



Texas Water Development Board
Requisition

Page: 1 of 5
Run Date: 1/7/2025
Run Time: 11:16:36 AM
Report ID: TXCPO002X

Business Unit 58000 **Origin** WSC **Requestor** Glenn Jennings **BCM Status** Valid

Requisition ID 0000003432 **Status** Approved **Requestor Phone** **Req Approval Date** 01/02/2025

Requisition Date 12/12/2024 **Description** EMT-2022-FM-001-Amd 27

HEADER COMMENTS:
Replaces req 3261

<div><div>Line</div><div>1</div><div>Description</div><div>2200012784 EMT-2022-FM-001_ (0003) [BDD4]</div><div>UOM</div><div>LOT</div><div>Qty</div><div>1</div><div>Price</div><div>940,588.50</div><div>Amount</div><div>940,588.50</div><div>Line Status</div><div>Approved</div></div>												
<div><div>Vendor ID</div><div>Vendor Loc</div><div>Vendor Name</div><div>Supplier Item ID</div><div>Manufacturer's Item ID</div><div>Class</div><div>950</div><div>Item</div><div>65</div><div>Buyer</div><div>Velisa Valk</div></div>												
<div>Schedule 1 Schedule Amount 940,588.50</div>												
Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Project	Activity	Agy CF1	Agy CF2	Amount	Location
1	7613	0001	C344	F06	21021	2025	G02182			7613	940,588.50	Texas Water Development Board

<div><div>Line</div><div>2</div><div>Description</div><div>2200012800 EMT-2022-FM-001_ (0019) [BDD4]</div><div>UOM</div><div>LOT</div><div>Qty</div><div>1</div><div>Price</div><div>1,044,790.50</div><div>Amount</div><div>1,044,790.50</div><div>Line Status</div><div>Approved</div></div>												
<div><div>Vendor ID</div><div>Vendor Loc</div><div>Vendor Name</div><div>Supplier Item ID</div><div>Manufacturer's Item ID</div><div>Class</div><div>950</div><div>Item</div><div>65</div><div>Buyer</div><div>Velisa Valk</div></div>												
<div>Schedule 1 Schedule Amount 1,044,790.50</div>												
Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Project	Activity	Agy CF1	Agy CF2	Amount	Location
1	7613	0001	C344	F06	21021	2025	G02183			7613	1,044,790.50	Texas Water Development Board



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Requisition Date 12/12/2024 **Description** EMT-2022-FM-001-Amd 27

Line 3	Description 2200012801 EMT-2022-FM-001_ (0020) [BDD4]	UOM LOT	Qty 1	Price 1,083,624.75	Amount 1,083,624.75	Line Status Approved						
Vendor ID	Vendor Loc	Vendor Name	Supplier Item ID	Manufacturer's Item ID	Class 950	Item 65	Buyer Velisa Valk					
Schedule 1	Schedule Amount 1,083,624.75											
Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Project	Activity	Agy CF1	Agy CF2	Amount	Location
1	7613	0001	C344	F06	21021	2025	G02184			7613	1,083,624.75	Texas Water Development Board

Line 4	Description 2200012806 EMT-2022-FM-001_ (0025) [Medina County]	UOM LOT	Qty 1	Price 1,621,996.55	Amount 1,621,996.55	Line Status Approved						
Vendor ID	Vendor Loc	Vendor Name	Supplier Item ID	Manufacturer's Item ID	Class 950	Item 65	Buyer Velisa Valk					
Schedule 1 Schedule Amount 1,621,996.55												
Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Project	Activity	Agy CF1	Agy CF2	Amount	Location
1	7612	0001	C344	F06	21021	2025	G02197			7612	1,621,996.55	Texas Water Development Board



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Requisition Date 12/12/2024 **Description** EMT-2022-FM-001-Amd 27

Line 5	Description 2000128013 EMT-2022-FM-001_ (0032) [Conroe]				UOM LOT	Qty 1	Price 1,176,786.45	Amount 1,176,786.45	Line Status Approved				
Vendor ID	Vendor Loc	Vendor Name				Supplier Item ID		Manufacturer's Item ID		Class 950	Item 65	Buyer Velisa Valk	
Schedule 1 Schedule Amount 1,176,786.45													
Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Project	Activity	Agy CF1	Agy CF2	Amount	Location	
1	7611	0001	C344	F06	21021	2025	G02187			7611	1,176,786.45	Texas Water Development Board	

Line 6	Description 2200012810 EMT-2022-FM-001_ (0029) [HCFCD]				UOM LOT	Qty 1	Price 11,415,061.35		Amount 11,415,061.35		Line Status Approved	
Vendor ID	Vendor Loc	Vendor Name			Supplier Item ID		Manufacturer's Item ID		Class 950	Item 65	Buyer Velisa Valk	
Schedule 1 Schedule Amount 11,415,061.35												

Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Project	Activity	Agy CF1	Agy CF2	Amount	Location
1	7613	0001	C344	F06	21021	2025	G02194			7613	11,415,061.35	Texas Water Development Board



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Requisition Date 12/12/2024 **Description** EMT-2022-FM-001-Amd 27

Line 7	Description 2200012817 EMT-2022-FM-001_ (0037) [Abilene]			UOM LOT	Qty 1	Price 111,680.10	Amount 111,680.10	Line Status Approved				
Vendor ID	Vendor Loc	Vendor Name			Supplier Item ID		Manufacturer's Item ID		Class 950	Item 65	Buyer Velisa Valk	
Schedule 1 Schedule Amount 111,680.10												
Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Project	Activity	Agy CF1	Agy CF2	Amount	Location
1	7611	0001	C344	F06	21021	2025	G02185			7611	111,680.10	Texas Water Development Board

Line 8	Description 2200012818 EMT-2022-FM-001_ (0038) [Jefferson County]			UOM LOT	Qty 1	Price 5,982,159.43	Amount 5,982,159.43	Line Status Approved				
Vendor ID	Vendor Loc	Vendor Name			Supplier Item ID		Manufacturer's Item ID		Class 950	Item 65	Buyer Velisa Valk	
Schedule 1 Schedule Amount 5,982,159.43												
Dist Ln	Account	Fund	Dept ID	Program	PCA	Appn. Yr.	Project	Activity	Agy CF1	Agy CF2	Amount	Location
1	7612	0001	C344	F06	21021	2025	G02195			7612	5,982,159.43	Texas Water Development Board

Total Requisition: \$23,376,687.63



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Requisition ID	0000003432	Status	Approved	Requestor Phone		Req Approval Date	01/02/2025
Requisition Date	12/12/2024	Description	EMT-2022-FM-001-Amd 27				

Stage ID	Path ID	Step ID	Step Descr	Status	Approver Name	Approved Date & Time
10	1	1	Level 1 - Div Dir/Mgr	Approved	Saul A Nuccitelli	2024-12-16T07:55:57-0600
10	1	1	Level 1 - Div Dir/Mgr	Approved	Kathy Carol Hopkins	2024-12-16T08:56:25-0600
10	1	10	Level 10 - GL	Approved	Chin-Lin K Wen	2025-01-02T14:26:42-0600
10	1	2	Level 2 - DEA and special	Approved	John T Dupnik	2024-12-17T16:22:47-0600
10	1	4	Level 4 - Budget	Approved	Amanda G Meyer	2024-12-26T21:30:31-0600
10	1	6	Level 6 - Exec Admin	Approved	Bryan Ward McMath	2025-01-02T11:25:02-0600

Additional Approver

STATE OF TEXAS

TWDB Contract No. 2200012818

COUNTY OF TRAVIS

Flood Mitigation Assistance
Individual Property Mitigation or Flood Risk Reduction
Project Grant
Jefferson County

This Contract (hereinafter CONTRACT) is entered into by and between the TEXAS WATER DEVELOPMENT BOARD (TWDB), the RECIPIENT, serving as administrator of the Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance Program, and **Jefferson County**, the SUBRECIPIENT (CONTRACTOR). The RECIPIENT and CONTRACTOR may be referred to as "Party," or "Parties" to the CONTRACT.

SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT

ARTICLE I. DEFINITIONS:

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

1. TWDB/RECIPIENT - The Texas Water Development Board, Unique Entity Identifier (UEI) No. JZ_FMT39LKH51, or its designated representative.
2. FEMA - Federal Emergency Management Agency. FEMA is not a party to the CONTRACT and is not subject to any obligations or liabilities pertaining to any matter resulting from the CONTRACT.
3. FMA - Flood Mitigation Assistance Program, Catalog of Federal Domestic Assistance (CFDA) No. 97.029
4. 2 CFR PART 200 - Title 2 of the Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
5. CONTRACTOR/SUBRECIPIENT – Jefferson County, UEI No. EKC1BVNLJXA8
6. EXECUTIVE ADMINISTRATOR - The Executive Administrator of TWDB or a designated representative.
7. PARTICIPANT(s) - Property owners participating in the Flood Mitigation Assistance subgrant (EXHIBIT B).

8. REQUIRED INTERLOCAL AGREEMENT(s) - [N/A]
9. FEMA APPROVAL DATE - 9/27/2024
10. TWDB APPROVAL DATE - 04/11/2024
11. PROJECT AREA - The project area is more specifically defined in EXHIBIT B (the original grant application).
12. CONTRACT EFFECTIVE DATE – 9/27/2024
13. PROJECT COMPLETION DATE – 9/27/2026
14. CONTRACT EXPIRATION DATE - 01/12/2027
15. TOTAL PROJECT COST - \$6,747,303.68
16. FEDERAL SHARE OF THE TOTAL PROJECT COST - Not to exceed \$5,982,159.43
17. TWDB SHARE OF THE TOTAL PROJECT COST- Not to exceed \$0.00
18. LOCAL SHARE OF THE TOTAL PROJECT COST - is estimated to be \$765,144.25
19. PAYMENT REQUEST SCHEDULE - Submit payment requests totaling a minimum of \$5,000 on a Federal quarterly basis, unless it is the final payment request being submitted.
20. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT
(ALL SPECIAL CONDITIONS ARE SUBJECT TO THE INDIVIDUAL CONTRACT CIRCUMSTANCES.):
 - A. In accordance with Section II, Article VIII, DISTRIBUTING GRANT FUNDS, upon request from CONTRACTOR, TWDB will advance funds for mitigation of structures not to exceed 10 structures per advance request. Subsequent advance requests by CONTRACTOR will only be approved by TWDB if 70 percent (70%) of the immediate prior advance of funds has been expended and if 100 percent (100%) of all other prior advance funds has been expended. All CONTRACTOR requests for advance funds must include a narrative progress report and justification for the advance of funds, which must include an executed copy of any subcontract documents between PARTICIPANT and CONTRACTOR and a timeframe

for completion of work under each subcontract.

- B. No reimbursement or advance will be released until CONTRACTOR submits an implementation plan and the plan or any future modifications are approved by TWDB.
- C. Section II, Article VIII, Paragraph 4, the following additional paragraph is added:
CONTRACTOR must develop standard subcontract/agreement templates for use with individual PARTICIPANTS and must submit the standard subcontract/agreement templates to the EXECUTIVE ADMINISTRATOR for review and approval prior to use or execution of any documents with individual PARTICIPANTS. Any subsequent modifications to the approved templates must also be submitted for review and approval by the EXECUTIVE ADMINISTRATOR prior to use. CONTRACTOR and its subcontractor(s) must keep executed copies of all agreements entered into and relating to the work under this CONTRACT.
- D. All costs must be incurred during the period of performance unless pre-award costs are approved. A total of \$37,000.00 in pre-award costs is an allowable expense and will be considered for reimbursement under this CONTRACT.
- E. CONTRACTOR must meet with TWDB's designated Contract Manager on a (Monthly) basis to discuss the progress of the project as well as any delays or concerns.
- F. Section II, Article VIII, Paragraph 10, last sentence is changed as follows:
Any expenses incurred by CONTRACTOR above the amount of the previous advance will be reimbursed to CONTRACTOR based on the cost share percentages shown in EXHIBIT D.
- G. Funding for Contingencies is not automatically available for use. To request Contingencies funds, Contractor must demonstrate what unforeseen condition related to the project has arisen. If use of Contingencies funding is approved by FEMA, TWDB will provide written notice to Contractor reallocating funds to the applicable Task Budget category.
- H. CONTRACTOR must ensure that all mitigated structures maintain NFIP flood insurance policies valid through the date FEMA approves closeout of the subgrant. If CONTRACTOR fails to ensure NFIP policy coverage is in

place by providing a current declarations page for each property, CONTRACTOR must purchase NFIP policies on behalf of the property owner. If CONTRACTOR fails to ensure that NFIP policy coverage is maintained, CONTRACTOR will be responsible for repayment of the elevation or mitigation cost for each property without an active NFIP policy at the time of FEMA closeout.

