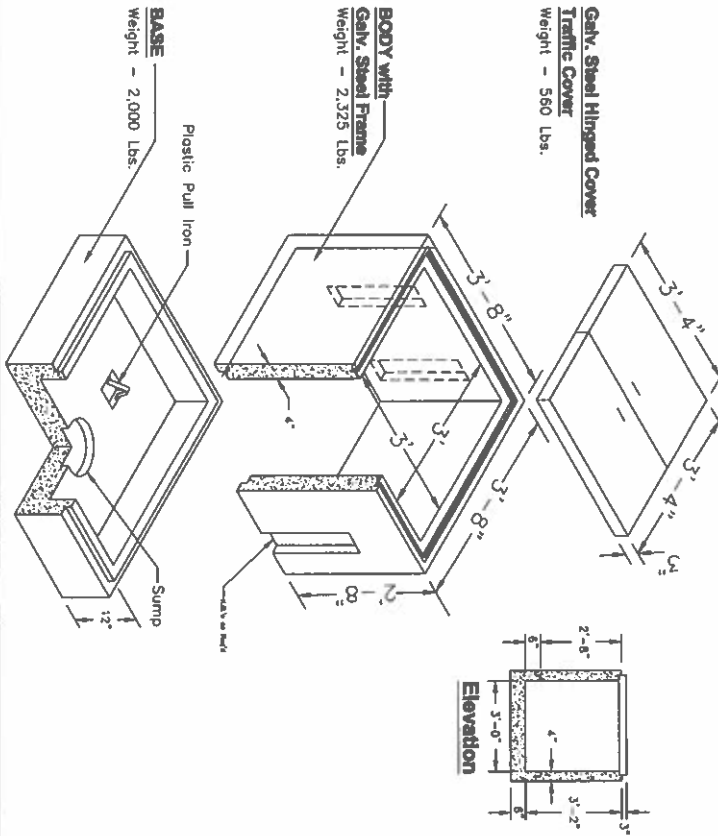
17" X 30" X 26" HANDHOLE DETAILS



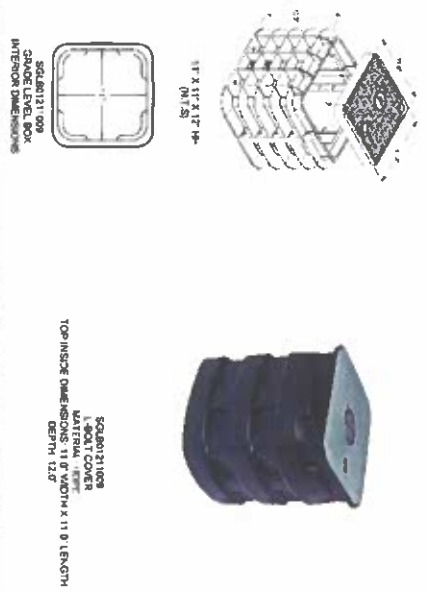
24" X 36" X 26" HANDHOLE DETAILS



3' X 3' HANDHOLE DETAILS



TYPICAL FLOWER POT BOX DETAIL



Frontier
COMMUNICATIONS



SHEET TITLE:
HH & FP DETAILS

PERMIT # 5283434

ADDRESS:
1448 OLD ARLINGTON RD.
COLLEGE STATION, TX 77845, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B
DRAWING SCALE: NTS
SHEET NO. 45 OF 46



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

Road and Bridge

NUMBER:

CC-2025-Utility Permit-Frontier-Operstony Road, Coleman Street, Cliff Road, and Warren Ranch Road

DATE OF COURT MEETING:

5/27/2025

ITEM:

Consider and take action on the Frontier Communications utility permit to install 14,240 feet of fiber optic conduit within the right-of-ways of Operstony Road, Cliff Road and Warren Ranch Road. Project also includes road bores of Operstony Road (4), Cliff Road (7) and Coleman Street (3). Sites are located in Precinct 2.

TO:

Commissioners Court

FROM:

Joe Salvato

DATE:

04/30/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

Permit allows Frontier to install 14,240 feet of fiber optic conduit within the right-of-ways of Operstony Road, Cliff Road and Warren Ranch Road and includes road bores of Operstony Road (4), Cliff Road (7) and Coleman Street (3). Project also includes an additional 1,440 feet of fiber optic conduit being placed within the Public Utility Easement (PUE) of Coleman Street.

NOTES/EXCEPTIONS:

Department requesting agenda item: Road and Bridge

Department impacted by agenda item: Road and Bridge

Brief explanation of agenda item and if in current year budget: Frontier will install fiber optic conduit along Operstony Road, Cliff Road and Warren Ranch Road and includes 11 road bores. There are 3 additional bores on Coleman Street since fiber is being placed within existing PUE.

Brazos County has NO financial responsibility in project.

Consequences for failing to approve agenda item: Less customer choice for internet

Deadline for agenda item approval: As soon as possible

Site of work being performed: Operstony Rd, Cliff Rd, Warren Ranch Rd & Coleman St

ATTACHMENTS:

File Name

[Utility Permit-Frontier-Operstony-Cliff-Warren Rand and Coleman.pdf](#)

Description

Utility Permit-Frontier-Operstony-Cliff-Warren Ranch

Type

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

Road and Bridge

NUMBER:

CC-2025-Utility Permit-Frontier-
Opersterny Road, Coleman Street,
Cliff Road, and Warren Ranch
Road

DATE OF COURT MEETING: 5/27/2025

ITEM: Consider and take action on the Frontier Communications utility permit to install 14,240 feet of fiber optic conduit within the right-of-ways of Opersterny Road, Cliff Road and Warren Ranch Road. Project also includes road bores of Opersterny Road (4), Cliff Road (7) and Coleman Street (3). Sites are located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 04/30/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

Permit allows Frontier to install 14,240 feet of fiber optic conduit within the right-of-ways of Opersterny Road, Cliff Road and Warren Ranch Road and includes road bores of Opersterny Road (4), Cliff Road (7) and Coleman Street (3). Project also includes an additional 1,440 feet of fiber optic conduit being placed within the Public Utility Easement (PUE) of Coleman Street.

NOTES/EXCEPTIONS:

Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Frontier will install fiber optic conduit along Opersterny Road, Cliff Road and Warren Ranch Road and includes 11 road bores. There are 3 additional bores on Coleman Street since fiber is being placed within existing PUE.
Brazos County has NO financial responsibility in project.
Consequences for failing to approve agenda item: Less customer choice for internet
Deadline for agenda item approval: As soon as possible
Site of work being performed: Opersterny Rd, Cliff Rd, Warren Ranch Rd & Coleman St

ATTACHMENTS:

File Name

Utility_Permit-Frontier-Opersterny-Cliff-
Warren_Rand_and_Coleman.pdf

Description

Utility Permit-Frontier-Opersterny-Cliff-Warren Ranch

Type

Backup Material

APPROVED

**Duane Peters
County Judge**

5/27/25

Date

**NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS
OF TELEPHONE FACILITIES AND DESIGNATING
PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY
TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS**

Comes now Frontier Communications [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Project – 5357448 / Fiber

Opersteny Road, Cliff Road, Warren Ranch Road and Coleman Street

Frontier proposes to directional bore 14,240 feet of 1.25-inch fiber optic conduct along Opersteny Road, Cliff Road and Warren Ranch Road and includes road bores of Opersteny Road (4) and Cliff Road (7). Project also includes an additional three (3) road bores of Coleman Street along with 1,440 feet of fiber optic conduit within existing PUE.

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 30 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

Frontier Communications *
Company Name

Darrin Albrecht 281-229-0849
Darrin.l.albrecht@ftr.com

Devin Gould with Housley Group
By:

Devin Gould
Signature

Project Manager – Permits
Title

3550 S Bryant Blvd San Angelo, Tx 76903
Address


409-313-3755
Telephone Number

dgould@hc-inc.com
E-mail

ACCEPTANCE OF NOTIFICATION

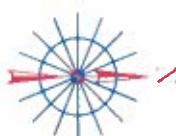
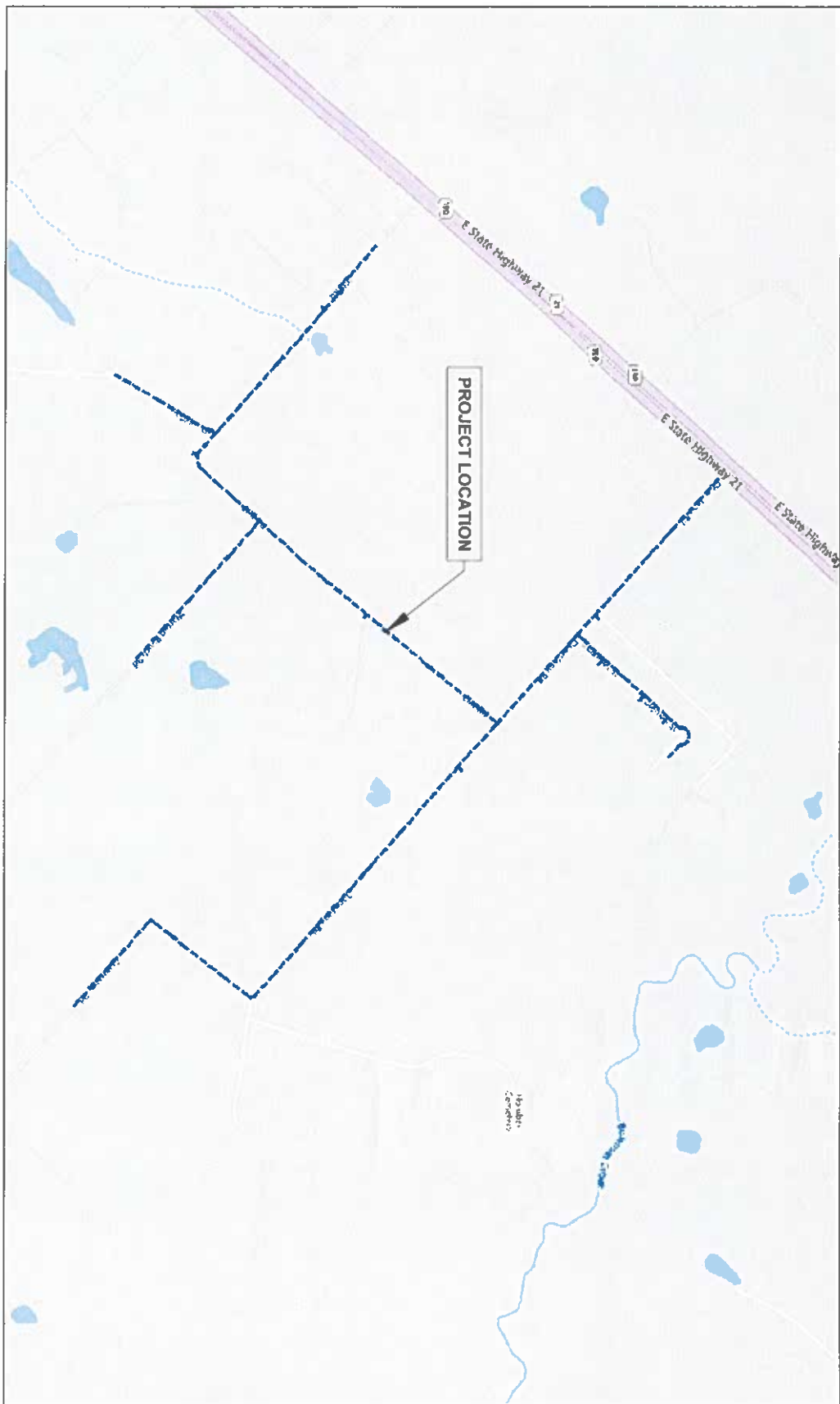
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated May 21, 2025 except as noted below:

EXCEPTIONS: **Permit allows Frontier to install 14,240 feet of fiber optic conduit within the rights-of-way of Opersteny Road, Cliff Road and Warren Ranch Road and includes road bores of Opersteny Rd (4), Cliff Rd (7) and Coleman Street (3). The remaining 1,440 feet of fiber optic conduit must be placed within the Public Utility Easement (PUE) along Coleman Street.**

For  _____
Brazos County Engineer

COVER SHEET

- SHEET INDEX:
- 1. COVER SHEET
 - 2. STANDARD NOTES AND LEGEND
 - 3-31. SITE PLANS
 - 32. TRENCH BACKFILL AND BORE DETAILS
 - 33. HH & FP DETAILS
 - 34. STANDARD TOP



NORTH ARROW

THIS PERMIT
UNDERGROUND FOOTAGE : 1703Z



SHEET TITLE:

COVER SHEET

PERMIT # 5357448

ADDRESS:
3938 OPERSTENY RD, BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE: NTS

DATE: 05-15-2025

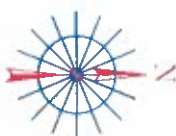
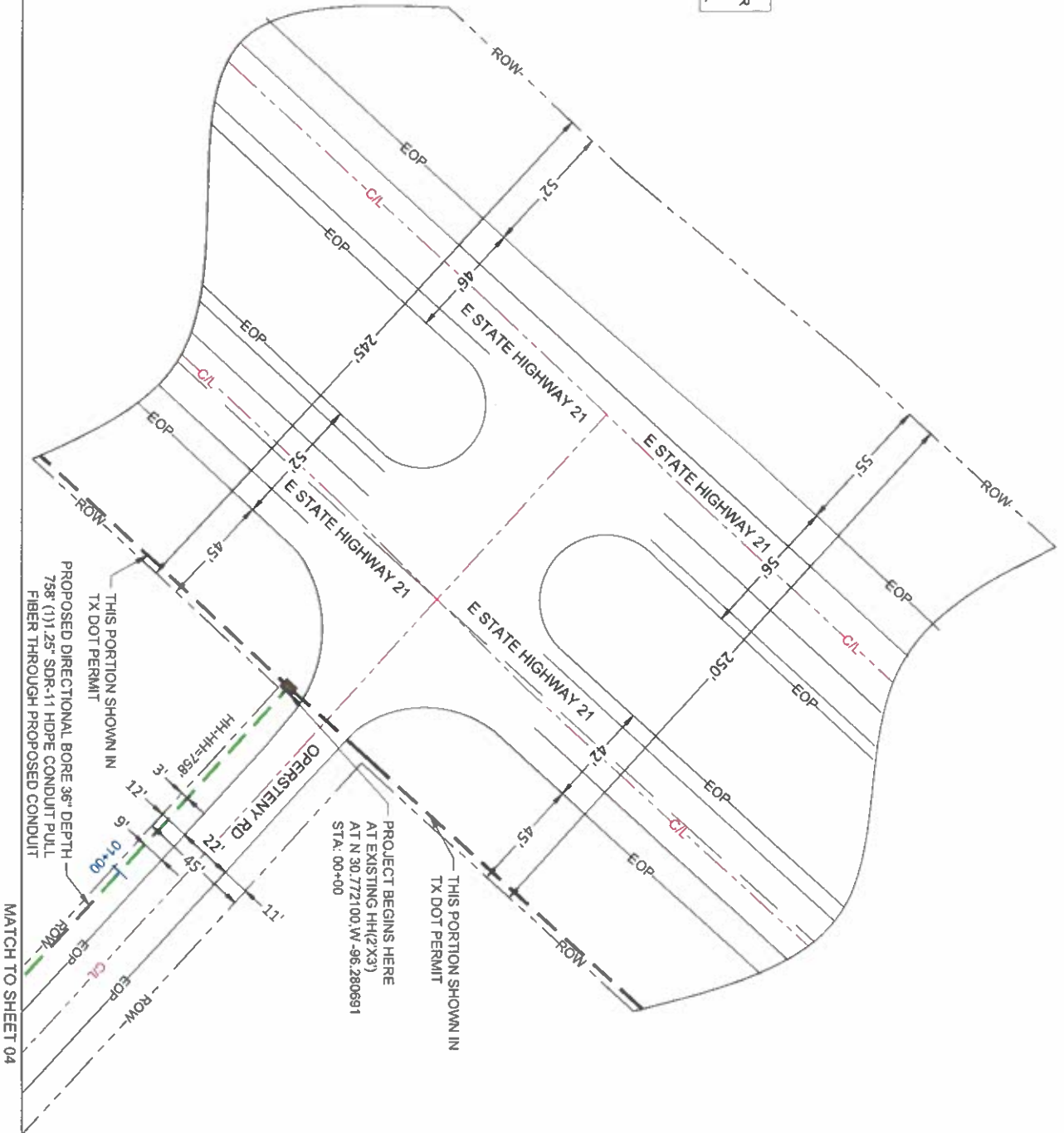
SHEET NO. 01 OF 34

STANDARD LEGEND & NOTES

| | | | |
|--|---------------------------------|--|---------------------------------|
| | AERIAL | | PROPOSED FLOWER POT |
| | CENTERLINE | | COMMUNICATIONS MANHOLE |
| | EDGE OF PAVEMENT | | ELECTRIC MANHOLE |
| | ROAD BASE SOLID LINE | | STORM SEWER MANHOLE |
| | FENCE / GUARDRAIL | | SANITARY SEWER MANHOLE |
| | RIGHT-OF-WAY | | COMMUNICATIONS PEDESTAL |
| | PUE | | ELECTRIC PEDESTAL |
| | SSW | | ELECTRIC TRANSFORMER |
| | FORCE MAIN | | ELECTRIC HANDHOLE |
| | GAS | | FIRE HYDRANT |
| | PROPOSED BORE | | WATER VALVE |
| | PROPOSED TRENCH | | STREET LIGHT |
| | DITCHES | | STREET SIGN |
| | LIMITS OF CONSTRUCTION | | CULVERT |
| | LIMITS OF CONSTRUCTION COMBINED | | TREE |
| | COUNTY LINE / CITY LIMITS | | TRAFFIC SIGNAL POLE |
| | BORE PIT / POT HOLE | | WASTEWATER CLEAN OUT |
| | PROPOSED VAULT | | WATER METER |
| | PULL POINT | | RAILROAD CROSSING SIGNAL / GATE |
| | PROPOSED HANDHOLE | | |
| | EXISTING MANHOLE | | |
| | EXISTING HANDHOLE | | |
| | EXISTING POWER POLE | | |
| | EXISTING PTR POLE | | |
| | ANCHOR | | |
| | DOWN GUY | | |
| | MIDSPAN CROSS OVER | | |



"NOTE"
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.



NORTH ARROW



SHEET TITLE:

SITE PLAN

PERMIT # 5357448

ADDRESS:
3930 OPERSTENY RD. BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

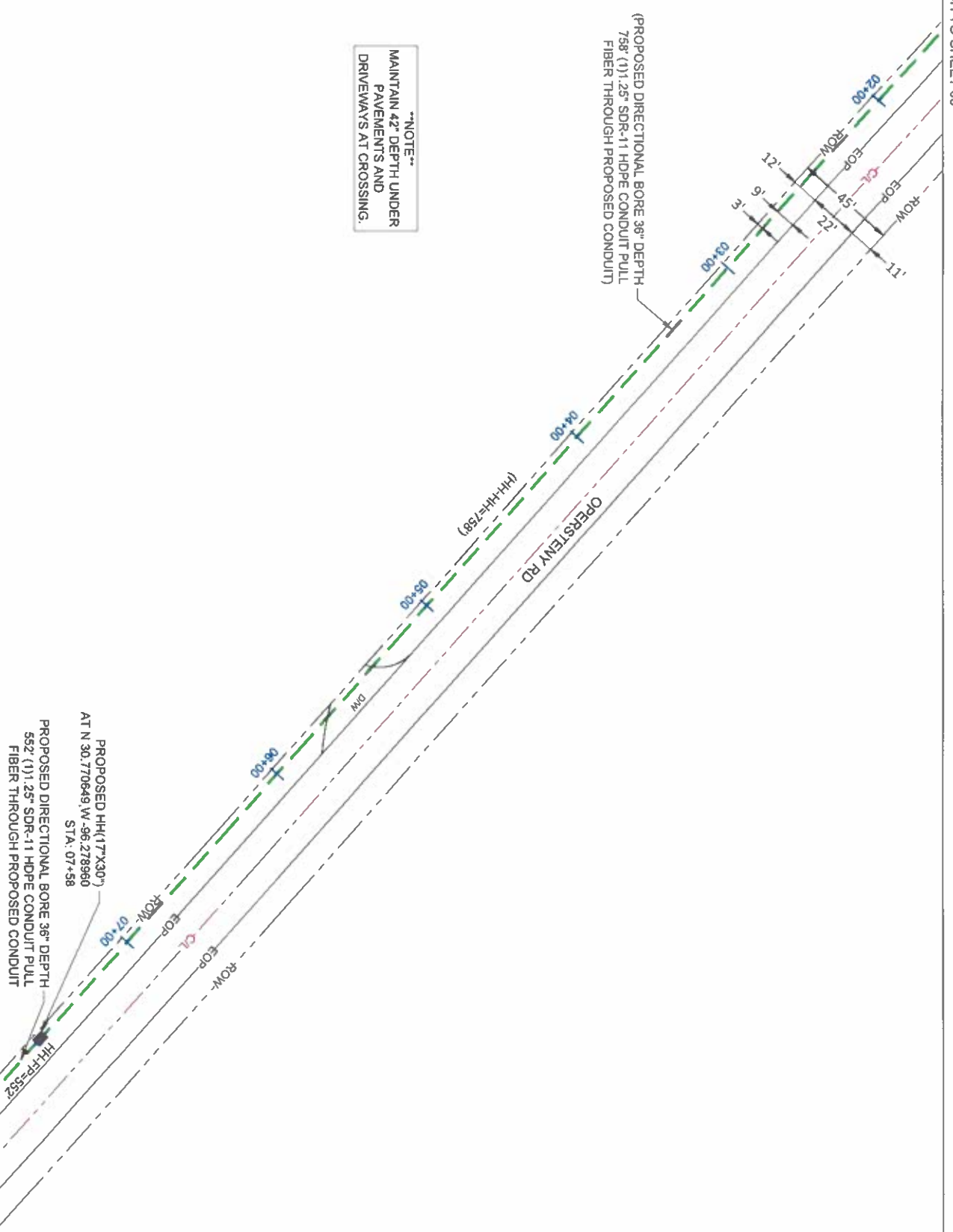
PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

DATE : 05-15-2025

SHEET NO. 03 OF 34

MATCH TO SHEET 03

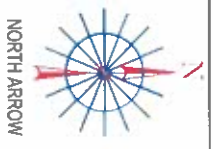


NOTE--
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.

(PROPOSED DIRECTIONAL BORE 36" DEPTH
758' (1)1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT)

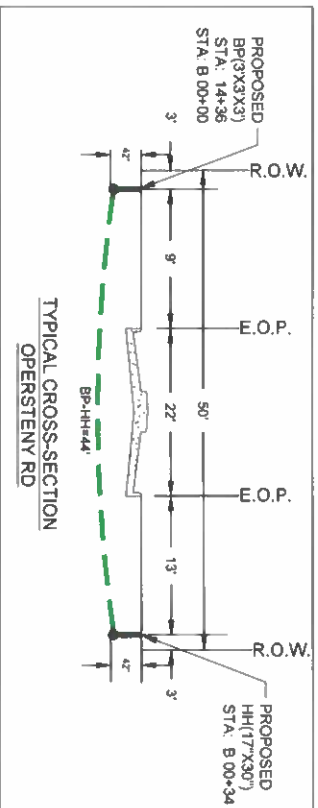
PROPOSED HH(17X30)
AT N 30.770649 W -96.278960
STA: 07+58
PROPOSED DIRECTIONAL BORE 36" DEPTH
552' (1)1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT

MATCH TO SHEET 05



| | |
|---------------------|---|
| SHEET TITLE: | |
| SITE PLAN | |
| PERMIT # | 5357448 |
| ADDRESS: | 3938 OPERSTEVY RD, BRYAN, TX 77808, USA |
| PERMIT # | TELECOM PRINT |
| BRAZOS COUNTY | |
| PAPER SIZE: ARCH B | |
| DRAWING SCALE: 1/40 | |
| DATE: 05-15-2025 | |
| SHEET NO. 04 OF 34 | |

MATCH TO SHEET 04



****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.

(PROPOSED DIRECTIONAL BORE 36" DEPTH
552' (1)1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT)

OPERSTIENY RD

PROPOSED DIRECTIONAL BORE 42" DEPTH
44' (1)1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT

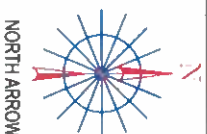
PROJECT ENDS HERE
AT PROPOSED HH(17"X30")
AT N 30.769437 W -96.277310
STA: B 00+34

PROPOSED FP(11"X11"X13")
AT N 30.769596 W -96.277696
STA: 13+09

PROPOSED DIRECTIONAL BORE 36" DEPTH
127' (1)1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT

MATCH TO SHEET 06

Frontier
COMMUNICATIONS



SHEET TITLE:

SITE PLAN

PERMIT # 5357448

ADDRESS:
3838 OPERSTIENY RD, BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1/40

DATE : 05-15-2025

SHEET NO. 05 OF 34

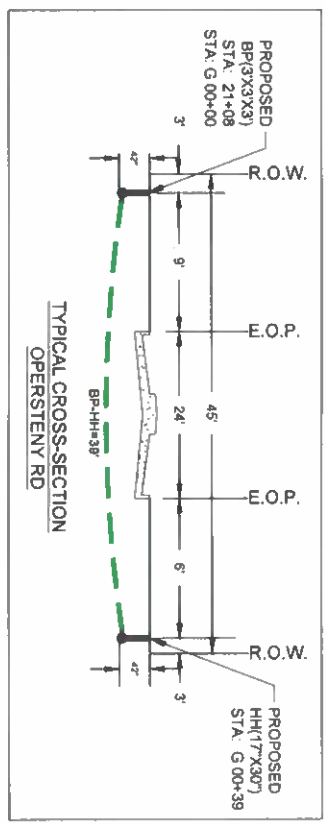
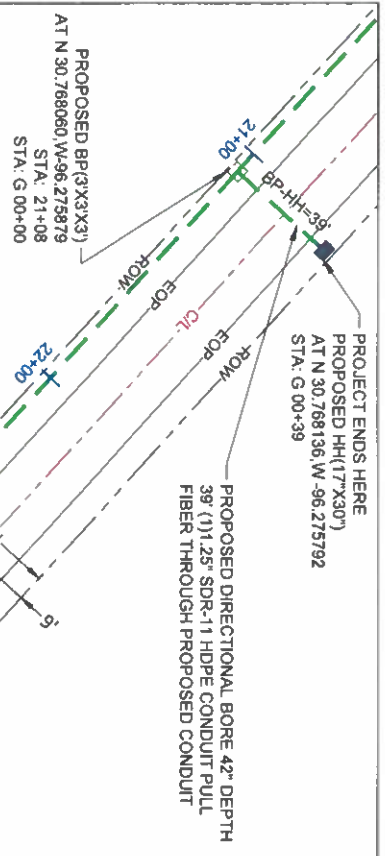


•NOTE•
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.

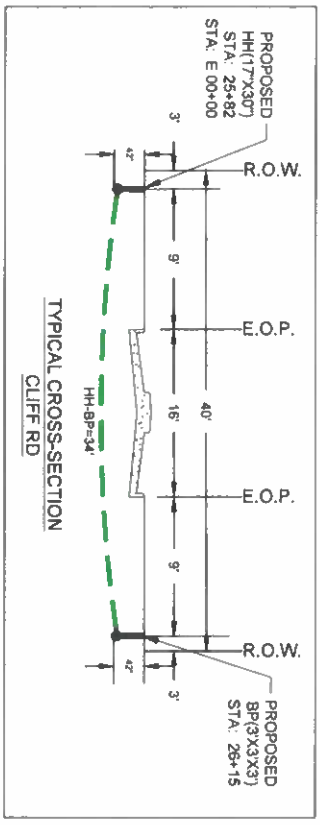


SHEET NO. 06 OF 34

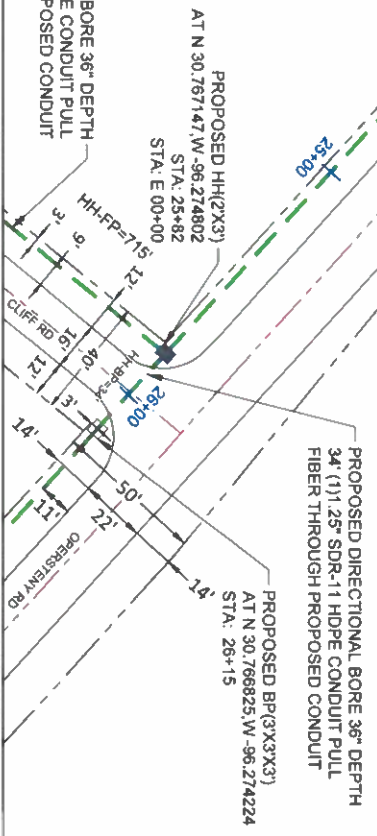
MATCH TO SHEET 06



PROPOSED DIRECTIONAL BORE 36\"/>



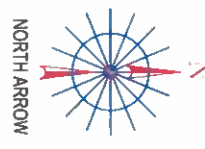
PROPOSED DIRECTIONAL BORE 36\"/>



NOTE: MAINTAIN 42\"/>

MATCH TO SHEET 18

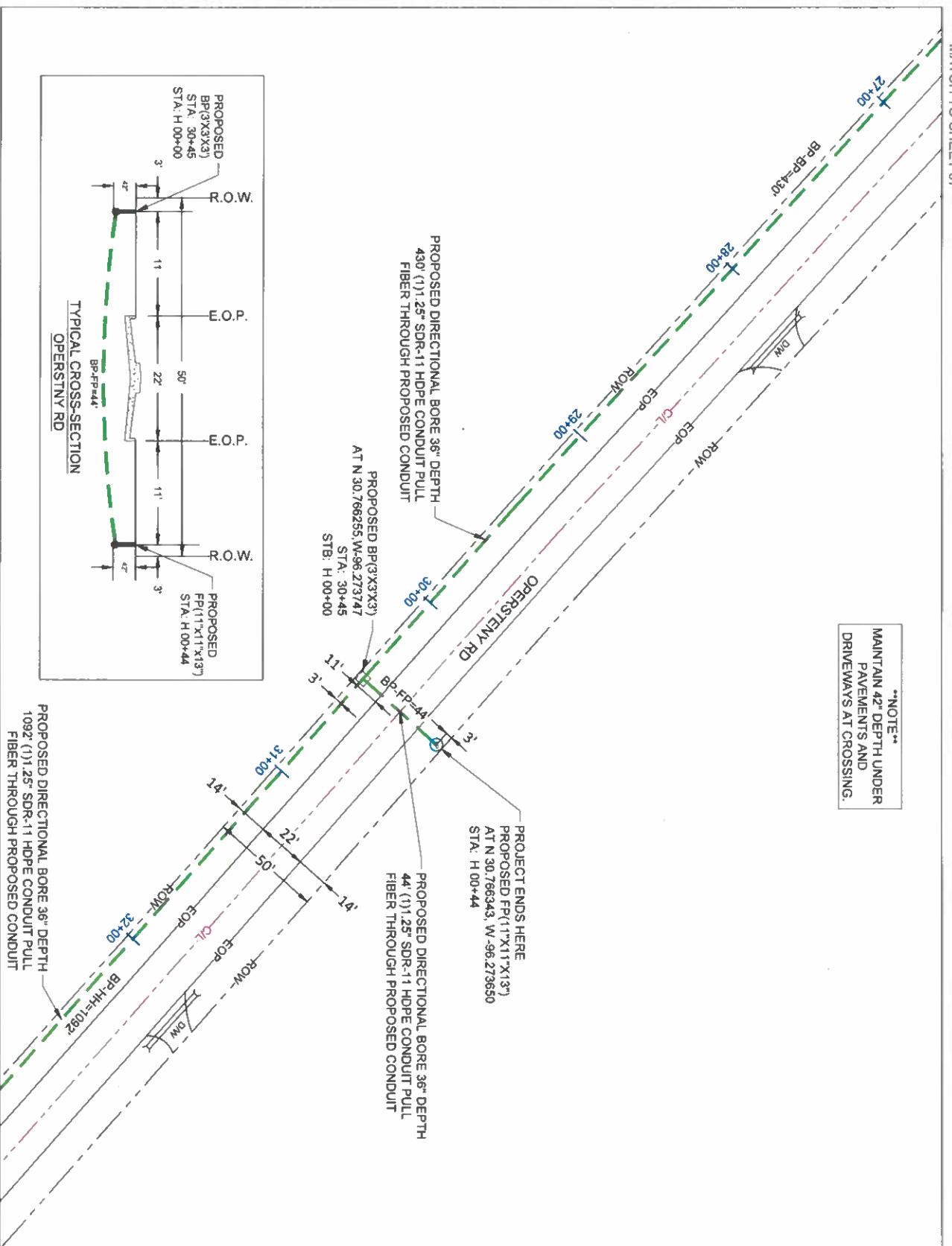
MATCH TO SHEET 08



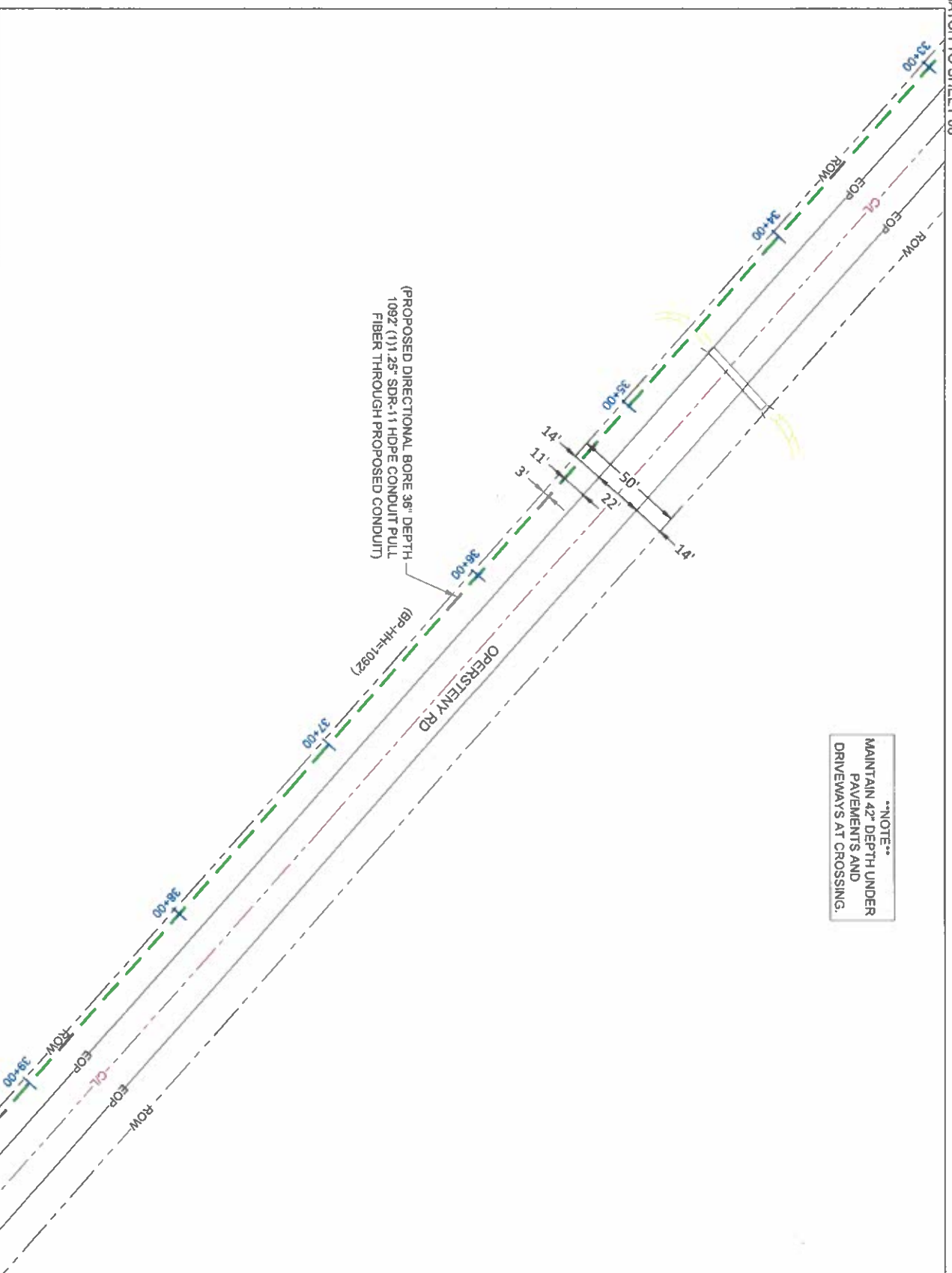
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| PERMIT # | 5357448 |
| ADDRESS: | 3538 OPERSTENY RD, BRYAN, TX 77808, USA |
| PERMIT # | TELECOM PRINT |
| BRAZOS COUNTY | |
| PAPER SIZE: ARCH B | |
| DRAWING SCALE: 1/40 | |
| DATE: 05-15-2025 | |
| SHEET NO. 07 OF 34 | |

MATCH TO SHEET 07

****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.



| | | | |
|---------------------------------------|--|---|--|
| <p>Frontier COMMUNICATIONS</p> | <p>Tovago 811 Know what's below. Call before you dig.</p> | <p>SHEET TITLE: SITE PLAN</p> <p>PERMIT # 5357448</p> <p>ADDRESS: 3938 OPERSTENY RD, BRYAN, TX 77808, USA</p> <p>PERMIT # TELECOM PRINT</p> | <p>BRAZOS COUNTY</p> <p>PAPER SIZE: ARCH B</p> <p>DRAWING SCALE - 1/40</p> <p>DATE : 05-15-2025</p> <p>SHEET NO. 08 OF 34</p> |
|---------------------------------------|--|---|--|



NOTE
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.



SHEET TITLE:
SITE PLAN

PERMIT # 5357448

ADDRESS:
3938 OPERSTENY RD. BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

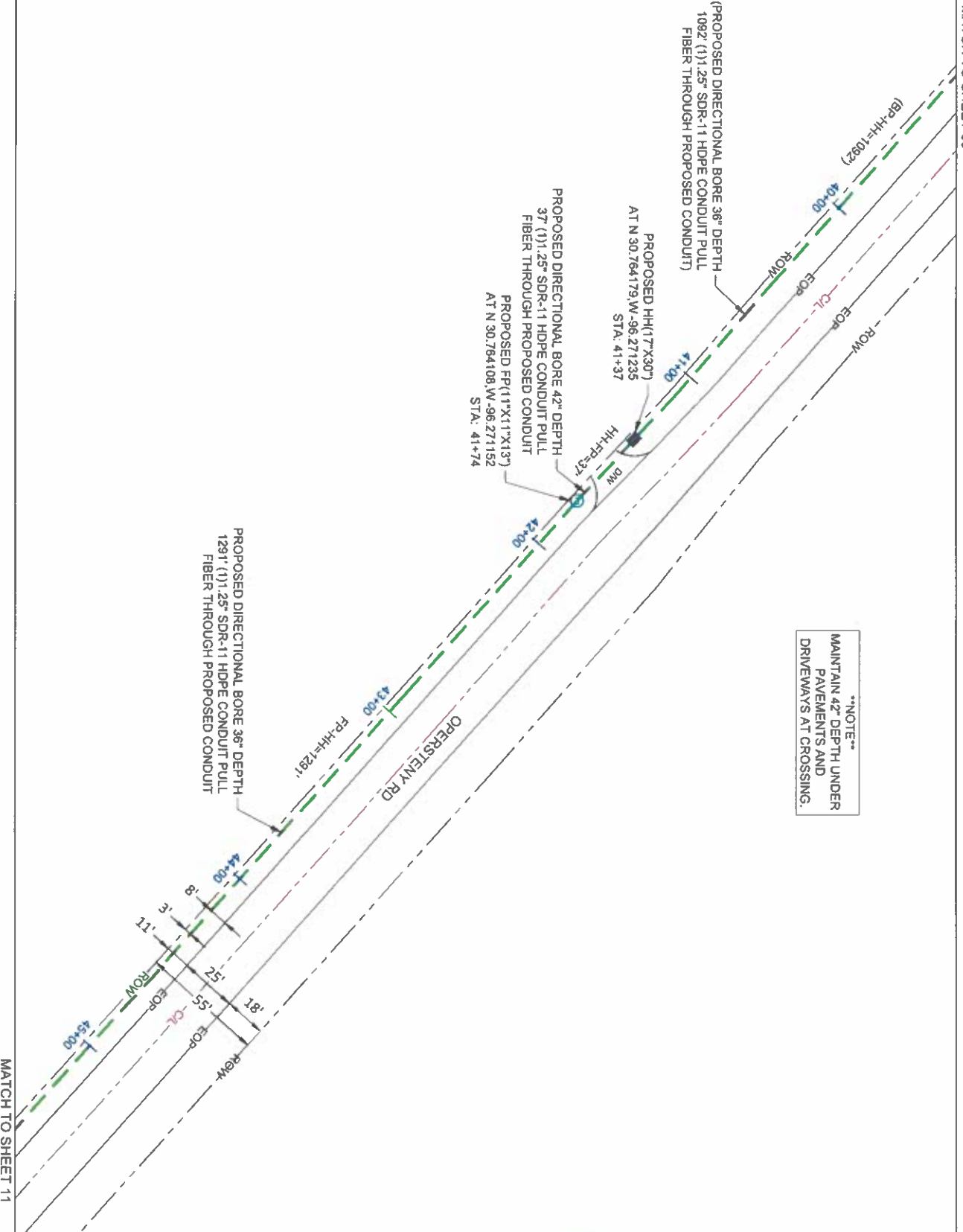
DRAWING SCALE - 1:40

DATE : 05-15-2025

SHEET NO. 09 OF 34

MATCH TO SHEET 09

****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.



MATCH TO SHEET 11



| | |
|---------------------|--|
| SHEET TITLE: | |
| SITE PLAN | |
| PERMIT # | 5357448 |
| ADDRESS: | 3838 OPERSTENV RD. BRYAN, TX 77808 USA |
| PERMIT # | TELECOM PRINT |
| BRAZOS COUNTY | |
| PAPER SIZE: ARCH B | |
| DRAWING SCALE: 1/40 | |
| DATE: 05-15-2025 | |
| SHEET NO. 10 OF 34 | |



PERMIT # 5357448

ESS:
SUPERSTENY RD, BRYAN, TX
USA

MIT # TELECOM PRINT

LAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

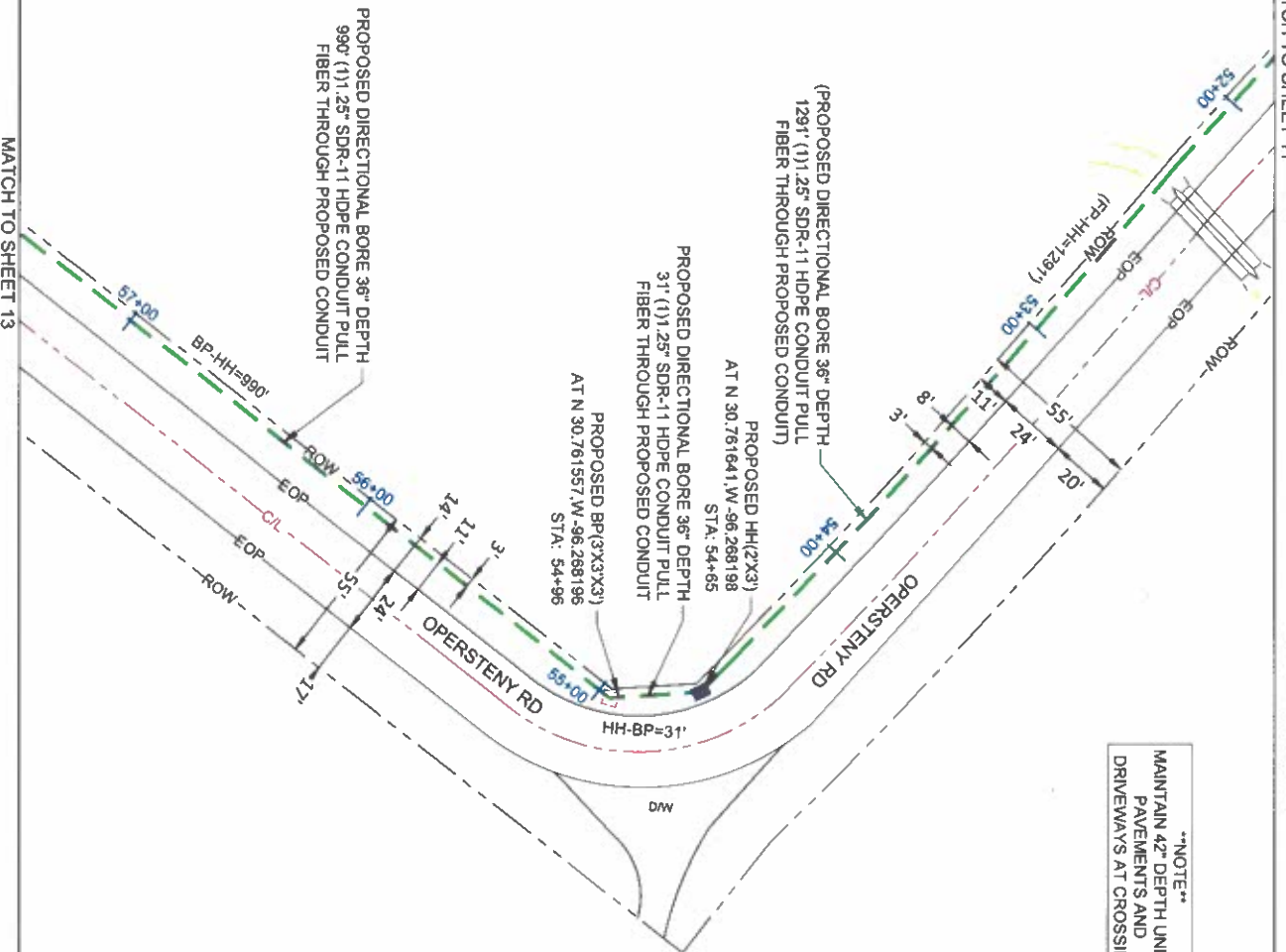
DATE : 05-15-2025

HEET NO. 11 OF 34

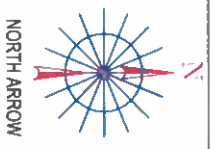
MATCH TO SHEET 12

MATCH TO SHEET 11

****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.



MATCH TO SHEET 13



| |
|--|
| SHEET TITLE: |
| SITE PLAN |
| PERMIT # 5357448 |
| ADDRESS: 3938 OPERSTÉNY RD, BRYAN, TX 77808, USA |
| PERMIT # TELECOM PRINT |
| BRAZOS COUNTY |
| PAPER SIZE: ARCH B |
| DRAWING SCALE: 1/40 |
| DATE: 05-15-2025 |
| SHEET NO. 12 OF 34 |

MATCH TO SHEET 12



SHEET TITLE:
SITE PLAN

PERMIT # 5357448

ADDRESS:
3938 OPERSTENY RD, BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

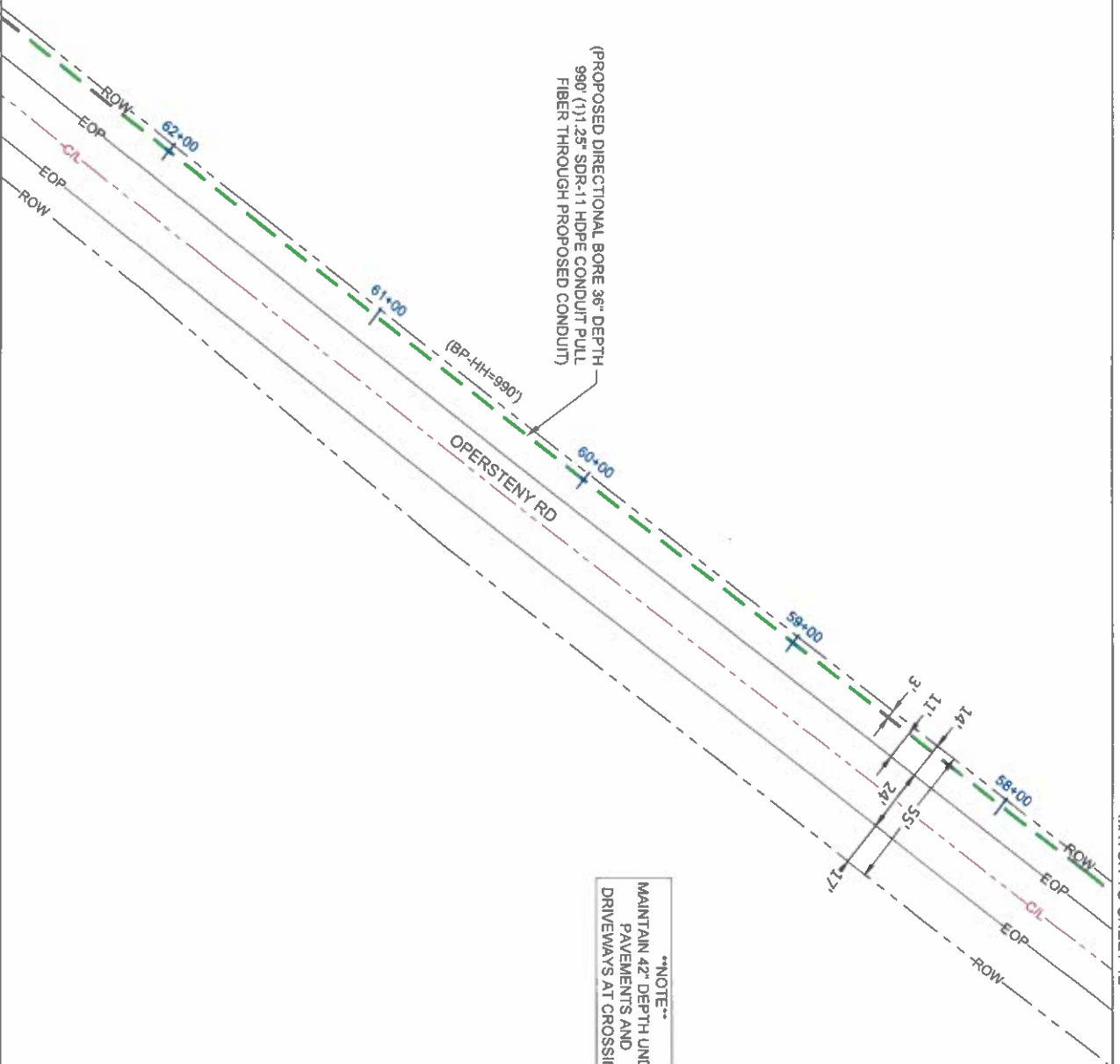
BRAZOS COUNTY

PAPER SIZE: ARCH B

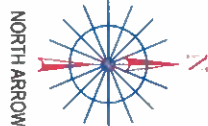
DRAWING SCALE - 1/40

DATE : 05-15-2025

SHEET NO. 13 OF 34



MATCH TO SHEET 14



SHEET TITLE:
SITE PLAN

PERMIT # 5357448

ADDRESS:
3938 OPERSTENY RD, BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

DATE : 05-15-2025

SHEET NO. 14 OF 34

MATCH TO SHEET 13

(PROPOSED DIRECTIONAL BORE 36" DEPTH
900' (1)1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT)

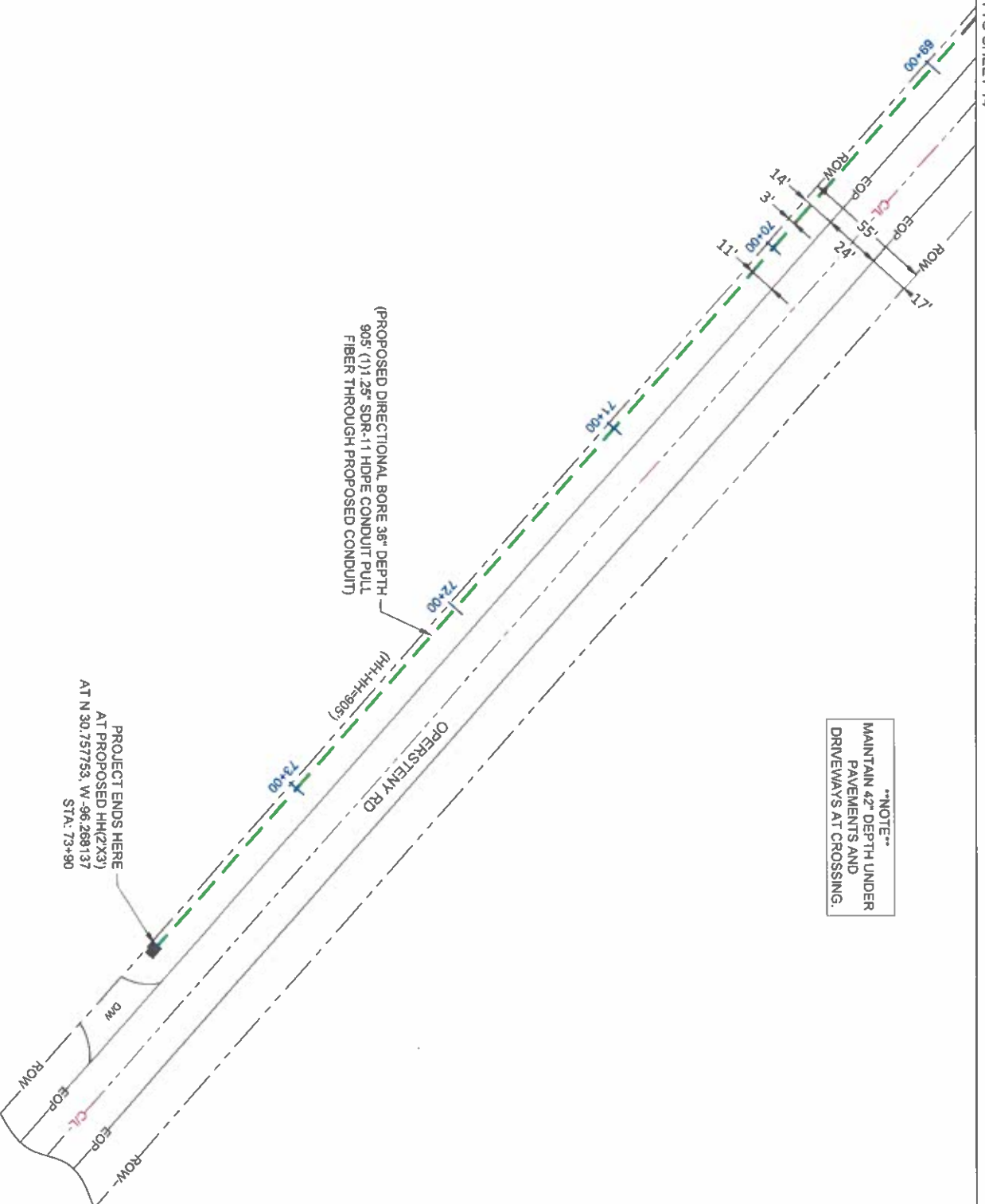
PROPOSED HH(17X30")
AT N 30.759472, W -86.270221
STA. 64+85

PROPOSED DIRECTIONAL BORE 36" DEPTH
905' (1)1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT

****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.

MATCH TO SHEET 15

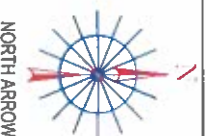
MATCH TO SHEET 14



****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.

(PROPOSED DIRECTIONAL BORE 38" DEPTH
905' (1) 1/2 SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT)

PROJECT ENDS HERE
AT PROPOSED HH(2X3)
AT N 30.757753, W -96.268137
STA. 73+90



SHEET TITLE:
SITE PLAN

PERMIT # 5357448

ADDRESS:
3938 OPERSTENY RD, BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

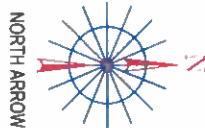
BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE: 1/40

DATE: 05-15-2025

SHEET NO. 15 OF 34



SHEET TITLE:
SITE PLAN

PERMIT # 5357448

ADDRESS:
3838 OPERSTENY RD. BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE: 1"=40'

DATE: 05-15-2025

SHEET NO. 16 OF 34

MATCH TO SHEET 17

PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
255' (1)1.25" SDR-11 HDPE CONDUIT PULL FIBER
THROUGH PROPOSED CONDUIT

PROPOSED FP(1"X1"X13")
AT N 30.770349, W-96.275368
STA: A 07+08
STB: D 00+00

PROJECT ENDS HERE
AT PROPOSED FP(1"X1"X13")
AT N 30.770210, W-96.275205
STA: D 00+72

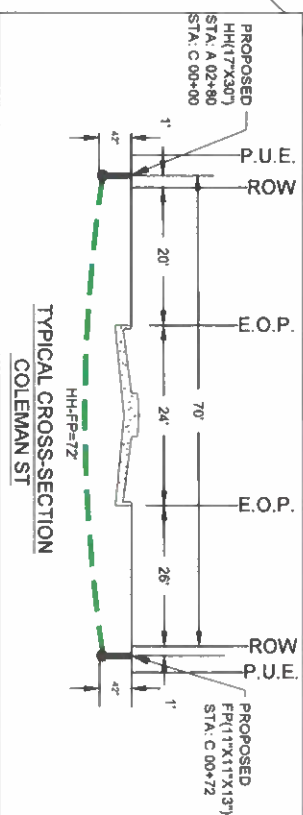
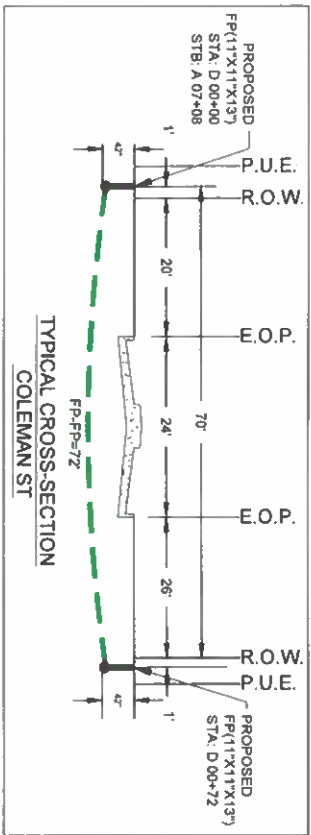
PROPOSED DIRECTIONAL BORE 42" DEPTH
72' (1)1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT

PROPOSED DIRECTIONAL BORE IN PUE 36" DEPTH
427' (1)1.25" SDR-11 HDPE CONDUIT PULL FIBER
THROUGH PROPOSED CONDUIT

PROPOSED DIRECTIONAL BORE 42" DEPTH
72' (1)1.25" SDR-11 HDPE CONDUIT PULL FIBER
THROUGH PROPOSED CONDUIT

PROPOSED HH(1"X30")
AT N 30.769512, W-96.276323
STA: A 02+80
STA: C 00+00

(PROPOSED DIRECTIONAL
BORE IN PUE 36" DEPTH
233' (1)1.25" SDR-11 HDPE
CONDUIT PULL FIBER THROUGH
PROPOSED CONDUIT)

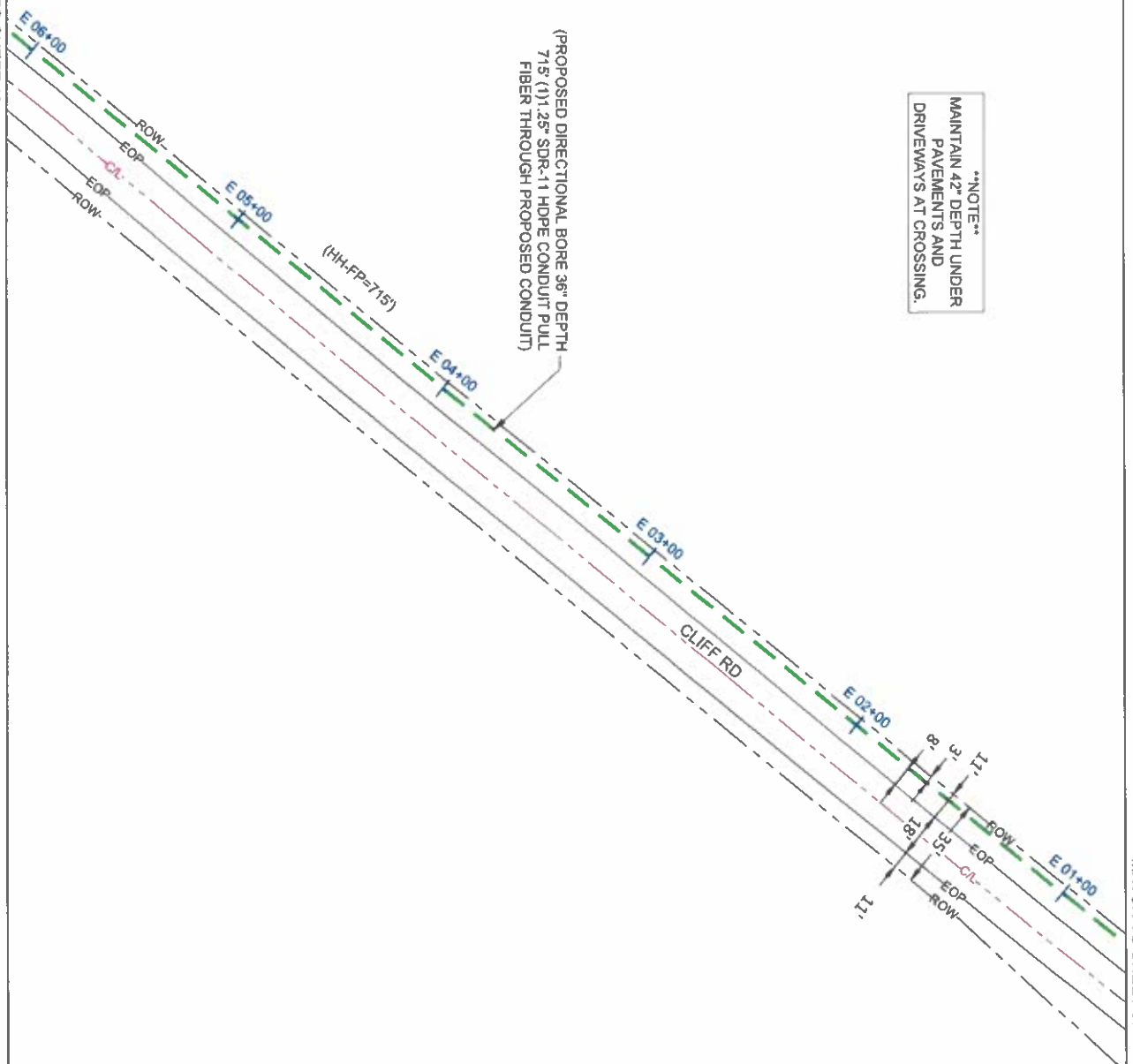


****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.

MATCH TO SHEET 06

MATCH TO SHEET 07

****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.



MATCH TO SHEET 19

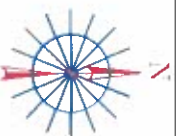


| | |
|----------------|---|
| SHEET TITLE: | |
| SITE PLAN | |
| PERMIT # | 5357448 |
| ADDRESS: | 3938 OPERSTEIN RD, BRYAN, TX 77808, USA |
| PERMIT # | TELECOM PRINT |
| BRAZOS COUNTY | |
| PAPER SIZE: | ARCH B |
| DRAWING SCALE: | 1:40 |
| DATE: | 05-15-2025 |
| SHEET NO. | 18 OF 34 |

MATCH TO SHEET 18

(PROPOSED DIRECTIONAL BORE 36" DEPTH
715' (1) 1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT)

PROPOSED FP(1"X1"X13)
AT N 30.765673 W -96.276308
STA. E 07+15



NORTH ARROW

Frontier
COMMUNICATIONS



SHEET TITLE:

SITE PLAN

PERMIT # 5357448

ADDRESS:
3938 OPERSTERNY RD, BRYAN, TX
77809, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

DATE : 05-15-2025

SHEET NO. 19 OF 34

****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.

PROPOSED DIRECTIONAL BORE 36" DEPTH
630' (1) 1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT

CLIFF RD

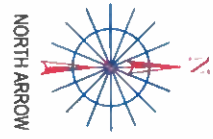
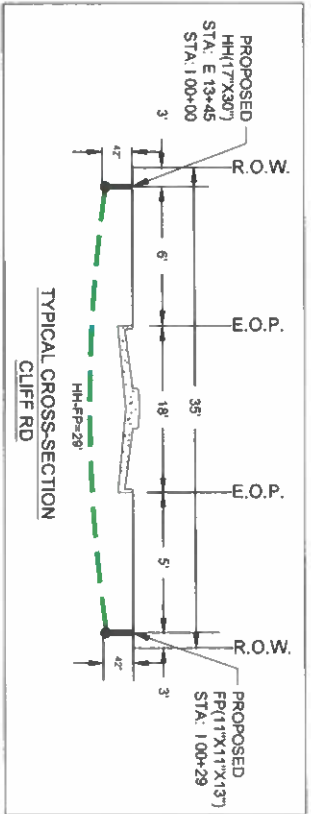
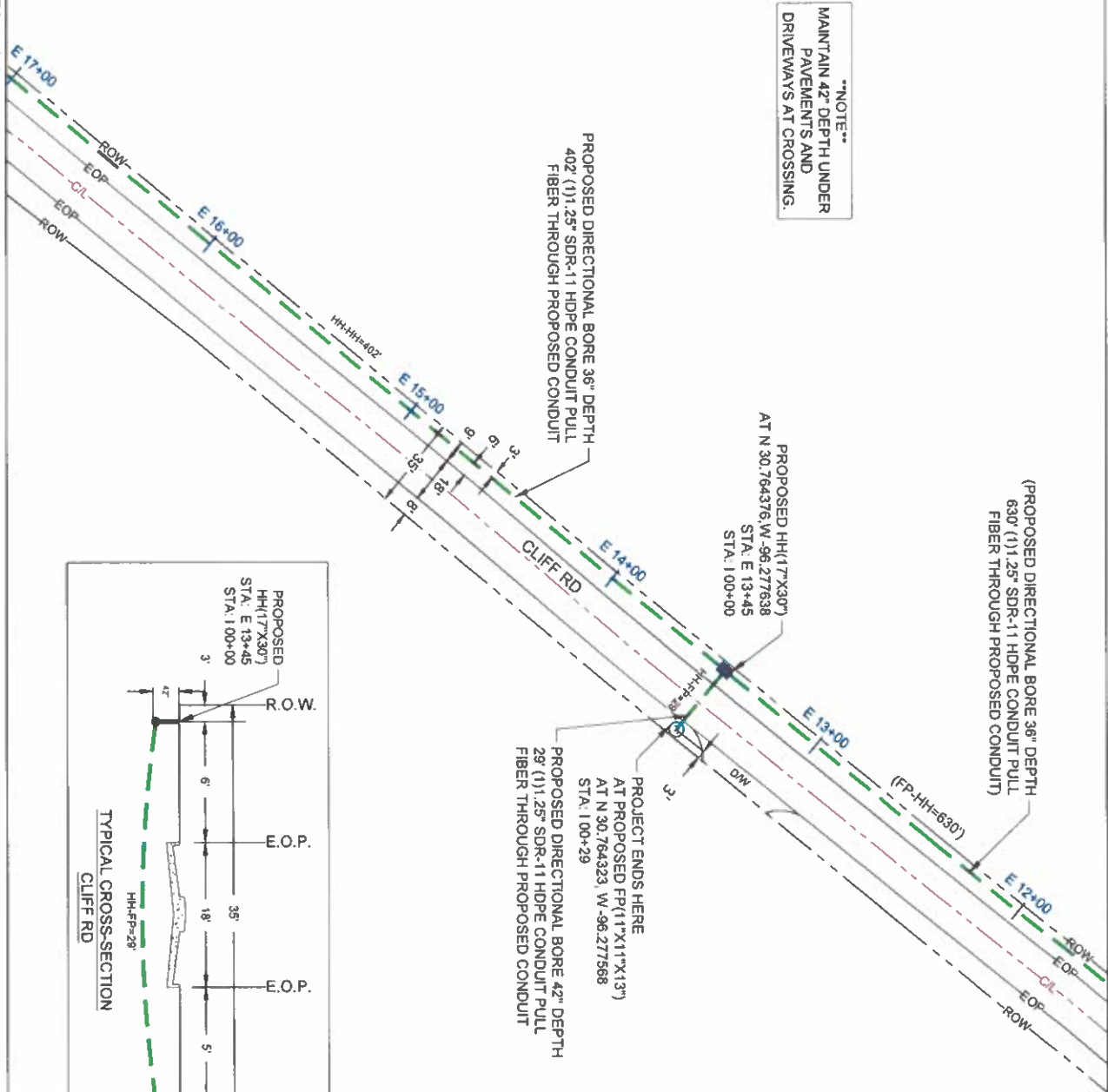
FP-HH=630'

MATCH TO SHEET 20

MATCH TO SHEET 19

NOTE
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.

MATCH TO SHEET 21

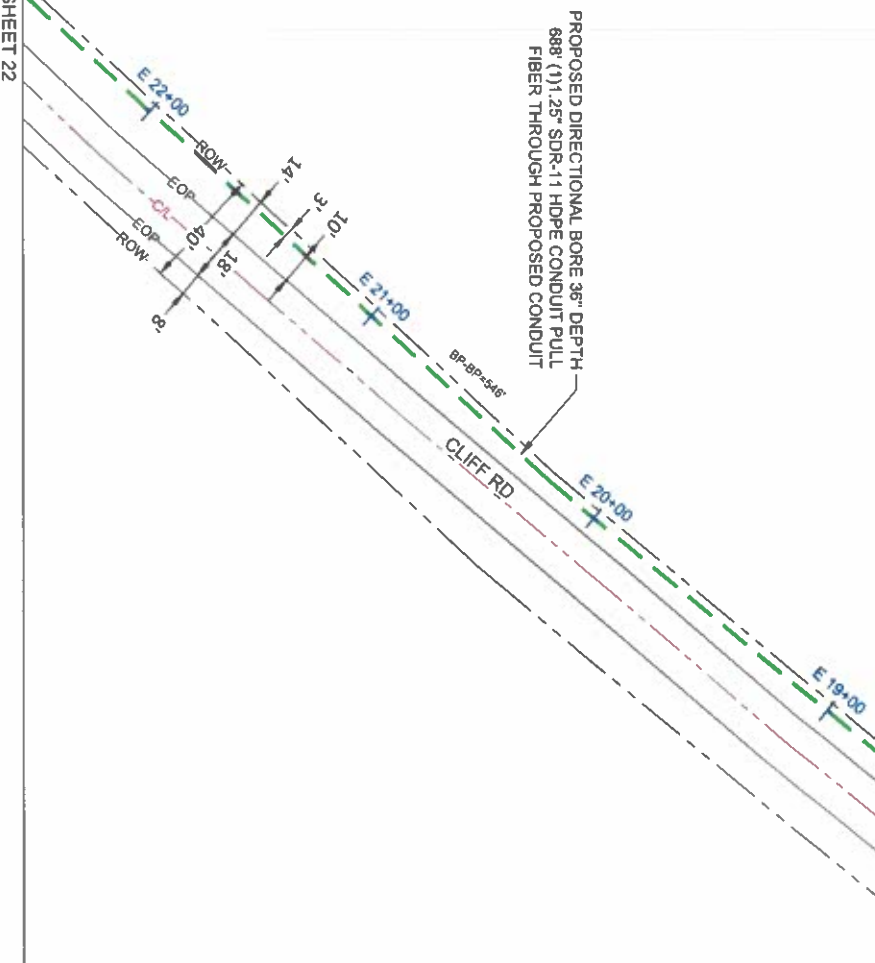


| | |
|------------------------|--|
| SHEET TITLE: | |
| SITE PLAN | |
| PERMIT # | 5357448 |
| ADDRESS: | 3938 OPENSTENTY RD. BRYAN, TX 77808, USA |
| PERMIT # TELECOM PRINT | |
| BRAZOS COUNTY | |
| PAPER SIZE: | ARCH B |
| DRAWING SCALE: | 1"=40' |
| DATE: | 05-15-2025 |
| SHEET NO. | 20 OF 34 |

MATCH TO SHEET 20

(PROPOSED DIRECTIONAL BORE 36" DEPTH
402 (1) 1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT)
PROPOSED HH(17"x30")
AT N 30.783552, W -96.278489
STA: E 17+47

NOTE
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.