- I. CONTRACTOR must submit documentation of final notice issued that meets the requirements under Executive Order 11988 as indicated in Exhibit A, not later than 15-days prior to the first structure being mitigated under this agreement. No funds will be reimbursed until such documentation is provided and receives TWDB's concurrence.

SECTION II. STANDARD AGREEMENT

ARTICLE I. RECITALS

WHEREAS, CONTRACTOR applied through TWDB for a FEMA project grant under the FMA program to mitigate specific flood problems as identified in EXHIBIT B, the original grant application, which is incorporated herein and made a permanent part of this CONTRACT; and

WHEREAS, CONTRACTOR and PARTICIPANTS will commit cash and/or in-kind services to pay the LOCAL SHARE OF THE TOTAL PROJECT COST, if applicable; and

WHEREAS, CONTRACTOR will receive grant funds and will be responsible for the execution of this CONTRACT and compliance with the FMA requirements; and

WHEREAS, on the FEMA APPROVAL DATE, FEMA approved CONTRACTOR's application for financial assistance;

NOW, THEREFORE, TWDB and CONTRACTOR agree as follows:

ARTICLE II AGREEMENTS

1. The United States of America, through the Director of FEMA, has agreed to provide funds to CONTRACTOR, through TWDB, for the FEDERAL SHARE OF THE TOTAL PROJECT COST. By acceptance of the funds awarded, CONTRACTOR agrees to abide by the terms and conditions of this CONTRACT as set forth in this document and the documents identified herein and made a part hereof by reference.
2. Services and activities provided under this CONTRACT must be in strict compliance with the requirements of Texas Government Code Chapter 742 as well as EXHIBIT A, the FEMA Award Package.
3. CONTRACTOR will provide Flood Mitigation Assistance to the PROJECT AREA as delineated and described in EXHIBIT B, the original grant application, and according to the implementation plan approved by TWDB.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance of this CONTRACT is from the CONTRACT EFFECTIVE DATE to the PROJECT COMPLETION DATE, unless otherwise amended.

ARTICLE IV. APPLICABLE FEDERAL LAWS AND RULES

FEMA requires all grant recipients and subrecipients to comply with federal laws and rules. These federal laws and rules are listed in Article VIII of the FEMA Award Package (EXHIBIT A), which is incorporated herein and made a permanent part of this CONTRACT. CONTRACTOR must comply with all federal laws and rules listed in EXHIBIT A. All FEMA grants are also subject to the following requirements:

1. TWDB will reimburse CONTRACTOR for costs determined by FEMA to be allowable, allocable, necessary and reasonable in accordance with 2 CFR Part 200.
2. CONTRACTOR must follow applicable matching or cost-sharing requirements found in 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as required (EXHIBIT A).
3. The project will be administered by CONTRACTOR following the Hazard Mitigation Assistance (HMA) Unified Guidance in effect when the application (EXHIBIT B) was submitted to FEMA, which is available at www.fema.gov.
4. CONTRACTOR must notify TWDB of any funds transferred to FEMA arising from the performance of this CONTRACT, along with accrued interest, if any.
5. Construction Project Requirements
 - A. Acceptance of federal funding requires FEMA, TWDB and CONTRACTOR to comply with all federal, state, and local laws prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
 - B. Any changes to the approved scope of work as outlined in EXHIBITS A and B will require re-evaluation by TWDB and FEMA for CONTRACTOR compliance with the National Environmental Policy Act and other laws and Executive Orders.
 - C. If ground-disturbing activities occur during construction, CONTRACTOR must ensure monitoring of the ground disturbance and, if any potential archeological resources are discovered, CONTRACTOR must immediately cease construction in that area and notify TWDB and FEMA.
6. Publication Rights. Any publication resulting from work performed under this CONTRACT must include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement nor reflect the views of FEMA or TWDB.

7. Contract Amendments. No subsequent grants, monetary increase amendment, or time extension amendment will be approved unless all overdue financial or performance reports have been submitted to TWDB by CONTRACTOR. Exceptions to this policy can be approved only by FEMA.
8. Registration and Reporting Requirement. Pursuant to the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, CONTRACTOR is required to obtain a Data Universal Numbering System (DUNS) number and register with the System of Award Management (www.sam.gov). Registration and reporting requirements must be maintained during the life of this CONTRACT.

ARTICLE V. INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEDGEMENT

1. For purposes of this Article, "Contractor Works" are work products developed by CONTRACTOR and any Subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports; drafts of reports; material, data, drawings, studies, analyses, notes, plans, computer programs and codes; or other work products, whether final or intermediate.
 - A. It is agreed that all Contractor Works are the joint property of TWDB, FEMA, and CONTRACTOR.
 - B. The parties hereby agree that, if recognized as such by applicable law, the Contractor Works are intended to and will be works-made-for-hire with joint ownership between TWDB, FEMA, and CONTRACTOR as such works are created in whole or part.
 - C. If Contractor Works do not qualify as works-made-for-hire under applicable law, CONTRACTOR hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, CONTRACTOR agrees to convey a co-ownership interest of Contractor Works to TWDB after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by TWDB.
 - D. TWDB and CONTRACTOR acknowledge that the copyright in and to copyrightable Contractor Works subsists upon creation of the Contractor Works and its fixing in any tangible medium. CONTRACTOR or TWDB and FEMA may register the copyrights to such Works jointly in the names of CONTRACTOR and TWDB or FEMA.

- E. TWDB, FEMA, and CONTRACTOR each have full and unrestricted rights to use Contractor Works with no compensation obligation.
2. "Use" of a work product, whether Contractor Works, Subcontractor Works or otherwise, means and includes, without limitation hereby, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any medium or form, whether now known or later existing.
 3. "No Compensation Obligation" means there is no obligation on the part of one co-owner or licensee of a work, whether Contractor Works, Subcontractor Works or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.
 4. "Dissemination" includes, without limitation hereby, any and all manner of: physical distribution; publication; broadcast; electronic transmission; internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.
 5. TWDB has an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by CONTRACTOR and Subcontractor in, or otherwise resulting from, the performance of services under this CONTRACT.
 6. For purposes of this Article, "Subcontractor Works" includes all work product developed in whole or part by or on behalf of Subcontractors engaged by CONTRACTOR to perform work for or on behalf of any CONTRACTOR under this CONTRACT (or by the Subcontractors' Subcontractors hereunder, and so on). CONTRACTOR must secure in writing from any Subcontractors so engaged:
 - A. unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of TWDB (and, if desired, of CONTRACTOR) to access and receive, and to use any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either:
 - B. assignment by the Subcontractor to TWDB (and, if desired by them, jointly to CONTRACTOR) of ownership (or joint ownership with the Subcontractor) of

all Subcontractor Works, with No Compensation Obligation; or

- C. grant by Subcontractor of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to TWDB (and, if desired by them, CONTRACTOR) to use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation.
7. No unauthorized patents. Contractor Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder must not be patented by CONTRACTOR or their Subcontractor(s) unless Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing,:
- A. any application made for patent must include and name TWDB (and, as applicable and desired by them, CONTRACTOR) as co-owners of the patented work;
 - B. no patent granted will in any way limit, or be used by CONTRACTOR or Subcontractor to limit or bar TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or information developed in or resulting from performance pursuant to this CONTRACT or the use of funds provided hereunder; and
 - C. TWDB (and, if applicable, CONTRACTOR) will have no compensation obligation to any other co-owners or licensees of any such patented work, unless otherwise expressly agreed in writing.
8. CONTRACTOR must include terms and conditions in all contracts or other engagement agreements with any Subcontractors as are necessary to secure these rights and protections for TWDB and must require that Subcontractors include similar such terms and conditions in any contracts or other engagements with their Subcontractors. For the purposes of this section, "Subcontractors" includes independent contractors (including consultants) and also employees working outside the course and scope of employment.
9. Any work products subject to a TWDB copyright or joint copyright and produced or developed by CONTRACTOR or its Subcontractor(s) pursuant to this CONTRACT or using any funding provided by TWDB may be reproduced in any medium, form or format by TWDB or CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. CONTRACTOR may utilize such work products it deems appropriate, including dissemination of such work products or parts thereof under their own name, provided that any TWDB copyright is noted on the materials.

10. CONTRACTOR agrees to promptly notify TWDB regarding any media requests or inquiries relating to the work performed under this CONTRACT.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

- A. **Disaster Recovery Plan.** Upon request of TWDB, CONTRACTOR must provide descriptions or copies of its business continuity and disaster recovery plans.
- B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2009 is available to the parties to resolve any dispute arising under the CONTRACT.
- D. **Funding Limitation.** CONTRACTOR understands that all obligations of TWDB under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to TWDB if such funds are not appropriated or become unavailable.
- E. **Force Majeure.** Neither CONTRACTOR nor TWDB will be liable to the other for any delay in or failure of performance of any requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- F. **Governing Law and Venue.** This CONTRACT is 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 this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.
- G. **Indemnification.** TO THE EXTENT PERMITTED BY LAW CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, 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 CONTRACTOR 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 MUST BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Liability. CONTRACTOR agrees to be fully responsible for its negligent acts or omissions or tortious acts. Nothing herein will be construed as consent by the State of Texas, TWDB or any state agency or entity as consent to be sued in any matter arising out of this CONTRACT.

- H. **Public Information Act.** CONTRACTOR understands that TWDB will comply with the Texas Public Information Act, Texas Government Code Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this CONTRACT may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Texas Government Code § 2252.907, CONTRACTOR is required to make any information created or exchanged with the State pursuant to this CONTRACT, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

I. **Right to Audit.**

1. The state auditor and the EXECUTIVE ADMINISTRATOR 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.

2. CONTRACTOR must make such documents and records available for examination and audit by the Federal government and records must be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the submission of the final Federal Financial Report.
- J. **Severability.** Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or, for any reason whatsoever, of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT, which will remain in full force and effect.

2. AFFIRMATIONS AND CERTIFICATIONS

- A. **Clean Air Act.** CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42. U.S.C. Section 7401 et seq., and will report each violation to the TWDB. The TWDB will in turn report each violation as required to assure notification to FEMA, and the appropriate regional office of the Environmental Protection Agency. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole, or part, with Federal Assistance provided from FEMA, the substance of this CONTRACT.
- B. **Child Support Obligation.** CONTRACTOR represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Texas Family Code § 231.006, the contractor 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. FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The Social Security number will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code."
- C. **Contract Oversight.** CONTRACTOR represents and warrants that it will maintain oversight to ensure that CONTRACTOR and Subcontractor(s) perform in accordance with the terms, conditions, and specifications of their

contracts or purchase orders.

- D. **Cybersecurity.** CONTRACTOR represents and warrants that its compliance with Section 2054.5191, Texas Government Code, relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
- E. **Debts and Delinquencies.** CONTRACTOR agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas, including but not limited to delinquent taxes, delinquent student loan payments and delinquent child support.
- F. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations.** CONTRACTOR represents and warrants that it will comply with Texas Government Code § 2252.906, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- G. **Excluded Parties.** CONTRACTOR certifies that it is not listed on the federal government's terrorism watch list as described in 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.
- H. **Executive Head of a State Agency.** In accordance with Texas Government Code § 669.003, relating to contracting with the executive head of a state agency, CONTRACTOR certifies that it is not: 1) the executive head of TWDB; 2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or 3) a person who employs a current or former executive head of TWDB.
- I. **Federal Water Pollution Control Act.** CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and agrees to report each violation to the TWDB, and understands that the TWDB will, in turn, report each violation as required to assure notification to FEMA and the appropriate regional office of the Environmental Protection Agency. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole, or part, with Federal Assistance provided from FEMA, the substance of this CONTRACT.
- J. **Legal Authority.** CONTRACTOR represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of CONTRACTOR's governing body, authorizing the filing of the application or response, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of CONTRACTOR to act in connection with the application or response and to provide such additional information as may be required.

- K. **Lobbying Expenditure Restriction.** CONTRACTOR represents and warrants that TWDB's payments to CONTRACTOR and CONTRACTOR's receipt of appropriated or other funds under the contract or grant are not prohibited by Texas Government Code §§ 403.1067 or 556.0055, which restrict lobbying expenditures.
- L. **No Conflicts of Interest.** CONTRACTOR represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance with 2 CFR § 200.112.
- M. **No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by TWDB or the State of Texas of any immunities from suit or from liability that TWDB or the State of Texas may have by operation of law.
- N. **Open Meetings.** If CONTRACTOR is a governmental entity, CONTRACTOR represents and warrants its compliance with Texas Government Code Chapter 551, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- O. **Political Polling Prohibition.** CONTRACTOR 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 which performs political polling.
- P. **Procurement of Recovered Materials.** CONTRACTOR represents that it will make maximum use of products containing recovered materials that are EPA-designated items, as applicable for performance of the CONTRACT, unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the CONTRACT or its performance requirements, or (ii) at a reasonable price.
- Q. **Records Retention.** CONTRACTOR represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. TWDB reserves the right to direct a contractor to retain documents for a longer period of time or transfer certain records to TWDB custody when it is determined the records possess longer term retention value. CONTRACTOR must include the substance of this clause in all subawards and subcontracts.

- R. **Reporting Compliance.** Respondent represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.
- S. **Subaward Monitoring.** CONTRACTOR represents and warrant that it will monitor the activities of any subrecipient as necessary to ensure that subawards are 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.
- T. **Suspension and Debarment.** CONTRACTOR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management* (SAM) maintained by the General Services Administration.
- U. **Compliance with Federal Laws, Rules and Requirements.** CONTRACTOR represents and warrants that it will comply and assure the compliance of all its subrecipients and subcontractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, CONTRACTOR 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 CONTRACTOR, the more restrictive requirement applies.
- V. **Disclosure of Violations of Federal Criminal Law.** CONTRACTOR represents and warrants its compliance with 2 CFR § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.
- W. **Byrd Anti-Lobbying Amendment.** CONTRACTOR certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by CONTRACTOR to conduct such lobbying activities, Contractor must promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), CONTRACTOR acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

ARTICLE VII. STANDARDS OF PERFORMANCE.

1. **Personnel.** CONTRACTOR must assign only qualified personnel to perform the services required under this CONTRACT. CONTRACTOR is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.

2. **Professional Standards.** CONTRACTOR must provide the services and deliverables in accordance with applicable professional standards. CONTRACTOR represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.

3. **Procurement Laws.** CONTRACTOR must comply with applicable State of Texas procurement laws, rules and policies, as well as 2 CFR §§ 200.319 – 200.326, Methods of Procurement, including but not limited to competitive bidding and the Professional Services Procurement Act, Texas Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.

CONTRACTOR must comply with all regulations listed in 2 CFR Part 200 and state law and procedure for the purchase of equipment and supplies.

4. **Independent Contractor.** Both parties hereto, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

5. **Proprietary and Confidential Information.** CONTRACTOR warrants and represents that any information that is proprietary or confidential and is received by CONTRACTOR from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.

6. **Contract Administration.** TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and CONTRACTOR. TWDB's project manager will supervise TWDB's review of CONTRACTOR's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and

similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.

7. **Nepotism.** CONTRACTOR must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of CONTRACTOR's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.
8. **Remedies for Nonperformance.** If CONTRACTOR fails to comply with any requirement of the CONTRACT, TWDB may terminate or cancel all or any part of the contract, may obtain substitute requested items, may withhold acceptance and payments to CONTRACTOR, may revoke any prior acceptance, may require CONTRACTOR to refund amounts paid prior to revocation of acceptance and may pursue all rights and remedies against CONTRACTOR under the contract and any applicable law. Remedies for nonperformance may also include suspension or debarment. No provision of the CONTRACT will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to TWDB as an agency of the State of Texas or otherwise available to TWDB. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to TWDB by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

ARTICLE VIII. DISTRIBUTING GRANT FUNDS

1. TWDB agrees to compensate and reimburse CONTRACTOR in a total amount not to exceed the FEDERAL SHARE OF THE TOTAL PROJECT COST and the TWDB SHARE OF THE TOTAL PROJECT COST, if applicable, for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT. If applicable, CONTRACTOR will contribute local matching funds in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COST. TWDB will reimburse CONTRACTOR for one hundred percent (100%) of FEDERAL SHARE OF THE TOTAL PROJECT COST and, if applicable, the TWDB SHARE OF THE TOTAL PROJECT COST of each invoice up to ninety percent (90%) pending CONTRACTOR's performance. Upon TWDB's review and approval of project completion according to the specific close-out requirements for FMA, TWDB will pay the remaining ten percent (10%) to CONTRACTOR. The cost share per property is detailed in EXHIBITS A, B and D.

Notwithstanding the above referenced paragraph, TWDB may provide advance funds to CONTRACTOR in order to minimize the time elapsing between the transfer of funds and their disbursement by CONTRACTOR. Such advance funds will be disbursed in compliance with FEMA regulations, including but not limited to 2 CFR Part 200. CONTRACTOR understands and agrees that it has no right to such advances, but that TWDB, in its sole discretion, may from time to time agree to advance payments before receiving any subcontractor invoices.

Depending upon availability of funds, TWDB may elect to fund the LOCAL SHARE OF THE TOTAL PROJECT COST. If PARTICIPANT(s) have already paid some or all of the LOCAL SHARE OF THE TOTAL PROJECT COST, CONTRACTOR must submit evidence that PARTICIPANT(s) have been fully reimbursed before TWDB will release these funds to CONTRACTOR.

2. Before submitting any subcontractor's invoices and prior to reimbursement or advances of funds, CONTRACTOR must submit a copy of all procurement documents, the scoresheets for all respondents, and the official submittal of the selected subcontractor to TWDB for concurrence with 2 CFR Part 200.319-200.326.
3. CONTRACTOR must submit an implementation plan for review and approval by TWDB prior to commencement of construction activities. The approved implementation plan will then become a permanent part of this CONTRACT as EXHIBIT C.
4. Requests for advance or reimbursement of subcontractor expenses will only be considered where such subcontractor procurement(s) have been submitted and where such subcontracts or agreements have been determined acceptable by the EXECUTIVE ADMINISTRATOR as described herein. The EXECUTIVE ADMINISTRATOR must provide written review and acceptance of contracts or agreements between CONTRACTOR and subcontractor(s) and between such subcontractors and any other subcontractors prior to CONTRACTOR finalizing such subcontracts or agreements. All subcontract agreements must include the DUNS number for the subcontractor. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of TWDB are protected. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR agrees that TWDB assumes no legal obligations under its subcontracts or agreements. Each subcontract or agreement must include a detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses. The subcontracts must conform to the terms of the CONTRACT and include provisions which require subcontractor compliance with TWDB rules.

CONTRACTOR must adhere to all requirements in state law and TWDB rules pertaining to the procurement of professional services. Subcontracts for surveying activities will not be required.

5. CONTRACTOR must submit advance or payment requests and the required documentation for reimbursement according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved task and expense budgets contained in EXHIBIT D to this CONTRACT. For reimbursement, CONTRACTOR must submit a signed and completed Payment Request Checklist along with task and expense spreadsheet (https://www.twdb.texas.gov/about/contract_admin/index.asp) and documentation listed below, according to the PAYMENT REQUEST SCHEDULE. All required reports must be current as detailed in Article X and XI of this section. The Payment Request package must include the following:

- A. The completed Payment Request Checklist must include the total incurred and paid expenses along with the following information
 - (1) TWDB Contract Number;
 - (2) The reimbursement period; beginning (date) to ending (date);
 - (3) Total Expenses being requested for this period;
 - (4) Total In-kind services, if applicable;
 - (5) Total Federal, TWDB, and Local Share of the total project cost for the billing period, as applicable;
 - (6) Total to be reimbursed by TWDB for the billing period; and
 - (7) Certification, signed by CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT.
- B. For direct expenses incurred by CONTRACTOR for subcontracted work:
 - (1) Copies of detailed, itemized invoices/receipts from the subcontractor to CONTRACTOR and proof of payment by CONTRACTOR. Credit card summary receipts or statement are not acceptable alone; they must be accompanied by the itemized invoice or receipt; and
 - (2) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category contained in EXHIBIT D; and the total dollar amount paid to and due to the subcontractor(s). The spreadsheet should also include the expense budget and the cost of each expense item. Any payments of expenses which CONTRACTOR withholds from a subcontractor for the purposes of retainage, will be considered to have been paid by CONTRACTOR for purposes of determining expenses paid.
- C. For direct expenses incurred by CONTRACTOR other than subcontracted work:

- (1) Copies of detailed, itemized invoices/receipts from expenses purchased by CONTRACTOR and proof of payment by CONTRACTOR. Credit card summary receipts or statement are not acceptable alone; they must be accompanied by the itemized invoice or receipt; and
 - (2) A spreadsheet showing the tasks that were performed, the percent and cost of each task completed, and a total cost figure for each direct expense category contained in EXHIBIT D. The spreadsheet should also include the expense budget and the cost of each expense item.
- D. For travel expenses for CONTRACTOR(s) and/or subcontractors:
 - (1) Names, dates, work locations, time periods at work locations, itemization of and receipts for subsistence expenses of each employee, limited, however, travel is limited to the maximum amounts authorized by the U.S. General Services Administration, as amended or superseded. Receipts required for lodging;
 - (2) Copies of invoices or receipts for transportation costs or, if mileage costs, names, dates, and points of travel of individuals; and
 - (3) All other reimbursable travel expenses i.e., invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
6. CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount, in any one task or expense category, does not exceed ten (10%) percent of the total authorized amount by this CONTRACT. Larger deviations require approval by the EXECUTIVE ADMINISTRATOR or designee and FEMA (as per 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) which will be documented through an Approved Budget Memorandum to the TWDB contract file. CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount.

For all reimbursement requests, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have determined that any REQUIRED INTERLOCAL AGREEMENT(s) and contracts or agreements between CONTRACTOR and subcontractors are consistent with the terms of this CONTRACT. CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by TWDB.

7. CONTRACTOR and its subcontractors must maintain timely, true, and accurate financial accounting documents and records, including copies of invoices and receipts, and must make them available for examination and audit by the EXECUTIVE ADMINISTRATOR. Accounting by CONTRACTOR and its subcontractors must be in a manner consistent with Generally Accepted

Accounting Principles (GAAP).

8. If CONTRACTOR chooses and is authorized by TWDB for the advance method for distribution of grant funds under Section I, Article I, Paragraph 20 and submits a Request for Advance Checklist to the EXECUTIVE ADMINISTRATOR, TWDB will advance to CONTRACTOR a percentage of the amount shown in EXHIBIT D not to exceed the amount of the TOTAL PROJECT COST.
9. When CONTRACTOR has incurred expenses sufficient to reconcile the advance received, CONTRACTOR must submit a Request for Advance to the EXECUTIVE ADMINISTRATOR before receiving another advance of the FEDERAL SHARE OF THE TOTAL PROJECT COST. CONTRACTOR must attach the most recent written financial reports described in Section II, Article X and performance report described in Section II, Article XI, Paragraph 1 and the documentation listed in Section II, Article VII, Paragraph 5 to the Request for Advance Checklist. Any expenses incurred by CONTRACTOR exceeding the amount of the previous advance will be reimbursed based on the percentage of the FEDERAL SHARE OF THE TOTAL PROJECT COST of this CONTRACT.
10. Within 30 days of the EXECUTIVE ADMINISTRATOR's final accounting of the amounts expended by CONTRACTOR and the amounts advanced by TWDB to CONTRACTOR, CONTRACTOR must refund to TWDB any advances not used for expenses approved by the EXECUTIVE ADMINISTRATOR. If the amounts expended by CONTRACTOR exceed the amounts advanced by TWDB, the EXECUTIVE ADMINISTRATOR will provide such differences to CONTRACTOR, if not in excess of the FEDERAL SHARE OF THE TOTAL PROJECT COST.
11. Reimbursement Requests that lack required documentation will be denied or short paid if deficiencies are not resolved within 10 business days. Denied Reimbursement Requests or eligible expenses that were short paid must be resubmitted by CONTRACTOR with the required documentation within 30 days or prior to next reimbursement request (whichever sooner) to be reconsidered for reimbursement.
12. If for some reason a reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.
13. CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of the travel expenses authorized and approved by the State of Texas under this CONTRACT.
14. CONTRACTOR is responsible for submitting any final payment request and

documentation for reimbursement, along with a request to release any retained funds, no later than 45 days following the PROJECT COMPLETION DATE. Failure to submit a timely final payment request may result in a lapse of funds and unavailability of the remaining funding under this CONTRACT.