MATCH TO SHEET 22

Frontier
COMMUNICATIONS



SHEET TITLE:
SITE PLAN

PERMIT # 5357448

ADDRESS:
3938 OPENSTENTY RD, BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

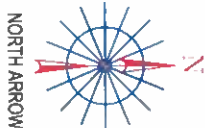
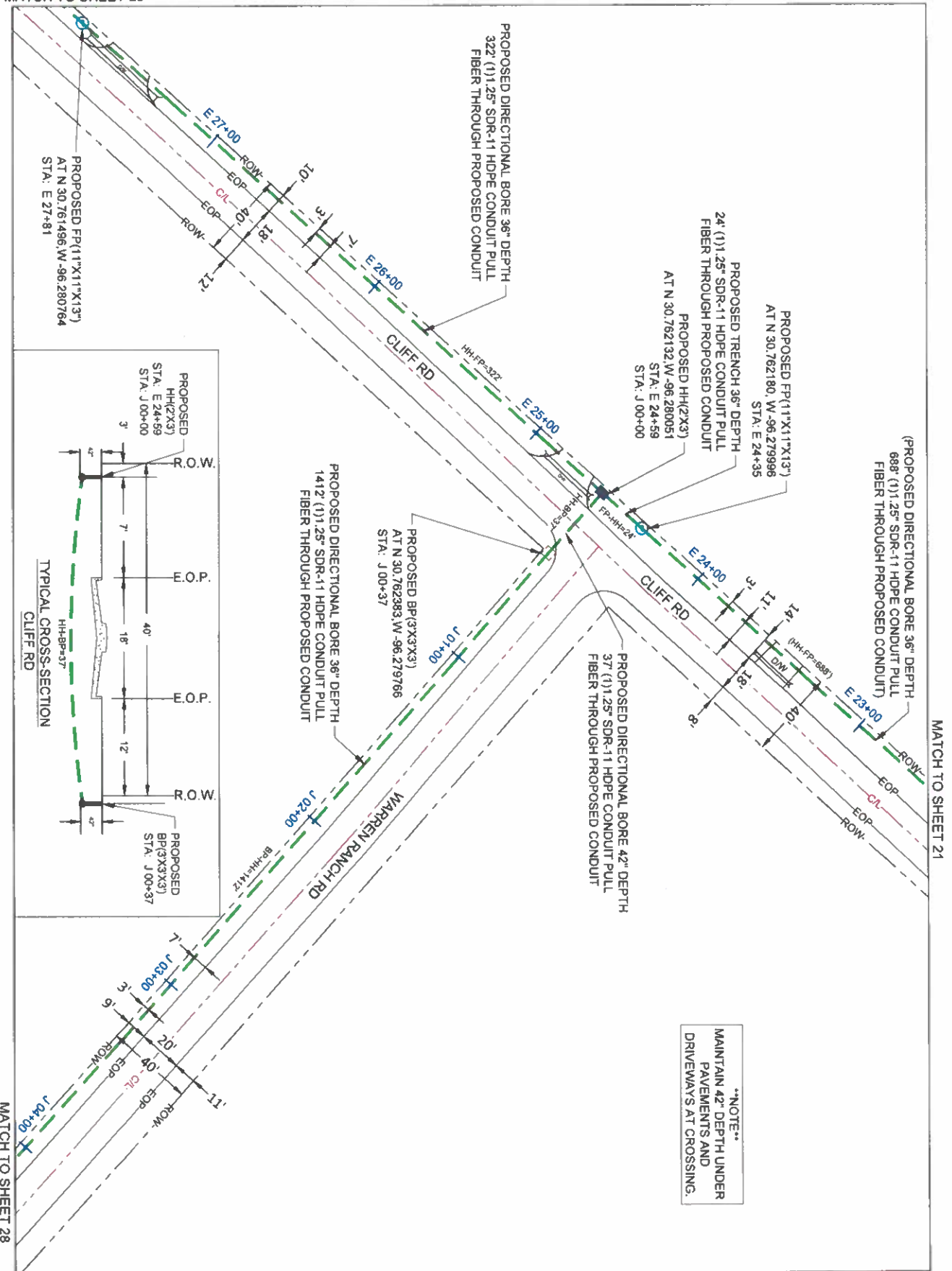
BRAZOS COUNTY

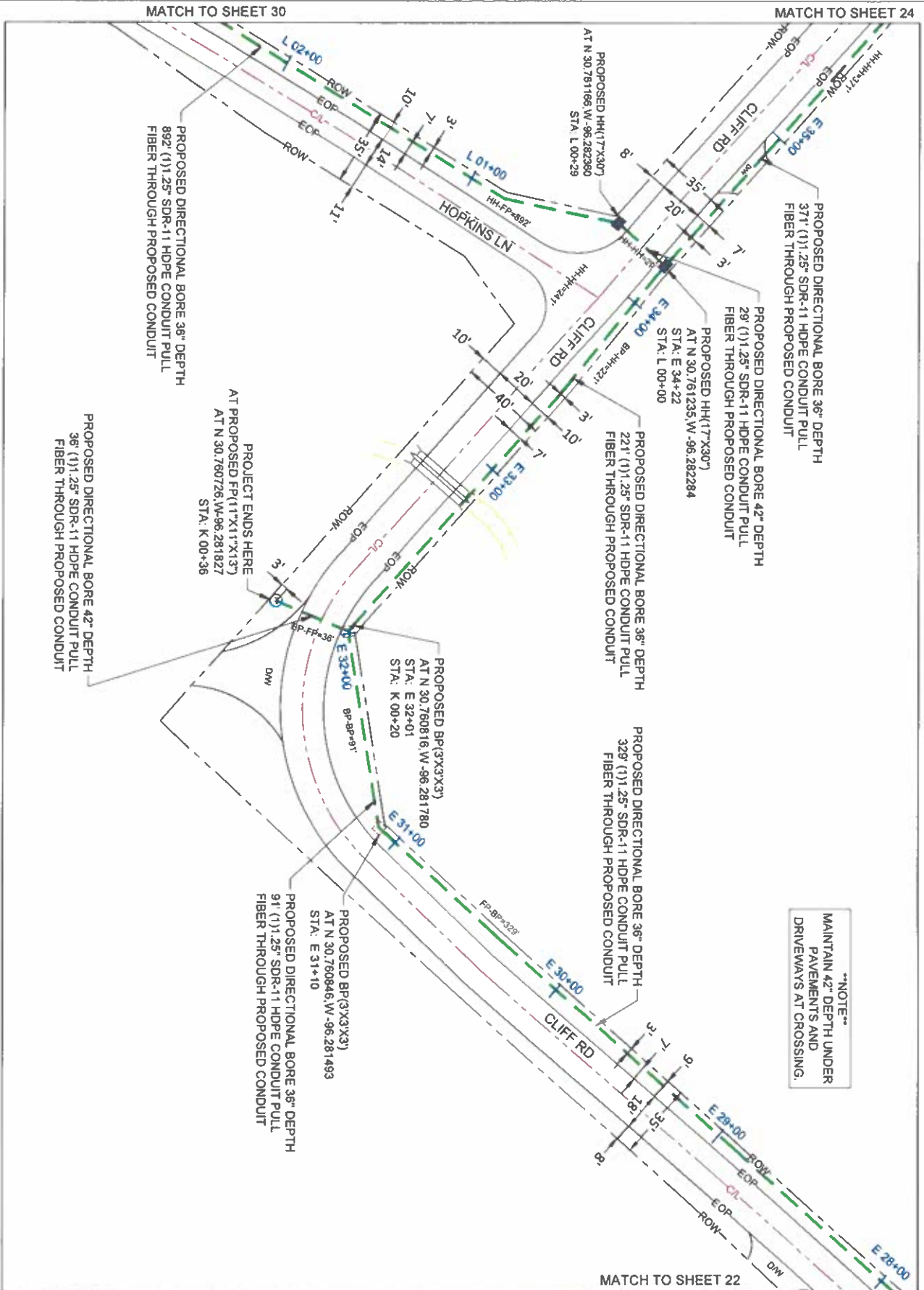
PAPER SIZE: ARCH B

DRAWING SCALE - 1"=40'

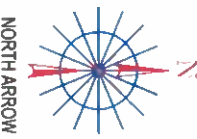
DATE : 05-15-2025

SHEET NO. 21 OF 34





“NOTE”
 MAINTAIN 42" DEPTH UNDER
 PAVEMENTS AND
 DRIVEWAYS AT CROSSING.



| | |
|----------------|---|
| SHEET TITLE: | |
| SITE PLAN | |
| PERMIT # | 5357448 |
| ADDRESS: | 3908 OPERSTEIN RD. BRYAN, TX 77802, USA |
| PERMIT # | TELECOM PRINT |
| BRAZOS COUNTY | |
| PAPER SIZE: | ARCH B |
| DRAWING SCALE: | 1:40 |
| DATE: | 05-15-2025 |
| SHEET NO. | 23 OF 34 |



SHEET TITLE:
SITE PLAN

PERMIT # 5357448

ADDRESS:
3938 OPERSTENY RD, BRYAN, TX
77908, USA

PERMIT # TELECOM PRINT

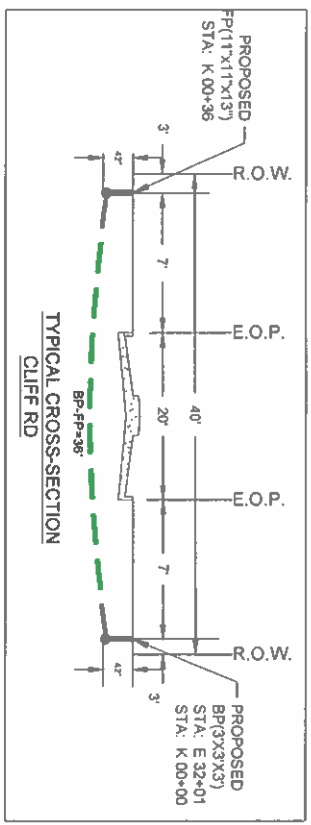
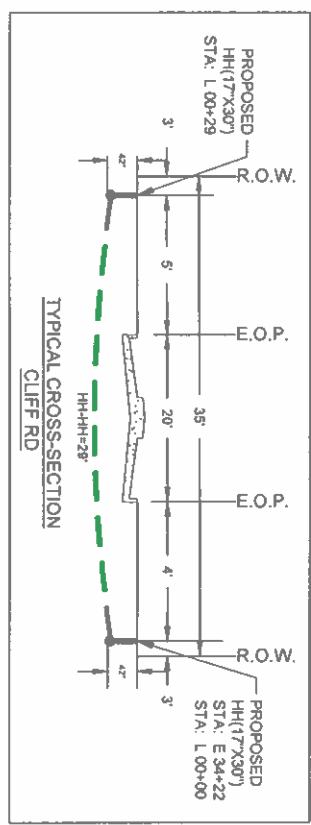
BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

DATE : 05-15-2025

SHEET NO. 23 A OF 34



MATCH TO SHEET 25

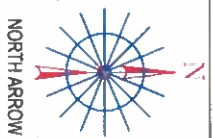
****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.

PROPOSED DIRECTIONAL BORE 36" DEPTH
925' (1) 1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT

PROPOSED HH(17"x30")
AT N 30.761944 W -96.233140
STA. E 37+93

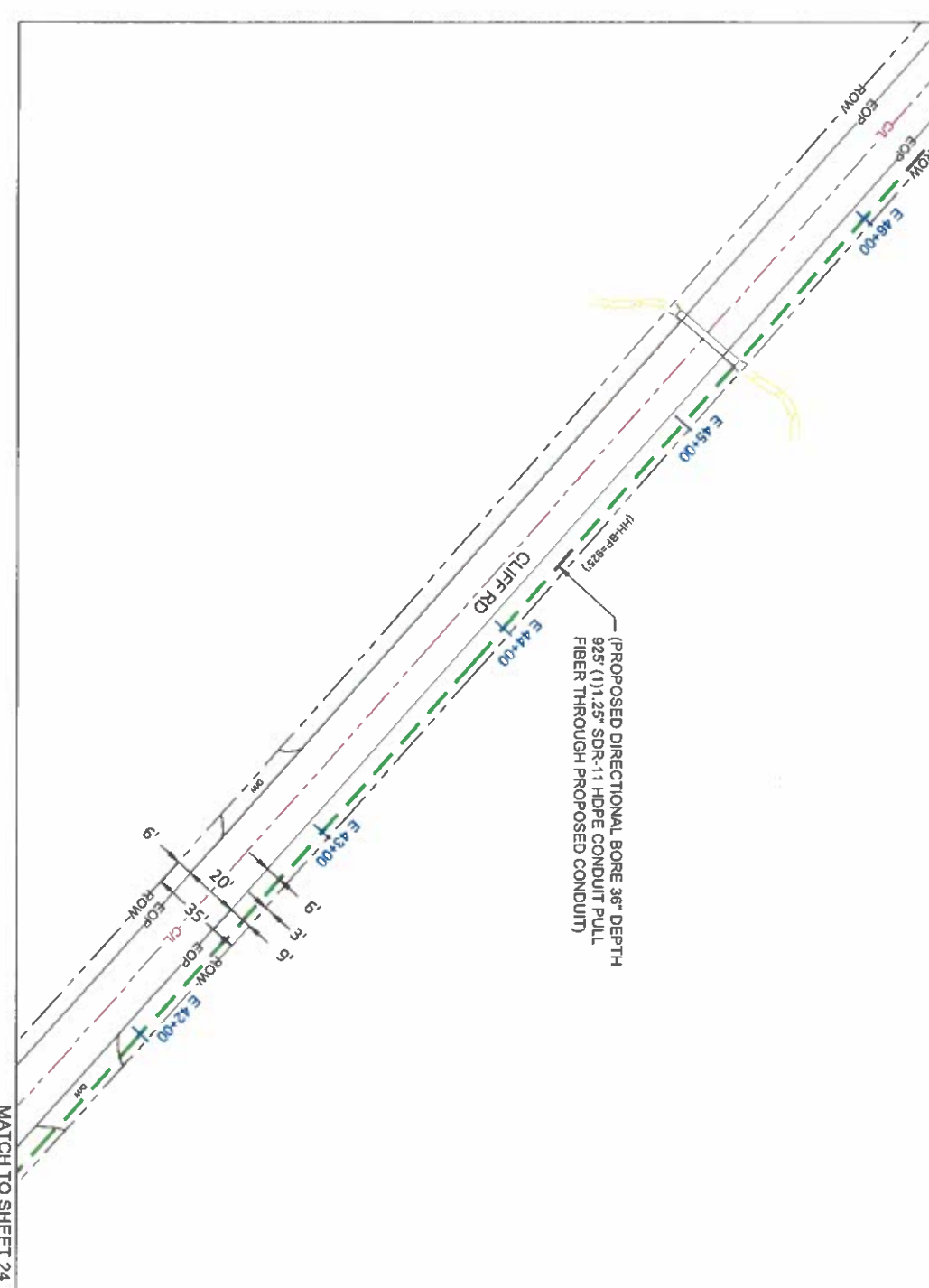
(PROPOSED DIRECTIONAL BORE 36" DEPTH
371' (1) 1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT)

MATCH TO SHEET 23



| | |
|------------------------|---|
| SHEET TITLE: | SITE PLAN |
| PERMIT # | 5357448 |
| ADDRESS: | 3938 OPERSTENY RD. BRYAN, TX 77808, USA |
| PERMIT # TELECOM PRINT | |
| BRAZOS COUNTY | |
| PAPER SIZE: | ARCH B |
| DRAWING SCALE: | 1:40 |
| DATE: | 05-15-2025 |
| SHEET NO. | 24 OF 34 |

MATCH TO SHEET 26



“NOTE”
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.

(PROPOSED DIRECTIONAL BORE 36" DEPTH
925 (1)1.25" SDR-11 HDPE CONDUIT PULL
FIBER THROUGH PROPOSED CONDUIT)

MATCH TO SHEET 24



| | |
|------------------------|---|
| SHEET TITLE: | |
| SITE PLAN | |
| PERMIT # | 5357448 |
| ADDRESS: | 3938 OPERSTENY RD, BRYAN, TX 77808, USA |
| PERMIT # | TELECOM PRINT |
| BRAZOS COUNTY | |
| PAPER SIZE: ARCH B | |
| DRAWING SCALE - 1"=40' | |
| DATE : 05-15-2025 | |
| SHEET NO. 25 OF 34 | |



**Know what's below.
Call before you dig.**

PERMIT # 5357448

ADDRESS:
3938 OPERSTENY RD, BRYAN, TX
77808, USA

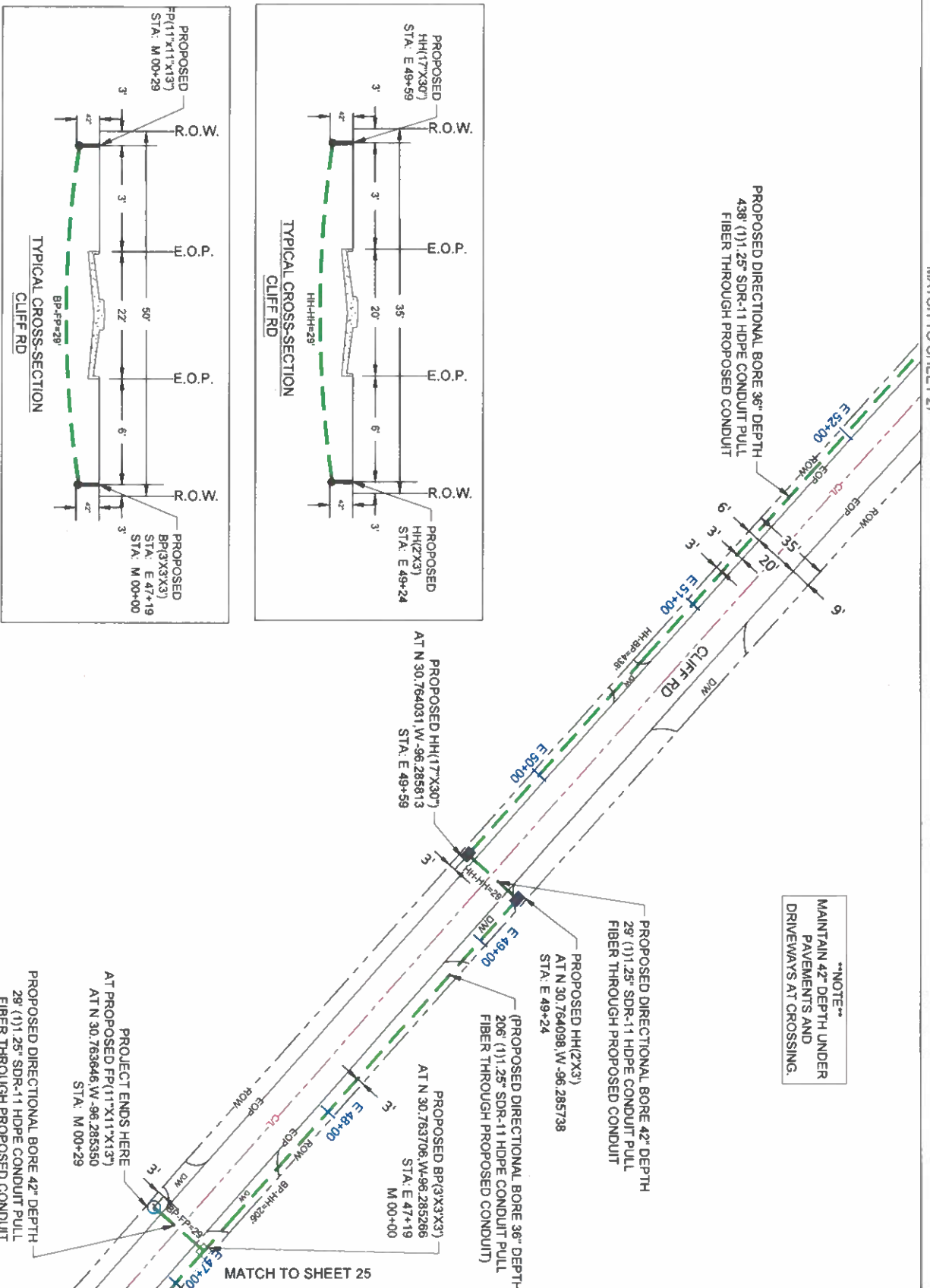
PERMIT # TELECOM PRINTT

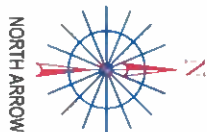
Brazos County

PAPER SIZE: ARCH B

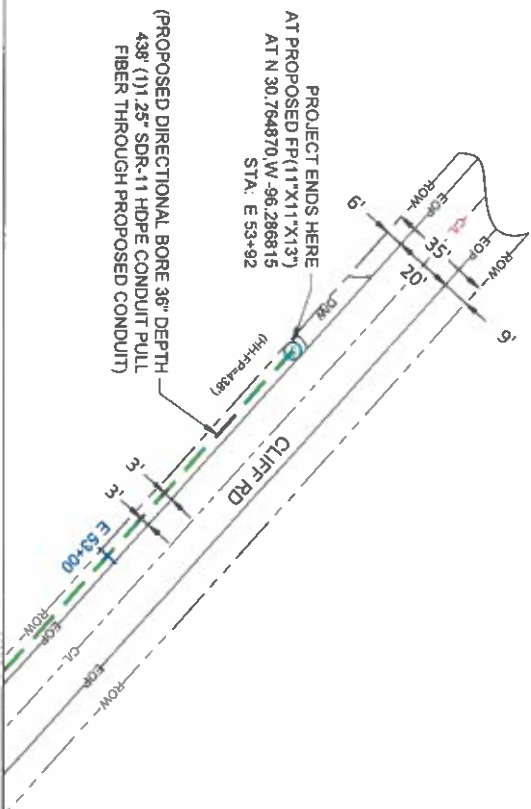
DRAWING SCALE - 1:40

SHEET NO. 28 OF 34





****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.



SHEET TITLE:
SITE PLAN

PERMIT # 5357448

ADDRESS:
3938 OPERSTENY RD, BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE - 1"=40'

DATE : 05-15-2025

SHEET NO. 27 OF 34

MATCH TO SHEET 26



SHEET TITLE:
SITE PLAN

PERMIT # 5357448

ADDRESS:
3638 OPERSTENY RD, BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

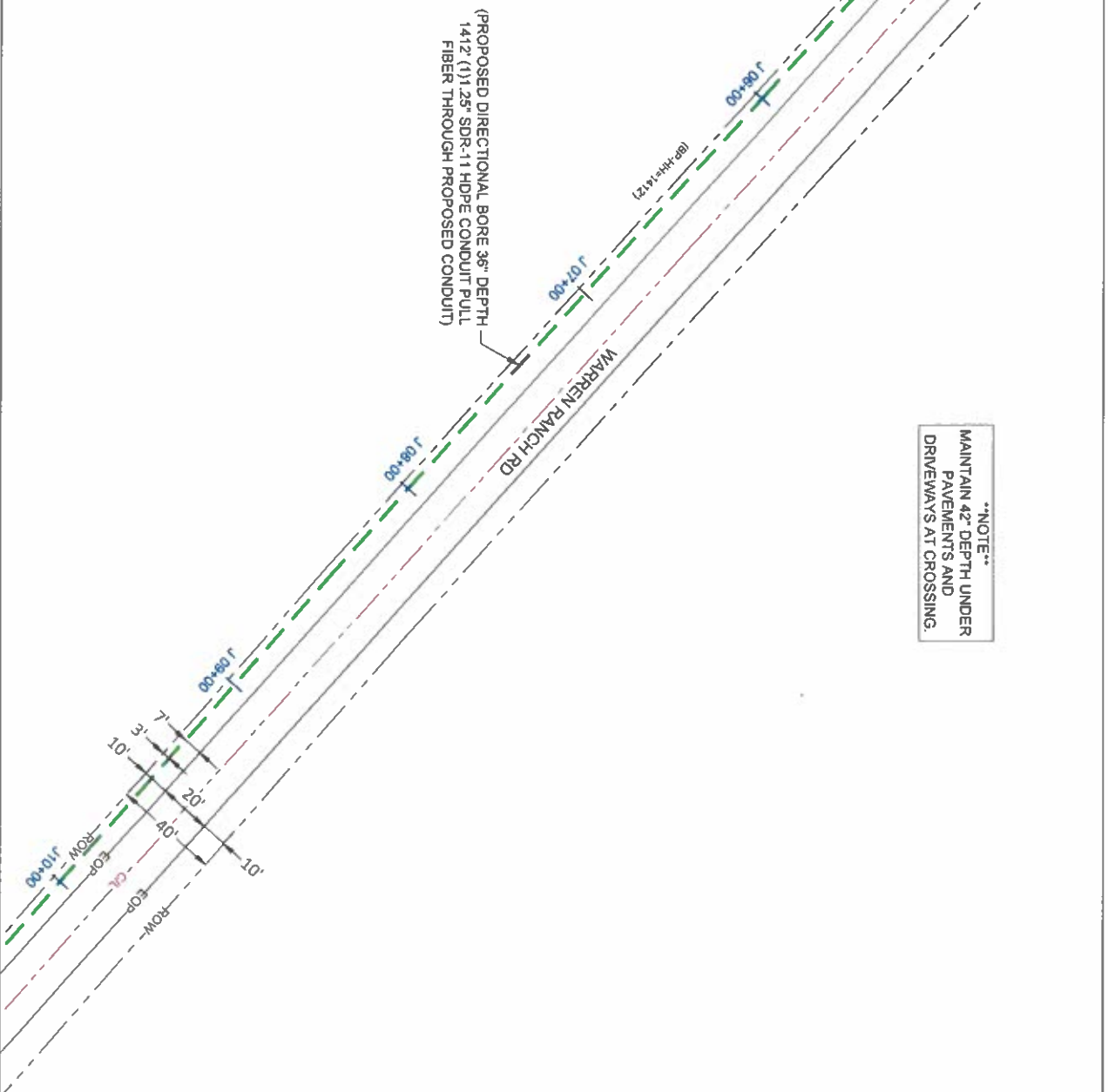
Brazos County

PAPER SIZE: ARCH B

DRAWING SCALE - 1:40

DATE : 05-15-2025

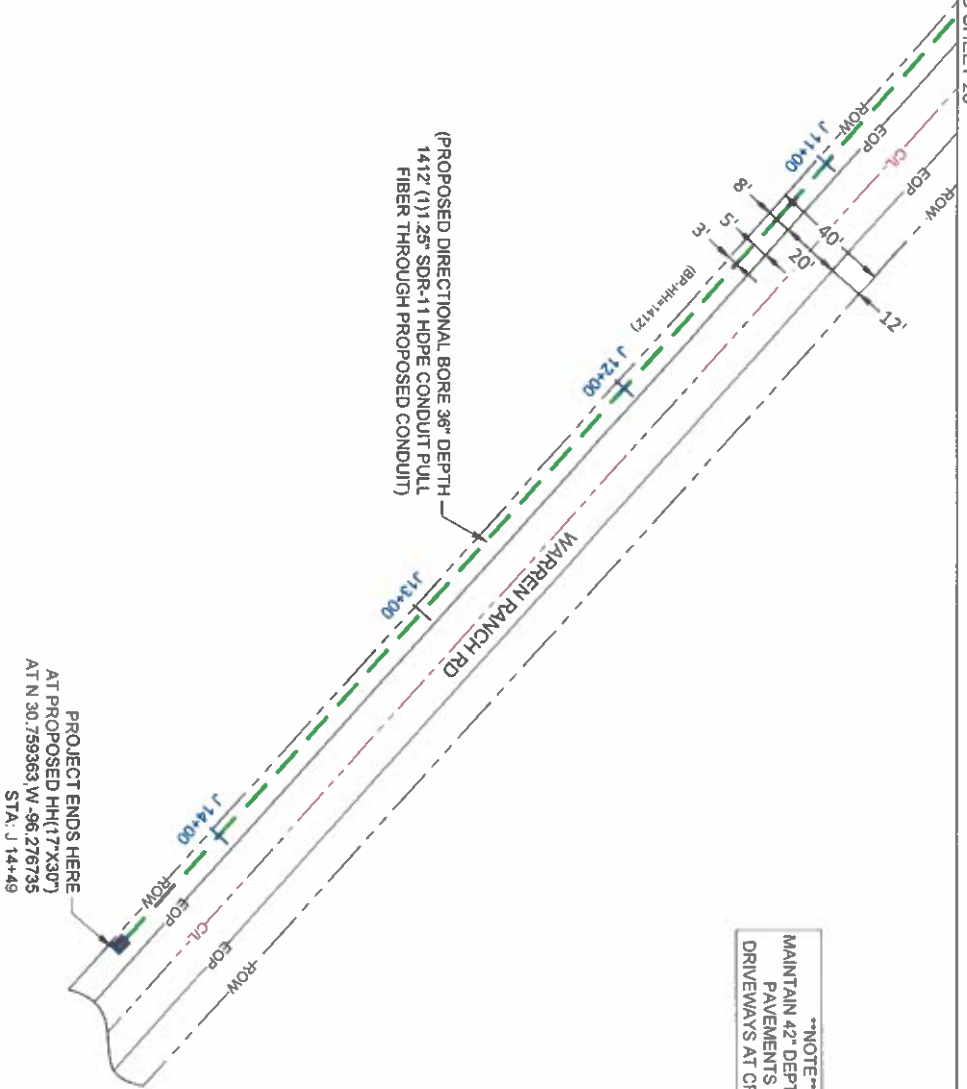
SHEET NO. 28 OF 34



****NOTE****
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.

MATCH TO SHEET 29

MATCH TO SHEET 28



NOTE:
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.



| | |
|------------------------------|---------------|
| SHEET TITLE: | |
| SITE PLAN | |
| PERMIT # | 5357448 |
| ADDRESS: | |
| 3938 OPERSTENY RD, BRYAN, TX | |
| 77908, USA | |
| PERMIT # | TELECOM PRINT |
| BRAZOS COUNTY | |
| PAPER SIZE: ARCH B | |
| DRAWING SCALE - 1/40 | |
| DATE : 05-15-2025 | |
| SHEET NO. 29 OF 34 | |

****NOTE****
 MAINTAIN 42" DEPTH UNDER
 PAVEMENTS AND
 DRIVEWAYS AT CROSSING.

(PROPOSED DIRECTIONAL BORE 36" DEPTH
 892 (1) 1/2 SDR-11 HDPE CONDUIT PULL
 FIBER THROUGH PROPOSED CONDUIT)

MATCH TO SHEET 31

MATCH TO SHEET 23



SHEET TITLE:
SITE PLAN

PERMIT # 5357448

ADDRESS:
 3938 OPERSTENY RD, BRYAN, TX
 77808, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

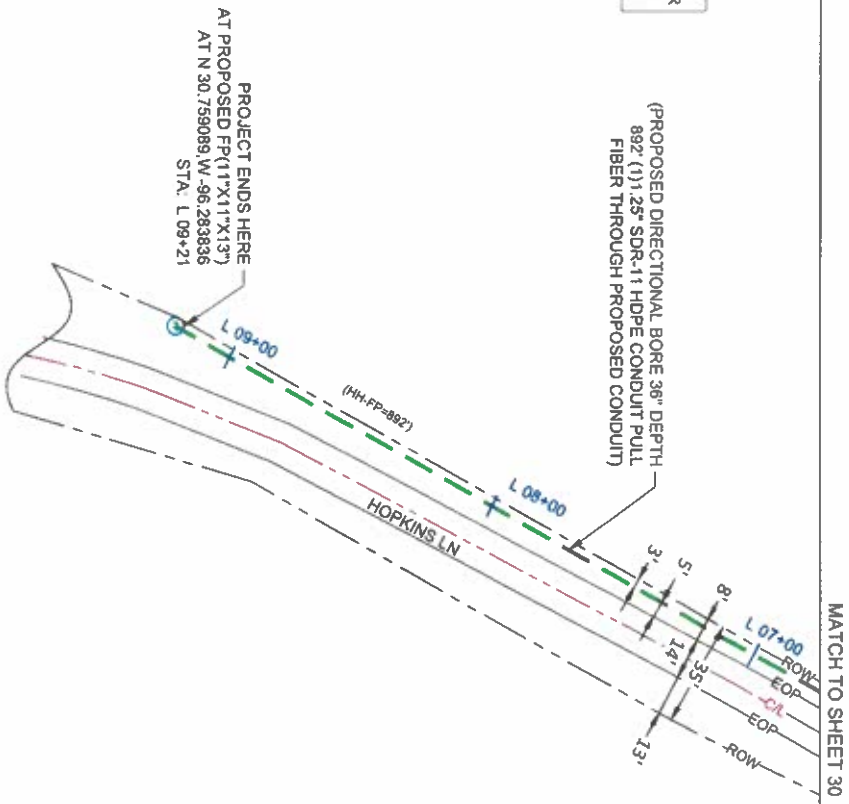
PAPER SIZE: ARCH B

DRAWING SCALE - 1/40

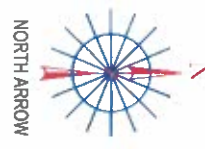
DATE 05-15-2025

SHEET NO. 30 OF 34

NOTE:
MAINTAIN 42" DEPTH UNDER
PAVEMENTS AND
DRIVEWAYS AT CROSSING.



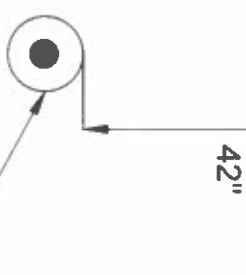
MATCH TO SHEET 30



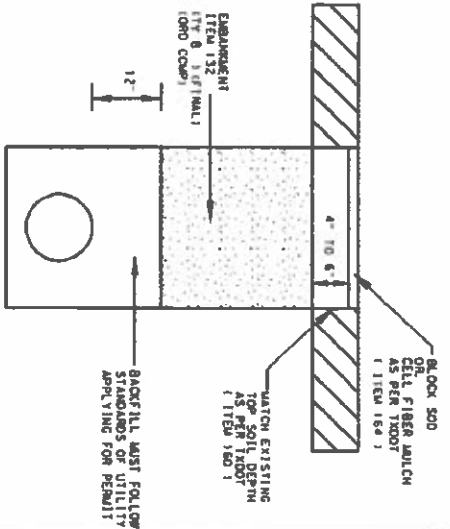
| |
|--|
| SHEET TITLE: |
| SITE PLAN |
| PERMIT # 5357448 |
| ADDRESS: 3938 OPERSTENY RD, BRYAN, TX 77808, USA |
| PERMIT # TELECOM PRINT |
| BRAZOS COUNTY |
| PAPER SIZE: ARCH B |
| DRAWING SCALE - 1:40 |
| DATE : 05-15-2025 |
| SHEET NO. 31 OF 34 |



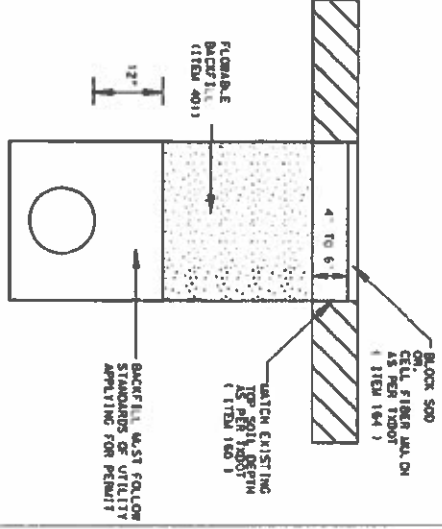
BORE DETAIL (PAVEMENT)



TRENCH DETAIL (NON PAVEMENT)

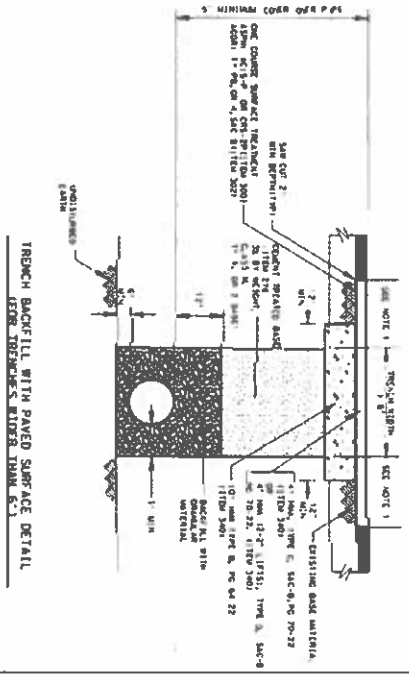


TRENCH DETAIL (NON PAVEMENT)

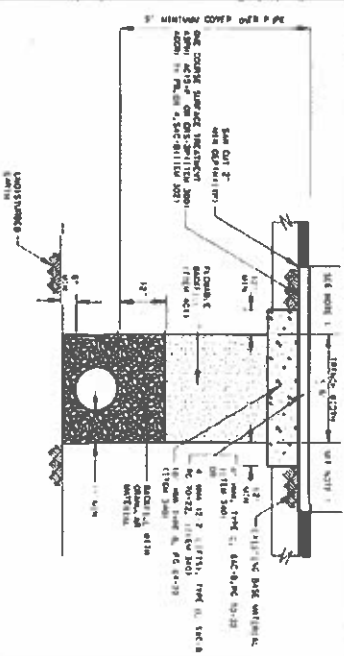


NOTES:
- PIPE 30" OR LESS DIA. 1" FROM DIA. OF PIPE TO EXISTING WALLS
- PIPE 30" OR GREATER DIA. 2" FROM DIA. OF PIPE TO EXISTING WALLS

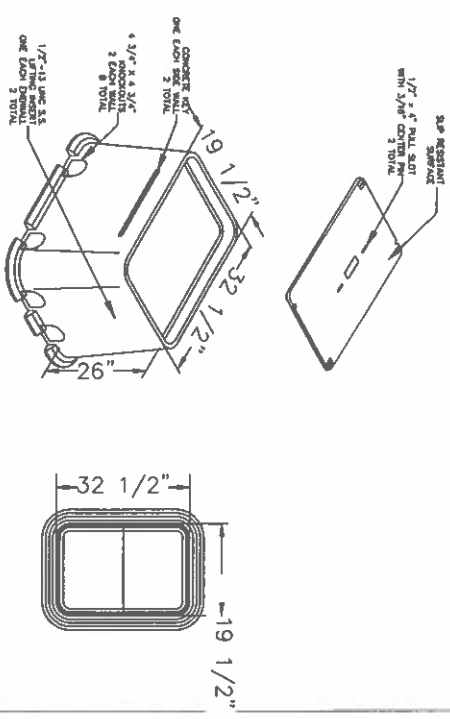
NOTES:
1. LIMITS OF HMA FINAL SURFACE SHALL BE AS SHOWN ON PLANS BUT NOT LESS THAN 2' MIN.



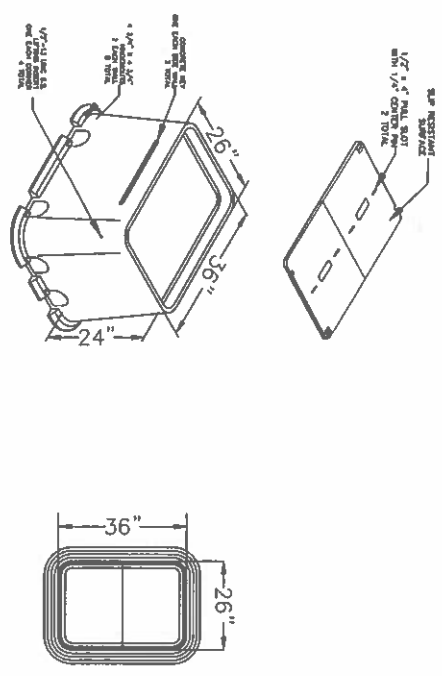
TRENCH BACKFILL WITH PAVED SURFACE DETAIL



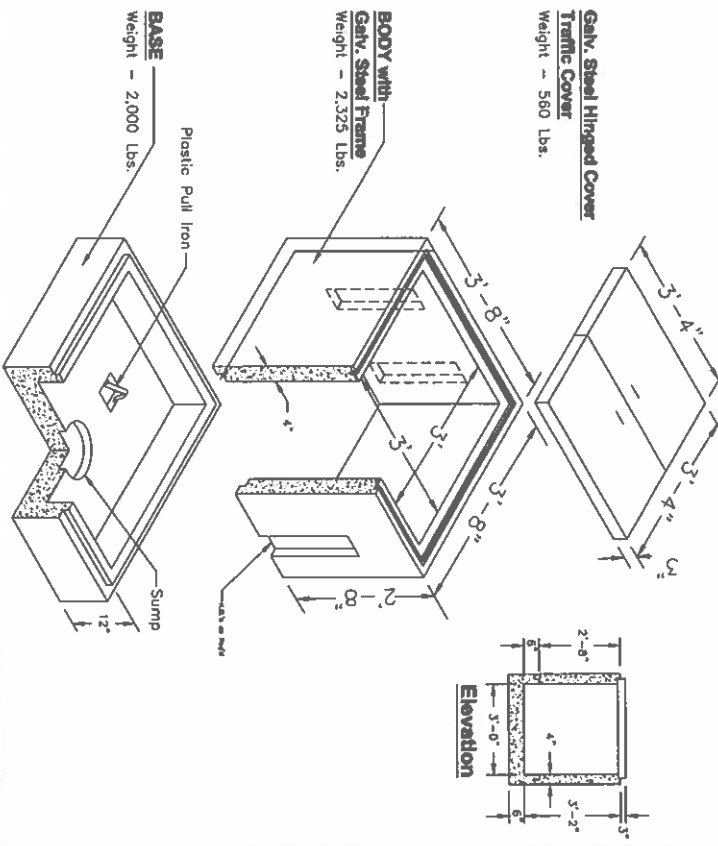
17" X 30" X 26" HANDHOLE DETAILS



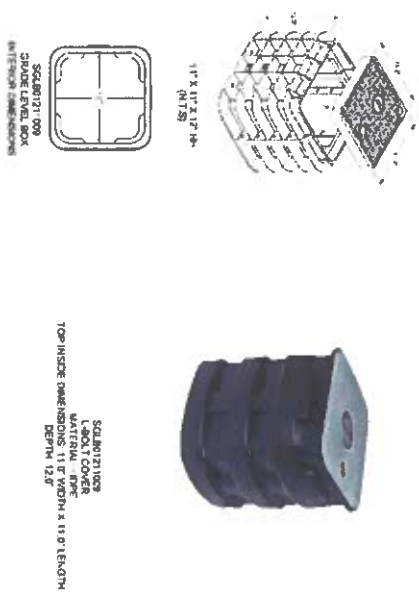
24" X 36" X 26" HANDHOLE DETAILS



3' X 3' HANDHOLE DETAILS



TYPICAL FLOWER POT BOX DETAIL





SHEET TITLE:

STANDARD TCP

PERMIT # 5357448

ADDRESS:
3938 OPERSTENY RD, BRYAN, TX
77808, USA

PERMIT # TELECOM PRINT

BRAZOS COUNTY

PAPER SIZE: ARCH B

DRAWING SCALE

HORZ: HANA

VERT: VANA

SHEET NO. 34 OF 34

LEGEND

| | | | |
|--|--------------------|--|--------------------------------|
| | Type 3 Bar Code | | Chrome / Zining Device |
| | Heavy Work Vehicle | | Truck Mounted Attenuator (TMA) |
| | Traffic Light | | Flashing Arrow Board |
| | Sign | | Traffic Flow |

| Speed (mi/hr) | Stopping Distance (ft) | Minimum Sight Distance (ft) | Recommended Sign Spacing (ft) | Recommended Stopping Distance (ft) |
|---------------|------------------------|-----------------------------|-------------------------------|------------------------------------|
| 10 | 10 | 10 | 10 | 10 |
| 20 | 20 | 20 | 20 | 20 |
| 30 | 30 | 30 | 30 | 30 |
| 40 | 40 | 40 | 40 | 40 |
| 50 | 50 | 50 | 50 | 50 |
| 60 | 60 | 60 | 60 | 60 |
| 70 | 70 | 70 | 70 | 70 |
| 80 | 80 | 80 | 80 | 80 |
| 90 | 90 | 90 | 90 | 90 |
| 100 | 100 | 100 | 100 | 100 |
| 110 | 110 | 110 | 110 | 110 |
| 120 | 120 | 120 | 120 | 120 |
| 130 | 130 | 130 | 130 | 130 |
| 140 | 140 | 140 | 140 | 140 |
| 150 | 150 | 150 | 150 | 150 |

TYPICAL USAGE

| Mobile | Station | Station | Station | Station |
|---------|---------|---------|---------|---------|
| Mobile | Station | Station | Station | Station |
| Station | Station | Station | Station | Station |
| Station | Station | Station | Station | Station |

- GENERAL NOTES**
1. Flagger stationed to signs and signs, or as required.
 2. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 3. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 4. Flagger should use proper methods of communication to control traffic.
 5. Length of work space should be based on the ability of flagger to communicate.
 6. In absence of the crew or crew supervisor without observation of traffic or quality of the work, if a crew is not present at the road or work condition relative to the traffic control vehicle and the work, the R-2 "YIELD" sign should be used to control traffic.
 7. Additional shoulder vehicles with TMA may be positioned off the paved surface, next to the work zone.
 8. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 9. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 10. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 11. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 12. Flagger should use 24" STOP/SLOW paddles to control traffic. Flagger should be limited to emergency situations.