ARTICLE IX. SUBCONTRACTS

1. Each Subcontract entered into to perform required work under this CONTRACT must contain the following:
 - A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of reimbursable expenses.
 - B. A clause stating the following: "Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between Jefferson County and Texas Water Development Board, TWDB Contract No.2200012818. Subcontractor adopts by reference the requirements of Section II, Article IX of TWDB Contract No. 2200012818 for this Subcontract."
2. All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:
 - A. The Subcontract is subject to audit by the Texas State Auditor's Office, and EXECUTIVE ADMINISTRATOR, Federal government and-Subcontractor must cooperate with any request for information, as further described in Section II, Article VI, Paragraph 11.;
 - B. Payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature;
 - C. Ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Subcontractor or CONTRACTOR will become data, materials and work owned by TWDB, and-Subcontractor will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V;
 - D. Subcontractor must keep timely and accurate books and records of accounts according to generally accepted accounting principles.;
 - E. Subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and

- F. Subcontractor is an independent contractor and TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury or death.

ARTICLE X. FINANCIAL REPORTS

1. CONTRACTOR must submit an original TWDB Quarterly Financial Report (TWDB QFR) and Federal Financial Report (FFR, SF-425) to the TWDB's quarterly report mailbox (FloodGrantQuarterlyReports@twdb.texas.gov) within 15 days following the end of each federal quarter of the PROJECT with the exception of the final report, which is due 45 days after the PROJECT COMPLETION DATE.
2. If applicable, CONTRACTOR must submit any other reports specified in EXHIBIT A of this CONTRACT.

ARTICLE XI. PERFORMANCE REPORTING

1. Quarterly. CONTRACTOR must submit an original Program Performance Report (SF-PPR) and any supporting documentation to the TWDB's quarterly report mailbox (FloodGrantQuarterlyReports@twdb.texas.gov) within 15 days following the end of each federal quarter in accordance with Section II, Article IV, Paragraph 3.
2. Final Report. CONTRACTOR must submit an original final Program Performance Report (SF-PPR), Federal Financial Report (FFR, SF-425), and any supporting documentation which details all the work performed under the CONTRACT according to the specific close-out requirements according to Section II, Article IV, Paragraph 3. The reports must be submitted to the TWDB Contract Manager within 45 days following the PROJECT COMPLETION DATE.

ARTICLE XII. AMENDMENT, TERMINATION, AND STOP ORDERS

1. Notice. TWDB, CONTRACTOR, or FEMA may terminate grant award agreements by giving written notice at least seven calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. CONTRACTOR's authority to incur new costs will terminate on the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the Grant Agreement will be commenced and processed as prescribed under Section II, Article IV, Paragraph 3.
2. Discontinuation of Work. Upon receiving notice of termination, CONTRACTOR must discontinue work in accordance with the EXECUTIVE ADMINISTRATOR's

termination instructions and delay or terminate all applicable orders and subcontracts immediately.

3. Unpaid Balances. In the event that this CONTRACT is terminated, TWDB's only liability will be to pay CONTRACTOR the unpaid balance due CONTRACTOR for work actually performed.
4. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to CONTRACTOR at any time. Upon receipt of such order, CONTRACTOR must discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days of the Stop Work Order, this CONTRACT is terminated in accordance with the foregoing provisions.
5. The EXECUTIVE ADMINISTRATOR can extend the PROJECT COMPLETION DATE upon written approval from FEMA. CONTRACTOR must notify the EXECUTIVE ADMINISTRATOR in writing within 90 days prior to the PROJECT COMPLETION DATE if an extension is required.
6. If termination of the CONTRACT occurs, the procedures described in 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, will be followed.

ARTICLE XIII. CORRESPONDENCE, REPORTS, AND REIMBURSEMENTS

All correspondence, reports, and reimbursements related to this CONTRACT must be made to the following addresses:

For TWDB:

Contract Matters:

Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

Payment Request Submission:

Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Physical Address:

Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For Jefferson County

Contract Matters:

Fran Lee
1149 Pearl St, 7th Floor
Beaumont, TX 77701
Email: Fran.Lee@jeffcotx.us

Payment Request Submission:

Fran Lee
1149 Pearl St, 7th Floor
Beaumont, TX 77701
Email: Fran.Lee@jeffcotx.us

Physical Address:

1149 Pearl St, 7th Floor
Beaumont, TX 77701

IN WITNESS WHEREOF, the PARTIES have caused this CONTRACT to be duly executed.

**TEXAS WATER DEVELOPMENT
BOARD**

JEFFERSON COUNTY

Bryan McMath
Executive Administrator

Fran Lee
County Auditor

Date: _____

Date: _____

**EXHIBIT A
FEMA AWARD PACKAGE**

- **Award Cover Letter**
 - **Form 76-10A**
 - **Cost Review**
- **Article of Agreement**
- **National Environmental Policy Act Requirements**
 - **Notice of Funding Opportunity**

Amendment Memo

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/14/2023



FEMA has made an amendment to your award: EMT-2022-FM-001. The change to your grant was reviewed and is hereby approved as specified below. All other terms and conditions of the grant remain unchanged.

Budget or scope amendment

FEMA has amended the budget or scope of work of your award. Please view the full budget or scope of work within the Award Summary below, including justifications for differences between the approved costs and scope of work in this amendment and the previously approved costs and scope of work. Items within the following subawards were amended:

- EMT-2022-FM-001-0029
- EMT-2022-FM-001-0020
- EMT-2022-FM-001-0037
- EMT-2022-FM-001-0038
- EMT-2022-FM-001-0003
- EMT-2022-FM-001-0025
- EMT-2022-FM-001-0019
- EMT-2022-FM-001-0032

Cost share change: Yes

Budget change:

Object Class	Previous total	Adjusted total
Personnel	\$0.00	\$0.00
Fringe benefits	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Equipment	\$0.00	\$0.00
Supplies	\$0.00	\$0.00
Contractual	\$0.00	\$0.00
Construction	\$0.00	\$0.00
Other	\$41,333,462.70	\$67,323,422.80
Indirect charges	\$0.00	\$0.00
Federal	\$36,488,186.05	\$59,864,873.68
Non-federal	\$4,845,276.65	\$7,458,549.12
Total	\$41,333,462.70	\$67,323,422.80

Your amended award package is included below. The amended award package incorporates changes approved in this amendment as well as any previously approved amendments.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/14/2023



John Dupnik
TEXAS WATER DEVELOPMENT BOARD
P. O. BOX 13231
AUSTIN, TX 78711
EMT-2022-FM-001

Dear John Dupnik,

Enclosed please find your amended Fiscal Year 2022 Flood Mitigation Assistance award package that has been approved in the amount of \$59,864,873.68 in Federal Funding.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary
- Agreement Articles
- Obligating Document
- FY 2022 FMA Notice of Funding Opportunity (NOFO)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A rectangular box containing a handwritten signature in black ink. The signature appears to read "David McCoy" in a cursive script.

David McCoy
CGMS
Grant Operations Branch Chief

Obligating document

1. Agreement No. EMT-2022-FM-001	2. Amendment No. 27	3. Recipient No. 742378168	4. Type of Action AMENDMENT	5. Control No. TX00093N2024T, TX00329N2023T		
6. Recipient Name and Address TEXAS WATER DEVELOPMENT BOARD 1700 CONGRESS AVE AUSTIN, TX 78701		7. Issuing FEMA Office and Address FEMA Region VI 800 N. Loop 288 Denton, Texas 76209-3698 940-898-5399		8. Payment Office and Address FEMA Finance Center P.O. Box 9001 Winchester, VA 22604 (540) 504-1900		
9. Name of Recipient Project Officer John Dupnik		9a. Phone No. 512-9360861	10. Name of FEMA Project Officer Flood Mitigation Assistance Program		10a. Phone No. 816-283-7061	
11. Effective Date of This Action 09/14/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/15/2023 to 09/14/2026 Budget Period 09/15/2023 to 09/14/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FMA	97.029	2024-IN-JG11 - R062-xxxx-4101-D	\$29,381,829.09	\$23376687.63	\$52,758,516.72	See Totals
FMA	97.029	2023-IN-JG11 - R062-xxxx-4101-D	\$7,106,356.96	\$0.00	\$7,106,356.96	See Totals
Totals			\$36,488,186.05	\$23,376,687.63	\$59,864,873.68	\$7,458,549.12
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This is not applicable for digitally signed grant agreements.						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) (Recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this documents for their records.)						
18. FEMA SIGNATORY OFFICIAL (Name and Title) David McCoy, Acting Assistant Administrator Grant Programs Directorate					DATE 09/27/2024	

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
ATTACHMENT to FEMA Form 76-10A, Obligating Document for Award/Amendment

Obligation Number: EMT-2022-FM-001 (27)
Recipient: Texas Water Development Board
Program: Flood Mitigation Assistance (FMA)

Block 15b. Description of Action Changes

Award of funds is based on the application for Federal Assistance submitted by recipient with the following contingencies:

Purpose: To award federal funds to the subawards as shown below.

Terms and conditions of this grant are specified in the attached Agreement Articles.

Execution of the FF76-10a is agreement that the program will be performed in accordance with the applicable program guidance, the approved SF424 Application for Federal Assistance, and the associated statement of work.

The funds awarded for this grant are available for obligation by the recipient during the period 09/15/2023 through 09/14/2026. The recipient is not authorized to incur new obligations after the expiration date shown unless a new expiration date is established by FEMA in a letter signed by the FEMA Assistance Officer or through issuance of a new FEMA Form 76-10a.