Traffic Department of Transportation

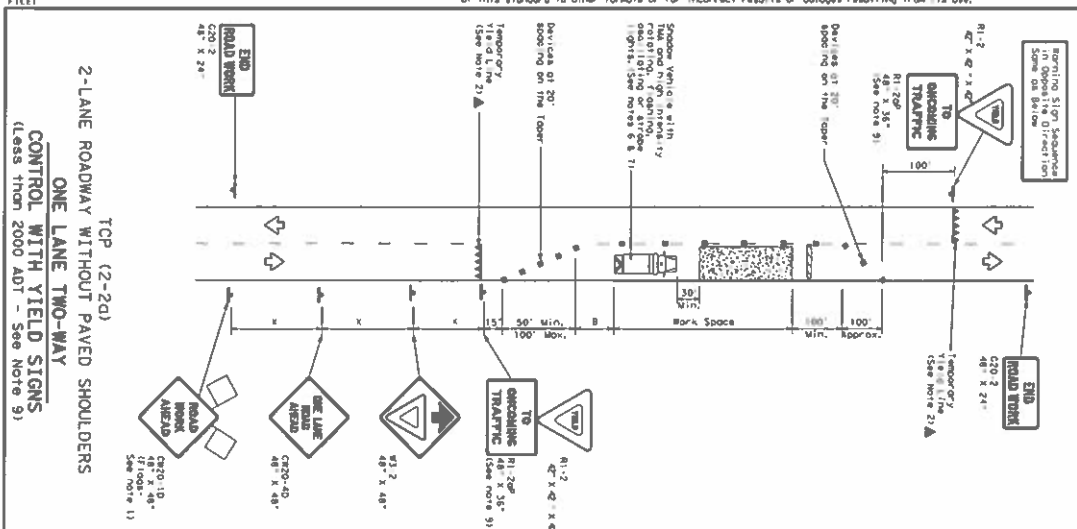
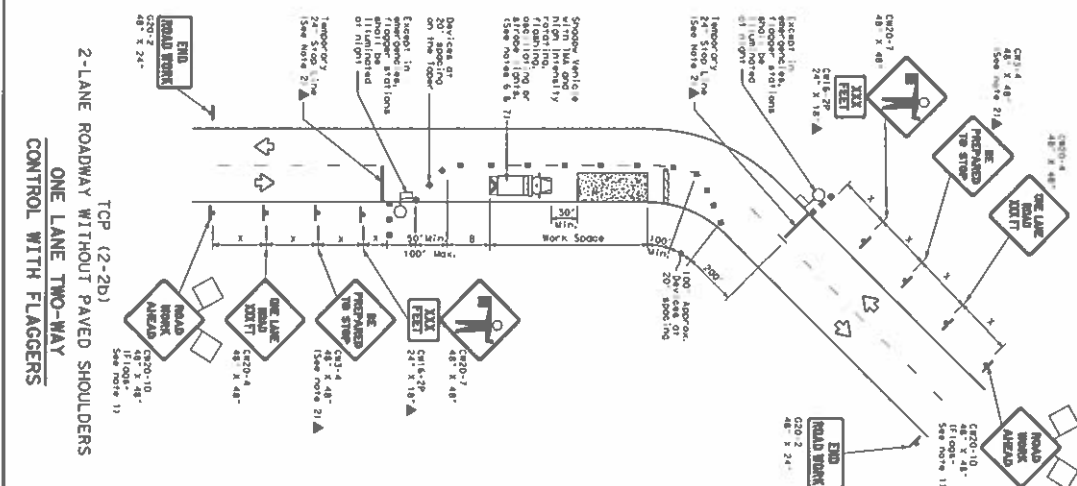
TRAFFIC CONTROL PLAN

ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP (2-2) - 18

| | | | |
|------|-----------|----|-----|
| DATE | 4-18-2018 | BY | WJL |
| DATE | 4-18-2018 | BY | WJL |

- TCP (2-2b)**
1. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 2. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 3. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 4. Flagger should use proper methods of communication to control traffic.
 5. Length of work space should be based on the ability of flagger to communicate.
 6. In absence of the crew or crew supervisor without observation of traffic or quality of the work, if a crew is not present at the road or work condition relative to the traffic control vehicle and the work, the R-2 "YIELD" sign should be used to control traffic.
 7. Additional shoulder vehicles with TMA may be positioned off the paved surface, next to the work zone.
 8. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 9. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 10. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 11. The R-2 "YIELD" sign should be used on projects with approaches that have adequate sight distance. For projects in urban areas, such space should be no longer than 400 feet.
 12. Flagger should use 24" STOP/SLOW paddles to control traffic. Flagger should be limited to emergency situations.



DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. *General Requirements*

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. *Safety Requirements*

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. *Traffic Control Plan*

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.
3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths -- utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0-2 feet, nominally 1'
 - Phone – 2-4 feet, nominally 3'
 - Gas – 4-6 feet, nominally 5'
 - Cable – 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;

- b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. All disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. No side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or designated representative and a permit has been obtained.

G. Relocation of utilities:

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

| Type of Pipeline | Depth (below deepest ditch grade) | Special Requirements |
|-------------------------|--|---|
| Encased Pipe | Less than 10' | Must be covered with concrete pad at least 36" deep |
| Encased Pipe | Greater than 10' | No concrete pad required |
| Non-Cased Pipe | Less than 10' | Must be covered with concrete pad at least 48" deep |
| Non-Cased Pipe | Greater than 10' | No concrete pad required |

The Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval of expenditure journal entry for Brazos County's 2nd Quarter Contribution to the Brazos County Health District for Fiscal Year 2024-2025 in the amount of \$119,507.25.

TO: Commissioners Court

DATE: 05/16/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: General Funds

NOTES/EXCEPTIONS: This is the 2nd payment of 4 quarterly payments for FY2025 per our cooperative agreement with the Brazos County Health District. Since Brazos County provides accounting and treasury services for the Health District, the recording of this contribution is an accounting journal entry.

ATTACHMENTS:

File Name

Description

Type

[BC_FY25_Invoice.pdf](#)

Invoice

Backup Material

[2010-01-30 Public Health District Cooperative Agreement.pdf](#)

Cooperative Agreement Brazos County Health District

Backup Material




**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 5/27/2025
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| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|---|---|-----------------|
| BC_FY25_Invoice.pdf | Invoice | Backup Material |
| 2010-01-30_Public_Health_District_Cooperative_Agreement.pdf | Cooperative Agreement Brazos County Health District | Backup Material |

APPROVED


Duane Peters
County Judge

5/27/25
Date



Brazos County Health District



INVOICE

Brazos County
Attn: Brian Pratt
200 S. Texas Ave., Ste 218
Bryan, Texas 77803

Mail Remittance to:
Brazos County Treasurer
200 So. Texas Ave., Suite 240
Bryan, Texas 77803

INVOICE DATE:

10/1/2024

INVOICE NUMBER:

BC0001-25

DESCRIPTION:

Brazos County's annual contribution, for fiscal year 2024-2025, in accordance with the Brazos County Public Health District Cooperative Agreement.

AMOUNT DUE:

\$478,029.00 (payable in 12 equal installments or at the District Member's election, quarterly)

Please make check(s) payable to: Brazos County Health District

The Brazos County Health District operates under the umbrella of Brazos County Board of Health and is dedicated to providing quality preventative, educational and professional health services, which protect and improve the health of the entire community.



Brazos County Health District



Public Health
Prevent. Promote. Protect.

INVOICE

Brazos County
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200 S. Texas Ave., Ste 218
Bryan, Texas 77803

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478,029.00 ÷
4 =
119,507.25*

BRAZOS COUNTY PUBLIC HEALTH DISTRICT COOPERATIVE AGREEMENT

This Agreement is entered into as of October 1, 2009, by and between the Cities of Bryan, Texas; College Station, Texas; and Brazos County, Texas.

WHEREAS, by Cooperative Agreement dated August 31, 1984, the Cities of Bryan, Texas, College Station, Texas and the County of Brazos, State of Texas (hereinafter referred to collectively as the "Parties") created the Brazos County Health District, commonly known as the Brazos County Health Department, pursuant to the Texas Health and Safety Code §121.041; and

WHEREAS, the Members govern the District through a "Cooperative Agreement;" and

WHEREAS, the Cooperative Agreement was last revised and readopted by the Members in 1995; and

WHEREAS, the Members have determined that the Cooperative Agreement again needs to be amended and restated to reflect current practices and to clarify certain provisions.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that for and in consideration of mutual benefits herein expressed, the receipt of sufficiency is hereby acknowledged, the Members of the District do hereby amend and restate the Cooperative Agreement providing for the operation and maintenance of the Brazos County Health District in accordance with the following:

I. DEFINITIONS

ACT means the Local Public Health Reorganization Act; Texas Health and Safety Code, Chapter 121.

BOARD MEMBER means a person appointed by a District Member to serve on the Board of Health.

DIRECTOR means the chief administrative officer of the Brazos County Health District.

DISTRICT MEMBER means a municipality, a county, or other governmental entity which is a full participant in the Health District. Unless otherwise specifically stated herein, the use of the term District Member refers to the class of members defined as a Full District Member.

HEALTH AUTHORITY means the physician who is to administer state and local laws relating to public health.

HEALTH DISTRICT (hereinafter sometimes referred to as the "District") means the Brazos County Health District created hereby and established under Subchapter E, Chapter 121, Texas

Health and Safety Code to perform any public health function that any of its District Members may perform, unless otherwise restricted by law.

BRAZOS COUNTY BOARD OF HEALTH (hereinafter sometimes referred to as "Board" or "Board of Health") means the Brazos County Health District's administrative board of directors appointed by the District Members to govern the operation of the District.

PHYSICIAN means a person licensed to practice medicine by the Texas State Board of Medical Examiners.

PUBLIC HEALTH SERVICES means those services provided by or performed by the Health District, including but not limited to, laboratory services, clerical services, community health services, environmental health services, educational services and accounting.

II. HEALTH DISTRICT

2.1. **Establishment.** This Agreement continues the operation of a public health district heretofore established pursuant to Chapter 121 of the Texas Health and Safety Code, Subchapter E Public Health Districts. The health district is known as the Brazos County Health District (hereinafter "Health District").

2.2. **Membership.** The Health District shall have two classes of members: Full District Members and Limited Members. Full District Membership is open to Brazos County, Texas and municipalities located in Brazos County, Texas. Limited Membership is open to school districts and institutions of higher education located in Brazos County, Texas. Full District Members shall have voting rights as more fully described in Section 3.6 hereof. Limited Members shall have the right to send one representative to Board of Health meetings and participate in any discussions at said meetings. Limited Members shall not have the right to vote.

2.2.1. **Full membership.** At the time of the Amendment and Restatement of this Agreement, the following governmental entities are admitted as Full District Members:

Brazos County, Texas
City of Bryan, Texas
City of College Station, Texas

2.2.2. **Subsequent admission.** Any governmental entity located in Brazos County, including a school district and institution of higher education, may apply for membership in the Health District. The governing body of each Full District Member shall review the application, and the applicant shall be admitted to the Health District on the same terms available to other existing District Members in a particular class of members, if a majority of the governing body of each Full District Member approves the application.

2.2.2.1. Municipalities, if approved as provided herein, shall be admitted as Full District Members. Before a municipality admitted as a Full District Member after the effective date of this Agreement may exercise any right or privilege

under this Agreement, the municipality must file with the Health District a resolution of its governing body authorizing the execution (by an appropriate municipal official), and agreeing to be bound by the terms of this Agreement. A newly-admitted municipality, together with the existing District Members shall execute an addendum which shall become a part of this Agreement.

- 2.2.2.2. School districts and institutions of higher education, if approved as provided herein, may only be admitted as Limited Members. Before a school district or institution of higher education, admitted as a Limited District Member after the effective date of this Agreement, may exercise any right or privilege under this Agreement, the school district or institution of higher education must file with the Health District a resolution of its school Board of Trustees or Board of Regents authorizing the execution (by an appropriate official) and agreeing to be bound by the terms of this Agreement. A newly-admitted school district or institution of higher education, together with the existing District Members, shall execute an addendum which shall become a part of this Agreement.

2.3 **Expulsion and Withdrawal of District Member.**

- 2.3.1 **Withdrawal.** Any District Member may withdraw from the District upon the unanimous vote of such withdrawing District Member's governing body. Notwithstanding the above, any District Member shall be deemed to have withdrawn upon the failure of the District's governing body to appropriate funds for the Health District. Should a District Member be deemed to have withdrawn as stated above, the District shall give written Notice of such withdrawal to the County Judge or City Manager, as appropriate, with an opportunity to cure such failure to contribute within thirty (30) days of the date of such Notice.
- 2.3.2 **Expulsion.** A District Member may be expelled upon the unanimous vote of the Board and the governing bodies of all District Members (exclusive of the District Member to be expelled).
- 2.3.3 **Contribution.** Should a District Member withdraw or be expelled during a District fiscal year, such withdrawing or expelled District Member shall be bound and is hereby obligated to pay in full that District Member's contribution for the year of withdrawal or expulsion.

III. BOARD OF HEALTH

- 3.1 **Creation.** The administrative public health board, known as the Brazos County Board of Health (herein referred to as the "Health Board" or "Board" or "Board of Health") heretofore established under the prior Cooperative Agreement and in accordance with Section 121.046 of the Act shall serve as the administrative health board governing the District.
- 3.2 **Duties.** The Board of Health may perform any function relating to the operation of the Health District that is provided for under this Agreement. The Board of Health shall adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the

health and safety of the public. The Board of Health shall advise the District Director and the District Members on matters of public health, and retain ultimate authority for public health matters within the Health District. The Board of Health may not adopt a rule that is not specifically authorized by State law, conflicts with a State law, or conflicts with a District Member ordinance or County order. Each Board Member shall be responsible for presenting and advocating on its behalf the District's contribution request through the budget process of the District Member the Board Member represents. The Board of Health shall determine the kinds and frequencies of reports, other than as stated herein, to be prepared by the District on an annual basis.

3.3 **Composition.** The Board shall consist of two representatives from each of the Full District Members and one representative for each Limited Member. Each city council and the Commissioners Court will select two of its citizens, who may, but need not be an employee or an elected official of the appointing District Member. If the District Director is not a Physician, the Health Authority shall be an ex-officio representative on the Health Board.

3.4 **Term.** Board Members will serve two years except any Board Member currently serving shall complete his current term and any consecutive term for which he is eligible. Each Board Member may be reappointed for four consecutive terms. In order to maintain continuity on the Board, each District Member agrees to stagger the appointment of its two duly appointed Board Members. For purposes of implementing this process on the date of this Amended and Restated Agreement, each District Member may, if necessary, shorten or lengthen by one year the term of one of its currently sitting Board Members.

3.5. **Qualification.** The Board Members shall serve subject to the following terms and conditions:

3.5.1 **Residence.** Each Board Member must have resided in the geographical area within the jurisdiction of the governmental entities which are District Members for a period of three (3) years prior to his appointment.

3.5.2 **No Compensation.** Board Members shall serve without compensation.

3.5.3 **Attendance.** Attendance at Board Meetings is required. Failure to attend four consecutive Board meetings without a valid reason will be grounds for automatic removal of a Board Member. Except for automatic removal specified herein, any action to remove a Board Member shall be undertaken by the District Member appointing such Representative. The District Member considering removal shall be the sole judge of the reason it chooses to remove its representative.

3.5.4 **Vacancies.** In the event of a vacancy for any reason for the unexpired term of any Board Member, the vacancy shall be filled by appointment of the District Member which originally appointed the Board Member who no longer serves. A District Member filling a vacancy shall fill that vacancy in the same manner and method provided for in the original appointment. Board Members appointed to fill an unexpired term shall serve until the end of the unexpired term.

3.6 **Meeting Procedures.** The Board of Health may adopt rules of conduct and procedure not in conflict with this Agreement.

3.6.1 **Officers.** The Board of Health shall annually at the final meeting of the fiscal year elect a chairperson from the ranks of Board Members. The District Director shall serve as secretary to the Board. The Board may appoint such other officers as it may deem necessary.

3.6.2 **Quorum.** A quorum for meetings of the Board of Health shall be equal to at least three (3) Board Members representing at least two (2) District Members. Ex-Officio members of the Board shall not be counted for purposes of determining a quorum.

3.6.3 **Voting.** The two representatives selected to represent one District Member shall have but one vote between them on all issues brought before the Board. In the event one of the two representatives from one District Member is unable to attend a Board meeting, the representative present may cast that District Member's vote without the need of obtaining a proxy from the non-attending Board Member. Limited Members' representatives and any person sitting on the Board in an ex-officio capacity shall have no vote.

3.6.4 **Meetings.** The Board of Health shall meet at least quarterly on a date determined by the Board, and may hold special meetings when called by the Chairperson. The Chairperson, or in his/her absence his designee, shall call a special meeting of the Board when requested to do so by two or more Board Members, other than Ex-Officio Board members.

3.6.5 **Notice.** The Board of Health shall comply with the notice and open meeting requirements of the Texas Open Meetings Act (currently Tex. Government Code Section 551.001 et seq.). The District Director shall give notice of all meetings of the Board of Health to each Board Member and the governing body of each District Member at least five (5) business days prior to each meeting, and shall post notice of a meeting at least seventy-two (72) hours before a meeting in a public place at the main office of the Health District, unless an emergency as defined by Section 551.045 of the Open Meetings Act exists, in which case two-hour notice shall suffice.

3.6.6 **Action by the Board.** The Board of Health shall take action by a simple majority of the total votes cast by the Board Members at a properly-called meeting at which a quorum is present, unless a greater percentage is required to take some specific action under this Agreement.

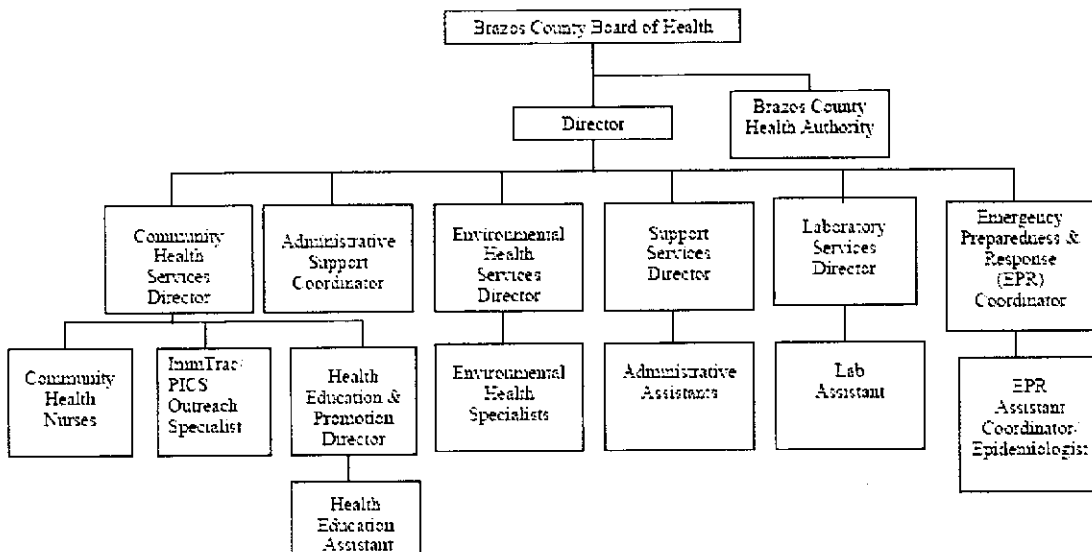
3.6.7 **Parliamentary Rules.** Except for specific standing rules that may be adopted by the Board, "Robert's Rules of Order" as set forth in the latest edition of Robert's Rules of Order Newly Revised, will be followed at all meetings of the Board.

3.7 **Director Board Membership.** The Director shall serve as an ex-officio non-voting member of the Board.

IV. ORGANIZATION

4.1 The Brazos County Health District shall be organized, subject to amendment by the Board from time to time, as diagramed below:

Brazos County Health District
Organizational Chart



4.2 **Director Appointment.** The Director shall serve as the chief administrative officer of the Health District. The procedure for the selection of the Director shall be as follows:

- a. The Director of the Brazos County Health District shall be appointed by the District Members upon recommendation by the Board of Health.
- b. If the Director is a licensed Physician, he shall also serve as the “Health Authority” for the District and will perform all duties as specified in the Act, and shall be subject to all the requirements and rules hereof.
- c. If the Director is not a licensed Physician, he shall appoint a qualified licensed Physician to serve as the “Health Authority” for the District subject to the approval of the Board Members. The Health Authority shall serve as an ex-officio Board Member.

4.3 **Duties of the Director.** The duties and responsibilities of the Director shall include, but not be limited to, the following:

- a. The Director shall be the chief administrative officer of the Health District.
- b. The Director shall be responsible for the preparation of all budget proposals and budget requests for the District. The Director shall submit an annual proposed budget to the Board of Health which in turn shall submit such budget to the financial departments of each District Member.
- c. The Director shall be responsible for all purchasing for the District and Board and shall conduct the same in the authorized and legal manner provided herein.
- d. The Director shall provide to all Board Members and the governing body of each District Member notice of all meetings of the Health Board as provided herein.
- e. The Director shall perform all other duties and functions imposed on him as Director by the Board of Health or applicable state, federal and local laws, ordinances or regulations as they now read or as they are amended.
- f. The Director shall be an ex-officio (non-voting) member on the Board of Health, and serve as secretary to the Board. The Director shall record or take minutes of each meeting of the Board.
- g. The Director shall assume responsibility for applying for and administering grants from the Federal and State government, as well as private sources.
- h. The Director shall be responsible for the preparation and submittal to the Board of Health of all statistical reports and the procurement and submittal of all Independent Auditor's Reports of Financial Statements.

4.4 **Compensation of Director.** The Health Board shall annually set the compensation of the Director (and Health Authority where necessary) when it approves the Health District budget.

4.5 **Removal of Director.** The Director may be removed from office by the unanimous vote of the Board Members for lack of satisfactory discharge of duties, alcoholism, drug abuse, and conviction of a felony, misappropriation of funds or property, embezzlement, physical or mental impairment (disability) which permanently prevents satisfactory discharge of duties.

4.6 **Chief Financial Officer.** The Brazos County Auditor shall serve as the Chief Financial Officer of the District, subject to the Brazos County Auditor's consent, and at the Brazos County Auditor's discretion, with the approval of the District Judges (as that term is defined in Subchapter A, Chapter 84 of the Texas Local Government Code).

V. FINANCES

5.1 **Budget.** The District Director shall each year submit a proposed budget for the District's fiscal year, which shall be from October 1st to September 30th, to the Board of Health for its consideration. The budget shall be prepared in a format consistent with governmental accounting principles as promulgated by the Governmental Accounting Standards Board. The Board of Health shall each fiscal year approve a preliminary budget for the Health District for the upcoming fiscal year by May 30th. The budget approved by the Board of Health shall be sufficient to provide for the payment of expenses necessary for the operation of the Health District including the following items: (1) staff salaries; (2) supplies; (3) suitable office space; (4) health and clinic centers; (5) health service and facilities; (6) maintenance; (7) travel and education costs; and (8) other necessary costs for the operation of the District. The budget shall also show all known or anticipated sources of revenue and the proposed contribution amount of each District Member based upon the formula outlined in Paragraph 5.6 hereof. Upon the approval of the Board of Health, the preliminary budget shall be submitted, no later than June 1st by the Board Members, to the governing body of their respective District Members for approval. The Board of Health shall approve a final budget during the month of September to be effective October 1st. A public hearing on the final budget shall be held on the same day set for the meeting of the Board of Health to approve such final budget. The Board shall only amend the budget in the same manner that it adopted the original budget.

5.2 **Approval of Expenditures.** The Director has the authority to approve all expenditures less than or equal to \$5,000.00 as long as the expenditure does not require an amendment to the District budget. No expenditures will be approved unless there are adequate budgeted funds within the appropriate category to support the expenditure. All budgeted expenditures greater than \$5,000.00 will be approved by the Board Chairman or his or her designee and brought to the Board for formal review and approval at the next Board meeting after such expenditure is made. All contracts and grants, except those of a nonfinancial nature and certain State contracts, as set forth in the District's Budget and Expenditure Authorization Policy Statement, shall be brought before the Health Board for its approval. The Board Chairman shall execute all District contracts, except those of a non-financial nature and certain State contracts, as provided above, which shall be executed by the Director.

5.3 **Statistical Report.** A Statistical Report which shall include a statistical summary of the Health District's activities in the most recent fiscal year, and such other matters deemed appropriate by the Board of Health shall be prepared and presented to the Board at its quarterly meetings.

5.4. **Annual Audit.** The Board shall authorize the hiring of a qualified firm or individual, licensed to practice as a certified public accountant or firm by the State Board of Public Accountancy, to audit the financial records of the Health District and prepare financial statements in accordance with Governmental Accounting & Financial Reporting Standards (GAFR) published by GASB. A copy of the most recent Independent Auditor's Report of Financial Statements shall be sent to the governing body of each of the District Members no later than May 31st of the year following the year covered by such report.

5.5 **Accounts.** The District's accounts shall be maintained in a separate fund within the financial system of Brazos County. All income to the District will be maintained in appropriate accounts in accordance with Generally Accepted Accounting Principles. Appropriate records of all income and disbursements from these accounts will be kept by the District. Summary records shall be reviewed and approved by the Board quarterly. No appropriation of money from these accounts shall be made unless unanimously approved by the Board.

5.6 **District Member Contributions.** Each District Member shall annually budget for and contribute its proportionate share of funding as described below to the District to be held in the accounts described in Paragraph 5.5 above. Contributions are payable monthly but in no event less often than quarterly. The District Members agree that funding for District Members shall be equal to one-third (1/3) of the budgeted cash amounts of the District for the next fiscal year. Brazos County shall, until agreed otherwise in writing, contribute in addition to its one-third of the budget amount, the current District's physical facilities including utilities and janitorial services, auditing services, accounting services, purchasing services and human resources services, and inclusion of District employees in the County's retirement, health insurance and worker's compensation programs and provide general liability and errors and omissions liability insurance coverage pursuant to the County's then current insurance policy insuring against risks and claims arising out of the operation of the District, without charge to the District.

5.7 **Fund Balance.** All unencumbered funds at the close of a fiscal year shall be deposited into the District's Fund Balance to be designated for use for public health services mutually beneficial to each District Member or shall be used to reduce budget contributions of the District Members in the following fiscal year. No appropriation of money for such later use shall be made unless unanimously approved by all District Members. All payments made to the District shall be from current revenues of each District Member.

5.8 **Invoice.** Premised upon the approval of the Budget by the Board and the governing body of each District Member of its contribution amount for the next succeeding year, the Director shall send an invoice to the appropriate financial department of each District Member, setting forth the cash contribution due and owing for that budget year. Each District Member's contribution shall be paid monthly or at the District Member's election, quarterly.

VI. DISSOLUTION

6.1 **Events Initiating Dissolution.** The District shall dissolve and its affairs shall be wound up on the first to occur of the following:

- a. the written consent of all District Members;
- b. the failure of a District Member to make its annual contribution unless the business of the District is continued by the consent of all remaining District Members;
- c. failure of District to fulfill its legal requirements in order to maintain its affiliation with the Texas Department of State Health Services.

6.2 **Liquidation Process.** On dissolution of the District, the Director shall act as liquidator. The Director shall proceed diligently to wind up the affairs of the District and make final distributions as provided herein. The costs of liquidation shall be borne as a District expense and shall be paid out of the District's available accounts as described in Paragraph 5.5 above. Until final distribution, the Director shall continue to operate the District properties with all of the power and authority of the Director. The steps required to liquidate the District are as follows:

6.2.1 **Accounting.** As promptly as possible after an event of dissolution and again after final liquidation, the Director shall cause a proper accounting to be made by a recognized firm of certified public accountants of the District's assets, liabilities, and operations through the last day of the calendar month in which the event of dissolution occurs or the final liquidation is completed, as applicable.

6.2.2 **Notice.** The Director shall cause the notice of such dissolution to be mailed to each known creditor of the District.

6.2.3 **Liabilities.** The Director shall pay, satisfy or discharge from District funds all of the debts, liabilities and obligations of the District (including, without limitation, all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the Director may reasonably determine). To the extent the District's liabilities exceed its assets, the District Members shall, in equal shares, contribute an amount sufficient to discharge such liabilities.

6.2.4 **Assets Remaining.** All remaining assets, if any, of the District shall be distributed to the District Members as follows:

6.2.4.1 **In Kind Contributions.** All assets which were originally received by the District as in-kind contributions and which are still in the possession of the District at the time of final distributions shall be returned to the contributing District Member.

6.2.4.2 **Sale.** All remaining property and assets shall be distributed equitably among the District Members pursuant to terms of a written mutual agreement. A dollar value representing the value of property received by each Member through the distribution process in this subparagraph 6.2.4.2 (the "Individual Deduction Amount") shall be allocated to each party. If the District Members are unable to negotiate an agreement for the equitable distribution of all or any of the remaining property, such remaining property shall be sold by sealed bid or auction in accordance with applicable laws. The proceeds of such sale and/or auction will be distributed equitably among the District Members as follows: the total value of proceeds received from sale and/or auction shall be added to the total value of property distributed to the parties under this subparagraph 6.2.4.2 (the "Total Gross Value"); the Total Gross Value shall be divided by the number of District Members participating at the time of dissolution (the "Individual Gross Amount Due"); each District Member shall

be paid (or reimburse, as appropriate) the difference between the Individual Gross Amount Due and such party's Individual Deduction Amount.

6.2.4.3 Surplus Property. To the extent allowed by applicable laws governing the disposal of surplus property, the parties may agree to donate items of personal property to authorized entities.

6.2.5 In-Kind Contributions. All distributions in kind to the District Members, as set forth in Paragraph 6.2.4.2 above, shall be made subject to the assumption of liability of each recipient Member for costs, expenses, and liabilities associated with such asset theretofore incurred or for which the District has committed prior to the date of distribution. The distribution of cash and/or property to a District Member in accordance with the provisions of this section constitutes a complete distribution to the District Member of all the District's property and constitutes a compromise to which all District Members do hereby consent.

6.2.6 Applicable Law. All actions shall be exercised in accord with existing local, state, and federal law, rules and regulations as they pertain to the termination of personnel, property and the responsibility to provide for services.

VII. MISCELLANEOUS

7.1. Effective date. This Agreement, as amended and restated, is effective when approved by the governing body of all District Members, and signed by the appropriate officer of each governing body.

7.2. Entire agreement; modifications severability. This Agreement supersedes all prior Agreements relating to the subject matter herein and contains the entire understanding of the parties hereto relating to the subject matter contained herein. This Agreement may not be modified or amended without a written agreement approved by the governing bodies of each of the District Members. The section headings herein are for convenience and reference, and are not intended to define or limit the scope of any condition, term, or provision of this Agreement. If any provision of this Agreement is held to be invalid for any reason, the remainder of the Agreement shall continue in full effect.

7.3. Governing law and venue. This Agreement is governed by the laws of the State of Texas and the Federal government, and should be construed to carry out the intent of the *Local Public Health Reorganization Act*, Chapter 121 of the Texas Health and Safety Code. This Agreement is expressly made subject to the Charters, ordinances, or orders of all District Member entities existing as of the effective date of this Agreement. This Agreement is performable in Brazos County, Texas, and the parties hereto agree that any action brought to enforce or interpret this Agreement shall be brought in Brazos County, Texas.

7.4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No District member shall assign or subcontract this Agreement or any right, duty, or obligation hereunder, in whole or in part, without the express written consent of the remaining District Members.

7.5. **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 8th day of Feb., 2009.10 (mes)

ATTEST:

Mary Lynne Stratta
MARY LYNNE STRATTA, City Secretary

CITY OF BRYAN

By: Mark Conlee
MARK CONLEE, Mayor

APPROVED AS TO FORM:

Jan Hampton
JANIS HAMPTON, City Attorney

APPROVED AS TO SUBSTANCE:

David Watkins
DAVID WATKINS, City Manager

ATTEST:

Connie Hooks
CONNIE HOOKS, City Secretary

CITY OF COLLEGE STATION

By: Ben White
BEN WHITE, Mayor

APPROVED:

Harvey Cargill
HARVEY CARGILL, City Attorney

APPROVED:

Glenn Brown
GLENN BROWN, City Manager

ATTEST:

Karen McQueen
KAREN MCQUEEN, County Clerk

BRAZOS COUNTY, TEXAS

By: Randy Sims
RANDY SIMS, County Judge

7.5. **Multiple copies.** This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 12th day of February, 2009.

ATTEST:

CITY OF BRYAN

MARY LYNNE STRATTA, City Secretary

By: _____
MARK CONLEE, Mayor

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

JANIS HAMPTON, City Attorney

DAVID WATKINS, City Manager

ATTEST:

CITY OF COLLEGE STATION

Connie Hooks

CONNIE HOOKS, City Secretary

By: B. White

BEN WHITE, Mayor

APPROVED:

APPROVED:

Carla A Robinson

HARVEY CARGILL, City Attorney

Glenn Brown

GLENN BROWN, City Manager

ATTEST:

BRAZOS COUNTY, TEXAS

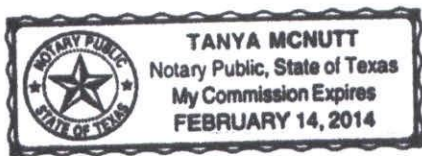
KAREN MCQUEEN, County Clerk

By: _____
RANDY SIMS, County Judge

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 12th day of February,
2010, by Ben White, in the capacity as Mayor of the City of College Station, a
Texas home-rule municipal corporation, on behalf of said corporation.



Tanya McNutt
Notary Public in and for
the State of Texas

7.5. Multiple copies. This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 30th day of January, 2009.

ATTEST:

CITY OF BRYAN

MARY LYNNE STRATTA, City Secretary

By: _____
MARK CONLEE, Mayor

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

JANIS HAMPTON, City Attorney

DAVID WATKINS, City Manager

ATTEST:

CITY OF COLLEGE STATION

CONNIE HOOKS, City Secretary

By: _____
BEN WHITE, Mayor

APPROVED:

APPROVED:

HARVEY CARGILL, City Attorney

GLENN BROWN, City Manager

ATTEST:

BRAZOS COUNTY, TEXAS

Karen McQueen
KAREN MCQUEEN, County Clerk

By: Randy Sims
RANDY SIMS, County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

5/27/2025

ITEM:

Overpayments

- a. Denise E & Herman L Shirley - \$165.08

TO:

Commissioners Court

DATE:

05/20/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

Overpayments or Erroneous Payments (Tax Code Section 31.11)

If a taxpayer applies for a refund, the collector must determine whether the payment was erroneous or excessive. If the collector determines the payment was erroneous or excessive and the auditor agrees, the collector refunds the payment from available current tax collections or from funds appropriated for making refunds.

Governing Body Approval (Tax Code Section 31.11(a)(1) and (a)(2))

Certain refunds require approval from the taxing unit's governing body. If a collector collects taxes for a single taxing unit, refunds exceeding \$500 must receive approval from the taxing unit's governing body. If a collector collects taxes for more than one taxing unit, refunds exceeding \$2,500 must receive approval from the taxing unit's governing body.

NOTES/EXCEPTIONS:

As general practice the County Auditor has chosen to present all tax refunds to the Commissioner's Court , even those that do not require approval from the Court.