Sub-grants included in this award:	Sub-recipient and Project Title	Federal	Awarded This Action (Add'l Ob or Deob)	Total Federal Share	Non-Federal Share	Awarded This Action (Add'l Ob or Deob)	Total Non-Federal Share	Total	Project Obligation Action	FEMA GO Subsequent Amendments	Project Status	Project Status
EMT-2022-FM-001-0001	City of Bridge City - FMA 22 Home Elevations	\$ 943,745.09	\$ -	\$ 943,745.09	\$ 13,184.91	\$ -	\$ 13,184.91	\$ 956,930.00			A8	Open
EMT-2022-FM-001-0002	City of Taylor Lake Village - Project Scoping	\$ 420,000.00	\$ -	\$ 420,000.00	\$ 140,000.00	\$ -	\$ 140,000.00	\$ 560,000.00	Initial Award	A15	Open	
EMT-2022-FM-001-0003	BDD4 Cowart Creek Channel Modifications	\$ -	\$ 940,588.50	\$ 940,588.50	\$ -	\$ 313,529.50	\$ 313,529.50	\$ 1,254,118.00		A23	Open	
EMT-2022-FM-001-0004	City of Bryan - Project Scoping	\$ 585,000.00	\$ -	\$ 585,000.00	\$ 65,000.00	\$ -	\$ 65,000.00	\$ 650,000.00		A4, A15	Open	
EMT-2022-FM-001-0005	City of Houston - FMA 22 Home Elevations	\$ 1,837,487.29	\$ -	\$ 1,837,487.29	\$ -	\$ -	\$ -	\$ 1,837,487.29		A8	Open	
EMT-2022-FM-001-0006	City of Longview - Acquisition	\$ 165,783.60	\$ -	\$ 165,783.60	\$ 18,420.40	\$ -	\$ 18,420.40	\$ 184,204.00		A16	Open	
EMT-2022-FM-001-0007	Jackson County - Cox and Keller Creeks - Project Scoping	\$ 606,657.26	\$ -	\$ 606,657.26	\$ 67,406.37	\$ -	\$ 67,406.37	\$ 674,063.63		A4, A15	Open	
EMT-2022-FM-001-0008	DD6 - Project Scoping	\$ 816,613.80	\$ -	\$ 816,613.80	\$ 90,734.87	\$ -	\$ 90,734.87	\$ 907,348.67	Initial Award	A15	Open	
EMT-2022-FM-001-0009	County of Montgomery - Project Scoping	\$ 789,075.00	\$ -	\$ 789,075.00	\$ 87,675.00	\$ -	\$ 87,675.00	\$ 876,750.00	Initial Award	A15	Open	
EMT-2022-FM-001-0010	City of Friendswood - Project Scoping	\$ 158,256.00	\$ -	\$ 158,256.00	\$ 17,584.00	\$ -	\$ 17,584.00	\$ 175,840.00	Initial Award	A15	Open	
EMT-2022-FM-001-0012	County of Orange - FMA 22 Home Elevations	\$ 1,014,750.51	\$ -	\$ 1,014,750.51	\$ 41,036.49	\$ -	\$ 41,036.49	\$ 1,055,787.00		A8	Open	
EMT-2022-FM-001-0013	Nassau Bay - Project Scoping	\$ 164,625.00	\$ -	\$ 164,625.00	\$ 54,875.00	\$ -	\$ 54,875.00	\$ 219,500.00		A5; A15	Open	
EMT-2022-FM-001-0015	City of Mineral Wells - Project Scoping	\$ 472,500.00	\$ -	\$ 472,500.00	\$ 52,500.00	\$ -	\$ 52,500.00	\$ 525,000.00	Initial Award	A15	Open	
EMT-2022-FM-001-0016	City of Baytown - FMA 22 Home Elevations	\$ 749,700.00	\$ -	\$ 749,700.00	\$ -	\$ -	\$ -	\$ 749,700.00		A8	Open	
EMT-2022-FM-001-0017	City of Silsbee - Local FRP - Hendricks Drainage	\$ 272,385.00	\$ -	\$ 272,385.00	\$ 30,265.00	\$ -	\$ 30,265.00	\$ 302,650.00		A19	Open	Phase 1 Costs
EMT-2022-FM-001-0018	DD6 - Project Scoping	\$ 816,613.79	\$ -	\$ 816,613.79	\$ 90,734.87	\$ -	\$ 90,734.87	\$ 907,348.66	Initial Award	A15	Open	
EMT-2022-FM-001-0019	BDD4 Cannon Ditch Channel	\$ -	\$ 1,044,790.50	\$ 1,044,790.50	\$ -	\$ 348,263.50	\$ 348,263.50	\$ 1,393,054.00		A23	Open	
EMT-2022-FM-001-0020	BDD4 Hickory Slough Channel Improvements	\$ -	\$ 1,083,624.75	\$ 1,083,624.75	\$ -	\$ 361,208.25	\$ 361,208.25	\$ 1,444,833.00		A23	Open	
EMT-2022-FM-001-0021	City of Conroe - Home Elevation	\$ 153,640.00	\$ -	\$ 153,640.00	\$ -	\$ -	\$ -	\$ 153,640.00		A16	Open	
EMT-2022-FM-001-0022	DD6 - Project Scoping	\$ 816,613.79	\$ -	\$ 816,613.79	\$ 90,734.87	\$ -	\$ 90,734.87	\$ 907,348.66	Initial Award	A15	Open	
EMT-2022-FM-001-0023	C&CB Project Scoping - Medina County	\$ 488,412.00	\$ -	\$ 488,412.00	\$ 54,268.00	\$ -	\$ 54,268.00	\$ 542,680.00		A4	Open	
EMT-2022-FM-001-0024	Jefferson County Drainage District 7 - Plan Update	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 50,000.00	Initial Award		Open	
EMT-2022-FM-001-0025	Medina County LFRFP & Climate Resiliency	\$ -	\$ 1,621,996.55	\$ 1,621,996.55	\$ -	\$ 180,221.84	\$ 180,221.84	\$ 1,802,218.39		A23	Open	
EMT-2022-FM-001-0026	City of Jersey Village - FMA 22 Home Elevations Grant #2	\$ 4,427,150.00	\$ -	\$ 4,427,150.00	\$ 237,349.00	\$ -	\$ 237,349.00	\$ 4,664,499.00		A8	Open	
EMT-2022-FM-001-0027	City of Jersey Village - FMA 22 Home Elevations Grant #1	\$ 4,639,809.03	\$ -	\$ 4,639,809.03	\$ 185,101.97	\$ -	\$ 185,101.97	\$ 4,824,911.00		A14	Open	
EMT-2022-FM-001-0029	FMA 2022 HCFCD Buyout	\$ -	\$ 11,415,061.35	\$ 11,415,061.35	\$ -	\$ 632,496.23	\$ 632,496.23	\$ 12,047,557.58		A23	Open	
EMT-2022-FM-001-0030	Nassau Bay - Elevations	\$ 5,118,745.69	\$ -	\$ 5,118,745.69	\$ 913,954.31	\$ -	\$ 913,954.31	\$ 6,032,700.00		A16	Open	
EMT-2022-FM-001-0031	Jefferson County Drainage District 6 - Local FRFP	\$ 6,050,697.23	\$ -	\$ 6,050,697.23	\$ 2,127,025.77	\$ -	\$ 2,127,025.77	\$ 8,177,723.00		A14	Open	Phase 1 Costs
EMT-2022-FM-001-0032	City of Conroe 3 Home Acquisition	\$ -	\$ 1,176,786.45	\$ 1,176,786.45	\$ -	\$ -	\$ -	\$ 1,176,786.45		A23	Open	
EMT-2022-FM-001-0034	City of El Campo - Project Scoping	\$ 541,183.50	\$ -	\$ 541,183.50	\$ 60,131.50	\$ -	\$ 60,131.50	\$ 601,315.00	Initial Award	A15	Open	
EMT-2022-FM-001-0035	CCDD 3 - Project Scoping	\$ 367,254.00	\$ -	\$ 367,254.00	\$ 40,806.00	\$ -	\$ 40,806.00	\$ 408,060.00	Initial Award	A15	Open	
EMT-2022-FM-001-0037	City of Abilene, LFRFP: Catclaw Crk Oscar Rose Pk	\$ -	\$ 111,680.10	\$ 111,680.10	\$ -	\$ 12,408.90	\$ 12,408.90	\$ 124,089.00		A23	Open	
EMT-2022-FM-001-0038	Jefferson County FMA 2022 Elevations	\$ -	\$ 5,982,159.43	\$ 5,982,159.43	\$ -	\$ 765,144.25	\$ 765,144.25	\$ 6,747,303.68		A23	Open	
EMT-2022-FM-001-0040	City of Silsbee - Local FRFP - Timberlane Drainage	\$ 62,167.50	\$ -	\$ 62,167.50	\$ 6,907.50	\$ -	\$ 6,907.50	\$ 69,075.00		A11	Open	Phase 1 Costs
EMT-2022-FM-001-0041	City of Mission - Project Scoping	\$ 288,000.00	\$ -	\$ 288,000.00	\$ 32,000.00	\$ -	\$ 32,000.00	\$ 320,000.00		A4	Open	
EMT-2022-FM-001-0042	City of Houston - FMA 22 Home Elevations	\$ 3,696,320.97	\$ -	\$ 3,696,320.97	\$ 302,580.82	\$ -	\$ 302,580.82	\$ 3,998,901.79		A8	Open	
		\$ 36,488,186.05	\$ 23,376,687.63	\$ 59,864,873.68	\$ 4,845,276.65	\$ 2,613,272.47	\$ 7,458,549.12	\$ 67,323,422.80				

1) Non-Federal Share revised to reflect the correct amount of \$52,375.00
2) Federal Share corrected, from \$6,050,697.25 to correct amount \$6,050,697.23

Amendment Number	Effective Date* FEMA Go/IFMIS	Description of Amendment
Initial Award	9/14/2023	Obligated projects 0002, 0008, 0009, 0010, 0015, 0018, 0022, 0024, 0034, and 0035
Amendment 1	Cancelled	Amendment created and cancelled due to internal errors in FEMA Go
Amendment 2	Cancelled	Amendment created and cancelled due to internal errors in FEMA Go
Amendment 3	Cancelled	Amendment created and cancelled due to internal errors in FEMA Go
Amendment 4	9/27/2023	Obligated Project EMT-2022-FM-001-0004, 0007, 0023, 0041
Amendment 5	9/28/2023	Obligated Project EMT-2022-FM-001-0013
Amendment 6	Cancelled	
Amendment 7	Cancelled	
Amendment 8	2/15/2024	Obligated Project EMT-2022-FM-001-0001, 0005, 0016, 0026, 0042
Amendment 9	Cancelled	
Amendment 10	Cancelled	
Amendment 11	3/29/2024	Obligated Project EMT-2022-FM-001-0040, Phase 1 and PreAward Costs Only
Amendment 12	Denied	Denied due to technical issues in FEMA GO with the SRMC Obligations. Now Amendment 15.
Amendment 14	5/23/2024	Obligated Project EMT-2022-FM-001-0027 and 0031
Amendment 15	7/3/2024	Obligated SRMC for subawards: 0002; 0004; 0007; 0008; 0009; 0010; 0013; 0015; 0018; 0022; 0034; 0035
Amendment 17	7/10/2024	Obligated projects EMT-2022-FM-001-006, 021, 030
Amendment 19	8/19/2024	Obligated Project EMT-2022-FM-001-0017, Phase 1 and PreAward Costs Only
Amendments 20 - 26	Cancelled	
Amendment 27	9/27/2024	Obligated Projects EMT-2022-FM-001-0003, 0019, 0020, 0025, 0029, 0032, 0037, 0038

*Effective Dates provided in table are based on the Amendment Approved Notification Dates in FEMA GO. These dates align with obligation dates reflected in IFMIS.

Award Summary

Program: Fiscal Year 2022 Flood Mitigation Assistance
Recipient: TEXAS WATER DEVELOPMENT BOARD
UEI-EFT: JZFMT39LKH51-
DUNS number: 091209978
Award number: EMT-2022-FM-001

Summary description of award

The Flood Mitigation Assistance (FMA) grant program provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP).

Except as otherwise approved as noted in the original award, the information you provided in your application for Fiscal Year (FY) 2022 Flood Mitigation Assistance funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are budgeted estimates for object classes for this amended award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$67,323,422.80
Indirect charges	\$0.00
Federal	\$59,864,873.68
Non-federal	\$7,458,549.12
Total	\$67,323,422.80

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, as appropriate, per 2 C.F.R. § 200.308 and the FY 2022 FMA NOFO.

The terms of the approved application materials submitted by the recipient for the following subawards and activities are incorporated into the terms of this Federal award, subject to the additional descriptions and limitations stated in this amendment package, and subject to the limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Post-award documents uploaded into the FEMA GO system for this award are also incorporated into the terms and conditions of this Federal award, subject to any limitations stated in subsequent approvals by FEMA of changes to the prime award, subawards, or activities. Subawards or activities not listed in this amendment package are not approved for funding under this award.

Approved request details:

FEMA's Subgrant ID: EMT-2022-FM-001-0029
Subrecipient: HARRIS COUNTY FLOOD CONTROL
This subaward was added as part of this amendment.

Cost estimate

Item : Other (Explain)					
Contractor Fee- Batch 2					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
6	Each	\$8,150.00	\$48,900.00	No	Contractual
CHANGE FROM APPLICATION					
Item marked deferred					
Item created					
JUSTIFICATION					
Breaking out budget for batch awarding					

Item : Other (Explain)**Closing Cost - Batch 3**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$21,339.88	\$21,339.88	No	Other

CHANGE FROM APPLICATION

Item marked deferred**Item created**

JUSTIFICATION

Remaining funds for eligible alternate properties.

Item : Other (Explain)**Demolition Cost- Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
6	Each	\$10,000.00	\$60,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked deferred**Item created**

JUSTIFICATION

Breaking out budget for batch awarding

Item : Other (Explain)**Demolition Cost - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
38	Each	\$10,000.00	\$380,000.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Demolition** to **Demolition Cost - Batch 1**
Quantity from **49** to **38**

JUSTIFICATION

Breaking out budget for batch awarding

Item : Other (Explain)**Contractor Fee - Batch 3**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$8,150.00	\$40,750.00	No	Contractual

CHANGE FROM APPLICATION

Item marked **deferred**
Item created

JUSTIFICATION

From other to Contractual

Item : Other (Explain)

Relocation Cost- Batch 1

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
38	Each	\$31,000.00	\$1,178,000.00	No	Other

CHANGE FROM APPLICATION

Name of cost item from **Relocation Cost** to **Relocation Cost- Batch 1**
Quantity from **49** to **38**

JUSTIFICATION

Breaking out budget for batch awarding

Item : Other (Explain)

Acquisition Cost- Batch 1

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,005,278.40	\$10,005,278.40	No	Other

CHANGE FROM APPLICATION

Name of cost item from **Acquisition Cost** to **Acquisition Cost- Batch 1**
Unit price from **\$13,044,531.60** to **\$10,005,278.40**

JUSTIFICATION

Breaking out budget for batch awarding

Item : Other (Explain)**Contractor Fee- batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
38	Each	\$8,150.00	\$309,700.00	No	Contractual

CHANGE FROM APPLICATION

Name of cost item from **Contractor Fee** to **Contractor Fee- batch 1****Budget class** from **Other** to **Contractual****Quantity** from **49** to **38**

JUSTIFICATION

Breaking out budget for batch awarding

Item : Other (Explain)**Relocation Cost- Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
6	Each	\$31,000.00	\$186,000.00	No	Other

CHANGE FROM APPLICATION

Item marked **deferred****Item created**

JUSTIFICATION

Breaking out budget for batch awarding

Item : Other (Explain)

Closing Cost- Batch 2

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$24,248.92	\$24,248.92	No	Other

CHANGE FROM APPLICATION

Item marked deferred
Item created

JUSTIFICATION

Breaking out budget for batch awarding

Item : Other (Explain)

Closing Costs-Batch 1

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$150,079.18	\$150,079.18	No	Other

CHANGE FROM APPLICATION

Name of cost item from **Closing Costs** to **Closing Costs-Batch 1**
Unit price from **\$195,667.97** to **\$150,079.18**

JUSTIFICATION

Breaking out budget for batch awarding

Item : Other (Explain)**Acquisition Cost- Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,616,594.40	\$1,616,594.40	No	Other

CHANGE FROM APPLICATION

Item marked deferred**Item created**

JUSTIFICATION

Breaking out budget for batch awarding

Item : Other (Explain)**Demolition Cost - Batch 3**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$10,000.00	\$50,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked deferred**Item created**

JUSTIFICATION

Remaining funds for eligible alternate properties.

Item : Other (Explain)**Relocation Cost - Batch 3**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$31,000.00	\$155,000.00	No	Other

CHANGE FROM APPLICATION

Item marked **deferred****Item** created

JUSTIFICATION

Remaining funds for eligible alternate properties.

Item : Other (Explain)**Acquisition Cost - Batch 3**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,422,658.80	\$1,422,658.80	No	Other

CHANGE FROM APPLICATION

Item marked **deferred****Item** created

JUSTIFICATION

Remaining funds for eligible alternate properties.

Management cost**Item : Salaries**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$24,500.00	\$24,500.00	No	Other

FEMA's Subgrant ID: EMT-2022-FM-001-0020

Subrecipient: BRAZORIA DRAINAGE DISTRICT NO. 4
This subaward was added as part of this amendment.

Management cost

Item : Salaries					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$63,675.00	\$63,675.00	No	Personnel
CHANGE FROM APPLICATION Item marked deferred Item created					
JUSTIFICATION Added to account for the BDD4 salaries. Phased per Project SOW and Budget					

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$850,920.00	\$850,920.00	No	Contractual
CHANGE FROM APPLICATION Item marked deferred Budget class from Other to Contractual Unit price from \$914,595.00 to \$850,920.00					
JUSTIFICATION Corrected from other to Contractual. Reduced the amount down b/c of BDD4 salaries. Phased per Project SOW and Budget					

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$50,000.00	\$50,000.00	No	Contractual

CHANGE FROM APPLICATION

Budget class from **Other** to **Contractual**

JUSTIFICATION

Corrected from other to contractual

Cost estimate**Item : Other (Explain)****Channel Turf Establishment**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
515	Acre	\$500.00	\$257,500.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**ROW Acquisition**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$13,059,705.00	\$13,059,705.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**Detention Site Preparation**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
931	Acre	\$500.00	\$465,500.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**Bridge Replacement (80' x 40')**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3,200	Square foot	\$150.00	\$480,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**Mobilization**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$914,595.00	\$914,595.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**Preliminary Engineering**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$914,595.00	\$914,595.00	No	Construction

Item : Other (Explain)**Channel Excavation and Offsite Removal**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
14,499	Cubic yard	\$100.00	\$1,449,900.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**Detention Excavation and Offsite Removal**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
10	Cubic yard	\$1,371,350.00	\$13,713,500.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**Coordination with TWDB and FEMA**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
80	Hour	\$180.00	\$14,400.00	No	Construction

Item : Other (Explain)**Geotechnical**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$365,838.00	\$365,838.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**Construction Inspection and Admin**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,829,190.00	\$1,829,190.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**Environmental Permitting**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$365,838.00	\$365,838.00	No	Construction

Item : Other (Explain)**Prepare Plans, Specs, and Estimates**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,829,190.00	\$1,829,190.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**Driveway Culvert Removal**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
200	Linear foot	\$50.00	\$10,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**Culverts (48" Reinforced Concrete Pipe)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
250	Linear foot	\$570.00	\$142,500.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**Channel Site Preparation**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
515	Acre	\$500.00	\$257,500.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)**BCA Update**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$100,000.00	\$100,000.00	No	Construction

Item : Other (Explain)

SURVEYING

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$365,838.00	\$365,838.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)

Detention Turf Establishment

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
931	Acre	\$500.00	\$465,500.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phased per Project SOW and Budget

Item : Other (Explain)					
Headwalls					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$10,000.00	\$50,000.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
JUSTIFICATION					
Phased per Project SOW and Budget					

Item : Other (Explain)					
Inlet/Outlet Weirs					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
10,000	Square foot	\$100.00	\$1,000,000.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
JUSTIFICATION					
Phased per Project SOW and Budget					

FEMA’s Subgrant ID: EMT-2022-FM-001-0037
Subrecipient: CITY OF ABILENE
This subaward was added as part of this amendment.

Cost estimate

Item : Other (Explain)**Phase 1- Project Design and Engineering**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$118,180.00	\$118,180.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Post-award Prof Svcs: Final Design, Bid, Construct** to **Phase 1- Project Design and Engineering**

Unit price from **\$55,230.00** to **\$118,180.00**

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget.

Item : Other (Explain)**Phase 2- Project Construction**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$693,089.83	\$693,089.83	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

Name of cost item from **Vegetative Watering** to **Phase 2- Project Construction**

Quantity from **84** to **1**

Unit price from **\$142.90** to **\$693,089.83**

Unit of measure from **Day** to **Each**

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget. I reduced this down by \$0.10 because the unit price cannot be zeroed.

Item : Other (Explain)**Phased 2- Engineering Costs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$108,000.00	\$108,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred****Name of cost item** from **Modify Exis. Storm Pipe and Headwall** to **Phased 2- Engineering Costs****Quantity** from **3** to **1****Unit price** from **\$7,000.00** to **\$108,000.00**

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget.

~~Item : Other (Explain)~~**~~Ecosystem and Community Services Installation~~**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$141,000.00	\$141,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget.

~~Item : Other (Explain)~~**~~Strip, Stockpile and Replace 6" Topsoil~~**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2,600	Cubic yard	\$15.00	\$39,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget.

~~Item : Other (Explain)~~**~~6" Concrete Flumes~~**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
56	Square yard	\$80.00	\$4,480.00	No	Construction

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget.

~~Item : Other (Explain)~~

~~Park Valley Storage Excavation~~

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
28,100	Cubic yard	\$10.00	\$281,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked ineligible

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget.

~~Item : Other (Explain)~~

~~Soil Preparation, Seeding and Fertilizing~~

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4	Acre	\$2,550.00	\$10,200.00	No	Construction

CHANGE FROM APPLICATION

Item marked ineligible

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget.

~~Item : Other (Explain)~~

~~Pre-award Prof Svcs Schematic, Environment, Grant~~

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$70,950.00	\$70,950.00	Yes	Construction

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget.

~~Item : Other (Explain)~~

~~Provide Traffic Control~~

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget.

~~Item : Other (Explain)~~**~~Erosion Control Mat~~**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
111	Square yard	\$20.03	\$2,223.33	No	Construction

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget.

~~Item : Other (Explain)~~**~~Demolish Park Items, Vegetation, and Concrete~~**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$93,800.00	\$93,800.00	No	Construction

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Updated to reflect phased project and to match with the updated phased budget.

Item : Other (Explain)					
Temporary Erosion Control Measures					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$40,000.00	\$40,000.00	No	Construction
CHANGE FROM APPLICATION					
Item marked ineligible					
JUSTIFICATION					
Updated to reflect phased project and to match with the updated phased budget.					

Management cost

Item : Salaries					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,909.00	\$5,909.00	No	Personnel
CHANGE FROM APPLICATION					
Quantity from 96 to 1					
Unit price from \$26.83 to \$5,909.00					
Unit of measure from Hour to Each					
JUSTIFICATION					
Phase 1 Stormwater Services Administrator cost- Updated to reflect phased project and to match with the updated phased budget. Adjusted for Phase 1, concurred by the through email.and phone call on 9/26/2024.					

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$20,256.13	\$20,256.13	No	Personnel

CHANGE FROM APPLICATION

Item marked **deferred****Budget class** from **Fringe benefits** to **Personnel****Quantity** from **36** to **1****Unit price** from **\$11.89** to **\$20,256.13****Unit of measure** from **Hour** to **Each**

JUSTIFICATION

Phase 2 Administrative Assistant cost- Updated to reflect phased project and to match with the updated phased budget, concurred with state through email and phone call on 9/26/2024.

~~Item : Salaries~~

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
249	Hour	\$11.89	\$2,960.61	No	Fringe benefits

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Phase 2 Stormwater Service Administrator cost- Updated to reflect phased project and to match with the updated phased budget. Zeroed out.

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
18	Hour	\$20.00	\$360.00	Yes	Personnel

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Phase 2 Administrative Assistance cost- Updated to reflect phased project and to match with the updated phased budget. Zeroed out.

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
96	Hour	\$7.94	\$762.24	No	Fringe benefits

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Phase 2 Stormwater Inspector cost- Updated to reflect phased project and to match with the updated phased budget. I changed to 1 each at \$3,337.87 to reflect the \$0.05 I had to use below because you cannot have zero in the unit price and are unable to delete the budget code out of the system. Zeroed out.

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
18	Hour	\$6.66	\$119.88	Yes	Fringe benefits

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Phase 2 Stormwater Inspector cost- Updated to reflect phased project and to match with the updated phased budget. Zeroed out.

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
198	Hour	\$20.00	\$3,960.00	No	Personnel

CHANGE FROM APPLICATION

Item marked ineligible

JUSTIFICATION

Phase 2 Stormwater Inspector cost- Updated to reflect phased project and to match with the updated phased budget. Zeroed out.

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
249	Hour	\$48.00	\$11,952.00	No	Personnel

CHANGE FROM APPLICATION

Item marked ineligible

JUSTIFICATION

Phase 2 Stormwater Inspector cost- Updated to reflect phased project and to match with the updated phased budget. Zeroed out.

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
36	Hour	\$48.00	\$1,728.00	Yes	Personnel

CHANGE FROM APPLICATION

Item marked ineligible

JUSTIFICATION

Phase 2 Stormwater Inspector cost- Updated to reflect phased project and to match with the updated phased budget. Zeroed out.

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
198	Hour	\$6.66	\$1,318.68	No	Fringe benefits

CHANGE FROM APPLICATION

Item marked **ineligible**

JUSTIFICATION

Phase 2 Stormwater Inspector cost- Updated to reflect phased project and to match with the updated phased budget. Zeroed out.

FEMA's Subgrant ID: EMT-2022-FM-001-0038**Subrecipient:** JEFFERSON COUNTY

This subaward was added as part of this amendment.