ATTACHMENTS:

File Name

[CC_Refunds_05202025_\(002\).pdf](#)

Description

Tax Refund Applications

Type

Backup Material

Melissa Leonard, PCAC
Brazos County Tax Assessor/Collector
4151 County Park Ct
Bryan TX 77802
979-775-9930
979-775-9938 Fax

REFUNDS PENDING 05/20/2025

| | |
|---------------|------------------------------------|
| REQUESTOR | SHIRLEY DENISE E & HERMAN L |
| ADDRESS | 820 PETRIG ST TRACY, CA 95376-9097 |
| OWNER NAME | SMITH MARY ESTATE % MARILYN |
| PROP ID # | 20856 |
| REFUND AMOUNT | \$165.08 |
| | |

| | |
|---------------|--|
| REQUESTOR | |
| ADDRESS | |
| OWNER NAME | |
| PROP ID# | |
| REFUND AMOUNT | |

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| REQUESTOR | |
| ADDRESS | |
| OWNER NAME | |
| PROP ID# | |
| REFUND AMOUNT | |

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| REQUESTOR | |
| ADDRESS | |
| OWNER NAME | |
| PROP ID# | |
| REFUND AMOUNT | |

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| REQUESTOR | |
| ADDRESS | |
| OWNER NAME | |
| PROP ID# | |
| REFUND AMOUNT | |

APPLICATION FOR TAX REFUND

Collecting Office Name
Brazos County Tax Office
4151 County Park Court
Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)
Brazos County, City of Bryan, City of College Station
Bryan ISD, College Station ISD, F1, F2, F3, F4,
City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS

SMITH MARY ESTATE
%MARILYN

366 S MARSHALL ST
PONTIAC MI 48342

PROPERTY DESCRIPTION

Legal: CANDY HILL PH 1, BLOCK 3, LOT 9
Address: DALE ST ,
Account # 20856

TAX PAYMENT INFORMATION

| Name of Taxing Unit | Tax Year of Refund | Payment Date | Amount Paid | Refund Amount Requested |
|---------------------|--------------------|--------------|-------------|-------------------------|
| ZREFUND | 2024 | 04/30/2025 | \$180.14 | \$165.08 |

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

SHIRLEY DENISE E & HERMAN L
820 PETRIG ST
TRACY, CA 95376-9097

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Herman L. Shirley & Denise E. Shirley
Signature Home Cell
510-209-834-5217 - 510-757-8266
Phone #

May 9th 2025
Date
Leon Shirley 12 Email.com
Email Address

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

[Signature]
Authorized Officer Signature

5/27/25
Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

TAX RECEIPT

05/01/2025 09:37AM

MELISSA LEONARD, PCAC PH# (979) 775-9930
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

Receipt Number

3457645

| | |
|--------------|-------------|
| Date Posted | 04/30/2025 |
| Payment Type | P |
| Payment Code | Over/Refund |
| Total Paid | \$180.14 |

PAID BY:

SHIRLEY DENISE E & HERMAN L
820 PETRIG ST
TRACY, CA 95376-9097

| Property ID | Geo | Legal Acres | Owner Name and Address |
|---------------------------------|------------------|-------------|---|
| 20856 | 176000-0003-0090 | 0.0000 | SMITH MARY ESTATE %MARILYN 366 S MARSHALL ST PONTIAC, MI 48342 |
| Legal Description | | | |
| CANDY HILL PH 1, BLOCK 3, LOT 9 | | | |
| Situs | DBA Name | | |
| DALE ST | | | |

| Entity | Year | Rate | Taxable Value | Stmt # | Void | Original Tax | Discnts | P&I | Att Fees | Overage | Amount Pd |
|-----------------|------|---------|---------------|--------|------|--------------|---------|------|----------|---------|-----------|
| Z REFUND ENTITY | 2024 | 0.00000 | 0 | 150789 | N | 165.08 | 0.00 | 0.00 | 0.00 | 0.00 | 165.08 |
| BRAZOS COUNTY | 2024 | 0.41970 | 18,100 | 123897 | N | 3.17 | 0.00 | 0.00 | 0.00 | 0.00 | 3.17 |
| CITY OF BRYAN | 2024 | 0.62400 | 18,100 | 123897 | N | 4.72 | 0.00 | 0.00 | 0.00 | 0.00 | 4.72 |
| BRYAN ISD | 2024 | 0.94690 | 18,100 | 123897 | N | 7.17 | 0.00 | 0.00 | 0.00 | 0.00 | 7.17 |
| | | | | | | | | | | | 180.14 |

Balance Due As Of 04/30/2025: -165.08

| Tender | Details | Description | Amount |
|--------|---------|-------------|--------|
| Check | 7413 | | 180.14 |
| | | | 180.14 |

| | | |
|----------|-----------------------|------------|
| Operator | Batch | Total Paid |
| mmore | 56517 (05/01/2025 MM) | 180.14 |

Special Condition Exists for this Property
Page: 1

Receipt Issued In Accordance with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: • FY 24/25 Budget Amendments 32.01 - 32.05

TO: Commissioners Court

FROM: Nina Payne

DATE: 05/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

Description

Type

[32_coversheet.pdf](#)

FY 25 Coversheet 32.01 - 32.05

Cover Memo

[32.01 - 32.05.pdf](#)

FY 25 Budget Amendments 32.01 - 32.05

Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2024-2025 BUDGET YEAR

NO. 24/25 32.01 – 32.05

On this the 27th day of May 2025 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Duane Peters, County Judge, Presiding
- B. Bentley Nettles, Commissioner, Precinct 1
- C. Chuck Konderla, Commissioner, Precinct 2
- D. Fred Brown, Commissioner, Precinct 3
- E. Wanda Watson, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk


The following proceedings were held:

THAT WHEREAS, on the 27th day of May 2025 the Court heard and approved a budget amendment(s) for the 2024-2025 budget year for Brazos County, Texas; and

WHEREAS, expenditure is necessary due to the necessity to meet unusual and unforeseen conditions which could not be reasonably included in the original budget adopted 10 September 2024, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 27th day of May 2025.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 
Duane Peters, County Judge

Original: County Clerk's Office and
Attached to the original budget

No. 24/25 - 32.01

No. 24/25 - 32.01

[illegible]

General Fund & Capital Improvement Fund

Reallocation of funds to the correct account for the Road & Bridge Building Renovation Project and the Former AgriLife Extension Building Renovation Project. The two projects are currently funded under the 2020 Certificates of Obligation. By moving the projects to the Capital Improvement Fund, this will release funding for projects that can be completed by September 30, 2025, under the 2020 Certificate of Obligation Fund. This would help with the cost that is associate with the arbitrage rebate and yield restriction compliance analysis.

Date:

SAM
4/28/2025

County Judge Approval

Date _____

[illegible]



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget
Amendment
Number

Budget Amendment Number

32.01

Agenda Date

5/27/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

ROAD AND BRIDGE

Requestors Name

Shannon L. Zwememann

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

56001000 Road & Bridge - Admi

From: Division Name

DECREASE EXPENDITURE(S):

80715000 Roads - Capital

From: Account Number

From: Amount

\$

2,523,680.00

AMOUNT OF DECREASE

Total

\$ 2,523,680.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

45000 Capital Improvement Fun

To: Fund Number

INCREASE EXPENDITURE(S):

NOT LISTED

To: Division Name

INCREASE EXPENDITURE(S):

63000510

To: Unlisted Division Name

INCREASE EXPENDITURE(S):

80101000 Building Improvement

To: Account Number

To: Amount

\$

250,893.00

AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):

45000 Capital Improvement Fun

To: Fund Number

INCREASE EXPENDITURE(S):

NOT LISTED

To: Division Name

INCREASE EXPENDITURE(S):

63000511

To: Unlisted Division Name

INCREASE EXPENDITURE(S):

80101000 Building Improvement

To: Account Number

To: Amount

\$

2,272,787.00

AMOUNT OF INCREASE

Total

\$ 2,523,680.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts

Reallocation of funds to the correct account for the Road & Bridge Building Renovation Project and the Former AgriLife Extension Building Renovation Project.

File and Documentation

File Upload

Upload

Signature

Initiator

Shannon Zuerchmann

Department (?)

ROAD AND BRIDGE



Signature

Elected Official/Dept Head

Prarthana Banerji

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A. May

Budget Officer Comments

CC Approval Grade Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 24/25 - 32.02
5/27/2025**

[illegible]

2020 Certificates of Obligation

Reallocation of funds to the correct account to cover the cost for upcoming road projects under the Road and Bridge Department. Due to moving the Road & Bridge Building Renovation Project and the Former AgriLife Extension Building Renovation Project to the Capital Improvement Fund, this will release funding for projects that can be completed by September 30, 2025. This would help with the cost that is associate with the arbitrage rebate and yield restriction compliance analysis.

Date: SAM
4/28/2025


County Judge Approval

5/27/25
Date

[illegible]



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

**Budget
Amendment
Number**

Budget Amendment Number

32.02

Agenda Date

5/27/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

43200 2020 Certificates of Oblig. v

From: Fund Number

DECREASE EXPENDITURE(S):

63432010 Former Ag Ext Renov v

From: Division Name

DECREASE EXPENDITURE(S):

80101000 Building Improvement v

From: Account Number

From: Amount

\$

250,892.78

AMOUNT OF DECREASE

DECREASE EXPENDITURE(S):

43200 2020 Certificates of Oblig. v

From: Fund Number

DECREASE EXPENDITURE(S):

63432020 R&B Renovations v

From: Division Name

DECREASE EXPENDITURE(S):

80101000 Building Improvement v

From: Account Number

From: Amount

\$

739,882.07

AMOUNT OF DECREASE

DECREASE EXPENDITURE(S):

43200 2020 Certificates of Oblig. v

From: Fund Number

DECREASE EXPENDITURE(S):

63432100 Jail Kitchen Expansion v

From: Division Name

DECREASE EXPENDITURE(S):

80101008 Building Renovation - v

From: Account Number

From: Amount

\$

20,000.00

AMOUNT OF DECREASE

Total

\$ 1,010,774.85

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

43200 2020 Certificates of Oblig. v

To: Fund Number

INCREASE EXPENDITURE(S):

63432600 Road Reconstruction v

To: Division Name

INCREASE EXPENDITURE(S):

80715000 Roads - Capital v

To: Account Number

To: Amount

\$

1,010,774.85

AMOUNT OF INCREASE

Total

\$ 1,010,774.85

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts

Reallocation of funds to the correct account to cover the cost for CIP #25-581 Dilly Shaw Tap Road Reconstruction.

File and Documentation

File Upload

Upload

Signature

Initiator

Mina Payne

Department (?)

BUDGET OFFICE



Signature

Elected Official/Dept Head

Mina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Completion Date

Sign

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

5/27/2025

General Fund

Reallocation of funds to the correct account to cover the cost for residential placement services for youth on probation for the remainder of FY 2025.

SAM
4/28/2025

Date _____

[illegible]



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget
Amendment
Number

Budget Amendment Number

32.03

Agenda Date

5/27/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

34000100 Indigent Health Care-Admin

From: Division Name

DECREASE EXPENDITURE(S):

72382000 Outpatient Services

From: Account Number

From: Amount

\$

485,000.00

AMOUNT OF DECREASE

Total

\$ 485,000.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

11020000 Court Support - Civil

To: Division Name

INCREASE EXPENDITURE(S):

71040000 Contract Placement -

To: Account Number

To: Amount

\$

466,000.00

AMOUNT OF INCREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

11020000 Court Support - Civil

To: Division Name

INCREASE EXPENDITURE(S):

71041000 Contract Placement -

To: Account Number

To: Amount

\$

19,000.00

AMOUNT OF INCREASE

Total

\$ 485,000.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts

Reallocation of funds to the correct account to cover the cost for residential placement services for youth on probation for the remainder of FY 2025.

File and Documentation**File Upload**

Upload

DOC.pdf

62.43KB

Signature

Initiator

**Department (?)**

BUDGET OFFICE

**Signature**

Elected Official/Dept Head

**Comments**

Elected Official/Dept Head Comments

Signature

Budget Officer Signature



Budget Officer Comments

CC Approval Grade Posted

Completion Date

Sign

Date will be captured on form submission

Comments

Commissioners Court Decision Comments



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

To: Duane Peters, County Judge
Nina Payne, Budget Analyst

From: Linda Ricketson, Executive Director, Juvenile Services Department

Date: May 19, 2025

Re: Additional Funding for Residential Placement Services for Youth on Probation

The Juvenile Services Department is requesting additional funding to provide services for youth that are court ordered to residential placement. Residential Placement is a dispositional alternative for the Judges of Brazos County to utilize when youth continue to violate their terms of probation. This disposition may also be used when a youth commits a serious offense, and circumstances lead to the need for placement outside of the community. Additionally, these are youth who have been given numerous services in the community to no avail. This has been a practice of the Juvenile Courts for numerous years and is not a new practice for the county to engage in.

The reason for the lack of funds is due to the daily state rate increasing more and more each year. Also, the department went through a lull during and after the year 2020 and is just now reaching closer to what the average number of youths in placement always has been prior to 2020.

If the department does not receive additional funding, all youth in residential placement will need to be removed from their facilities without having completed their program and would be a violation of a court order. The funds are needed by June 1, 2025, to ensure invoices are paid on time. The Juvenile Services Department has contracts with 18 different facilities throughout the state of Texas, 1 facility in Nebraska, and 1 in Iowa. It is uncommon for the courts to place youth outside of the state of Texas, but occasionally the need may arise.



BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT

Linda Ricketson, Director
Melissa White, Assistant Director

Currently the monthly average for youth in non-secure placement is \$16,147 per month and for secure placement it is \$97,228 per month. We estimate the need for \$487,000 in account 11020000-71040000 for secure contract placement, and \$81,000 in 11020000-71041000 for non-secure contract placement for the remaining 5 months of this fiscal year.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Linda Ricketson".

Linda Ricketson, Executive Director

Brazos County Juvenile Services

5/27/2025

General Fund

Reallocation of funds to cover the FY 2025 Aggieldand Humane Society contract. The contract was approved for \$209,000, but only \$200,000 was budgeted.

County Judge Approval 5/27/25
Date

[illegible]



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

**Budget
Amendment
Number**

Budget Amendment Number

32.04

Agenda Date

5/27/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

| DECREASE EXPENDITURE(S): | DECREASE EXPENDITURE(S): | DECREASE EXPENDITURE(S): | From Amount |
|--------------------------|--------------------------|--------------------------|--------------------|
| 1000 General Fund | 11001500 Contingency | 61130000 Contingency | \$ 9,000.00 |
| From: Fund Number | From: Division Name | From: Account Number | AMOUNT OF DECREASE |

Total \$ 9,000.00
TOTAL AMOUNT OF DECREASE

| INCREASE EXPENDITURE(S): | INCREASE EXPENDITURE(S): | INCREASE EXPENDITURE(S): | To: Amount |
|--------------------------|----------------------------|--------------------------------|--------------------|
| 1000 General Fund | 11002000 Community Support | 73120000 Brazos Animal Shelter | \$ 9,000.00 |
| To: Fund Number | To: Division Name | To: Account Number | AMOUNT OF INCREASE |

Total \$ 9,000.00
TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts.

Reallocation of funds to cover the FY 2025 AggieLand Human Society contract. The contract was for \$209,000, but only \$200,000 was budgeted.

File and Documentation

File Upload

Upload
2024-10-15 FY 25-031 Funding Agreement.pdf

4.49MB

Signature

Initiator

Nina Payne

Department (?)

BUDGET OFFICE



Signature

Elected Official/Dept Head

Nina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

AGREEMENT FOR ANIMAL SHELTER SERVICES
Brazos County and Aggieland Humane Society, Inc.
October 1, 2024 – September 30, 2025

This Agreement for Animal Shelter Services ("Agreement") is made this 1 day of October, 2024 by and between The Aggieland Humane Society, Inc., a Texas non-profit corporation (herein the "Shelter") and Brazos County, Texas, a political subdivision of the State of Texas acting by and through its duly elected Commissioners Court (herein "County").

RECITALS

Whereas, the Shelter operates a facility currently located at 5359 Leonard Road, Bryan, Brazos County to house stray, unwanted or abandoned animals (herein the "Facility"); and

Whereas, the County has a need of a facility to house animals, other than livestock, that it takes possession of throughout the County;

For and in consideration of the mutual covenants herein expressed, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The County agrees that all animals, other than livestock, seized within its jurisdiction by its duly appointed agents, may be delivered to the Facility, there to be impounded under the exclusive control and custody of the Shelter for periods of time as required by State law and the applicable County orders except as hereinafter set forth, but in no circumstances less than three (3) days unless determined by a certified euthanasia technician that euthanasia is necessary.

2. The County agrees to pay to the Shelter an annual fee of **\$209,000.00** based upon the term of the Agreement. The fee shall be divided into twelve (12) equal monthly payments due on the first of each month and pending receipt of reports required in section 9.

3. The COUNTY shall and does hereby assign to the SHELTER those fees collected for the registration of dogs and cats within Brazos County commonly referred to as "license fees." The SHELTER shall administer the County License program (Registration of Dogs and Cats, Texas Health and Safety Code §826.031).

4. The County represents to the Shelter that it has in force orders providing for the vaccination and licensing of animals under appropriate circumstances, providing for impounding of nuisance animals running at large, and that while this Agreement is in effect, such orders will be continued in force, provided, however, that such orders may be modified from time to time as the County deems appropriate.

5. The County agrees that every animal delivered to the Shelter in accordance with this Agreement, shall become the sole and exclusive property of the Shelter upon its delivery to the Shelter (subject to reclamation by the owner), so that neither the County nor any agency nor agent of the County, nor of the State of Texas, nor any institution, corporation nor individual shall have any claim or right to any animal not so claimed and redeemed. The County agrees that the Shelter shall have the undisputed right, consistent with the orders of the County, to humanely dispose of every animal given into its custody in accordance with the Shelter's principles as follows:

- a. To place animals in the care, custody, and control of new owners: and
- b. To humanely destroy animals which are not claimed by owners, and which are not suitable for placement in the care, custody, and control of new owners.

6. The Shelter agrees to accept each, and every animal delivered to the Facility located in Brazos County, Texas by the agents of the County and to provide each and every such animal with shelter, food, water and all other humane treatment of the same degree and kind that the Shelter provides for all other animals which may come into its care, custody, and control. The County shall not accept a surrender of ownership of an animal by its owner in the field.

7. The Shelter agrees to accept each, and every stray animal delivered to the Facility located in Brazos County, Texas by the residents of the unincorporated areas of Brazos County and to provide each and every such animal with shelter, food, water and all other humane treatment of the same degree and kind that the Shelter provides for all other animals which may come into its care, custody, and control.

8. The Shelter agrees that it will make its Facility available to the County during its open hours and during periods of closure for the purpose of delivering animals to the Shelter.

9. The Shelter agrees to provide to the County on or before the 15th of each month during the term of this Agreement a statement of the number of dogs, cats and miscellaneous animals received by the Shelter from the County or otherwise retrieved from Brazos County, and the number of dogs and cats issued County tags since the 15th of the preceding calendar month.

10. The County reserves the right to require an audit of the records of the Shelter at any time deemed necessary for the limited purpose of verifying the number of animals registered or licensed and the number of animals attributable to the County and the length of stay of each such animal.

11. It is mutually agreed that the Shelter shall provide facilities for rabies observation for at least six (6) dogs and eight (8) cats. Animals delivered to the Shelter by the County for rabies observation shall be isolated for a period of time in accordance with State law.

12. In the event animals are being held by the Shelter as a result of a cruelty, seizure or a legal hold has been placed upon the animals as a result of a criminal prosecution, the County shall reimburse the Shelter for any veterinarian invoices and medical bills incurred by the Shelter until the Court either awards the animal to the Shelter, orders it destroyed or orders it returned to its owner. The County shall not be liable for these costs in the event a court of competent jurisdiction orders the animal owner to pay such costs.

13. Shelter shall at all times relevant to the fulfillment of this Agreement have, keep, and maintain insurance covering general liability, worker's compensation if required by State law, and automobile liability.

Worker's Compensation insurance shall be at statutory limits, including employer's liability coverage at minimum limits of \$500,000.00 each accident. Such policy will contain a waiver of subrogation in favor of the County.

The General Liability insurance shall have a minimum combined single limit for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and shall name the County as an additional insured.

Automobile Liability insurance shall be continuously held with limits for bodily injury and for property damage of not less than \$1,000,000.00 on all self-propelled vehicles used in connection with the animal control operation, whether owned, non-owned or hired.

Copies of certificates evidencing such insurance as herein required shall be sent to the County for its records.

The Shelter agrees, to the extent allowed by law, to indemnify and hold harmless the County from all claims, damages, or causes of action which might arise from any obligations of Shelter as outlined herein, and Shelter specifically agrees to indemnify the County against all claims, damages or causes of action which might arise as a result of acts, omissions County for respondent superior or vicarious liability, arising out of Shelter's obligations under this Agreement.

14. The Shelter shall at all times in performance of its Agreement be considered as an independent contractor. Such status shall apply to all of the Shelter's officers, agents, and employees and in no event shall the Shelter's officers, agents or employees be considered an employee of the County.

15. In the event the County fails to remit to the Shelter the fees due hereunder, the County shall be in default. The Shelter shall terminate the Agreement for non-payment of fees if the County has not cured the default after thirty (30) day written notice.

16. **TAX EXEMPT STATUS:** As a political subdivision of the State of Texas, Brazos County is tax exempt. Tax exemption certification will be furnished upon request.

17. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County,

Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

18. **DISPUTE RESOLUTION:** The dispute resolution process provided in Chapter 2009, Texas Government Code, and the related rules adopted by the Attorney General pursuant Chapter 2009, shall be used by County and Shelter to attempt to resolve any claim for breach of contract made by Shelter that cannot be resolved in the ordinary course of business. Shelter shall submit written notice of a claim of breach of contract under this Chapter to the County Attorney – Civil Division of Brazos County, who shall examine Shelter's claim and any counterclaim and negotiate with Shelter in an effort to resolve the claim.

19. **LIMITATIONS:** The parties are aware that there are constitutional and statutory limitations on the authority of the County to enter into certain terms and conditions of the Agreement, including, but not limited to, authorizations of the placement of liens on County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability or acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on the County except to the extent authorized by the laws and Constitution of the State of Texas.

20. **AUDITS:** All records relating to the service provided under this Agreement and supporting documentation for invoices submitted to County by the Shelter shall be retained and made available by the Shelter for audit by County, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by Shelter and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, Shelter shall comply with such changes. County shall inform the Shelter in writing of the retention periods established by State and federal law applicable to such records and shall provide written notice if changes occur to such retention requirements. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the Shelter shall retain such records until the audit is concluded and all issues resolved. Shelter shall provide County with copies of such audits that are conducted with respect to the Agreement.

21. **AUDIT RESPONSIBILITY:** The Shelter shall be responsible for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this Agreement. The Shelter shall repay to County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The Shelter recognizes and agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance with this Agreement.

22. This Agreement is not assignable by either party.

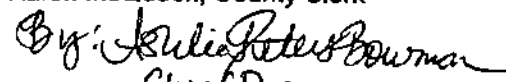
23. This Agreement shall be for a term of one year commencing on October 1, 2024 and terminating on September 30, 2025. Either party may cancel this Agreement upon thirty (30) days written notice to the non-cancelling party.

24. SEVERABILITY: In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

IN WITNESS WHEREOF, the said County and the said Shelter have hereunto caused their representative corporate names and seals to be hereunto subscribed and affixed by their representative officers first thereunto duly authorized as of the date hereinabove first written.

ATTEST:


Karen McQueen, County Clerk

By: 
Chief Deputy

BRAZOS COUNTY, TEXAS


Duane Peters, County Judge

10-15-2024
Date

AGGIELAND HUMANE SOCIETY


Katrina Ross, Executive Director

10-1-2024
Date

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:
2024-1221505

Date Filed:
10/01/2024

Date Acknowledged:

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

Aggieland Humane Society
Bryan, 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.

Brazos County

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.

25-031
Animal Sheltering Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Katrina Ross and my date of birth is 02-29-1996

My address is 8789 W Henry Prairie Rd Hearne TX 77859 USA
(street) (city) (state) (zip code) (country)

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

Executed in Brazos County, State of Texas on the 1 day of October 20 24
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>. The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Aggrieland Humane Society

Authorized Company Representative: Katrina Ross

Address: 5359 Leonard Rd
Bryan TX 77807

Signature: K. Ross

Date: 10-9-2024

Contract #: 25-031

No. 24/25 - 32.05

5/27/2025

[illegible]

| |
|---------------------|
| General Fund |
|---------------------|

Reallocate funds from the IT Department to Tax Assessor for the replacement of a broken scanner that is no longer working or repairable.

Date:

SAM
4/28/2025

County Judge Approval

Date _____

[illegible]



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

**Budget
Amendment
Number**

Budget Amendment Number

32.05

Agenda Date

5/27/2025

Fiscal Year

October 1 - September 30 2025

Requesting Department

INFORMATION TECHNOLOGY

Requestors Name

Stefanie K. Johnson

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

14000006 Information Technolog

From: Division Name

DECREASE EXPENDITURE(S):

60500000 Equipment & I.T. Enh

From: Account Number

From: Amount

\$

967.49

AMOUNT OF DECREASE

Total

\$ 967.49

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

13000006 Tax Assessor - Collec

To: Division Name

INCREASE EXPENDITURE(S):

60500000 Equipment & I.T. Enh

To: Account Number

To: Amount

\$

967.49

AMOUNT OF INCREASE

Total

\$ 967.49

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocate funds from the IT Department to Tax Assessor for the replacement of a broken scanner that is no longer working or repairable.

File and Documentation

File Upload

Upload
CDW Quote - RITM40153.pdf

73.74KB

Signature

Initiator

Stephanie Johnson

Department (?)

INFORMATION TECHNOLOGY



Signature

Elected Official/Dept Head

Eric V. Caldwell, CFO

Comments

Elected Official/Dept Head Comments
Approved...

Signature

Budget Officer Signature

Spencer A. Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

IT ACQUISITIONS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|-------------|
| PLHM658 | 5/21/2025 | FUJITSU SCANNER | 1658326 | \$967.49 |

QUOTE DETAILS

| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
|---|-----|---------|------------|------------|
| <u>Ricoh fi fi-8170 - document scanner - desktop - USB 3.2, Gigabit LAN</u> | 1 | 6910509 | \$967.49 | \$967.49 |
| Mfg. Part#: PA03810-B055 | | | | |
| Contract: Texas Misc IT HW Peri TxDOT DIR-CPO-5093 (DIR-CPO-5093) | | | | |

| | |
|--------------------|-----------------|
| SUBTOTAL | \$967.49 |
| SHIPPING | \$0.00 |
| SALES TAX | \$0.00 |
| GRAND TOTAL | \$967.49 |

| PURCHASER BILLING INFO | DELIVER TO |
|--|---|
| Billing Address: BRAZOS COUNTY / ACCT. PAYABLE **ITEMS MUST SH PO BOX 914 BRYAN, TX 77806-0914 Phone: (979) 361-4310 Payment Terms: NET 30-VERBAL | Shipping Address: BRAZOS COUNTY WAREHOUSE - IT 205 E 27TH ST BRYAN, TX 77803 Shipping Method: UPS Ground |
| | Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 |



Sales Contact Info

Kevin Gavin - SLG Sales | (866) 875-8983 | kevin.gavin@cdwg.com

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**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: • Approval of Personnel of Change of Status

TO: Commissioners Court

DATE: 05/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Human Resources is requesting the approval of the following Personnel Action Forms (PAFs). A list of departments is included on the attached coversheet. All positions have been reviewed and verified that they fall within budget guidelines. Consequence of non-approval would be to the employee pay and/or position.

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|--|---------------------------|--------------------|
| Employment Separations - Public - 05.27.25.pdf | Cover Sheet | Cover Memo |

Personnel Change of Status

(May 22, 2025)

Commissioners' Court Date: 05-27-2025
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

| Department Name | Employee Name |
|---|-------------------|
| District Attorney - Administration | Jordan, Jordan |
| Exposition Center - Administration | Howard, Patrick |
| Exposition Center - Administration | Starkey, Cody |
| Exposition Center - Administration | Tirado, Noe |
| Tax Assessor - Collector - Administration | Ramsey, Amanda |
| Tax Assessor - Collector - Administration | Rawandoozi, Shams |
| | |

* removed

Separations

| Department Name | Employee Name |
|-----------------|---------------|
| | |

Personnel Action Forms

| Department Name | |
|-------------------------------|-------------------|
| Constable 1 - Administration | Campbell, Johnny |
| Constable 1 - Administration | McCarroll, Sean |
| District Attorney | Martinez, Jessica |
| Juvenile Services - Detention | Young, Kierra |
| | |

Approved in Commissioners' Court:
County Judge's or Commissioner's Signature:





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval of Payment of Claims
• a. 8209843 - 8209987
• b. 9204487 - 9204542

TO: Commissioners Court

DATE: 03/06/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|---|---------------------------|--------------------|
| Bill_List-Public_05.27.25.pdf | Payment of Claims | Backup Material |



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Approval of Payment of Claims
• a. 8209843 - 8209987
• b. 9204487 - 9204542

TO: Commissioners Court

DATE: 03/06/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|---------------------------------|------------------------------|-----------------|
| Bill_List-Public_05.27.25.pdf | Payment of Claims | Backup Material |
| Bill_List-Internal_05.27.25.pdf | Payment of Claims - Internal | Backup Material |