Management cost**Item : Other**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$13,877.40	\$13,877.40	No	Contractual

CHANGE FROM APPLICATION

Item marked **deferred****Item** created

JUSTIFICATION

SRMC Batch 3 Update to award in batch

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$321,300.18	\$321,300.18	No	Contractual
CHANGE FROM APPLICATION					
Unit price from \$352,557.98 to \$321,300.18					
JUSTIFICATION					
SRMC Batch 1 Update to award in batch Updated the cost per the county's spreadsheet.					

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$16,769.20	\$16,769.20	No	Contractual
CHANGE FROM APPLICATION					
Item marked deferred					
Item created					
JUSTIFICATION					
SRMC-Batch 2. Update to award in batch					

Cost estimate

Item : Other (Explain)**Per Parcel Fee - Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$10,000.00	\$20,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred****Item** created

JUSTIFICATION

Update to award batch

Item : Other (Explain)**Application Development - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
34	Each	\$1,000.00	\$34,000.00	Yes	Construction

CHANGE FROM APPLICATION

Name of cost item from **Application Development** to **Application Development - Batch 1****Quantity** from **37** to **34**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Elevation Certificates - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
34	Each	\$800.00	\$27,200.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Elevation Certificates** to **Elevation Certificates - Batch 1****Quantity** from **74** to **34****Unit price** from **\$400.00** to **\$800.00**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Elevation Certificate - Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$800.00	\$1,600.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred****Item** **created**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)					
Elevation Certificate - Batch 3					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$800.00	\$800.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
Item created					
JUSTIFICATION					
Update to award in batch					

Item : Other (Explain)					
Structural Integrity Inspections - Batch 3					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,500.00	\$1,500.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
Item created					
JUSTIFICATION					
Update to award in batch					

Item : Other (Explain)**Structural Integrity Inspections - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
34	Each	\$1,500.00	\$51,000.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Structural Integrity Inspections** to **Structural Integrity Inspections - Batch 1**
Quantity from **37** to **34**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Permitting Fees - Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$400.00	\$800.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**
Item created

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Elevation Cost - Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$300,984.00	\$300,984.00	No	Construction

CHANGE FROM APPLICATION

Item marked deferred**Item created**

JUSTIFICATION

Update to award batch

Item : Other (Explain)**Structural Integrity Inspections - Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$1,500.00	\$3,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked deferred**Item created**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Application Development - Batch 3**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,000.00	\$1,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked deferred**Item created**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Per Parcel Fee - Batch 3**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked deferred**Item created**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Application Development - Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$1,000.00	\$2,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked deferred**Item created**

JUSTIFICATION

Update to award batch

Item : Other (Explain)**Permitting Fees - Batch 3**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$400.00	\$400.00	No	Construction

CHANGE FROM APPLICATION

Item marked deferred**Item created**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Inspections - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
34	Each	\$2,500.00	\$85,000.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Inspections** to **Inspections - Batch 1**
Quantity from **37** to **34**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Relocation Allowance - Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$1,000.00	\$2,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**
Item created

JUSTIFICATION

Update to award in batch

Item : Other (Explain)					
Relocation Allowance - Batch 3					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,000.00	\$1,000.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
Item created					
JUSTIFICATION					
Update to award in batch					

Item : Other (Explain)					
Elevation Cost - Batch 3					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$260,348.00	\$260,348.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
Item created					
JUSTIFICATION					
Update to award in batch					

Item : Other (Explain)**Permitting Fees - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
34	Each	\$400.00	\$13,600.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Permitting Fees** to **Permitting Fees - Batch 1**
Quantity from **37** to **34**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Elevation Cost - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,841,203.50	\$5,841,203.50	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Elevation Cost** to **Elevation Cost - Batch 1**
Unit price from **\$6,414,759.50** to **\$5,841,203.50**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Inspections - Batch 3**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$2,500.00	\$2,500.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred****Item** created

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Per Parcel Fee - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
34	Each	\$10,000.00	\$340,000.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Per Parcel Fee** to **Per Parcel Fee - Batch 1****Quantity** from **37** to **34**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Relocation Allowance - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
34	Each	\$1,000.00	\$34,000.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Relocation Allowance** to **Relocation Allowance - Batch 1**
Quantity from **37** to **34**

JUSTIFICATION

Update to award in batch

Item : Other (Explain)**Inspections - Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$2,500.00	\$5,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**
Item created

JUSTIFICATION

Update to award in batch

FEMA's Subgrant ID: EMT-2022-FM-001-0003

Subrecipient: BRAZORIA DRAINAGE DISTRICT NO. 4

This subaward was added as part of this amendment.

Management cost

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$778,370.00	\$778,370.00	No	Contractual

CHANGE FROM APPLICATION

Item marked **deferred****Budget class** from **Other** to **Contractual**

JUSTIFICATION

Batch 2 Activities Updated KCH

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$50,000.00	\$50,000.00	No	Contractual

CHANGE FROM APPLICATION

Budget class from **Other** to **Contractual**

JUSTIFICATION

Updated KCH

Cost estimate**Item : Other (Explain)****Environmental Permitting**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$311,348.00	\$311,348.00	No	Construction

Item : Other (Explain)**Detention Site Preparation**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1,292	Acre	\$500.00	\$646,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)**Inlet/Outlet Weirs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
14,000	Square foot	\$100.00	\$1,400,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)**Detention Turf Establishment**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1,292	Acre	\$500.00	\$646,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)**Detention Excavation and Offsite Removal**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
88,120	Cubic yard	\$100.00	\$8,812,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)

Channel Turf Establishment

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
447	Acre	\$500.00	\$223,500.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)

Channel Excavation and Offsite Removal

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
22,324	Cubic yard	\$100.00	\$2,232,400.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)**ROW Acquisition**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$4,123,513.00	\$4,123,513.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)**BCA Update**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$100,000.00	\$100,000.00	No	Construction

Item : Other (Explain)**Construction Inspection and Admin**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,556,740.00	\$1,556,740.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)

Geotechnical

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$311,348.00	\$311,348.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)

Mobilization

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$778,370.00	\$778,370.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)**Prepare Plans, Specs, and Estimates**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,556,740.00	\$1,556,740.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)**Surveying**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$311,348.00	\$311,348.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)**Coordination with TWDB and FEMA**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
80	Hour	\$180.00	\$14,400.00	No	Construction

Item : Other (Explain)

Preliminary Engineering

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$778,370.00	\$778,370.00	No	Construction

CHANGE FROM APPLICATION

JUSTIFICATION

Item : Other (Explain)

Culverts (48" Reinforced Concrete Pipe)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
200	Linear foot	\$570.00	\$114,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked deferred

Project phase from Phase 1 to Phase 2

JUSTIFICATION

Batch 2 Activities Should have been listed as phase 2 and not phase 1

Item : Other (Explain)**Bridge Replacement**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
8,400	Square foot	\$150.00	\$1,260,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)**Headwalls**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activities

Item : Other (Explain)					
Channel Site Preparation					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
447	Acre	\$500.00	\$223,500.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
JUSTIFICATION					
Batch 2 Activities					

FEMA's Subgrant ID: EMT-2022-FM-001-0025
Subrecipient: MEDINA COUNTY
This subaward was added as part of this amendment.

Cost estimate

Item : Other (Explain)					
Pre Award Costs					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$45,000.00	\$45,000.00	Yes	Construction

Item : Other (Explain)					
Phase 1					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,719,618.39	\$1,719,618.39	No	Construction

Item : Other (Explain)**Phase 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,642,185.74	\$10,642,185.74	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phase 2 costs.

Management cost**Item : Salaries**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$45,200.00	\$45,200.00	No	Personnel

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Phase 2 costs.

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$37,600.00	\$37,600.00	No	Personnel

CHANGE FROM APPLICATION

JUSTIFICATION

FEMA's Subgrant ID: EMT-2022-FM-001-0019

Subrecipient: BRAZORIA DRAINAGE DISTRICT NO. 4
This subaward was added as part of this amendment.

Cost estimate

Item : Other (Explain)					
Channel Turf Establishment					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5,000	Acre	\$48.90	\$244,500.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
JUSTIFICATION					
Batch 2 Activity					

Item : Other (Explain)					
Environmental Permitting					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$351,044.00	\$351,044.00	No	Construction

Item : Other (Explain)**Channel Excavation and Offsite Removal**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
10,172	Cubic yard	\$100.00	\$1,017,200.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)**Detention Turf Establishment**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
138	Acre	\$5,000.00	\$690,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)**Prepare Plans, Specs, and Estimates**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,755,220.00	\$1,755,220.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)**Slope Paving Replacement**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
14,000	Square foot	\$100.00	\$1,400,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)**Headwalls**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$10,000.00	\$20,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)**BCA Update**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$100,000.00	\$100,000.00	No	Construction

Item : Other (Explain)**Detention Site Preparation**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
138	Acre	\$5,000.00	\$690,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)**Mobilization**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$877,610.00	\$877,610.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)**Inlet/Outlet Weirs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
20,000	Square foot	\$100.00	\$2,000,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)					
Surveying					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$351,044.00	\$351,044.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
JUSTIFICATION					
Batch 2 Activity					

Item : Other (Explain)					
Channel Site Preparation					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5,000	Acre	\$48.90	\$244,500.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
JUSTIFICATION					
Batch 2 Activity					

Item : Other (Explain)**Geotechnical**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$351,044.00	\$351,044.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)**Coordination with TWDB and FEMA**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
80	Hour	\$180.00	\$14,400.00	No	Construction

Item : Other (Explain)**Detention Excavation and Offsite Removal**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
11,132	Cubic yard	\$1,000.00	\$11,132,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)**Preliminary Engineering**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$877,610.00	\$877,610.00	No	Construction

Item : Other (Explain)**Construction Inspection and Admin**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,755,220.00	\$1,755,220.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)**ROW Acquisition**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$3,890,256.00	\$3,890,256.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Item : Other (Explain)**Culverts (48" Reinforced Concrete Pipe)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
200	Linear foot	\$570.00	\$114,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Batch 2 Activity

Management cost**Item : Salaries**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$64,500.00	\$64,500.00	No	Personnel

CHANGE FROM APPLICATION

Item marked **deferred****Item** created

JUSTIFICATION

Batch 2 Activity removing BDD4 salaries to its own cost item.

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$813,110.00	\$813,110.00	No	Contractual
CHANGE FROM APPLICATION					
Item marked deferred					
Budget class from Other to Contractual					
Unit price from \$877,610.00 to \$813,110.00					
JUSTIFICATION					
Batch 2 Activity Corrected the budget class from other to Contractual and removed BDD4 salaries and made its own item.					

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$50,000.00	\$50,000.00	No	Contractual
CHANGE FROM APPLICATION					
Budget class from Other to Contractual					
JUSTIFICATION					
Corrected the budget class from other to contractual.					

FEMA's Subgrant ID: EMT-2022-FM-001-0032
Subrecipient: CITY OF CONROE
This subaward was added as part of this amendment.

Cost estimate

Item : Other (Explain)					
Closing Cost - Batch 2					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$2,000.00	\$2,000.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
Item created					
JUSTIFICATION					
Updated to Batch Award.					

Item : Other (Explain)					
Structure Demolition - Batch 2					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$20,000.00	\$20,000.00	No	Construction
CHANGE FROM APPLICATION					
Item marked deferred					
Item created					
JUSTIFICATION					
Updated to Batch Award.					

Item : Other (Explain)

450 S Magnolia Purchase

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$651,249.00	\$651,249.00	No	Construction

CHANGE FROM APPLICATION

Unit price from \$651,294.00 to \$651,249.00

JUSTIFICATION

Corrected the amount from \$651,294 to \$651,249-KCH

Item : Other (Explain)

Appraisals - Batch 2

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$750.00	\$750.00	No	Construction

CHANGE FROM APPLICATION

Item marked deferred

Item created

JUSTIFICATION

Updated to Batch Award.

Item : Other (Explain)**Closing Costs - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$2,000.00	\$4,000.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Closing Costs** to **Closing Costs - Batch 1**
Quantity from **3** to **2**

JUSTIFICATION
Updated to Batch Award.

Item : Other (Explain)**Structure Demolitions - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$20,000.00	\$40,000.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Structure Demolitions** to **Structure Demolitions - Batch 1**
Quantity from **3** to **2**

JUSTIFICATION
Updated to Batch Award.