ATTEST: Karen McQueen
KAREN MCQUEEN
COUNTY CLERK

APPROVED

Duane Peters 5/27/25
Duane Peters Date
County Judge

Bill List Commissioners Court

Time run: 5/23/2025 9:40:34 AM

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|--|-----------------|--------------------------|-----------|----------------------|---------------------|
| 01000-00000000-20000100-00000-0000-000000 | General Fund-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value | Employee | Abiga***** | | TRVL000314349929 | (1,365.04) |
| | | | Court***** | | TRVL000313784253 | (1,436.13) |
| | | | Peter***** | | TRVL000314307949 | (117.00) |
| 01000-00000000-30090000-00000-0000-000000 | General Fund-No Value-A/P Executions Pending-No Value-No Value-No Value | 103263 | Patri*****sociates LP | | 171100565580 | 1,442.61 |
| | | 103264 | Biggs***** | | 171100565580WE | 10.25 |
| | | 103266 | Bryan*****lopment Inc | | 1015MJ051625 | 20,000.00 |
| 01000-00000000-30341000-00000-0000-000000 | General Fund-No Value-Deposits Payable \- Expo Center-No Value-No Value-No Value | 103270 | Catti***** | | R29899 | 600.00 |
| | | 103271 | Potts*****d | | R29293 | 500.00 |
| 01000-00000000-37012000-00000-0000-000000 | General Fund-No Value-Deferred Revenue Justice of the Peace 2-No Value-No Value-No Value | 90615 | Taylo***** | | I-805-25 | 1,000.00 |
| 01000-10002000-61750000-00000-0000-000000 | General Fund-Veteran Services-Telephone/Data \- Cellular-No Value-No Value-No Value | 11846 | AT&T ***** | 250003680 | 28733631079X04082025 | 81.23 |
| 01000-11000500-61010000-00000-0000-000000 | General Fund-Non\ -Departmental-Advertising \- Legal Notices-No Value-No Value-No Value | 95234 | Thryv***** | 250000361 | 610063270096 | 93.00 |
| 01000-11000500-61280000-00000-0000-000000 | General Fund-Non\ -Departmental-Dues-No Value-No Value-No Value | 92310 | Texas***** Program | 250003664 | MAY2025 | 35.00 |
| 01000-11000500-61880000-00000-0000-000000 | General Fund-Non\ -Departmental-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000587 | 2016116 0425 | 18,459.94 |
| | | | | 250000588 | 2016098 0425 | 35.87 |
| | | | | 250000589 | 2043085 0425 | 254.03 |
| | | | | 250000590 | 2043084 0425 | 170.99 |
| | | 7490 | Colle*****ties | 250000585 | 4714752976 0425 | 291.64 |
| 01000-11010000-72201000-00000-1104-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #1-No Value-Adult Misdemeanor-No Value | 101451 | Navar*****rney at Law | | 2404147 | 650.00 |
| 01000-11010000-72202000-00000-1102-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #2-No Value-Adult Felony-No Value | 102621 | Law O*****Medina PLLC | | Medina Refused 51625 | 0.00 |
| 01000-11010000-72202000-00000-1104-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #2-No Value-Adult Misdemeanor-No Value | 102621 | Law O*****Medina PLLC | | 2304399 | 75.00 |
| | | | | | 2400212 | 650.00 |
| | | 103179 | Meece***** | | 2402561 | 650.00 |
| | | 800568 | Lewis*****y | | 2500220 | 650.00 |
| | | | | | 2500221 | 75.00 |
| | | 802205 | Cune, ***** | | 2501649 | 650.00 |
| | | 802239 | Gimbe***** | | 2401786 | 650.00 |
| | | 95611 | Law O*****helps, PC, The | | 2204927 | 650.00 |
| | | | | | 2403587 | 75.00 |
| | | | | | 2500393 | 650.00 |
| | | 97088 | Cagle***** , The | | 2402642 | 650.00 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|--|-----------------|-----------------------|----|----------------------|---------------------|
| 01000-11010000-72203000-00000-1102-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Felony-No Value | 102621 | Law O*****Medina PLLC | | Medina Refused 51625 | 1,000.00 |
| 01000-11010000-72204000-00000-1100-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 472nd-No Value-Juvenile-No Value | 95315 | Law O*****Maltsberger | | 021-J-24 51625 | 375.00 |
| | | | | | 151-J-25 51625 | 70.00 |
| | | | | | 263-J-24 51625 | 425.00 |
| | | | | | 385-J-24 51625 | 80.00 |
| | | 96520 | Thoma***** | | 071-J-2025 41725 | 150.00 |
| | | | | | 071-J-2025 51625 | 450.00 |
| | | | | | 091-J-2025 51625 | 800.00 |
| | | | | | 129-J-2023 51925 | 150.00 |
| | | | | | 254-J-2022 51625 | 500.00 |
| | | | | | 254-J-2022 51925 | 150.00 |
| | | | | | 287-J-2024 51625 | 800.00 |
| | | | | | 357-J-2024 51625 | 150.00 |
| | | | | | 357-J-2024 51925 | 150.00 |
| | | | | | 397-J-2024 51925 | 150.00 |
| 01000-11010000-72205000-00000-1102-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Felony-No Value | 102828 | Sarah*****LLC | | 2104017 | 1,200.00 |
| | | 801423 | Davis***** | | 1503244 | 75.00 |
| | | | | | 1503245 | 1,000.00 |
| | | | | | 2204576 | 1,750.00 |
| | | | | | 2403961 | 1,000.00 |
| | | 802239 | Gimbe***** | | 2402975 | 1,300.00 |
| | | 805046 | Gusti*****orney PLLC | | 2501134 | 1,000.00 |
| 01000-11010000-72205000-00000-1104-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Misdemeanor-No Value | 96520 | Thoma***** | | 2100726 | 17,850.00 |
| | | 801423 | Davis***** | | 2501020 | 725.00 |
| | | 802239 | Gimbe***** | | 2401992 | 1,100.00 |
| | | 805046 | Gusti*****orney PLLC | | 2500261 | 650.00 |
| 01000-11010000-72205300-00000-1102-000000 | General Fund-Court Support \- Criminal-Other Litigation Expenses \- 85th-No Value-Adult Felony-No Value | 96520 | Thoma***** | | 2100726 | 75.00 |
| 01000-11010000-72206000-00000-1102-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value | 102584 | The M***** | | 1802551 | 75.00 |
| | | | | | 2500869 | 1,000.00 |
| | | 800568 | Lewis*****y | | 2500089 | 1,000.00 |
| | | 802183 | Greav***** | | 1904369 | 1,000.00 |
| | | | | | 2200113 | 1,050.00 |
| | | | | | 2300850 | 1,200.00 |
| | | | | | 2301929 | 0.00 |
| | | | | | 2303772 | 1,750.00 |
| | | | | | 2300095 | 549.00 |
| | | 802239 | Gimbe***** | | 2300096 | 603.00 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|---|-----------------|--------------------------|----|----------------|---------------------|
| 01000-11010000-72206000-00000-1102-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value | 802239 | Gimbe***** | | 2302366 | 550.00 |
| | | | | | 2304248 | 548.00 |
| | | 92302 | Turnb*****PLLC | | 2101420* | 4,250.00 |
| | | | | | 2101421* | 3,300.00 |
| | | | | | 2204847 | 1,053.00 |
| | | | | | 2301953 | 2,500.00 |
| | | | | | 2304189 | 8,250.00 |
| | | | | | 2400543 | 1,700.00 |
| | | | | | 2401172 | 1,850.00 |
| | | | | | 2401173 | 1,849.00 |
| | | | | | 2401174 | 1,848.00 |
| | | | | | 2402782 | 1,900.00 |
| | | 95315 | Law O*****Maltsberger | | 1602406 | 1,000.00 |
| | | | | | 1801949 | 800.00 |
| | | 95611 | Law O*****helps, PC, The | | 2301779 | 585.00 |
| | | | | | 2301780 | 583.00 |
| | | | | | 2301781 | 542.00 |
| | | 97495 | Calde*****PLLC | | 1902485 | 1,000.00 |
| 01000-11010000-72206000-00000-1104-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Misdemeanor-No Value | 802183 | Greav***** | | 1700544 | 200.00 |
| | | | | | 2301930 | 0.00 |
| | | | | | 2302994 | 400.00 |
| | | 92302 | Turnb*****PLLC | | 2204808 | 300.00 |
| | | | | | 2300989 | 483.33 |
| | | 95611 | Law O*****helps, PC, The | | 2300563 | 100.00 |
| | | | | | 2300994 | 80.00 |
| | | | | | 2302618 | 60.00 |
| | | 96520 | Thoma***** | | 2403061* | 600.00 |
| | | 97495 | Calde*****PLLC | | 2400627 | 650.00 |
| 01000-11010000-72206100-00000-1102-000000 | General Fund-Court Support \- Criminal-Investigator Fees \- 272nd-No Value-Adult Felony-No Value | 92302 | Turnb*****PLLC | | 2304189 | 150.00 |
| 01000-11010000-72206300-00000-1102-000000 | General Fund-Court Support \- Criminal-Other Litigation Expenses \- 272nd-No Value-Adult Felony-No Value | 800687 | Shime***** | | 2303422* | 502.12 |
| | | 802183 | Greav***** | | 1904369 | 22.00 |
| | | | | | 2200113 | 23.00 |
| | | | | | 2300850 | 24.00 |
| | | | | | 2301929 | 0.00 |
| 01000-11010000-72206300-00000-1104-000000 | General Fund-Court Support \- Criminal-Other Litigation Expenses \- 272nd-No Value-Adult Misdemeanor-No Value | 802183 | Greav***** | | 2303772 | 33.00 |
| | | | | | 1700544 | 30.00 |
| | | | | | 2301930 | 0.00 |
| 01000-11010000-72207000-00000-1102-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Felony-No | 102828 | Sarah*****LLC | | 2501610 | 1,000.00 |
| | | 801423 | Davis***** | | 2500672 | 1,000.00 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|---|-----------------|-------------------------------------|--------------------|---------------------|---------------------|
| 01000-11010000-72207000-00000-1102-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Felony-No Value | 96520 | Thoma***** | | 2500678 | 475.00 |
| | | | | | 2500679 | 525.00 |
| | | 97088 | Cagle***** , The | | 2404088 | 3,040.00 |
| | | | | | 2500118 | 1,225.00 |
| | | 97495 | Calde*****PLLC | | 2001948 | 0.00 |
| 2404389 | 1,300.00 | | | | | |
| 01000-11010000-72207000-00000-1104-000000 | General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Misdemeanor-No Value | 96520 | Thoma***** | | 2403355 | 375.00 |
| | | | | | 2500613 | 425.00 |
| | | 97495 | Calde*****PLLC | | 2001948 | 525.00 |
| 01000-11010000-72209000-00000-0000-000000 | General Fund-Court Support \- Criminal-Court Appointed Interpreter-No Value-No Value-No Value | 92425 | Zaval***** | | 25- 0501 | 498.40 |
| | | 96664 | Ag Tr*****terpretation Services Llc | | 434 | 240.00 |
| 01000-11010000-72660000-00000-0000-000000 | General Fund-Court Support \- Criminal-Psychiatric Services-No Value-No Value-No Value | 96087 | Rocke*****PhD PLLC | | 140023942 | 1,749.00 |
| | | | | | 140023943 | 1,539.00 |
| 01000-11010000-72670000-00000-0000-000000 | General Fund-Court Support \- Criminal-Psychological Services-No Value-No Value-No Value | 96087 | Rocke*****PhD PLLC | | 140023938 | 2,001.00 |
| 01000-11020000-61210000-00000-0000-000000 | General Fund-Court Support \- Civil-Court Costs-No Value-No Value-No Value | 91994 | Words***** | | 25021 | 588.00 |
| 01000-11020000-72191000-00000-0000-000000 | General Fund-Court Support \- Civil-Cluster Court Support-No Value-No Value-No Value | 19997 | Foste***** | | 3582 | 2,425.00 |
| 01000-11022720-72110000-00000-1005-000000 | General Fund-Court Support \- Child Protective Svc \- 272nd-Attorney Fees-No Value-Children-No Value | 102621 | Law O*****Medina PLLC | | 21000066 51925 50 | 50.00 |
| | | | | | 22002062 51925 390 | 390.00 |
| | | | | | 24003426 51925 80 | 80.00 |
| 01000-11023610-72110000-00000-1002-000000 | General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Non Custodial Parents-No Value | 100912 | Palmo*****ugh & Russ LLP | | 24003010 51625 150 | 150.00 |
| | | | | | 24003574 51625 190 | 190.00 |
| 01000-11024720-72110000-00000-1001-000000 | General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Custodial Parents-No Value | 100912 | Palmo*****ugh & Russ LLP | | 24001955 51925 320 | 320.00 |
| | | | | | 24003170 51925 240 | 240.00 |
| | | | | | 24003593 51925 200 | 200.00 |
| | | | | | 25000614 51925 1380 | 1,380.00 |
| | | | | | 25000884 51925 260 | 260.00 |
| | | | | | 25000939 51925 200 | 200.00 |
| 01000-11024720-72110000-00000-1002-000000 | General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non Custodial Parents-No Value | 101623 | Buck ***** | | 25000269 51925 690 | 690.00 |
| | | | | | | |
| | | 100912 | Palmo*****ugh & Russ LLP | | 25000377 51925 130 | 130.00 |
| | | | | | 25001009 51925 340 | 340.00 |
| | 101623 | Buck ***** | | 24001913 51925 760 | 760.00 | |
| | | | | 24003138 51925 670 | 670.00 | |
| 01000-11028500-72110000-00000-1002-000000 | General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Non Custodial | 101623 | Buck ***** | | 25000826 51425 490 | 490.00 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|--|-----------------|------------------------------|-----------|--------------------------|---------------------|
| | Parents-No Value | | | | | |
| 01000-11100000-61880000-00000-0000-000000 | General Fund-Fleet Shop \- Light Equipment \- Administration-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000599 | 2016104 0525 | 651.18 |
| 01000-11210020-61880000-00000-0000-000000 | General Fund-Elections Administrator-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000598 | 2046467 0425 | 486.38 |
| 01000-12000100-60170000-00000-0000-000000 | General Fund-County Treasurer \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value | 94806 | Perry | 250003579 | IN-1580800 | 382.21 |
| 01000-12500100-61240000-00000-0000-000000 | General Fund-Risk Management \- Administration-Drug Testing-No Value-No Value-No Value | 97285 | Any T***** | 250000104 | 10906 | 95.00 |
| 01000-13000100-60500000-00000-0000-000000 | General Fund-Tax Assessor \- Collector \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value | 94874 | GovCo***** | 250003552 | 76455854 | 1,010.10 |
| | | 9728 | Wilto*****Ltd | 250003586 | 374317 | 70.70 |
| 01000-13000100-60600000-00000-0000-000000 | General Fund-Tax Assessor \- Collector \- Administration-Office Supplies-No Value-No Value-No Value | 94806 | Perry | 250003639 | IN-1581181 | 44.98 |
| | | 9728 | Wilto*****Ltd | 250003600 | 374326 | 275.87 |
| 01000-13000100-61680000-00000-0000-000000 | General Fund-Tax Assessor \- Collector \- Administration-Training-No Value-No Value-No Value | 94911 | Texas*****Assessing Officers | 250003561 | 6981T | 210.00 |
| | | | | 250003562 | 6978 | 125.00 |
| 01000-13000100-61801000-00000-0000-000000 | General Fund-Tax Assessor \- Collector \- Administration-Travel-No Value-No Value-No Value | Employee | Melis***** | | TRVL000314294659 | 470.48 |
| 01000-14000006-60500000-00000-0000-000000 | General Fund-Information Technology \- Non Capital-Equipment & I.T. Enhancement-No Value-No Value-No Value | 11497 | South*****ehouse | 250003482 | INV00839877 | 73.09 |
| 01000-14000006-61880000-00000-0000-000000 | General Fund-Information Technology \- Non Capital-Utilities Expenditure-No Value-No Value-No Value | 97206 | Optim***** | 250000147 | 07707-146117-01-1 MAY 25 | 256.74 |
| 01000-14000006-65440000-00000-0000-000000 | General Fund-Information Technology \- Non Capital-Network Maintenance-No Value-No Value-No Value | 11869 | Lowes***** | 250000078 | 983303 | 19.26 |
| 01000-14000006-65550000-00000-0000-000000 | General Fund-Information Technology \- Non Capital-Radio Maintenance-No Value-No Value-No Value | 93186 | Batte***** | 250003387 | P82293980 | 11.50 |
| 01000-14000006-71020000-00000-0000-000000 | General Fund-Information Technology \- Non Capital-Computer Contracts-No Value-No Value-No Value | 11497 | South*****ehouse | 250003559 | INV00840635 | 247.10 |
| | | 95956 | Diner***** | 250003640 | 300024844 | 255.00 |
| | | 96718 | Texas*****System | 250003550 | X002148 | 14,958.90 |
| | | 97384 | Oracl***** | 250000942 | 101789103 | 128,668.28 |
| 01000-14000006-71025000-00000-0000-000000 | General Fund-Information Technology \- Non Capital-Contract | 1335 | Avine*****roage) | 250000913 | 330543 | 4,400.00 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|--|-----------------|---------------------|-----------|------------------|---------------------|
| | Services-No Value-No Value-No Value | | | | | |
| 01000-14000100-61801000-00000-0000-000000 | General Fund-Information Technology \- Administration-Travel-No Value-No Value-No Value | Employee | Brand*****ts | | TRVL000313784422 | 346.80 |
| | | | Court***** | | TRVL000313784253 | 1,446.15 |
| 01000-14000100-61880000-00000-0000-000000 | General Fund-Information Technology \- Administration-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000602 | 2016115 0425 | 2,464.74 |
| 01000-15000100-60315000-00000-0000-000000 | General Fund-Human Resources \- Administration-Event Supplies/Services-No Value-No Value-No Value | 8441 | Hobby*****Centers | 250003495 | T5560 | 9.43 |
| 01000-15000100-61110000-00000-0000-000000 | General Fund-Human Resources \- Administration-Conference & Seminar Fees-No Value-No Value-No Value | Employee | Jenni***** | | TRVL000313526437 | 2,245.00 |
| | | | Paula***** | | TRVL000314308311 | 325.00 |
| | | | Raeen*****athy | | TRVL000314294553 | 1,105.00 |
| 01000-15000100-61240000-00000-0000-000000 | General Fund-Human Resources \- Administration-Drug Testing-No Value-No Value-No Value | 97285 | Any T***** | 250001185 | 10905 | 520.00 |
| 01000-17000100-60440000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Janitorial Supplies-No Value-No Value-No Value | 21638 | Home ***** | 250001527 | 865071583 | 56.62 |
| 01000-17000100-60500000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value | 102613 | Build***** | 250003121 | 14498 | 2,085.80 |
| 01000-17000100-61880000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000608 | 2409871 0425 | 285.34 |
| 01000-17000100-65050000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value | 11807 | Grain***** | 250000183 | 9513001488 | 14.17 |
| | | 11869 | Lowe***** | 250002220 | 986726 | 28.46 |
| | | 21638 | Home ***** | 250003379 | 865525372 | 401.76 |
| | | 93186 | Batte***** | 250000128 | P82664080 | 239.04 |
| 01000-17000100-65051000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value | 11807 | Grain***** | 250000154 | 9509028776 | 46.58 |
| | | 7141 | Baker*****mpany LLC | 250003458 | FV33424 | 23.36 |
| | | | | 250003591 | FV28132 | 1,196.25 |
| 01000-17000100-65052000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Carpentry & Building Repair-No Value-No Value-No Value | 21638 | Home ***** | 250000148 | 865550008 | 149.94 |
| | | 95001 | Sherw*****nc | 250003317 | 8590-9 | 128.38 |
| | | 96213 | Acme *****rdware | 250003525 | 4120787 | 61.83 |
| | | | | | 4120788 | 70.00 |
| | | | | | 4120951 | 54.96 |
| | | | | | 4120953 | 270.00 |
| 01000-17000100-65053000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value | 11869 | Lowe***** | 250000109 | 978358 | 52.22 |
| | | 262 | Deale*****pply | 250002603 | S101594369.001 | 210.00 |
| | | | | | S101598953.001 | 270.50 |
| | | | | | S101599014.001 | 120.00 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|--|-----------------|------------------------|-----------|----------------|---------------------|
| 01000-17000100-65053000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value | 262 | Deale*****pply | 250002603 | S101599803.001 | 263.38 |
| 01000-17000100-65054000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Fire & Safety System Maintenance-No Value-No Value-No Value | 101050 | Briga*****s LLC | 250003485 | SI-09829 | 600.00 |
| 01000-17000100-65056000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value | 11869 | Lowes***** | 250000112 | 982751 | 23.70 |
| | | | | | 988445 | 30.54 |
| | | 494 | Valle*****upply Co Inc | 250003473 | 412017 | 596.14 |
| | | | | | 412088 | 1,101.85 |
| | | 92196 | Fergu*****Inc | 250000060 | 1956188 | 142.53 |
| | | 92995 | Reece***** | 250003425 | S120676061.001 | 951.12 |
| | | 93501 | Marks***** | 250003662 | INV002218018 | 4,072.90 |
| 01000-17000100-65058000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Appliance Maintenance-No Value-No Value-No Value | 4153 | Buddy*****nce | 250000123 | 122613 | 117.00 |
| 01000-17000100-65550000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Radio Maintenance-No Value-No Value-No Value | 97596 | Amazo***** | 250003510 | 1LX3-KRVT-JRLJ | 277.30 |
| 01000-17000100-71206000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Maintenance-No Value-No Value-No Value | 102838 | The U*****LC | 250003335 | 35131 | 2,240.00 |
| 01000-17000100-71206200-00000-0000-000000 | General Fund-Facilities Services \- Administration-Carpet Cleaning-No Value-No Value-No Value | 102347 | Ambas*****LC | 250001828 | #INV106837 | 1,725.00 |
| 01000-17000100-71512000-00000-0000-000000 | General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value | 19837 | Unifi***** | 250000036 | 2960132855 | 14.28 |
| | | | | | 2960132869 | 103.42 |
| | | | | | 2960132872 | 10.96 |
| | | | | | 2960132876 | 9.67 |
| 01000-17000200-60500000-00000-0000-000000 | General Fund-Landscaping-Equipment & I.T. Enhancement-No Value-No Value-No Value | 206 | Bryan***** | 250003557 | 80658 | 1,199.98 |
| 01000-17000200-65056000-00000-0000-000000 | General Fund-Landscaping-Plumbing Maintenance-No Value-No Value-No Value | 92844 | Ewing*****ucts Inc | 250000041 | 26006105 | 88.37 |
| 01000-17000200-71206000-00000-0000-000000 | General Fund-Landscaping-Maintenance-No Value-No Value-No Value | 102838 | The U*****LC | 250003335 | 35131 | 360.00 |
| 01000-17000200-71512000-00000-0000-000000 | General Fund-Landscaping-Rental \- Uniforms-No Value-No Value-No Value | 19837 | Unifi***** | 250000036 | 2960132869 | 2.86 |
| 01000-17000300-61880000-00000-0000-000000 | General Fund-Facilities Services \- Parking Garage-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250003513 | 2474830 0425 | 280.63 |
| | | | | 250003514 | 2122834 0425-2 | 1,844.06 |
| 01000-18000100-60170000-00000-0000-000000 | General Fund-County Attorney \- | 9728 | Wילו*****Ltd | 250003606 | 374328 | 719.68 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|--|--|-----------------|------------------|-----------|------------------|---------------------|
| | Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value | | | | | |
| 01000-18000100-60600000-00000-0000-0000000 | General Fund-County Attorney \- Administration-Office Supplies-No Value-No Value-No Value | 9728 | Wilto*****Ltd | 250003607 | 374329 | 320.55 |
| | | | | | 374329.1 | 169.59 |
| 01000-18000100-61280000-00000-0000-0000000 | General Fund-County Attorney \- Administration-Dues-No Value-No Value-No Value | Employee | Rebec***** | | TRVL000314349799 | 263.00 |
| 01000-19000100-61970000-00000-0000-0000000 | General Fund-District Attorney \- Administration-Witness Reimbursement-No Value-No Value-No Value | 96870 | Best *****BCS | 250000529 | 246483 | 121.54 |
| | | | | | 246522 | 126.17 |
| | | | | | 246557 | 121.54 |
| | | | | | 246572 | 121.54 |
| | | | | | 246580 | 486.16 |
| | | | | | 246581 | 486.16 |
| | | | | | 246589 | 121.54 |
| | | | | | 246596 | 121.54 |
| 01000-21000100-60500000-00000-0000-0000000 | General Fund-County Clerk \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value | 94874 | GovCo***** | 250003440 | 76432484 | 126.01 |
| 01000-21000100-61801000-00000-0000-0000000 | General Fund-County Clerk \- Administration-Travel-No Value-No Value-No Value | Employee | Karen***** | | TRVL000314622507 | 200.90 |
| 01000-22100100-61900000-00000-0000-0000000 | General Fund-272nd District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value | 100674 | Adair*****PR | | 118 | 550.00 |
| 01000-22600100-61110000-00000-0000-0000000 | General Fund-Misdemeanor Associate Court \- Administration-Conference & Seminar Fees-No Value-No Value-No Value | 97572 | Every*****me Inc | | EVET 0120250012 | 80.00 |
| | | | | | EVET0220250289 | 80.00 |
| | | | | | EVET0220250290 | 80.00 |
| | | | | | EVET0220250314 | 80.00 |
| 01000-22800100-61280000-00000-0000-0000000 | General Fund-Family Associate Court – Administration-Dues-No Value-No Value-No Value | Employee | Wendy*****ing | | TRVL000314297437 | 303.00 |
| 01000-24101100-41009000-00000-0000-0000000 | General Fund-Justice of Peace \- Precinct 1 \- Administration-Fees \- Warrant/Capias-No Value-No Value-No Value | 97251 | Texas***** | | 11-25 | 100.00 |
| 01000-24101100-61110000-00000-0000-0000000 | General Fund-Justice of Peace \- Precinct 1 \- Administration-Conference & Seminar Fees-No Value-No Value-No Value | Employee | Amber***** | | TRVL000314623071 | 50.00 |
| 01000-24301100-41009000-00000-0000-0000000 | General Fund-Justice of Peace \- Precinct 3 \- Administration-Fees \- Warrant/Capias-No Value-No Value-No Value | 97251 | Texas***** | | 31-25 | 50.00 |
| | | | | | 36-25 | 50.00 |
| 01000-24301100-61880000-00000-0000-0000000 | General Fund-Justice of Peace \- Precinct 3 \- Administration-Utilities | 7490 | Colle*****ties | 250000611 | 1363371733 0425 | 444.79 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|---|-----------------|------------------------------|-----------|-------------------------|---------------------|
| | Expenditure-No Value-No Value-No Value | | | | | |
| 01000-24401100-41009000-00000-0000-000000 | General Fund-Justice of Peace \- Precinct 4 \- Administration-Fees \- Warrant/Capias-No Value-No Value-No Value | 97251 | Texas***** | | 4-25 | 50.00 |
| 01000-24401100-61060000-00000-0000-000000 | General Fund-Justice of Peace \- Precinct 4 \- Administration-Bonds-No Value-No Value-No Value | 8494 | Old R*****roup | | A150006717 - 06-24-2025 | 50.00 |
| | | | | | A150007288 FY25 | 50.00 |
| 01000-24401100-61750000-00000-0000-000000 | General Fund-Justice of Peace \- Precinct 4 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value | 11846 | AT&T ***** | 250001407 | 287310455307X05082025 | 113.64 |
| 01000-26001000-61880000-00000-0000-000000 | General Fund-Community Supervision \- Support-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000612 | 2122834 0425-1 | 7,013.08 |
| 01000-26002000-61880000-00000-0000-000000 | General Fund-Health Department \- Support-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000615 | 2063650 00425 | 2,645.05 |
| | | 60 | Atmos***** | 250000614 | 3042120522 0425 | 326.76 |
| 01000-28000100-60320000-00000-0000-000000 | General Fund-Sheriff Office \- Administration-Firearms Readiness-No Value-No Value-No Value | 10805 | Champ*****poration | 250003415 | 0000344612 | 725.00 |
| 01000-28000100-60350000-00000-0000-000000 | General Fund-Sheriff Office \- Administration-Food and Food Supplements-No Value-No Value-No Value | 95956 | Diner***** | 250003395 | 05022025-BUPPYS | 450.00 |
| 01000-28000100-60440000-00000-0000-000000 | General Fund-Sheriff Office \- Administration-Janitorial Supplies-No Value-No Value-No Value | 91161 | Prost***** | 250003503 | S1231603.001 | 286.22 |
| | | | | | S1231603.002 | 63.12 |
| 01000-28000100-61801000-00000-0000-000000 | General Fund-Sheriff Office \- Administration-Travel-No Value-No Value-No Value | Employee | Samue***** | | TRVL000314320729 | 98.23 |
| 01000-28000100-61880000-00000-0000-000000 | General Fund-Sheriff Office \- Administration-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000320 | 2213212 0525 | 4,416.69 |
| 01000-28000100-65320000-00000-0000-000000 | General Fund-Sheriff Office \- Administration-Equipment Maintenance-No Value-No Value-No Value | 96485 | Marat***** | 250000249 | IN0076191 | 300.00 |
| 01000-28000100-71502000-00000-0000-000000 | General Fund-Sheriff Office \- Administration-Rental \- Facility-No Value-No Value-No Value | 10336 | Texas***** Extension Service | 250000521 | EH7314493 | 150.00 |
| 01000-28002000-60080000-00000-0000-000000 | General Fund-Sheriff Office \- Jail Administration-Clothing/Uniforms-No Value-No Value-No Value | 102362 | Angel***** | 250002281 | INV13101-BB | 9,068.40 |
| 01000-28002000-60240000-00000-0000-000000 | General Fund-Sheriff Office \- Jail Administration-Detention Supplies-No Value-No Value-No Value | 95575 | Cooks***** | 250003447 | N920632 | 767.28 |
| 01000-28002000-60440000-00000-0000-000000 | General Fund-Sheriff Office \- Jail Administration-Janitorial Supplies-No Value-No Value-No Value | 94806 | Perry | 250003619 | IN-1581066 | 1,563.63 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|---|-----------------|------------------------|-----------|------------------|---------------------|
| 01000-28002000-61110000-00000-0000-000000 | General Fund-Sheriff Office \- Jail Administration-Conference & Seminar Fees-No Value-No Value-No Value | 95956 | Diner***** | 250003570 | RLNVRRWQ22F | 125.00 |
| 01000-28002000-61801000-00000-0000-000000 | General Fund-Sheriff Office \- Jail Administration-Travel-No Value-No Value-No Value | Employee | Abiga***** | | TRVL000314349929 | 1,508.92 |
| | | | Carl ***** | | TRVL000314301001 | 287.75 |
| | | | Justi***** | | TRVL000313784451 | 287.75 |
| 01000-28002000-61880000-00000-0000-000000 | General Fund-Sheriff Office \- Jail Administration-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000326 | 2295873 0425 | 754.57 |
| | | | | 250000327 | 2293418 0425 | 221.70 |
| | | | | 250000328 | 2043082 0425 | 30,310.78 |
| | | | | 250000329 | 2042927 0425 | 14,672.59 |
| | | | | 250000330 | 2427489 0425 | 559.82 |
| 01000-30201100-61801000-00000-0000-000000 | General Fund-Constable Precinct 2 \- Administration-Travel-No Value-No Value-No Value | Employee | Peter***** | | TRVL000314307949 | 327.00 |
| 01000-30301100-60080000-00000-0000-000000 | General Fund-Constable Precinct 3 \- Adminstration-Clothing/Uniforms-No Value-No Value-No Value | 102362 | Angel***** | 250002616 | INV13831-BB | 1,530.00 |
| 01000-30301100-61880000-00000-0000-000000 | General Fund-Constable Precinct 3 \- Adminstration-Utilities Expenditure-No Value-No Value-No Value | 7490 | Colle*****ties | 250000611 | 1363371733 0425 | 444.78 |
| 01000-30401100-60600000-00000-0000-000000 | General Fund-Constable Precinct 4 \- Administration-Office Supplies-No Value-No Value-No Value | 9728 | Wילו*****Ltd | 250002743 | 374374 | 84.69 |
| 01000-30401100-61110000-00000-0000-000000 | General Fund-Constable Precinct 4 \- Administration-Conference & Seminar Fees-No Value-No Value-No Value | 97572 | Every*****me Inc | 250003043 | EVET-042025-0698 | 50.00 |
| | | | | | EVET-042025-0700 | 50.00 |
| 01000-31000100-60350000-00000-0000-000000 | General Fund-Juvenile Services \- Administration Probation-Food and Food Supplements-No Value-No Value-No Value | 16490 | Wal-M*****c | 250003312 | 08879 | 84.97 |
| 01000-31000100-61240000-00000-0000-000000 | General Fund-Juvenile Services \- Administration Probation-Drug Testing-No Value-No Value-No Value | 101394 | DrugT***** | 250003653 | 189776 | 825.00 |
| 01000-31000100-61470000-00000-0000-000000 | General Fund-Juvenile Services \- Administration Probation-Prescriptions-No Value-No Value-No Value | 103175 | Youth*****estments LLC | | 19877-1 | 135.72 |
| | | | | | 19878-1 | 1.99 |
| | | | | | 19879-1 | 92.18 |
| | | | | | 19880-1 | 25.79 |
| | | | | | 19882-1 | 44.13 |
| | | 91765 | Camer***** | | April2025Medical | 14.41 |
| 01000-31000100-72270000-00000-0000-000000 | General Fund-Juvenile Services \- Administration Probation-Dental Services-No Value-No Value-No Value | 805027 | Svajd***** | 250000177 | 19043 | 60.00 |
| 01000-31000140-61680000-00000-0000-000000 | General Fund-Juvenile Services \- Administration Community Based | Employee | Daphn***** | | TRVL000313882795 | 50.00 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|--|---|-----------------|---|-----------|------------------|---------------------|
| | Mental Health-Training-No Value-No Value-No Value | | | | | |
| 01000-31000220-60240000-00000-0000-0000000 | General Fund-Juvenile Services \- Detention-Detention Supplies-No Value-No Value-No Value | 4792 | ICS J***** | 250003413 | INV808358 | 649.48 |
| | | | | 250003580 | INV808439 | 286.92 |
| 01000-31000220-60350000-00000-0000-0000000 | General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value | 101854 | Hilan*****mpany LLC | 250002895 | 0540519259043697 | 385.50 |
| | | 96917 | Gordo*****nc | 250003061 | 2002406121 | (9.15) |
| | | | | | 9022662377 | 1,842.18 |
| 01000-31000220-60440000-00000-0000-0000000 | General Fund-Juvenile Services \- Detention-Janitorial Supplies-No Value-No Value-No Value | 94806 | Perry | 250002646 | IN-1580801 | 220.18 |
| 01000-31000220-60500000-00000-0000-0000000 | General Fund-Juvenile Services \- Detention-Equipment & I.T. Enhancement-No Value-No Value-No Value | 16490 | Wal-M*****c | 250003630 | 00046 | 67.43 |
| 01000-31000220-61060000-00000-0000-0000000 | General Fund-Juvenile Services \- Detention-Bonds-No Value-No Value-No Value | 161 | Anco *****es of Bryan/College Station Inc | 250003582 | 36419 | 71.00 |
| 01000-31000220-61240000-00000-0000-0000000 | General Fund-Juvenile Services \- Detention-Drug Testing-No Value-No Value-No Value | 101394 | DrugT***** | 250003653 | 189776 | 700.00 |
| 01000-31000220-61395000-00000-0000-0000000 | General Fund-Juvenile Services \- Detention-Inmate \- Health Care-No Value-No Value-No Value | 93814 | Henry***** | 250002541 | 41468903 | 113.65 |
| 01000-31000220-61880000-00000-0000-0000000 | General Fund-Juvenile Services \- Detention-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000323 | 2222795 0525 | 136.48 |
| | | | | 250000324 | 2046376 0525 | 9,646.87 |
| | | | | 250000325 | 2046379 0525 | 849.09 |
| 01000-35500100-60500000-00000-0000-0000000 | General Fund-Emergency Management \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value | 11497 | South*****house | 250003183 | INV00839072 | 54.72 |
| 01000-35500100-71506000-00000-0000-0000000 | General Fund-Emergency Management \- Administration-Rental \- Office Space-No Value-No Value-No Value | 19277 | City ***** | 250000439 | 13214/10039 | 6,025.82 |
| 01000-36000100-41011000-00000-0000-0000000 | General Fund-Exposition Center \- Administration-Fees \- Expo Center-No Value-No Value-No Value | 103255 | Texas*****tension Service - Refund | | R1352 | 4,500.00 |
| 01000-36000100-60315000-00000-0000-0000000 | General Fund-Exposition Center \- Administration-Event Supplies/Services-No Value-No Value-No Value | 97545 | Queen*****f Texas | 250002216 | 12500 | 4,972.50 |
| 01000-36000100-60440000-00000-0000-0000000 | General Fund-Exposition Center \- Administration-Janitorial Supplies-No Value-No Value-No Value | 252 | Ray C*****ting Company | 250001155 | 504526 | 381.00 |
| | | 94806 | Perry | 250002773 | IN-1581328 | 103.08 |
| | | | | | IN-1581329A | 939.13 |
| | | | | 250003661 | IN-1581329B | 235.27 |
| 01000-36000100-61880000-00000-0000-0000000 | General Fund-Exposition Center \- Administration-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000616 | 2337552 0425 | 171.32 |
| | | | | 250000617 | 2212628 0425 | 953.29 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|--|-----------------|------------|-----------|------------------|---------------------|
| 01000-36000100-61880000-00000-0000-000000 | General Fund-Exposition Center \- Administration-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000618 | 2300181 0425 | 2,303.07 |
| | | | | 250000619 | 2212627 0425 | 5,659.06 |
| | | | | 250000620 | 2212626 0425 | 9,208.58 |
| | | | | 250000621 | 2212625 0425 | 4,766.38 |
| | | | | 250000623 | 2212630 0425 | 18.30 |
| | | | | 250000624 | 2212629 0425 | 1,813.97 |
| | | | | 250000625 | 2380284 0425 | 290.36 |
| | | | | 250000626 | 2306756 0425 | 46.50 |
| | | | | 250000627 | 2382791 0425 | 23.25 |
| | | | | 250000628 | 2382874 0425 | 15.61 |
| 01000-36000100-65050000-00000-0000-000000 | General Fund-Exposition Center \- Administration-Building Maintenance-No Value-No Value-No Value | 11807 | Grain***** | 250000714 | 9503139900B | 66.52 |
| 01000-36000100-65320000-00000-0000-000000 | General Fund-Exposition Center \- Administration-Equipment Maintenance-No Value-No Value-No Value | 11807 | Grain***** | 250003305 | 9503139900A | 130.22 |
| | | 97037 | WRI O***** | 250002491 | 72844 | 132.65 |
| | | | | | 72845 | 201.76 |
| | | | | | P00103 | 28.95 |
| | | | | | P00279 | 209.00 |
| 01000-36000100-65400000-00000-0000-000000 | General Fund-Exposition Center \- Administration-Grounds Maintenance-No Value-No Value-No Value | 11807 | Grain***** | 250000700 | 9495329667A | 119.03 |
| 01000-36000100-71080000-00000-0000-000000 | General Fund-Exposition Center \- Administration-Grounds Maintenance-No Value-No Value-No Value | 11807 | Grain***** | 250003193 | 9495329667B | 163.53 |
| 01000-36500100-61880000-00000-0000-000000 | General Fund-Brazos Center \- Administration-Utilities Expenditure-No Value-No Value-No Value | 20 | Bryan***** | 250000629 | 2031841 0425 | 206.40 |
| | | | | 250000630 | 2031846 0425 | 6,605.01 |
| | | | | 250000631 | 2031845 0425 | 107.30 |
| | | | | 250000632 | 2031847 0425 | 36.33 |
| | | | | 250000633 | 2031848 0525 | 140.33 |
| | | | | 250000634 | 2033340 0425 | 18.54 |
| 01000-36500100-65050000-00000-0000-000000 | General Fund-Brazos Center \- Administration-Building Maintenance-No Value-No Value-No Value | 11869 | Lowes***** | 250000412 | 980354 | 18.02 |
| | | | | | 985013 | 45.52 |
| 01000-37000100-61110000-00000-0000-000000 | General Fund-County Agriculture Extension \- Administration-Conference & Seminar Fees-No Value-No Value-No Value | Employee | Flora***** | | TRVL000314301885 | 96.50 |
| 01000-37000100-61801000-00000-0000-000000 | General Fund-County Agriculture Extension \- Administration-Travel-No Value-No Value-No Value | Employee | Flora***** | | TRVL000314301885 | 694.07 |
| 01000-38000100-61320003-00000-0000-000000 | General Fund-Child Protective Services \- Administration-Foster Care \- Gift-No Value-No Value-No | 103088 | BCS T***** | | 05192025 | 300.00 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|--|-----------------|-----------------------------|-----------|------------------|---------------------|
| | Value | | | | | |
| 01000-38000100-61320006-00000-0000-000000 | General Fund-Child Protective Services \- Administration-Foster Care \- Summer Camp-No Value-No Value-No Value | 103274 | Tann,***** | | 665448 | 150.00 |
| 01000-56001000-61880000-00000-0000-000000 | General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value | 1038 | Wicks***** Utility District | 250000334 | 107194 0425 | 24.37 |
| | | 20 | Bryan***** | 250000637 | 2075819 0425* | 11.30 |
| | | | | 250000639 | 2043190 0425 | 810.33 |
| | | | | 250000640 | 2042812 0425 | 681.98 |
| | | | | 250000641 | 2342538 0425 | 17.79 |
| | | | | 250000668 | 2042813 0425 | 1,010.49 |
| | | 4582 | Wellb*****ity District | 250000335 | 102-4480-00 0425 | 38.13 |
| 01000-56001000-65660000-00000-0000-000000 | General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value-No Value | 103007 | Texas***** | 250003418 | 026443 | 2,105.00 |
| | | 93681 | Ikes *****C | 250003483 | 596423 | 812.70 |
| 01000-56001000-71500000-00000-0000-000000 | General Fund-Road & Bridge \- Administration-Rental \- Equipment-No Value-No Value-No Value | 10153 | Musta*****es | 250002845 | B0493106 | 5,445.00 |
| 01000-56001000-71512000-00000-0000-000000 | General Fund-Road & Bridge \- Administration-Rental \- Uniforms-No Value-No Value-No Value | 19837 | Unifi***** | 250000135 | 2960132842 | 187.63 |
| 01000-56001000-80715000-00000-0000-000000 | General Fund-Road & Bridge \- Administration-Roads \- Capital-No Value-No Value-No Value | 20 | Bryan***** | | 2412-R-53181 | 6,224.66 |
| 01000-56002000-60600000-00000-0000-000000 | General Fund-Fleet Shop \- Heavy Equipment-Office Supplies-No Value-No Value-No Value | 9728 | Wilto*****Ltd | 250003677 | 374417 | 30.42 |
| 01000-56002000-61620000-00000-0000-000000 | General Fund-Fleet Shop \- Heavy Equipment-Subscriptions & Publications-No Value-No Value-No Value | 95698 | Mitch***** | 250003623 | 32721970 | 5,088.00 |
| 01000-56002000-65320000-00000-0000-000000 | General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value | 100138 | Gladn*****lutions LLC | 250003497 | 85346 | 275.63 |
| | | 11682 | Napa ***** | 250003127 | 395934 | 535.80 |
| | | | | | 396137 | (180.00) |
| | | | | | 396330 | 180.00 |
| | | | | | 396331 | (189.00) |
| | | | | | 397028 | 535.80 |
| | | | | | 397259 | (81.00) |
| | | | | | 397361 | 12.76 |
| | | | | | 397965 | 12.76 |
| | | | | | 398190 | 54.22 |
| | | | | | 398191 | 13.40 |
| | | | | | 398234 | 20.86 |
| | | 7002 | Unite***** | 250003278 | 13952822 | 99.66 |
| | | 73 | Musta***** | 250002765 | PART6941738 | 269.53 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|---|-----------------|----------------------------------|-----------|------------------|---------------------|
| 01000-56002000-65320000-00000-0000-000000 | General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value | 73 | Musta***** | 250002765 | PART6941739 | 304.74 |
| | | 90180 | Perfo***** | 250003476 | S0052463191 | 127.56 |
| | | 93681 | Ikes *****C | 250000069 | 597270 | 18.20 |
| | | | | | 597385 | 63.00 |
| | | 96119 | Bobca***** | 250000083 | 31038683 | 823.58 |
| | | 96270 | Asco***** | 250003540 | PSO596788-1 | 1,962.07 |
| 01000-56002000-65720000-00000-0000-000000 | General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value-No Value | 91900 | Linde***** Inc | 250003277 | 49861838 | 104.63 |
| | | 97038 | Diamo***** | 250003625 | 284372 | 350.19 |
| | | 97311 | Kimba***** | 250003584 | 103372241 | 302.34 |
| 01000-56002000-65950000-00000-0000-000000 | General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value | 11682 | Napa***** | 250002334 | 396369 | 64.81 |
| | | | | 250003624 | 397386 | 123.45 |
| | | 802094 | Rodri*****ment & Auto Repair Inc | 250001325 | 38483 | 70.00 |
| 01000-56002000-71512000-00000-0000-000000 | General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value | 19837 | Unifi***** | 250002596 | 2960132844 | 29.23 |
| | | | | | 2960133817 | 29.23 |
| 01000-56002000-71701000-00000-0000-000000 | General Fund-Fleet Shop \- Heavy Equipment-Solid Waste \- Hauling-No Value-No Value-No Value | 103267 | Unive*****al Services LLC | 250003621 | IN0635250 | 400.00 |
| 01000-56005000-61880000-00000-0000-000000 | General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value | 1038 | Wicks***** Utility District | 250000334 | 115970 0425 | 38.67 |
| | | 20 | Bryan***** | 250000337 | 2075791 0425 | 19.49 |
| | | | | 250000338 | 2077216 0425 | 33.37 |
| | | | | 250000339 | 2075818 0425 | 49.79 |
| | | | | 250000340 | 2075769 0425 | 47.19 |
| | | | | 250000341 | 2075420 0425 | 24.93 |
| | | 4582 | Wellb*****ity District | 250000335 | 104-2580-00 0425 | 38.13 |
| 11000-11002500-73751000-00000-0000-000000 | Hotel Occupancy Tax Fund-Hotel Occupancy Tax-Texas A&M Agrilife Extension Service-No Value-No Value-No Value | 96898 | Texas*****tension Service | 250003597 | E513354 | 50,000.00 |
| 15000-52000100-61620000-00000-0000-000000 | Law Library Fund-Law Library Fund \- Administration-Subscriptions & Publications-No Value-No Value-No Value | 91607 | Lexis*****nder | 250000362 | 4285382G | 536.89 |
| 20000-21005000-61500000-00000-0000-000000 | County Clerk Records Management Fund-County Clerk Management Fund-Printing-No Value-No Value-No Value | 1229 | Alpha***** | 250003326 | 69334 | 3,977.41 |
| 30000-272300-60500000-00000-0000-000000 | Brazos County Grant Fund-Texas Indigent Defense Commission Grant\ 212\ 25\ C03-Equipment & I. T. Enhancement-No Value-No Value-No Value | 11497 | South*****ehouse | 250003080 | INV00838419 | 54.72 |
| 30000-272300-61210000-00000-1102-000000 | Brazos County Grant Fund-Texas Indigent Defense Commission Grant\ 212\ 25\ C03-Court Costs-No Value-Adult Felony-No Value | 802183 | Greav***** | | 2301929 | 3,250.00 |
| | | | | | 2301930 | 2,061.41 |
| 30000-272300-61210000-00000-1104-000000 | Brazos County Grant Fund-Texas | 802183 | Greav***** | | 2301930 | 0.00 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|---|-----------------|--------------------|-----------|---------------------|---------------------|
| | Indigent Defense Commission Grant\~ 212\~25\~C03-Court Costs-No Value-Adult Misdemeanor-No Value | | | | | |
| 30000-272300-61401000-00000-0000-000000 | Brazos County Grant Fund-Texas Indigent Defense Commission Grant\~ 212\~25\~C03-Interpreters-No Value-No Value-No Value | 95313 | USA C*****eters | 250003665 | 2936 | 384.00 |
| 30000-272300-61801000-00000-0000-000000 | Brazos County Grant Fund-Texas Indigent Defense Commission Grant\~ 212\~25\~C03-Travel-No Value-No Value-No Value | 95956 | Diner***** | 250003608 | 100104807237 | 6.05 |
| 30000-302001-60320000-00000-0000-000000 | Brazos County Grant Fund-Constable Precinct 2 \~ NRA-Firearms Readiness-No Value-No Value | 97324 | Boss ***** LLC | 250003246 | 62306 | 2,525.55 |
| 30000-303003-60080000-00000-0000-000000 | Brazos County Grant Fund-Constable Pct 3 \~ Rifle Resistant Body Armor-Clothing/Uniforms-No Value-No Value-No Value | 102362 | Angel***** | 250002616 | INV13831-BB | 1,881.08 |
| 43200-63432600-80715000-00000-0000-000000 | 2020 Certificates of Obligation-Road Reconstruction-Roads \~ Capital-No Value-No Value-No Value | 101554 | Dudle*****C | 240003525 | INV-6107 | 15,336.46 |
| | | 96264 | Brzo***** | 240004502 | Pay App #7 | 94,430.75 |
| 43230-63432306-71025000-00000-0000-000000 | On System road Bond \~ TXDOT-Leonard Road-Contract Services-No Value-No Value-No Value | 102445 | RG Mi*****nc | 240001312 | 99568-16 | 17,921.30 |
| 43230-63432311-71025000-00000-0000-000000 | On System road Bond \~ TXDOT-Harvey Road-Contract Services-No Value-No Value-No Value | 102444 | Lamb-***** LLC | 240001313 | B201692.01-12339-16 | 95,859.24 |
| 45000-00000000-30302000-00000-0000-000000 | Capital Improvement Fund-No Value-Contract Pay \~ Retainages-No Value-No Value-No Value | 96264 | Brzo***** | 240004502 | Pay App #7 | (4,721.54) |
| 45000-63111000-80890000-00000-0000-000000 | Capital Improvement Fund-Fleet Shop\~Light Equipment\~Capital-Vehicles-No Value-No Value-No Value | 100158 | Dana *****c | 250003150 | 961286 | 319.37 |
| | | 91345 | CC Cr***** | 250003416 | N815977 | 225.00 |
| 45000-63310001-80101000-00000-0000-000000 | Capital Improvement Fund-Juvenile Services \~ Capital-Building Improvements-No Value-No Value-No Value | 101932 | Allen***** | 250001436 | 47529 | 9,391.25 |
| 50000-64005000-71112000-00000-0000-000000 | Health and Life Insurance Fund-Group Insurance \~ Administration-Medical Claims \~ County-No Value-No Value-No Value | 6313 | Texas*****Counties | | 2177252025051600 | 277,533.59 |
| 50000-64005000-71113000-00000-0000-000000 | Health and Life Insurance Fund-Group Insurance \~ Administration-Dental Claims \~ County-No Value-No Value-No Value | 6313 | Texas*****Counties | | 2177252025051600 | 12,812.54 |
| 50000-64005100-61620000-00000-0000-000000 | Health and Life Insurance Fund-Health & Wellness Clinic-Subscriptions & Publications-No Value-No Value-No Value | 97126 | Athen***** | 250001326 | 696198 | 1,006.45 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|---|-----------------|-----------------------------------|-----------|-------------------|---------------------|
| 60000-00000000-31120000-00000-0000-000000 | Payroll Agency Fund-No Value-Deferred Compensation \- Nationwide-No Value-No Value-No Value | 3382 | Natio***** Solutions | | 05.16.25 | 8,010.18 |
| 60000-00000000-31125000-00000-0000-000000 | Payroll Agency Fund-No Value-Deferred Compensation \- Secur Benefit-No Value-No Value-No Value | 6165 | Secur***** Insurance Co | | 05.16.25 | 1,175.00 |
| 60000-00000000-31128000-00000-0000-000000 | Payroll Agency Fund-No Value-Deferred Compensation \- VALIC-No Value-No Value-No Value | 10789 | Varia***** Insurance Co Inc | | 05.16.25 | 3,786.35 |
| 60000-00000000-31150000-00000-0000-000000 | Payroll Agency Fund-No Value-County Property Tax Payable-No Value-No Value-No Value | 21268 | Brazo***** | | 05.16.25-GH | 100.00 |
| 60000-00000000-31204200-00000-0000-000000 | Payroll Agency Fund-No Value-Withholding \- Unreimb. Medical-No Value-No Value-No Value | 102270 | Bull, ***** | | FSA 05.16.2025 EB | 737.50 |
| 60000-00000000-31244000-00000-0000-000000 | Payroll Agency Fund-No Value-Withholding \- Levy\ -Bankruptcy-No Value-No Value-No Value | 94674 | Peake***** | | 05.16.25-GM | 618.47 |
| 60000-00000000-31600000-00000-0000-000000 | Payroll Agency Fund-No Value-Withholding \- United Way-No Value-No Value-No Value | 3395 | Unite*****zos Valley | | 05.16.25 | 29.77 |
| 91000-00000000-43011000-00000-0000-000000 | Health \- County Health District-No Value-C4 Clinic Revenue-No Value-No Value-No Value | 103269 | Carra*****a, Mary Aleida - Refund | | R-202505500009 | 100.00 |
| 91000-53000100-60350000-00000-0000-000000 | Health \- County Health District-Health Department \- Administration-Food and Food Supplements-No Value-No Value-No Value | 95956 | Diner***** | 250003457 | 051520 | 86.73 |
| 91000-53000100-61110000-00000-0000-000000 | Health \- County Health District-Health Department \- Administration-Conference & Seminar Fees-No Value-No Value-No Value | 97572 | Every*****me Inc | 250003260 | EVET-042025-0770 | 80.00 |
| | | | | | EVET-042025-0782 | 50.00 |
| 91000-53000100-71025000-00000-0000-000000 | Health \- County Health District-Health Department \- Administration-Contract Services-No Value-No Value-No Value | 94324 | Audio*****Inc | 250000394 | 79775 | 35.00 |
| 91000-53002000-61110000-00000-0000-000000 | Health \- County Health District-Clinic Services Administration-Conference & Seminar Fees-No Value-No Value-No Value | 97572 | Every*****me Inc | 250003259 | EVET-042025-0802 | 75.00 |
| 91000-53002100-60170000-00000-0000-000000 | Health \- County Health District-C4 Clinic-Copier/Printer/Fax Supplies-No Value-No Value-No Value | 9728 | Wilto*****Ltd | 250003644 | 374379.1 | 123.12 |
| | | | | | 374379.2 | 675.51 |
| 91000-53002100-60600000-00000-0000-000000 | Health \- County Health District-C4 Clinic-Office Supplies-No Value-No Value-No Value | 9728 | Wilto*****Ltd | 250003645 | 374380 | 271.79 |
| | | | | | 374380.1 | 171.21 |
| | | | | | 374380.2 | 78.12 |
| 91000-53002100-61110000-00000-0000-000000 | Health \- County Health District-C4 Clinic-Conference & Seminar Fees-No Value-No Value-No Value | 97572 | Every*****me Inc | 250003260 | EVET-042025-0778 | 50.00 |
| | | | | | EVET-042025-0779 | 50.00 |
| | | | | | EVET-042025-0780 | 50.00 |

| Account | Account Description | Supplier Number | Party Name | PO | Invoice Number | Invoice Line Amount |
|---|---|-----------------|---------------|-----------|------------------|---------------------|
| 91000-53003000-60360000-00000-0000-000000 | Health \- County Health District-Lab Administration-Furniture Expense-No Value-No Value-No Value | 9728 | Wilto*****Ltd | 250003573 | 374304 | 250.77 |
| 91000-53003000-60380000-00000-0000-000000 | Health \- County Health District-Lab Administration-Health Supplies-No Value-No Value-No Value | 9728 | Wilto*****Ltd | 250003573 | 374304 | 184.10 |
| 91000-532300-61500000-00000-0000-000000 | Health \- County Health District-Maternal, Child & Adolescent Health Grant-Printing-No Value-No Value-No Value | 1229 | Alpha***** | 250003057 | 69186 | 6,324.00 |
| 91000-533200-60170000-00000-0000-000000 | Health \- County Health District-Texas A&M Health Science Center Vaccination Project-Copier/Printer/Fax Supplies-No Value-No Value-No Value | 9728 | Wilto*****Ltd | 250003572 | 374306.1 | 496.38 |
| | | | | | 374306.2 | 1,785.24 |
| 91000-533200-60600000-00000-0000-000000 | Health \- County Health District-Texas A&M Health Science Center Vaccination Project-Office Supplies-No Value-No Value-No Value | 9728 | Wilto*****Ltd | 250003572 | 374306 | 106.28 |
| 91000-535000-61801000-00000-0000-000000 | Health \- County Health District-Texas Healthy Communities-Travel-No Value-No Value-No Value | Employee | Sonia***** | | TRVL000314301826 | 158.67 |
| | | | | | TRVL000314301849 | 85.00 |
| | | | | | TRVL000314301869 | 139.30 |
| Grand Total | | | | | | 1,126,464.06 |



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

5/27/2025

ITEM:

Convene into Executive Session pursuant to the following:

- a. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract A).
- b. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract B).
- c. Texas Government Code §551.087 for deliberation regarding economic development negotiations.

TO:

Commissioners Court

DATE:

05/14/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

§ COUNTY OF BRAZOS

§ STATE OF TEXAS

COMMISSIONERS COURTS: DELIBERATION REGARDING CONTRACTS BEING NEGOTIATED;
CLOSED MEETING.

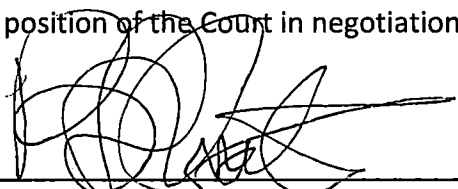
The Commissioners Court ("Court") has proposed to deliberate the negotiation of contracts in closed session. The Court wishes to deliberate the business and financial issues of the following proposed contracts:

- a. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract A).
- b. Texas Government Code §551.0725 to deliberate business and financial issues related to a contract being negotiated (Contract B).

Texas Government Code §551.0725 provides that the Court may deliberate the business and financial issues of these contracts in closed session if, before conducting the closed meeting:

- (1) The Court votes unanimously that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third person; and
- (2) The attorney advising the Commissioners Court issues a written determination that deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.
- (3) Notwithstanding Section 551.103(a), Government Code, the Commissioners Court must make a tape recording of the proceedings of a closed meeting to deliberate the information.

It is my determination that deliberation in an open meeting would have a detrimental effect on the position of the Court in negotiations with a third person.



Bruce L. Erratt

Brazos County General Counsel

Date: 5-27-2025



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: County Auditor

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Acknowledgement of FY 2025 Committed Emergency Fund Calculation increasing the Committed Emergency Fund by \$3,917,235 to total \$40,000,444 per Resolution 24-013.

TO: Commissioners Court

FROM: Marci Turner

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Unreserved and Unrestricted General Fund Balance.

NOTES/EXCEPTIONS: Per Resolution 24-013, Brazos County commits 25% of the previous fiscal year's actual revenue (excluding one-time federal assistance and other financing sources) for emergency purposes only. GFOA (Government Finance Officers Association) recommends governments establish a formal policy on the level of fund balance that should remain in the general fund at all times in order to reduce the risk of revenue/expenditure volatility, to reduce the exposure to significant one-time outlays, and to positively impact the government's bond ratings and costs of borrowing funds. This calculation adjusts the County's committed emergency fund balance based off FY 2024 revenues as reported in the Annual Consolidated Financial Report.

ATTACHMENTS:

File Name

Description

Type

[Committed Emergency Fund Calc 05.15.2025.pdf](#)

FY 2025 Committed Emergency Fund
Balance Calculation

Cover Memo

[24-013 Commitment of General Fund Balance for Emergency Purposes.pdf](#)

Resolution 24-013

Cover Memo

Brazos County
FY25 Committed Emergency Fund Calculation

| | |
|--|-------------------------|
| FY2024 Total Revenues | 160,001,775 |
| (Less one time federal assistance and other financing sources) | - |
| Total Revenues for Committed Emergency Fund Calculation | 160,001,775 |
| | x 25% |
| 25% of Total FY24 Revenues = FY25 Emergency Fund Balance | 40,000,444 |
| Less FY 24 Committed Emergency Fund Balance | <u>(36,083,209)</u> |
| Change in Emergency Fund Balance | <u><u>3,917,235</u></u> |



Resolution

Commitment of General Fund Balance for Emergency Purposes

- WHEREAS** The Brazos County Commissioners Court is committed to fiscal responsibility and honoring its obligations.
- WHEREAS** The Brazos County Commissioners Court desires to be transparent and clear to the citizens and investors about Brazos County's financial stability, and implementation and adherence to financial industry best practices,
- WHEREAS** The Brazos County Commissioners Court finds it in the best interest of the citizens of Brazos County that a portion of the General Fund fund balance be committed as an emergency fund that will only be available and accessible for expenditures when a county wide emergency has been declared,
- WHEREAS** Commissioners Court finds that a reasonable amount for this committed fund balance is 25% of the previous fiscal years actual revenue excluding one time federal assistance and other financing sources,
- WHEREAS** Commissioners Court agrees that in the event an emergency is declared and these funds are needed for emergency purposes, the Court will define the amount needed as soon as practicable and that any changes to the amount committed for emergency purposes will require Court approval in an open meeting and in the form of a resolution.

NOW, THEREFORE, BE IT RESOLVED that Commissioners Court approves the commitment of 25% of the previous fiscal years actual revenue for emergency purposes only and directs the County Auditor and Budget Officer to report as such on appropriate financial and budgetary reports.

PASSED AND ADOPTED this 4TH day of JUNE 2024 in Bryan, Brazos County, Texas.

A large, stylized signature of Duane Peters, County Judge, is written over a horizontal line.

Duane Peters
County Judge

A signature of Commissioner Steve Aldrich is written over a horizontal line.

Commissioner Steve Aldrich
Precinct 1

A signature of Commissioner Chuck Konderla is written over a horizontal line.

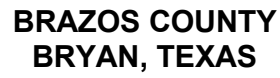
Commissioner Chuck Konderla
Precinct 2

A signature of Commissioner Nancy Berry is written over a horizontal line.

Commissioner Nancy Berry
Precinct 3

A signature of Commissioner Wanda Watson is written over a horizontal line.

Commissioner Wanda Watson
Precinct 4



NUMBER:

5/27/2025

Acknowledgement of the Investment Report for Quarter Ending 03/31/2025.

Commissioners Court

05/22/2025

False

False

\$0.00

ATTACHMENTS:

File Name

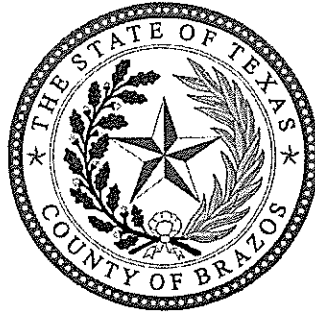
[Investment_Report_QE_03.31.2025.pdf](#)

Description

Investment Report for QE 03/31/2025

Type

Backup Material



Cristian Villarreal
Brazos County Treasurer
cvillarreal@brazoscountytexas.gov

200 S. Texas Avenue, Ste 240
Bryan, Texas 77803
Tel: 979-361-4340

DATE: 05/22/2025

TO: Hon. Duane Peters, County Judge
Hon. Bentley Nettles, Commissioner
Hon. Chuck Konderla, Commissioner
Hon. Fred Brown, Commissioner
Hon. Wanda Watson, Commissioner

FROM: Cristian Villarreal, County Treasurer

RE: Quarter Ending 03/31/2025 Investment Report

This report is made in accordance with the provisions of Gov. Code 2256, The Public Funds Investment Act, which requires quarterly reporting of investment transactions to the Commissioners' Court.

The Brazos County Investment portfolio earned an average yield of 4.36% on the quarterly average balance of \$47,122,659.67 invested with TexPool, an average yield of 4.49% on the quarterly average balance of \$114,841,499.99 invested with Texas Class, an average yield of 4.27% on the quarterly average balance of \$18,179,492.85 invested with Texas Class Government, an average yield of 4.38% on the quarterly average balance of \$9,139,441.79 invested with Texas Range Daily and an average yield of 4.55% on the quarterly ending balance of \$15,000,000.00 invested with Texas Range Term for the period ending 03/31/2025. Investment interest earned and received during the quarter was \$2,083,321.06. The actual ending balance invested on 03/31/2025 was \$201,550,969.69.

The average rate of interest earned at PNC was 2.10%. Interest deposited from PNC for the quarter ending 03/31/2025 was \$1,730.38 for the quarter average depository investable balance of \$828,297.19. The average rate of interest earned at Truist was 4.60%. Interest deposited from Truist for the quarter ending 03/31/2025 was \$2,160,289.98 for the quarter average depository investable balance of \$197,564,240.19.

Total interest earned and received for the quarter ending 03/31/2025 was \$4,245,341.42.

Investment Strategy

Brazos County's foremost objective remains preservation of principal followed by liquidity and yield as per the Brazos County Investment Policy.

Summary of Portfolio Changes

There was a net movement of \$2 million in January and \$2 million in February from Texas Class to Truist for Accounts Payable. The last PNC bank account was closed in February and remaining balance was moved to Texas Class. In addition, \$5 million was moved from the Texas Range Daily Pool to the Texas Range Fixed Rate Pool in March 2025. Federal Funds current target range remained at 4.25-4.50% as of March 31, 2025

FY 2025 INTEREST RATES AND EARNINGS BY MONTH

| | TexPool Interest | Int Rate | TX CLASS Interest | Int Rate | TX CLASS Gov Interest | Int Rate | TX Range Interest | Int Rate | Checking Acct Interest | PNC Int Rate | Truist Int Rate | Total Interest |
|----------------|---------------------|-------------|----------------------|-------------|--------------------------|-------------|----------------------|-------------|---------------------------|-----------------|--------------------|-------------------|
| Oct-24 | 192,912.12 | 4.91 | 454,045.50 | 5.04 | 78,399.22 | 4.75 | 50,946.67 | 4.93 | 568,807.15 | 2.45 | 5.10 | 1,345,110.66 |
| Nov-24 | 180,492.58 | 4.73 | 426,347.59 | 4.88 | 73,925.00 | 4.62 | 41,187.11 | 4.72 | 508,105.34 | 2.45 | 4.85 | 1,230,057.62 |
| Dec-24 | 180,535.94 | 4.56 | 434,818.25 | 4.75 | 73,513.07 | 4.45 | 41,394.26 | 4.57 | 559,131.90 | 2.30 | 4.85 | 1,289,393.42 |
| Q/E 12/31/2024 | 553,940.64 | 4.73 | 1,315,211.34 | 4.89 | 225,837.29 | 4.61 | 133,528.04 | 4.74 | 1,636,044.39 | 2.40 | 4.93 | 3,864,561.70 |
| Jan-25 | 174,514.39 | 4.39 | 446,614.08 | 4.54 | 71,014.13 | 4.28 | 40,139.28 | 4.40 | 699,380.54 | 2.10 | 4.60 | 1,431,662.42 |
| Feb-25 | 156,902.56 | 4.35 | 394,178.16 | 4.49 | 63,594.54 | 4.27 | 36,209.22 | 4.38 | 721,738.09 | 2.10 | 4.60 | 1,372,622.57 |
| Mar-25 | 173,455.82 | 4.33 | 434,381.73 | 4.43 | 63,086.79 | 4.25 | 29,230.36 | 4.35 | 740,901.73 | 2.10 | 4.60 | 1,441,056.43 |
| Q/E 03/31/2025 | 504,872.77 | 4.36 | 1,275,173.97 | 4.49 | 197,695.46 | 4.27 | 105,578.86 | 4.38 | 2,162,020.36 | 2.10 | 4.60 | 4,245,341.42 |
| YTD TOTALS | 1,058,813.41 | 4.55 | 2,590,385.31 | 4.69 | 423,532.75 | 4.44 | 239,106.90 | 4.56 | 3,798,064.75 | 2.25 | 4.77 | 8,109,903.12 |


Attached are the following reports:

- 1) Summary of Investments by Fund & Strategy
- 2) Investment Summary Quarter End Activity Report
- 3) Weighted Average Maturity & Yield

To the best of our knowledge, the investment portfolio in this report conforms in all respects to the Investment Policy of Brazos County and is being managed under the investment strategy of said policy as approved by the Commissioner's Court of Brazos County.


Cristian Villarreal, County Treasurer, CIO

5/22/2025
Date


Jamie Cartwright, Chief Deputy Treasurer

5/22/2025
Date

SUMMARY OF INVESTMENTS BY FUND & STRATEGY

| <u>General Fund (01000)</u> | | <u>COST</u> | <u>Book Value</u> |
|---|--------------------------|--------------------------|--------------------------|
| | TexPool | \$ 47,290,597.74 | \$ 47,290,597.74 |
| | TX Class | \$ 80,161,712.17 | \$ 80,161,712.17 |
| | Texas Range Daily | \$ 5,837,665.10 | \$ 5,837,665.10 |
| | Texas Range Term | \$ 15,000,000.00 | \$ 15,000,000.00 |
| | | \$ 148,289,975.01 | \$ 148,289,975.01 |
| STRATEGY TYPE: OPERATING FUNDS | | \$ 148,289,975.01 | \$ 148,289,975.01 |
| <u>2020 COs (43200)</u> | | | |
| | TX Class | \$ 4,033,053.57 | \$ 4,033,053.57 |
| | | \$ 4,033,053.57 | \$ 4,033,053.57 |
| <u>On System Road Bond (43230)</u> | | | |
| | TX Class | \$ 13,253,679.41 | \$ 13,253,679.41 |
| | | \$ 13,253,679.41 | \$ 13,253,679.41 |
| <u>Off System Road Bond (43231)</u> | | | |
| | TX Class | \$ 4,853,874.17 | \$ 4,853,874.17 |
| | | \$ 4,853,874.17 | \$ 4,853,874.17 |
| <u>2023 COs (43232)</u> | | | |
| | TX Class | \$ 9,571,197.45 | \$ 9,571,197.45 |
| | | \$ 9,571,197.45 | \$ 9,571,197.45 |
| STRATEGY TYPE: CAPITAL PROJECTS | | \$ 31,711,804.60 | \$ 31,711,804.60 |
| <u>GO Debt (41000)</u> | | | |
| | TX Class | \$ 4,063,679.95 | \$ 4,063,679.95 |
| | Certificates of Deposits | \$ - | |
| | | \$ 4,063,679.95 | \$ 4,063,679.95 |
| STRATEGY TYPE: DEBT SERVICE FUNDS | | \$ 4,063,679.95 | \$ 4,063,679.95 |
| <u>AMERICAN RESCUE PLAN (31000)</u> | | | |
| | TX Class Gov | \$ 17,485,510.13 | \$ 17,485,510.13 |
| | | \$ 17,485,510.13 | \$ 17,485,510.13 |
| STRATEGY TYPE: SPECIAL REVENUE FUNDS | | \$ 17,485,510.13 | \$ 17,485,510.13 |

Total Book Value of all funds invested as of 3/31/2025 \$ 201,550,969.69

BRAZOS COUNTY INVESTMENT
WEIGHTED AVERAGE MATURITY & YIELD
AS OF QUARTER ENDING 3/31/2025

| SECURITY TYPE | SETTLE DATE | MATURITY DATE | COST | YIELD | END BOOK VALUE | MARKET VALUE | UNREALIZED GAIN/LOSS | DAYS TO MATURITY WAM in Days | WAY | % OF PORTFOLIO |
|-------------------------|----------------|------------------|------|-------|-----------------------|-----------------------|-------------------------|---------------------------------|--------------|-------------------|
| LGIP | | | | | | | | | | |
| TexPool | | | | 4.33 | 47,290,597.74 | 47,290,597.74 | - | 1 | | 23.463% |
| Texas Class | | | | 4.43 | 115,937,196.72 | 115,937,196.72 | - | 1 | | 57.523% |
| Texas Class Govt | | | | 4.25 | 17,485,510.13 | 17,485,510.13 | - | 1 | | 8.675% |
| Texas Range Daily | | | | 4.35 | 5,837,665.10 | 5,837,665.10 | - | 1 | | 2.896% |
| Texas Range Term | 8/19/2024 | 5/12/2025 | | 4.89 | 5,000,000.00 | 5,000,000.00 | - | 42 | | 2.481% |
| Texas Range Term | 10/11/2024 | 7/10/2025 | | 4.46 | 5,000,000.00 | 5,000,000.00 | - | 101 | | 2.481% |
| Texas Range Term | 3/14/2025 | 10/14/2025 | | 4.30 | 5,000,000.00 | 5,000,000.00 | - | 197 | | 2.481% |
| | | | | | 201,550,969.69 | 201,550,969.69 | | | | |
| PORTFOLIO TOTALS | | | | | 201,550,969.69 | 201,550,969.69 | - | 9.36 | 4.398 | 100% |

INVESTMENT SUMMARY QUARTER ENDING 03/31/2025 ACTIVITY REPORT

| DATE | DESC. | TEXPOOL | TEXAS RANGE DAILY | TEXAS TERM | TEXAS CLASS | TEXAS CLASS GOV | TOTAL |
|----------|------------------|------------------|-------------------|------------------|-------------------|-------------------|-------------------|
| 12/31/24 | DEC BALANCE | \$ 46,785,724.97 | \$ 10,732,086.24 | \$ 10,000,000.00 | \$ 115,577,684.87 | \$ 19,495,936.41 | \$ 202,591,432.49 |
| | JAN BUY/WITHDRAW | \$ - | \$ - | | \$ (2,000,000.00) | \$ - | \$ (2,000,000.00) |
| 01/31/25 | JAN INTEREST | \$ 174,514.39 | \$ 40,139.28 | | \$ 446,614.08 | \$ 71,014.13 | \$ 732,281.88 |
| 01/31/25 | JAN BALANCE | \$ 46,960,239.36 | \$ 10,772,225.52 | \$ 10,000,000.00 | \$ 114,024,298.95 | \$ 19,566,950.54 | \$ 201,323,714.37 |
| | FEB BUY/WITHDRAW | \$ - | \$ - | | \$ 144,527.20 | \$ (2,144,527.20) | \$ (2,000,000.00) |
| 02/28/25 | FEB INTEREST | \$ 156,902.56 | \$ 36,209.22 | | \$ 394,178.16 | \$ 63,594.54 | \$ 650,884.48 |
| 02/28/25 | FEB BALANCE | \$ 47,117,141.92 | \$ 10,808,434.74 | \$ 10,000,000.00 | \$ 114,563,004.31 | \$ 17,486,017.88 | \$ 199,974,598.85 |
| | MAR BUY/WITHDRAW | \$ - | \$ (5,000,000.00) | \$ 5,000,000.00 | \$ 939,810.68 | \$ (63,594.54) | \$ 876,216.14 |
| 03/31/25 | MAR INTEREST | \$ 173,455.82 | \$ 29,230.36 | | \$ 434,381.73 | \$ 63,086.79 | \$ 700,154.70 |
| 03/31/25 | MAR BALANCE | \$ 47,290,597.74 | \$ 5,837,665.10 | \$ 15,000,000.00 | \$ 115,937,196.72 | \$ 17,485,510.13 | \$ 201,550,969.69 |

**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Acknowledgement of the FY 2024-2025 Budget to Actuals by Fund as of May 21, 2025.
Acknowledgement of the FY 2024-2025 Contingency Budget to Actuals by Fund as of May 21, 2025.

TO: Commissioners Court

FROM: Nina Payne

DATE: 05/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Budget to Actuals FY 2025.pdf](#)

Description

FY 2024-2025 Budget to Actuals by Fund as of 5/21/25

FY 2024-2025 Contingency Budget to Actuals by Fund
as of 5/2/2025

Type

Backup Material

Backup Material

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 01000 General Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Taxes | 119,608,263 | 131,167,122 | 139,852,629 | 120,365,459 | 86% |
| Charges for Services | 14,373,002 | 13,985,011 | 13,624,275 | 7,215,455 | 53% |
| Interest Income | 8,311,341 | 12,656,049 | 10,275,000 | 6,474,959 | 63% |
| Other Revenue | 1,265,902 | 2,820,246 | 1,086,700 | 969,995 | 89% |
| Reserves | - | 0 | 101,741,160 | - | - |
| Intergovernmental | 8,218,468 | 968,398 | 857,002 | 655,194 | 76% |
| Other Financing Sources | 215,777 | 190,452 | 210,000 | 110,207 | 52% |
| Total Revenue | \$151,992,753 | \$161,787,279 | \$267,646,766 | \$135,791,268 | 51% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|-----------------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | 49,486,058 | 57,114,903 | 65,886,023 | 38,325,122 | 58% |
| Outside Labor Costs | 104,348 | 177,763 | 163,000 | 108,225 | 66% |
| Benefits | 27,183,091 | 31,575,201 | 37,844,757 | 21,785,668 | 58% |
| Supplies and Other Charges | 9,058,121 | 9,412,807 | 12,861,535 | 6,594,757 | 51% |
| Contingency | - | - | 7,173,793 | - | - |
| Repairs and Maintenance | 4,532,190 | 9,794,592 | 21,788,638 | 4,326,542 | 20% |
| Contractual Services | 9,372,616 | 8,872,895 | 10,745,147 | 6,817,921 | 63% |
| Professional Services | 6,379,393 | 7,516,511 | 14,152,695 | 3,981,478 | 28% |
| Community Contracts | 4,716,979 | 5,616,842 | 7,570,308 | 4,224,812 | 56% |
| Capital Outlay | 7,260,102 | 7,220,517 | 12,168,102 | 1,671,686 | 14% |
| Other Financing Uses | 20,917,731 | 478,638 | 77,292,768 | 15,843,920 | 20% |
| Total Expense | \$139,010,628 | \$137,780,669 | \$267,646,766 | \$103,680,132 | 39% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 11000 Hotel Occupancy Tax Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-------------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Taxes | 3,689,821 | 4,087,515 | 3,780,000 | 2,152,425 | 57% |
| Interest Income | 119,177 | 318,887 | 250,000 | 199,988 | 80% |
| Other Revenue | 1,500 | 2,750 | - | - | - |
| Reserves | - | - | 2,340,838 | - | - |
| Other Financing Sources | 246,080 | 46,707 | - | - | - |
| Total Revenue | \$4,056,579 | \$4,455,859 | \$6,370,838 | \$2,352,413 | 37% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | 84,744 | 75,019 | 170,364 | 67,815 | 40% |
| Benefits | 41,481 | 36,337 | 76,620 | 30,898 | 40% |
| Supplies and Other Charges | 30,866 | 32,748 | 139,175 | 55,980 | 40% |
| Contingency | - | - | 548,989 | - | - |
| Repairs and Maintenance | - | - | 2,502,500 | - | - |
| Contractual Services | 347,894 | 175,950 | 187,690 | 123,068 | 66% |
| Professional Services | 24,960 | 5,300 | 5,500 | 5,300 | 96% |
| Community Contracts | 1,370,205 | 1,110,866 | 1,050,000 | 589,455 | 56% |
| Capital Outlay | 554,303 | 563,572 | 440,000 | 39,903 | 9% |
| Other Financing Uses | - | 1,250,000 | 1,250,000 | - | - |
| Total Expense | \$2,454,451 | \$3,249,791 | \$6,370,838 | \$912,418 | 14% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 12000 State Lateral Road Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Interest Income | 5,056 | 13,763 | 11,000 | 4,442 | 40% |
| Reserves | - | - | 244,000 | - | - |
| Intergovernmental | 30,347 | 29,508 | 29,000 | 29,502 | 102% |
| Total Revenue | \$35,403 | \$43,271 | \$284,000 | \$33,945 | 12% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|-------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Repairs and Maintenance | - | - | 284,000 | 165,000 | 58% |
| Total Expense | - | - | \$284,000 | \$165,000 | 58% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 13000 Unclaimed Property Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Interest Income | 9,140 | 23,062 | 15,000 | 13,866 | 92% |
| Reserves | - | - | 94,000 | - | - |
| Total Revenue | \$9,140 | \$23,062 | \$109,000 | \$13,866 | 13% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|
| Supplies and Other Charges | - | - | 21,800 | - |
| Contingency | - | - | 87,200 | - |
| Total Expense | - | - | \$109,000 | - |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 15000 Law Library Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 164,116 | 105,074 | 95,000 | 63,472 | 67% |
| Interest Income | 1,942 | 8,101 | 5,000 | 5,089 | 102% |
| Reserves | - | - | 167,500 | - | - |
| Total Revenue | \$166,057 | \$113,175 | \$267,500 | \$68,561 | 26% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Supplies and Other Charges | 62,593 | 65,385 | 267,500 | 26,774 | 10% |
| Total Expense | \$62,593 | \$65,385 | \$267,500 | \$26,774 | 10% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 16000 Local Provider Participation
Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-----------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Taxes | 31,728,216 | 40,008,694 | 38,000,000 | 32,911,281 | 87% |
| Interest Income | 433,637 | 1,392,213 | 1,000,000 | 658,992 | 66% |
| Other Revenue | 397,231 | 487,494 | 480,000 | 318,276 | 66% |
| Reserves | - | - | 23,000,000 | - | - |
| Total Revenue | \$32,559,083 | \$41,888,401 | \$62,480,000 | \$33,888,549 | 54% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Supplies and Other Charges | 134,246 | - | - | - | - |
| Community Contracts | 26,044,743 | 37,357,270 | 62,460,000 | 18,323,868 | 29% |
| Other Financing Uses | 20,000 | 20,000 | 20,000 | 20,000 | 100% |
| Total Expense | \$26,198,989 | \$37,377,270 | \$62,480,000 | \$18,343,868 | 29% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 18000 Law Enforcement Education
Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Reserves | - | - | 82,738 | - | - |
| Intergovernmental | 14,872 | 37,584 | 36,900 | 42,779 | 116% |
| Total Revenue | \$14,872 | \$37,584 | \$119,638 | \$42,779 | 36% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|-----------------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Supplies and Other Charges | 12,741 | 25,911 | 119,638 | 1,684 | 1% |
| Total Expense | \$12,741 | \$25,911 | \$119,638 | \$1,684 | 1% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 19000 Court Records Preservation
Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|------------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 623 | 410 | 400 | 0 | 0% |
| Interest Income | 15,192 | 36,545 | 30,000 | 19,114 | 64% |
| Reserves | - | - | 699,000 | - | - |
| Total Revenue | \$15,815 | \$36,955 | \$729,400 | \$19,114 | 3% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date |
|-----------------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|
| Supplies and Other Charges | - | - | 30,400 | - |
| Contractual Services | - | - | 699,000 | - |
| Total Expense | - | - | \$729,400 | - |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 20000 County Clerk Records
Management Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 364,311 | 305,258 | 300,000 | 179,810 | 60% |
| Interest Income | 31,036 | 69,629 | 60,000 | 35,941 | 60% |
| Reserves | - | - | 1,268,000 | - | - |
| Total Revenue | \$395,347 | \$374,888 | \$1,628,000 | \$215,751 | 13% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | 104,059 | 124,374 | 134,033 | 82,103 | 61% |
| Benefits | 56,889 | 62,648 | 84,743 | 42,572 | 50% |
| Supplies and Other Charges | 725 | 17,345 | 8,500 | 2,718 | 32% |
| Contingency | - | - | 1,074,884 | - | - |
| Repairs and Maintenance | - | - | 500 | - | - |
| Contractual Services | 327,291 | 133,123 | 325,340 | 30,544 | 9% |
| Capital Outlay | - | 22,822 | - | - | - |
| Total Expense | \$488,964 | \$360,313 | \$1,628,000 | \$157,938 | 10% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 20010 County Clerk Archival Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 290,550 | 280,855 | 275,000 | 167,260 | 61% |
| Interest Income | 30,786 | 74,394 | 66,000 | 42,458 | 64% |
| Reserves | - | - | 1,440,000 | - | - |
| Total Revenue | \$321,336 | \$355,249 | \$1,781,000 | \$209,718 | 12% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Contingency | - | - | 1,206,000 | - | - |
| Contractual Services | 253,734 | 220,953 | 575,000 | 358 | 0% |
| Total Expense | \$253,734 | \$220,953 | \$1,781,000 | \$358 | 0% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 22000 Courthouse Security Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-------------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 115,046 | 89,005 | 90,800 | 56,914 | 63% |
| Interest Income | 5,325 | 6,601 | - | 4,931 | - |
| Reserves | - | - | 161,000 | - | - |
| Other Financing Sources | 294,951 | - | - | - | - |
| Total Revenue | \$415,322 | \$95,606 | \$251,800 | \$61,845 | 25% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | 375,202 | - | - | - | - |
| Benefits | 155,455 | 0 | - | - | - |
| Supplies and Other Charges | 4,033 | 2,936 | 2,510 | 717 | 29% |
| Contingency | - | - | 168,131 | - | - |
| Repairs and Maintenance | 13,633 | 4,633 | 20,000 | 1,243 | 6% |
| Contractual Services | - | - | 50,000 | 450 | 1% |
| Community Contracts | 1,011 | 1,062 | 1,159 | 902 | 78% |
| Capital Outlay | - | 6,263 | 10,000 | - | - |
| Total Expense | \$549,334 | \$14,895 | \$251,800 | \$3,312 | 1% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 22010 Justice Court Security Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 33,424 | 35,820 | 34,800 | 17,653 | 51% |
| Interest Income | 4,523 | 12,673 | 11,000 | 7,274 | 66% |
| Reserves | - | - | 256,000 | - | - |
| Total Revenue | \$37,947 | \$48,492 | \$301,800 | \$24,927 | 8% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date |
|-------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|
| Repairs and Maintenance | - | - | 64,800 | - |
| Contractual Services | - | - | 30,000 | - |
| Professional Services | - | - | 57,000 | - |
| Capital Outlay | - | - | 150,000 | - |
| Total Expense | - | - | \$301,800 | - |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 23000 District Clerk Records
Management Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 84,461 | 126,480 | 120,000 | 88,023 | 73% |
| Interest Income | 5,326 | 14,174 | 12,000 | 8,725 | 73% |
| Reserves | - | - | 297,000 | - | - |
| Total Revenue | \$89,788 | \$140,653 | \$429,000 | \$96,748 | 23% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|-----------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | 19,979 | 60,195 | 77,300 | 38,387 | 50% |
| Benefits | 1,553 | 4,718 | 19,304 | 9,514 | 49% |
| Contractual Services | 149,231 | - | 312,396 | - | - |
| Professional Services | - | - | 20,000 | - | - |
| Total Expense | \$170,763 | \$64,914 | \$429,000 | \$47,901 | 11% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 23010 District Clerk Archival Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 595 | 320 | 200 | 45 | 23% |
| Interest Income | 131 | 75 | 65 | 44 | 68% |
| Reserves | - | - | 1,500 | - | - |
| Total Revenue | \$726 | \$395 | \$1,765 | \$89 | 5% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date |
|-----------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|
| Salaries and Wages | 18,345 | - | - | - |
| Benefits | 1,426 | - | - | - |
| Professional Services | - | - | 1,765 | - |
| Total Expense | \$19,771 | - | \$1,765 | - |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 24000 Justice of the Peace
Technology Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 28,209 | 30,068 | 29,200 | 16,636 | 57% |
| Interest Income | 4,324 | 10,515 | 10,000 | 2,128 | 21% |
| Reserves | - | - | 82,000 | - | - |
| Total Revenue | \$32,534 | \$40,584 | \$121,200 | \$18,764 | 15% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Supplies and Other Charges | 10,166 | 13,388 | 17,800 | 260 | 1% |
| Contingency | - | - | 97,200 | - | - |
| Contractual Services | 889 | - | 6,200 | - | - |
| Capital Outlay | - | 148,938 | - | - | - |
| Total Expense | \$11,055 | \$162,326 | \$121,200 | \$260 | 0% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 24010 County and District Court
Technology Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 10,059 | 8,304 | 8,400 | 4,746 | 56% |
| Interest Income | 2,647 | 6,831 | 6,000 | 3,724 | 62% |
| Reserves | - | - | 134,000 | - | - |
| Total Revenue | \$12,706 | \$15,135 | \$148,400 | \$8,470 | 6% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|
| Supplies and Other Charges | - | - | 148,400 | - |
| Total Expense | - | - | \$148,400 | - |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 25000 Forfeiture Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 5,329 | 304 | - | 43,175 | - |
| Interest Income | 918 | 1,965 | - | 1,932 | - |
| Reserves | - | - | 37,827 | - | - |
| Total Revenue | \$6,247 | \$2,269 | \$37,827 | \$45,108 | 119% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Supplies and Other Charges | 2,563 | 235 | 17,636 | 3,878 | 22% |
| Contingency | - | - | 20,191 | - | - |
| Capital Outlay | 5,133 | - | - | - | - |
| Total Expense | \$7,696 | \$235 | \$37,827 | \$3,878 | 10% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 26000 District Attorney Hot Check
Collections Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-----------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Interest Income | 113 | 277 | 100 | 147 | 147% |
| Other Revenue | 150 | 75 | 150 | 75 | 50% |
| Reserves | - | - | 5,300 | - | - |
| Total Revenue | \$263 | \$352 | \$5,550 | \$222 | 4% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date |
|---------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|
| Contingency | - | - | 5,550 | - |
| Total Expense | - | - | \$5,550 | - |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 27000 Bail Bond Board Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-----------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Interest Income | 2,428 | 5,975 | 5,000 | 3,129 | 63% |
| Other Revenue | 2,500 | 2,500 | 2,500 | 500 | 20% |
| Reserves | - | - | 114,000 | - | - |
| Total Revenue | \$4,928 | \$8,475 | \$121,500 | \$3,629 | 3% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | 321 | - | 4,001 | - | - |
| Benefits | 113 | - | 1,011 | - | - |
| Supplies and Other Charges | - | 419 | 6,660 | 665 | 10% |
| Contingency | - | - | 109,828 | - | - |
| Total Expense | \$433 | \$419 | \$121,500 | \$665 | 1% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 28000 Voter Registration Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|
| Intergovernmental | 16,804 | - | - | - |
| Total Revenue | \$16,804 | - | - | - |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|
| Supplies and Other Charges | 1,071 | - | - | - |
| Contractual Services | 15,733 | - | - | - |
| Total Expense | \$16,804 | - | - | - |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 29000 Vehicle Inventory Interest
Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-----------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Taxes | 8,389 | 2,465 | 2,500 | 2,335 | 93% |
| Interest Income | 23,620 | 53,643 | 48,000 | 32,313 | 67% |
| Reserves | - | - | 378,266 | - | - |
| Total Revenue | \$32,009 | \$56,108 | \$428,766 | \$34,648 | 8% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | - | - | 11,100 | - | - |
| Benefits | - | - | 2,805 | - | - |
| Supplies and Other Charges | 5,117 | 2,196 | 26,750 | 1,604 | 6% |
| Contingency | - | - | 357,611 | - | - |
| Repairs and Maintenance | 240 | - | 1,000 | - | - |
| Contractual Services | - | - | 2,000 | - | - |
| Professional Services | - | - | 7,500 | - | - |
| Capital Outlay | - | - | 20,000 | - | - |
| Total Expense | \$5,357 | \$2,196 | \$428,766 | \$1,604 | 0% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 30000 Brazos County Grant Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-------------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Public Health Revenue | 0 | 60,000 | - | - | - |
| Other Revenue | 32 | - | - | - | - |
| Intergovernmental | 2,603,804 | 4,272,026 | 4,261,239 | 2,894,662 | 68% |
| Other Financing Sources | 336,489 | 478,638 | 1,148,482 | - | - |
| Total Revenue | \$2,940,325 | \$4,810,663 | \$5,409,721 | \$2,894,662 | 54% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | 1,748,464 | 2,794,329 | 3,394,634 | 1,965,116 | 58% |
| Benefits | 813,685 | 1,211,302 | 1,461,116 | 841,253 | 58% |
| Supplies and Other Charges | 106,792 | 176,139 | 115,324 | 93,489 | 81% |
| Contingency | - | - | 303,192 | - | - |
| Repairs and Maintenance | 5,186 | 3,637 | 4,900 | 1,237 | 25% |
| Contractual Services | 116,713 | 403,012 | 110,055 | 149,022 | 135% |
| Professional Services | - | 2,500 | 2,500 | 4,550 | 182% |
| Capital Outlay | 158,206 | 377,396 | 18,000 | 215,515 | 1,197% |
| Total Expense | \$2,949,047 | \$4,968,314 | \$5,409,721 | \$3,270,182 | 60% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 31000 American Rescue Plan Act

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Intergovernmental | 7,495,180 | 1,509,822 | 20,884,000 | - | - |
| Other Financing Sources | - | - | 15,784,000 | 15,610,777 | 99% |
| Total Revenue | \$7,495,180 | \$1,509,822 | \$36,668,000 | \$15,610,777 | 43% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|---|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Expenditures Budgeted in Excess of Actual | 7,299,824 | (478,903) | - | - | - |
| Supplies and Other Charges | - | (5,180) | - | - | - |
| Contractual Services | 132,000 | 813,154 | 1,668,000 | - | - |
| Capital Outlay | 63,356 | 1,180,752 | 35,000,000 | 4,153,348 | 12% |
| Total Expense | \$7,495,180 | \$1,509,822 | \$36,668,000 | \$4,153,348 | 11% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 32000 SB 22 2023 Rural Law
Enforcement Salary Assistance Program

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Interest Income | - | 22,969 | - | 25,631 | - |
| Intergovernmental | - | 1,026,255 | 1,050,000 | 1,050,000 | 100% |
| Total Revenue | - | \$1,049,224 | \$1,050,000 | \$1,075,631 | 102% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | - | 446,978 | 439,118 | 262,494 | 60% |
| Benefits | - | 110,487 | 110,880 | 64,603 | 58% |
| Supplies and Other Charges | - | 105,586 | 67,000 | 29,982 | 45% |
| Contingency | - | - | 2 | - | - |
| Repairs and Maintenance | - | 40,000 | - | - | - |
| Contractual Services | - | - | 100,000 | - | - |
| Capital Outlay | - | 346,174 | 333,000 | 3,836 | 1% |
| Total Expense | - | \$1,049,224 | \$1,050,000 | \$360,916 | 34% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 33000 Sheriff's Office Crime Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-----------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Interest Income | 1,599 | 4,597 | 4,300 | 2,078 | 48% |
| Other Revenue | 8,000 | 60 | - | - | - |
| Reserves | - | - | 116,311 | - | - |
| Total Revenue | \$9,599 | \$4,657 | \$120,611 | \$2,078 | 2% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Supplies and Other Charges | 4,796 | 3,237 | 63,100 | 1,397 | 2% |
| Contingency | - | - | 23,511 | - | - |
| Repairs and Maintenance | 1,369 | - | 4,000 | - | - |
| Capital Outlay | 7,608 | - | 30,000 | - | - |
| Total Expense | \$13,773 | \$3,237 | \$120,611 | \$1,397 | 1% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 34000 District Attorney Crime
Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 32,611 | 11,242 | 20,000 | 36,351 | 182% |
| Interest Income | 5,816 | 12,302 | 11,000 | 5,256 | 48% |
| Reserves | - | - | 215,900 | - | - |
| Total Revenue | \$38,427 | \$23,544 | \$246,900 | \$41,607 | 17% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | 20,383 | 27,105 | 84,512 | 48,982 | 58% |
| Benefits | 9,588 | 10,539 | 39,520 | 24,271 | 61% |
| Supplies and Other Charges | 11,007 | 18,986 | 20,649 | 21,323 | 103% |
| Contingency | - | - | 82,219 | - | - |
| Contractual Services | 360 | 360 | 20,000 | 270 | 1% |
| Other Financing Uses | - | 9,000 | - | - | - |
| Total Expense | \$41,339 | \$65,990 | \$246,900 | \$94,846 | 38% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 35000 Election Contracts Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 70,904 | 14,088 | 25,000 | 11,368 | 45% |
| Interest Income | 1,264 | 3,591 | 2,500 | 1,320 | 53% |
| Reserves | - | - | 64,000 | - | - |
| Total Revenue | \$72,167 | \$17,679 | \$91,500 | \$12,688 | 14% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Supplies and Other Charges | 5,479 | 7,163 | 11,700 | 5,270 | 45% |
| Contingency | - | - | 53,800 | - | - |
| Repairs and Maintenance | - | 5,620 | 10,000 | - | - |
| Contractual Services | 13,414 | 14,166 | 16,000 | 27,026 | 169% |
| Total Expense | \$18,893 | \$26,949 | \$91,500 | \$32,296 | 35% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 39010 Brazos County Housing
Finance Corporation

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Charges for Services | 402,125 | 5,334 | 5,000 | - | - |
| Interest Income | 5,259 | 27,592 | 0 | 14,071 | - |
| Reserves | - | - | 104,000 | - | - |
| Total Revenue | \$407,384 | \$32,926 | \$109,000 | \$14,071 | 13% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Supplies and Other Charges | - | 174 | 4,735 | - | - |
| Professional Services | - | - | 104,265 | 6,500 | 6% |
| Total Expense | - | \$174 | \$109,000 | \$6,500 | 6% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 93000 Regional Mobility Authority

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-----------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Interest Income | 494 | 497 | 500 | 1,017 | 203% |
| Other Revenue | - | 30,000 | 10,000 | 10,000 | 100% |
| Reserves | - | - | 37,436 | - | - |
| Total Revenue | \$494 | \$30,497 | \$47,936 | \$11,017 | 23% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | 12,120 | - | - | - | - |
| Benefits | 2,949 | - | - | - | - |
| Supplies and Other Charges | 557 | - | - | - | - |
| Contingency | - | - | 40,436 | - | - |
| Contractual Services | 25 | - | - | - | - |
| Professional Services | 7,875 | 7,500 | 7,500 | 3,744 | 50% |
| Total Expense | \$23,527 | \$7,500 | \$47,936 | \$3,744 | 8% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 41000 General Obligation Debt
Service Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-------------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Taxes | 9,799,037 | 11,772,533 | 10,607,305 | 10,573,784 | 100% |
| Interest Income | 345,490 | 541,787 | 450,000 | 220,868 | 49% |
| Reserves | - | - | 2,500,000 | - | - |
| Other Financing Sources | - | 1,250,000 | 1,250,000 | - | - |
| Total Revenue | \$10,144,527 | \$13,564,320 | \$14,807,305 | \$10,794,652 | 73% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Debt Service | 9,028,173 | 11,864,575 | 14,807,305 | 1,775,930 | 12% |
| Total Expense | \$9,028,173 | \$11,864,575 | \$14,807,305 | \$1,775,930 | 12% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 43200 2020 Certificates of
Obligation

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-------------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Interest Income | 515,615 | 411,956 | 482,000 | 131,491 | 27% |
| Other Revenue | 2,929 | - | - | 949 | - |
| Reserves | - | - | 5,600,000 | - | - |
| Other Financing Sources | - | - | - | 233,143 | - |
| Total Revenue | \$518,544 | \$411,956 | \$6,082,000 | \$365,583 | 6% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Supplies and Other Charges | 54,447 | 0 | - | 480,657 | - |
| Contingency | - | - | 782,000 | - | - |
| Contractual Services | 2,656,302 | 2,398,009 | - | - | - |
| Capital Outlay | 1,891,648 | 632,060 | 5,300,000 | 1,869,860 | 35% |
| Total Expense | \$4,602,397 | \$3,030,069 | \$6,082,000 | \$2,350,517 | 39% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 43230 On System Road Bond -
TXDOT

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-------------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Interest Income | 212,288 | 1,070,010 | 1,040,000 | 394,933 | 38% |
| Reserves | - | - | 16,298,000 | - | - |
| Other Financing Sources | 20,009,102 | - | - | - | - |
| Total Revenue | \$20,221,390 | \$1,070,010 | \$17,338,000 | \$394,933 | 2% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Contractual Services | - | 5,741,125 | 17,338,000 | 2,623,443 | 15% |
| Debt Service | 203,216 | - | - | - | - |
| Total Expense | \$203,216 | \$5,741,125 | \$17,338,000 | \$2,623,443 | 15% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 43231 Off System Road Bond

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-------------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Interest Income | 109,492 | 500,363 | 263,000 | 177,377 | 67% |
| Reserves | - | - | 5,788,000 | - | - |
| Other Financing Sources | 10,307,719 | - | - | - | - |
| Total Revenue | \$10,417,211 | \$500,363 | \$6,051,000 | \$177,377 | 3% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Capital Outlay | 81,700 | 3,929,511 | 6,051,000 | 1,840,533 | 30% |
| Debt Service | 102,830 | - | - | - | - |
| Total Expense | \$184,530 | \$3,929,511 | \$6,051,000 | \$1,840,533 | 30% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 43232 2023 Certificates of
Obligation

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|-------------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Interest Income | 106,296 | 561,066 | 540,000 | 287,554 | 53% |
| Reserves | - | - | 10,420,000 | - | - |
| Other Financing Sources | 10,165,860 | - | 50,040,000 | - | - |
| Total Revenue | \$10,272,156 | \$561,066 | \$61,000,000 | \$287,554 | 0% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Capital Outlay | 61,762 | 98,459 | 61,000,000 | 162,203 | 0% |
| Debt Service | 163,164 | - | - | - | - |
| Total Expense | \$224,926 | \$98,459 | \$61,000,000 | \$162,203 | 0% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 45000 Capital Improvement Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|---|
| Other Revenue | 102,356 | (37,500) | - | 34,000 |
| Reserves | - | 0 | 18,090,000 | - |
| Other Financing Sources | 20,893,118 | 4,180,663 | 10,320,286 | - |
| Total Revenue | \$20,995,474 | \$4,143,163 | \$28,410,286 | \$34,000 |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Contingency | - | - | 1,945,000 | - | - |
| Capital Outlay | 5,391,415 | 9,905,434 | 26,465,286 | 3,558,188 | 13% |
| Total Expense | \$5,391,415 | \$9,905,434 | \$28,410,286 | \$3,558,188 | 13% |

Brazos County, Texas
FY 2024-2025 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 50000 Health and Life Insurance
Fund

| Description | 2022-2023 Actual Revenue | 2023-2024 Actual Revenue | 2024-2025 Adopted Budget | 2024-2025 Actual Revenue To Date | Percent Received |
|----------------------|--------------------------------|--------------------------------|--------------------------------|---|---------------------|
| Other Revenue | 23,006,476 | 27,567,563 | 23,136,458 | 15,918,806 | 69% |
| Reserves | - | - | 10,500,000 | - | - |
| Total Revenue | \$23,006,476 | \$27,567,563 | \$33,636,458 | \$15,918,806 | 47% |

| Description | 2022-2023 Actual Expenditures | 2023-2024 Actual Expenditures | 2024-2025 Adopted Budget | 2024-2025 Expenditures to Date | Percent Spent |
|----------------------------|-------------------------------------|-------------------------------------|--------------------------------|--------------------------------------|---------------|
| Salaries and Wages | 227,069 | 221,846 | 613,622 | 137,929 | 22% |
| Benefits | 133,569 | 106,496 | 255,837 | 77,824 | 30% |
| Supplies and Other Charges | 53,669 | 58,937 | 124,895 | 44,602 | 36% |
| Contingency | - | - | 5,524,827 | - | - |
| Repairs and Maintenance | 75 | 65 | 125 | 108 | 86% |
| Contractual Services | 21,346,651 | 23,176,197 | 26,691,952 | 13,708,563 | 51% |
| Professional Services | 379,176 | 372,198 | 425,200 | 243,679 | 57% |
| Total Expense | \$22,140,208 | \$23,935,739 | \$33,636,458 | \$14,212,706 | 42% |

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 01000 General Fund - Contingency

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|---|--------------------------------|--------------------------|-----------------------------------|
| Pre-Trial Bond Supervision Contingency - 10003000 * | 10,000.00 | - | 10,000.00 |
| Commissioner's Court Contingency - 11001500 | 7,093,741.00 | (2,884,434.66) | 4,209,306.34 |
| Voter Registration - 13005000 * | 3,152.00 | (1,000.00) | 2,152.00 |
| District Attorney - Child Protective Services Contingency - 19010000 * | 1,900.00 | - | 1,900.00 |
| Vital Statistics/Preservation - 21010000 * | 5,000.00 | - | 5,000.00 |
| County Specialty Court Program Contingency - 22700100 * | 20,000.00 | - | 20,000.00 |
| Court Facility - Administration - 54001410 * | 40,000.00 | (15,524.99) | 24,475.01 |
| Total General Fund Contingency | 7,173,793.00 | (2,900,959.65) | 4,272,833.35 |

* Can only be used for that program or division

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 11000 HOT Fund Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|-----------------------------------|--------------------------------|--------------------------|-----------------------------------|
| HOT Fund Contingency - 11002500 | 548,989.00 | (50,000.00) | 498,989.00 |
| Total HOT Fund Contingency | 548,989.00 | (50,000.00) | 498,989.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 13000 Unclaimed Property Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|--|--------------------------------|--------------------------|-----------------------------------|
| Contingency - 12005000 | 87,200.00 | - | 87,200.00 |
| Total Unclaimed Property Fund Contingency | 87,200.00 | - | 87,200.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 20000 County Clerk Records Management Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|--|--------------------------------|--------------------------|-----------------------------------|
| Contingency - 21005000 | 1,074,884.00 | - | 1,074,884.00 |
| Total Count Clerk Records Management Fund Contingency | 1,074,884.00 | - | 1,074,884.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 20010 County Clerk Archival Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|--|--------------------------------|--------------------------|-----------------------------------|
| Contingency - 21006000 | 1,206,000.00 | (2,200.00) | 1,203,800.00 |
| Total Count Clerk Archival Fund Contingency | 1,206,000.00 | (2,200.00) | 1,203,800.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 22000 Courthouse Security Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|---|--------------------------------|--------------------------|-----------------------------------|
| Contingency - 51000100 | 168,131.00 | - | 168,131.00 |
| Total Courthouse Security Fund Contingency | 168,131.00 | - | 168,131.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 24000 Justice of the Peace Technology Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|---|--------------------------------|--------------------------|-----------------------------------|
| JP Technology Administration - 24005000 | 77,200.00 | - | 77,200.00 |
| JP Technology - JP #1 - 24005100 | 5,000.00 | - | 5,000.00 |
| JP Technology - JP #2 - 24005200 | 5,000.00 | - | 5,000.00 |
| JP Technology - JP #3 - 24005300 | 5,000.00 | - | 5,000.00 |
| JP Technology - JP #4 - 24005400 | 5,000.00 | - | 5,000.00 |
| Total Justice of the Peace Technology Fund Contingency | 97,200.00 | - | 97,200.00 |

* Can only be used for this fund and specific divisions

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 25000 Forfeiture Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|--|--------------------------------|--------------------------|-----------------------------------|
| Sheriff Forfeiture Fund - 2801000 | 20,191.00 | - | 20,191.00 |
| Total Forfeiture Fund Contingency | 20,191.00 | - | 20,191.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 26000 District Attorney Hot Check Collections Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|---|--------------------------------|--------------------------|-----------------------------------|
| Contingency - 19006000 | 5,550.00 | - | 5,550.00 |
| Total District Attorney Hot Check Collections Fund - Contingency | 5,550.00 | - | 5,550.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 27000 Bail Bond Board Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|---|--------------------------------|--------------------------|-----------------------------------|
| Contingency - 12006000 | 109,828.00 | - | 109,828.00 |
| Total Bail Bond Board Fund - Contingency | 109,828.00 | - | 109,828.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|--|--------------------------------|--------------------------|-----------------------------------|
| Contingency - 13006000 | 357,611.00 | - | 357,611.00 |
| Total Vehicle Inventory Interest Fund - Contingency | 357,611.00 | - | 357,611.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 30000 Grant Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|--|--------------------------------|--------------------------|-----------------------------------|
| Texas Indigent Defense Commission - 272200 | 191,075.00 | (191,075.00) | - |
| BV Human Trafficking Task Force Development - 283700 | 93,101.00 | (79,783.76) | 13,317.24 |
| Metropolitan Planning - 424100 | 19,016.00 | - | 19,016.00 |
| Total Grant Fund Contingency | 303,192.00 | (270,858.76) | 32,333.24 |

* Can only be used for this fund and specific divisions

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 33000 Sheriff's Office Crime Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|--|--------------------------------|--------------------------|-----------------------------------|
| Contingency - 28050000 | 23,511.00 | - | 23,511.00 |
| Total Sheriff's Office Crime Fund Contingency | 23,511.00 | - | 23,511.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 34000 District Attorney Crime Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|---|--------------------------------|--------------------------|-----------------------------------|
| Contingency - 19200100 | 82,219.00 | (14,958.30) | 67,260.70 |
| Total District Attorney Crime Fund Contingency | 82,219.00 | (14,958.30) | 67,260.70 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 35000 Primary Election Services Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|---|--------------------------------|--------------------------|-----------------------------------|
| Contingency - 21130000 | 53,800.00 | (35,400.00) | 18,400.00 |
| Total Primary Election Services Fund Contingency | 53,800.00 | (35,400.00) | 18,400.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 43200 2020 Certificates of Obligation - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|--|--------------------------------|--------------------------|-----------------------------------|
| Commissioner's Court Contingency - 11001500 | 782,000.00 | (782,000.00) | - |
| Total 43200 2020 Certificates of Obligation Contingency | 782,000.00 | (782,000.00) | - |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 45000 General Permanent Improvement Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|---|--------------------------------|--------------------------|-----------------------------------|
| Commissioner's Court Contingency - 63110001 | 1,945,000.00 | (1,945,000.00) | - |
| Total General Permanent Improvement Fund Contingency | 1,945,000.00 | (1,945,000.00) | - |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 50000 Health and Life Insurance Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|---|--------------------------------|--------------------------|-----------------------------------|
| Group Insurance - Admiration - 64005000 | 5,504,827.00 | (2,000.00) | 5,502,827.00 |
| Health and Wellness Clinic - 64005100 | 20,000.00 | - | 20,000.00 |
| Total Health and Life Insurance Fund Contingency | 5,524,827.00 | (2,000.00) | 5,522,827.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 55000 Jail Commissary Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|---|--------------------------------|--------------------------|-----------------------------------|
| Jail Commissary - 28006000 | 346,688.00 | - | 346,688.00 |
| Total Jail Commissary Fund Contingency | 346,688.00 | - | 346,688.00 |

* Can only be used for this fund

**Brazos County, Texas
FY 2024-2025 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 58000 County Attorney Operating Fund - Contingency *

| Department | 2024-2025 Adopted Budget | 2024-2025 Contingency | 2024-2025 Remaining to Date |
|---|--------------------------------|--------------------------|-----------------------------------|
| Contingency - 18006000 | 64,000.00 | (4,978.27) | 59,021.73 |
| Total County Attorney Operating Fund Contingency | 64,000.00 | (4,978.27) | 59,021.73 |

* Can only be used for this fund



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 5/27/2025

ITEM: Acknowledgement of monthly reports submitted in May 2025.

TO: Commissioners Court

DATE: 03/06/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

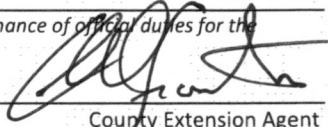
| <u>File Name</u> | <u>Description</u> | <u>Type</u> |
|--|---|--------------------|
| <u>2025-05-22 Monthly Reports submitted for the Month of May.pdf</u> | Monthly Reports submitted for the Month of May 2025 | Cover Memo |

Texas A&M AgriLife Extension Service
The Texas A&M University System
MONTHLY SCHEDULE OF TRAVEL AND COMMISSIONERS COURT REPORT

| Name: | Chadd Caperton | Title: | CEA AG/NR | |
|---|--|---------------|-----------|---------|
| County: | Brazos | Month: | Apr-25 | |
| DATE | MAJOR ACTIVITIES SINCE LAST REPORT | MILES | MEALS | LODGING |
| 4/1/2025 | Comm. Court/ Horse Com. mt./ 4-H Monthly update via Teams | 10.7 | | |
| 4/2/2025 | 4-H Adult Leaders mtg | 0 | | |
| 4/3/2025 | Southern Classic planning mtg | 0 | | |
| 4/4/2025 | Annual Leave | 0 | | |
| 4/7/2024 | Intern Interview | 0 | | |
| 4/8/2024 | District Round Up Contest Workday | 17.8 | | |
| 4/9/2024 | D9 TCAAA Proffessional Development Training in Madison County | 83.2 | | |
| 4/10/2024 | Office management/ mtg with Bob Lampkin on Contruction | 0 | | |
| 4/11/2024 | Office management/ 4-H Interview Practice for Scholarship recipients | 0 | | |
| 4/14/2025 | Office Conference/ Office Management/ Contest & Event management | 0 | | |
| 4/15/2025 | Commissioners' court/ 4-H Adult Leaders' mtg | 10.7 | | |
| 4/16/2025 | D9 Staff update/ 4-H Livestock Ambassador Planning mtg/4-h Podcast recording | 0 | | |
| 4/17/2025 | Contest management/ Early closure for holiday | 0 | | |
| 4/18/2025 | County Holiday | 0 | | |
| 4/21/2025 | Office management/ Contest planning | 0 | | |
| 4/22/2025 | Employee Appreciation Breakfast/ Comm. Court | 10.7 | | |
| 4/23/2025 | Office management/ Contest preperation | 0 | | |
| 4/24/2025 | Contest Preperation/ Office management/travel to Conroe for BTd9 Contests | 64.2 | | |
| 4/25/2025 | District 9 Round Up Contests (Chair of Ed Pres & Public Speaking) | 76.9 | | |
| 4/26/2025 | District Round up Day 3 | 76.9 | | |
| 4/28/2025 | Office Conf./ Validation Comm. Planning mtg./ Judge Ambassador apps | 0 | | |
| 4/29/2025 | Brazos Valley Fair Board mtg/ Office Conference | 20.9 | | |
| 4/30/2025 | Pizza Ranch Committee mtg. (planning)/ Office management | 0 | | |
| | | | | |
| | | | | |
| GRAND TOTAL OF MILES, MEALS AND LODGING | | 372 | 0 | 0 |

I hereby certify this is a true and correct report of activities, travel and other expenses incurred by me in performance of official duties for the month shown.

4/30/25
Date


County Extension Agent

Name: Flora Williams

Title: County Extension Agent

County: Brazos

Month: April

| Date | Monthly Activities/Travel | MILES | MEALS | LODGING |
|---|---|-------|-------|---------|
| 1 | Walk Across Texas Taskforce meeting* (9 attended) | | | |
| 2 | WAT prep | | | |
| 3 | WAT Prize Patrol/Virtual Closing Ceremony and newsletter* | | | |
| 4 | BOB Food Challenge prep; went to Awards and More to pick up awards in Brenham | 96.1 | | |
| 5 | BOB Food Challenge (12 teams)* | | | |
| 7 | Parenting Class (4 contacts)* | | | |
| 8 | Round up Workday | 19.3 | | |
| 9 – 14 | Vacation | | | |
| 15 | Program prep | 14.4 | | |
| 16 | D9 staff update; program prep; shopped | 20.1 | | |
| 17 | Cooking with Friends at TEEX (22 contacts)* | | | |
| 18 | Off | | | |
| 21 | FCH/BLT Committee meeting (5 contacts)* | | | |
| 22 | Employee appreciation breakfast* (prepared casserole and organized event) | 10.4 | | |
| 23 | Office management | | | |
| 24 | D9 Round up judged 4-H FCH quiz bowl; traveled to the Woodlands | 137.8 | | |
| 25 | D9 Round up judged fashion show and food show; traveled to the Woodlands | 137.8 | | |
| 26 | D9 Round up judged assisted at food challenge and healthy lifestyles; traveled to the Woodlands | 137.8 | | |
| 28 | Canning (15 contacts*) | | | |
| 29 | Office management | | | |
| 30 | Pizza Ranch meeting | | | |
| GRAND TOTAL OF MILEAGE, MEALS & LODGING | | 673.7 | | |

Other expenses (list) _____

| CURRENT MONTHS CONTACTS | | | | | | | |
|---|--|-----------|------|---------------------------------|---|---------------------------------------|------------------------|
| Extension Office Visits by Clientele | Site Visits Farm, Home, Project Ranch, Business, Etc. | Telephone | Mail | Total Individual Contacts | Total Contact Hours in Group Methods | Media News Articles, TV/Radio, Etc | Newsletters Written |
| | | | | | | | |

DATE/ACTIVITY

1 KBTX
 2 First Friday Forum
 5 Office conf
 6 Spring Board meeting in Brownwood
 7 Spring Board Meeting
 8 Office Management
 9 Food Show judge in Corpus Christi
 10 Food Challenge in Corpus Christi
 12 District 9 EAFCS meeting
 13-14 District 9 Spring Total Faculty Training
 15 Presentation for the Digital Media team on campus
 16 KBTX Noon show
 19 Office conference
 20 Canning recipe testing
 21-23 Leave
 26 Memorial Day
 27 Staff Development; class prep
 28 class prep
 29 Canning
 30 Diabetes class I

PAGE 2 of 2

I hereby certify this is a true and correct report of activities, travel, and other expenses incurred by me in performance of official duties for the month shown.

Date: 4/29/2025

Signed: Flora Williams

Texas AgriLife Extension Service * The Texas A&M University System * Rick Avery, College Station, Texas

Submit

BRAZOS COUNTY CLERK
MONTHLY REPORT RECAPITULATION
FOR THE MONTH OF
April 2025

| ODYSSEY | | | | | | Total Daily Deposit | | KOFILE | | | | | | | | | | | | | | | |
|-----------|---------------------------|-----------------|--------|----------|-----------|---------------------|------------|----------|------------|----------------------|-----------|-----------|-----------|-----------|--------------|-----------------|------------|----------|----------|--------|---------------|--------------|------------|
| | | | | | | | | | | | | | | | Escrow | | | A/R | | | | | |
| Date | Chase Closed Batch Report | Odyssey (Efile) | Cash | (CC) POS | Checks/MO | Deposit | Hot Ck Fee | Cash | Checks/ MO | Direct Deposit & IRS | POS | CSC | EPN | SMP/ Ex | Escrow Draws | Permitium Draws | Escrow Pay | Charged | A/R pymt | Void | Trust Deposit | Total Kofile | |
| 4/1/2025 | 227.00 | 227.00 | 12.00 | 12.00 | 12.00 | 1,412.00 | | 349.00 | 1,039.00 | 30.00 | 867.00 | 840.00 | 1,007.00 | 3,611.00 | 25.00 | 266.00 | | | 580.00 | | | | 7,454.00 |
| 4/2/2025 | 131.00 | 131.00 | | 350.00 | | 678.00 | | 162.00 | 516.00 | | 1,120.00 | 1,238.00 | 1,604.00 | 2,775.00 | 121.00 | 127.00 | | 50.00 | | | | | 7,713.00 |
| 4/3/2025 | 797.00 | 797.00 | | | 12.00 | 487.00 | | 217.00 | 258.00 | | 913.00 | 210.00 | 602.00 | 2,554.00 | 32.00 | 120.00 | | 144.00 | | | | 1,420.00 | 6,470.00 |
| 4/4/2025 | 375.00 | 375.00 | 83.00 | | | 747.00 | | 337.00 | 327.00 | | 1,462.00 | 717.00 | 955.00 | 2,949.00 | 48.00 | 151.00 | | 45.00 | | | | | 6,991.00 |
| 4/5/2025 | | | | | | - | | | | | | | | | | | | | | | | | - |
| 4/6/2025 | | | | | | - | | | | | | | | | | | | | | | | | - |
| 4/7/2025 | 1,387.00 | 1,164.00 | | 12.00 | | 1,462.00 | | 384.00 | 1,078.00 | 60.00 | 1,319.00 | 905.00 | 629.00 | 2,562.00 | 24.00 | 162.00 | | | | | | | 7,123.00 |
| 4/8/2025 | 663.00 | 663.00 | | 12.00 | | 702.00 | | 250.00 | 452.00 | | 1,180.00 | 649.00 | 1,186.00 | 2,342.00 | 24.00 | 176.00 | | 72.00 | | | | | 6,331.00 |
| 4/9/2025 | 406.00 | 629.00 | | | | 877.71 | | 487.00 | 390.71 | | 1,101.00 | 879.00 | 1,171.00 | 2,684.00 | 33.00 | 49.00 | 300.00 | 25.00 | | | 500.00 | | 7,019.71 |
| 4/10/2025 | 1,144.00 | 1,144.00 | | | | 967.00 | | 264.00 | 703.00 | | 755.00 | 1,228.00 | 853.00 | 2,508.00 | 12.00 | 148.00 | 200.00 | | | | | | 6,271.00 |
| 4/11/2025 | 1,023.00 | 1,023.00 | | | | 782.00 | | 243.00 | 539.00 | | 1,695.00 | 556.00 | 634.00 | 3,160.00 | 2.00 | 49.00 | | 151.00 | | | | | 7,029.00 |
| 4/12/2025 | | | | | | - | | | | | | | | | | | | | | | | | - |
| 4/13/2025 | | | | | | - | | | | | | | | | | | | | | | | | - |
| 4/14/2025 | 1,038.00 | 1,038.00 | | 12.00 | 12.00 | 3,503.00 | | 282.00 | 3,209.00 | 30.00 | 975.00 | 1,846.00 | 1,742.00 | 3,059.00 | | 187.00 | 100.00 | | 939.00 | | | | 10,291.00 |
| 4/15/2025 | 1,001.00 | 1,001.00 | | | | 463.00 | | 400.00 | 63.00 | | 916.00 | 453.00 | 1,017.00 | 2,103.00 | 43.00 | 520.00 | | | | | | | 5,515.00 |
| 4/16/2025 | 1,367.00 | 1,367.00 | | 24.00 | | 720.00 | | 319.00 | 401.00 | | 1,147.00 | 920.00 | 811.00 | 1,604.00 | 70.00 | 46.00 | | 46.00 | | | | | 5,364.00 |
| 4/17/2025 | 540.00 | 540.00 | | | | 353.00 | | 156.00 | 197.00 | | 408.00 | 93.00 | 821.00 | 1,457.00 | 45.00 | 97.00 | | 72.00 | | | 500.00 | | 3,846.00 |
| 4/18/2025 | | | | | | - | | | | | | | | | | | | | | | | | - |
| 4/19/2025 | | | | | | - | | | | | | | | | | | | | | | | | - |
| 4/20/2025 | | | | | | - | | | | | | | | | | | | | | | | | - |
| 4/21/2025 | 1,358.00 | 1,358.00 | | | | 1,293.00 | | 251.00 | 1,042.00 | 30.00 | 1,866.00 | 1,538.00 | 1,765.00 | 6,607.00 | 2.00 | 510.00 | | 203.00 | | | 500.00 | | 14,314.00 |
| 4/22/2025 | 575.00 | 575.00 | 12.00 | 362.00 | | 697.00 | | 426.00 | 259.00 | | 1,826.00 | 894.00 | 1,995.00 | 3,131.00 | 97.00 | 268.00 | | | | | | | 8,896.00 |
| 4/23/2025 | 118.00 | 118.00 | | 12.00 | | 559.00 | | 392.00 | 167.00 | | 1,110.00 | 1,423.00 | 1,711.00 | 2,543.00 | 52.00 | 88.00 | | 1,288.00 | | | | | 8,774.00 |
| 4/24/2025 | 1,601.00 | 1,601.00 | | | | 600.00 | | 171.00 | 429.00 | | 951.00 | 1,203.00 | 1,428.00 | 2,255.00 | 18.00 | 178.00 | | | 313.00 | | | | 6,320.00 |
| 4/25/2025 | 784.00 | 784.00 | 12.00 | | | 949.00 | | 135.00 | 802.00 | | 1,589.00 | 1,071.00 | 1,032.00 | 3,437.00 | | 183.00 | | | 387.00 | | | | 7,862.00 |
| 4/26/2025 | | | | | | - | | | | | | | | | | | | | | | | | - |
| 4/27/2025 | | | | | | - | | | | | | | | | | | | | | | | | - |
| 4/28/2025 | 926.00 | 926.00 | 5.00 | | | 793.00 | 30.00 | 275.00 | 513.00 | 30.00 | 1,446.00 | 599.00 | 1,152.25 | 2,449.00 | | 324.00 | | | | 446.00 | | | 6,372.25 |
| 4/29/2025 | 52.00 | 52.00 | 5.00 | | | 1,780.00 | | 487.00 | 1,288.00 | | 517.00 | 1,283.00 | 930.00 | 3,392.00 | 170.50 | 176.00 | 800.00 | 58.00 | 395.00 | | | | 7,106.50 |
| 4/30/2025 | 545.00 | 545.00 | | | | 496.10 | | 180.00 | 316.10 | | 882.00 | 1,578.00 | 1,035.00 | 5,225.00 | | 198.00 | | | | | 500.00 | | 9,914.10 |
| | | | | | | - | | | | | | | | | | | | | | | | | - |
| TOTAL | 16,058.00 | 16,058.00 | 129.00 | 796.00 | 36.00 | 20,320.81 | 30.00 | 6,167.00 | 13,988.81 | 180.00 | 24,045.00 | 20,123.00 | 24,080.25 | 62,407.00 | 818.50 | 4,023.00 | 1,400.00 | 2,154.00 | 2,614.00 | 446.00 | 3,420.00 | | 156,976.56 |

| | | | | |
|---------------|------------|------------|----------------------|---|
| TOTAL REPORT | | | | |
| ODYSSEY | 17,019.00 | 17,019.00 | Total Fees (Revenue) | - |
| REPORT KOFILE | 156,976.56 | 156,976.56 | | - |
| GRAND TOTAL | 173,995.56 | | | |

Diff.
Diff.


KAREN MCQUEEN, COUNTY CLERK


ASHLIE PETERS-BOWMAN, CHIEF DEPUTY

5-1-2025
DATE

BRAZOS COUNTY
MONTHLY REPORT RECAPITULATION
CONSTABLE DONALD LAMPO - PRECINCT 2
FOR THE MONTH OF April, 2025

RECEIPTS:

| | | | |
|--------------------------------|------|----|------|
| Fees Received | | \$ | 0.00 |
| Execution Judgements: | | | |
| Constable fees / Expenses | 0.00 | | |
| Constable Commissions | | | |
| Due to Attorneys | | | |
| Other | | \$ | 0.00 |
| Other | | \$ | |
| Beginning Balance | | | |
| Cash On Hand | | \$ | |
| GRAND TOTAL OF RECEIPTS | | \$ | 0.00 |

DISBURSEMENTS:

| | | | |
|----------------------------------|------|----|------|
| Remitted to Treasurer | | | |
| Constable Fees | 0.00 | | |
| Executions / Judgements | | | |
| Other | | \$ | 0.00 |
| Ending Balance | | | |
| Cash on Hand | | \$ | |
| GRAND TOTAL DISBURSEMENTS | | \$ | 0.00 |

Papers Served:

| Type | #of |
|------------------|-------------------|
| 127 total civil | papers received. |
| 22 Atty. General | 3 Tax Suits |
| 60 Citations | 1 Capias |
| 27 Evictions | 1 Show Cause |
| 10 writ possess. | 1 Notice; 2 Summ. |

Prepared By:

SWendt

SWendt

Approved BY:

Donald Lampo

Constable Donald Lampo - Precinct 2

BRAZOS COUNTY
MONTHLY REPORT RECAPITULATION
CONSTABLE J.P. INGRAM - PRECINCT 3
April-25

RECEIPTS:

| | | | |
|---------------------------|----------|----------|----------|
| Fees Received | | | \$825.82 |
| Execution Judgements: | | | |
| Constable fees / Expenses | \$630.02 | | |
| Constable Commissions | \$45.80 | | |
| Due to Attorneys | | | |
| Other | \$150.00 | \$825.82 | |
| Other | | | |
| Beginning Balance | | | |
| Cash On Hand | | | |
| GRAND TOTAL OF RECEIPTS | | | \$825.82 |

DISBURSEMENTS:

| | | | |
|---------------------------|----------|----------|----------|
| Remitted to Treasurer | | | |
| Constable Fees | \$195.80 | | |
| Executions / Judgements | \$630.02 | | |
| Other | | \$825.82 | |
| Ending Balance | | | |
| Cash on Hand | | | |
| GRAND TOTAL DISBURSEMENTS | | | \$825.82 |

| | | |
|-----------------------|------------|----|
| Papers Served: | | |
| Type | #of | |
| PAPERS RECVD 108 | SERVED 130 | |
| AG PAPERS | 4 | 5 |
| CITATION | 2 | 3 |
| EVICCTIONS | 42 | 43 |
| SUMMONS | 49 | 65 |
| WRIT OF SEQUESTRATION | 0 | 0 |
| WRIT OF EXECUTION | 2 | 1 |
| WRIT OF POSSESSION | 8 | 12 |
| TAX SUITS | 3 | 1 |

Prepared By: Angie Regmund

Approved BY: _____
CONSTABLE J.P. INGRAM PCT. 3