Item : Other (Explain)**Appraisals - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$750.00	\$1,500.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Appraisals** to **Appraisals - Batch 1****Quantity** from **3** to **2**

JUSTIFICATION

Updated to Batch Award.

Item : Other (Explain)**Per Parcel Fee - Batch 2**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$2,000.00	\$2,000.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred****Item** created

JUSTIFICATION

Updated to Batch Award.

Item : Other (Explain)**1705 Red Oak Ct Purchase**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$315,532.00	\$315,532.00	No	Construction

CHANGE FROM APPLICATION

Item marked **deferred**

JUSTIFICATION

Updated to Batch 2 Award.

Item : Other (Explain)**Per Parcel Fee - Batch 1**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$2,000.00	\$4,000.00	No	Construction

CHANGE FROM APPLICATION

Name of cost item from **Per Parcel Fee** to **Per Parcel Fee - Batch 1**
Quantity from **3** to **2**

JUSTIFICATION

Updated to Batch Award.

Item : Other (Explain)**1966 O'Grady Purchase**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$420,000.00	\$420,000.00	No	Construction

Management cost

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$56,037.45	\$56,037.45	No	Contractual
CHANGE FROM APPLICATION					
Item created					
JUSTIFICATION					
Batch 1 - Update according to the narrative and discussion with the state over the phone call on 9/11/2024.					

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$3,962.55	\$3,962.55	No	Contractual
CHANGE FROM APPLICATION					
Item marked deferred					
Budget class from Other to Contractual					
Unit price from \$60,000.00 to \$3,962.55					
JUSTIFICATION					
Batch 2 - Update according to the narrative and discussion with the state over the phone call on 9/11/2024.					

FEMA’s Subgrant ID: EMT-2022-FM-001-0016
Subrecipient: CITY OF BAYTOWN

Management cost

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$35,700.00	\$35,700.00	No	Contractual

Cost estimate

Item : Other (Explain)**Project/Construction Management Fee**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$6,000.00	\$12,000.00	No	Construction

Item : Other (Explain)**1400 KILGORE RD**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2,823	Square foot	\$120.00	\$338,760.00	No	Construction

Item : Other (Explain)**Temporary Housing**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$14,640.00	\$29,280.00	No	Construction

Item : Other (Explain)**1422 Kilgore Rd Elevation**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2,783	Square foot	\$120.00	\$333,960.00	No	Construction

FEMA's Subgrant ID: EMT-2022-FM-001-0013**Subrecipient:** CITY OF NASSAU BAY**Cost estimate**

Item : Other (Explain)**Application Development**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$7,000.00	\$7,000.00	Yes	Contractual

Item : Other (Explain)**Benefit Cost Analysis**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$25,000.00	\$25,000.00	No	Contractual

Item : Other (Explain)**Project Identification and Final Report**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$19,500.00	\$19,500.00	No	Contractual

Item : Other (Explain)**Engineering Mapping**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,000.00	\$5,000.00	No	Contractual

Item : Other (Explain)

Engineering Evaluation

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Contractual

Item : Other (Explain)

Field Surveying

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1,300	Each	\$110.00	\$143,000.00	No	Contractual

Management cost

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,760.00	\$1,760.00	No	Personnel

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$8,240.00	\$8,240.00	No	Contractual

FEMA's Subgrant ID: EMT-2022-FM-001-0004

Subrecipient: CITY OF BRYAN

Cost estimate

Item : Other (Explain)**Flood Risk Identification**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$172,900.00	\$172,900.00	No	Contractual

Item : Other (Explain)**Project Management**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$26,564.00	\$26,564.00	No	Contractual

Item : Other (Explain)**Project Delivery**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$50,488.00	\$50,488.00	No	Contractual

Item : Other (Explain)**Data Collection**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$154,044.00	\$154,044.00	No	Contractual

Item : Other (Explain)					
Hydrologic and Hydraulic Model Development					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$240,660.00	\$240,660.00	No	Contractual

Management cost

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,344.00	\$5,344.00	No	Contractual

FEMA’s Subgrant ID: EMT-2022-FM-001-0027
Subrecipient: CITY OF JERSEY VILLAGE

Management cost

Item : Salaries					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
364	Hour	\$160.00	\$58,240.00	No	Contractual

Item : Salaries					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
322	Hour	\$130.00	\$41,860.00	No	Contractual

Cost estimate

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Item : Other (Explain)**Elevation Cost**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
38,509	Square foot	\$119.00	\$4,582,571.00	No	Construction

Item : Other (Explain)**Per Parcel Management Cost**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
14	Each	\$6,500.00	\$91,000.00	No	Construction

Item : Other (Explain)**Relocation/Temporary Housing**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
420	Day	\$122.00	\$51,240.00	No	Construction

FEMA's Subgrant ID: EMT-2022-FM-001-0026**Subrecipient:** CITY OF JERSEY VILLAGE**Management cost****Item : Other**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
322	Hour	\$130.00	\$41,860.00	No	Contractual

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
364	Hour	\$160.00	\$58,240.00	No	Contractual

Cost estimate

Item : Other (Explain)					
Relocation Costs					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
420	Day	\$122.00	\$51,240.00	No	Construction

Item : Other (Explain)					
Construction Management					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
14	Each	\$6,500.00	\$91,000.00	No	Construction

Item : Other (Explain)					
Elevation Costs					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
37,161	Square foot	\$119.00	\$4,422,159.00	No	Construction

FEMA’s Subgrant ID: EMT-2022-FM-001-0021
Subrecipient: CITY OF CONROE

Cost estimate

Item : Other (Explain)**Elevation of 1829 Live Oak**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1,260	Square foot	\$100.00	\$126,000.00	No	Construction

Item : Other (Explain)**Project/Construction Management Fee**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$6,000.00	\$6,000.00	No	Construction

Item : Other (Explain)**Temporary Housing**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$14,640.00	\$14,640.00	No	Construction

Management cost**Item : Other**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$7,000.00	\$7,000.00	No	Other

FEMA's Subgrant ID: EMT-2022-FM-001-0017**Subrecipient:** CITY OF SILSBEE**Management cost**

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
72	Each	\$200.00	\$14,400.00	No	Contractual

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
741.5	Each	\$200.00	\$148,300.00	No	Contractual

Cost estimate**Item : Other (Explain)****Structural Concrete**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
50	Cubic yard	\$1,200.00	\$60,000.00	No	Construction

Item : Other (Explain)**Bidding/Procurement Services, Project Engineer**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
80	Hour	\$225.00	\$18,000.00	No	Construction

Item : Other (Explain)**Topographic Survey, 3-man Crew**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
80	Hour	\$275.00	\$22,000.00	No	Construction

Item : Other (Explain)**Hydromulch Seeding**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Acre	\$4,000.00	\$8,000.00	No	Construction

Item : Other (Explain)**Pre-Award Costs, Project Manager (App. Dev.)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
40	Hour	\$225.00	\$9,000.00	Yes	Construction

Item : Other (Explain)**Refined Estimates/Benefit-Cost Analysis Dev.**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
80	Hour	\$225.00	\$18,000.00	No	Construction

Item : Other (Explain)**Permitting/Environmental Clearances**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
100	Hour	\$250.00	\$25,000.00	No	Construction

Item : Other (Explain)**8 x 4 Concrete Box Culverts**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
84	Linear foot	\$3,000.00	\$252,000.00	No	Construction

Item : Other (Explain)**Excavation**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4,000	Cubic yard	\$25.00	\$100,000.00	No	Construction

Item : Other (Explain)**Hydrologic and Hydraulic Study, Prof. Engineer**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
250	Hour	\$225.00	\$56,250.00	No	Construction

Item : Other (Explain)**Clearing & Grubbing**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Acre	\$5,000.00	\$10,000.00	No	Construction

Item : Other (Explain)**Right-of-Way Acquisition**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
8	Acre	\$10,000.00	\$80,000.00	No	Construction

Item : Other (Explain)**Concrete Lining**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
13,250	Square yard	\$150.00	\$1,987,500.00	No	Construction

Item : Other (Explain)**Cement Stabilized Sand**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
100	Ton	\$85.00	\$8,500.00	No	Construction

Item : Other (Explain)**Construction Management, Professional Engineer**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
200	Hour	\$225.00	\$45,000.00	No	Construction

Item : Other (Explain)**Mobilization**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$100,000.00	\$100,000.00	No	Construction

Item : Other (Explain)**Project Design Engineering, incl Plans and Specs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
700	Hour	\$200.00	\$140,000.00	No	Construction

Item : Other (Explain)**SWPPP**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$15,000.00	\$15,000.00	No	Construction

Item : Other (Explain)**Construction Engineering/Inspection, Inspector**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
400	Hour	\$175.00	\$70,000.00	No	Construction

Item : Other (Explain)**5 x 4 Concrete Box Culverts**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
40	Linear foot	\$2,000.00	\$80,000.00	No	Construction

Item : Other (Explain)**Paving Repairs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
250	Square yard	\$600.00	\$150,000.00	No	Construction

FEMA's Subgrant ID: EMT-2022-FM-001-0018**Subrecipient:** JEFFERSON COUNTY DRAINAGE DISTRICT 6**Cost estimate****Item : Other (Explain)****Pre-Award Application Development**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$8,332.33	\$8,332.33	Yes	Contractual

Item : Other (Explain)**Identify Project Costs, Schedules, Constraints**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$120,447.15	\$120,447.15	No	Contractual

Item : Other (Explain)**Mitigation Project Refinement**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$80,298.10	\$80,298.10	No	Contractual

Item : Other (Explain)**Pre-Award Application Development**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1.00	\$1.00	Yes	Contractual

Item : Other (Explain)**Project Scoring & Ranking**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$80,298.10	\$80,298.10	No	Contractual

Item : Other (Explain)**Benefits Determination**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$120,447.15	\$120,447.15	No	Contractual

Item : Other (Explain)**Alternatives Analysis (H&H)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$401,490.50	\$401,490.50	No	Contractual

Item : Other (Explain)**Public Outreach & Communication**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,405.15	\$9,405.15	No	Contractual

Item : Other (Explain)**Master Drainage Plan Report**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$37,620.60	\$37,620.60	No	Contractual

Item : Other (Explain)					
Implementation Plan					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$15,675.25	\$15,675.25	No	Contractual

Management cost

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$33,333.33	\$33,333.33	Yes	Contractual

FEMA’s Subgrant ID: EMT-2022-FM-001-0009
Subrecipient: COUNTY OF MONTGOMERY

Management cost

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$41,750.00	\$41,750.00	No	Contractual

Cost estimate

Item : Other (Explain)					
Data Collection and Field Surveying					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$350,000.00	\$350,000.00	No	Contractual

Item : Other (Explain)					
Final Report					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$20,000.00	\$20,000.00	No	Contractual

Item : Other (Explain)					
Benefit Cost Analysis					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$145,000.00	\$145,000.00	No	Contractual

Item : Other (Explain)					
Project Identification					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$70,000.00	\$70,000.00	No	Contractual

Item : Other (Explain)					
Hydrologic and Hydraulic Modeling					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$250,000.00	\$250,000.00	No	Contractual

FEMA’s Subgrant ID: EMT-2022-FM-001-0023
Subrecipient: MEDINA COUNTY

Cost estimate

Item : Other (Explain)**Develop Flood Mitigation Solutions**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$156,540.00	\$156,540.00	No	Contractual

Item : Other (Explain)**Base Model and Existing Hazard Identification**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$129,080.00	\$129,080.00	No	Contractual

Item : Other (Explain)**Project Outreach**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$27,955.00	\$27,955.00	No	Contractual

Item : Other (Explain)**Prepare Master Drainage Plan**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$52,955.00	\$52,955.00	No	Contractual

Item : Other (Explain)**Pre-Award Costs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$20,000.00	\$20,000.00	Yes	Contractual

Item : Other (Explain)**Identify Existing Drainage Problems**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$68,440.00	\$68,440.00	No	Contractual

Item : Other (Explain)**Provide Drainage Criteria Recomendations**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$31,255.00	\$31,255.00	No	Contractual

Item : Other (Explain)**Prioritize Identified Projects**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$56,455.00	\$56,455.00	No	Contractual

FEMA's Subgrant ID: EMT-2022-FM-001-0030**Subrecipient:** CITY OF NASSAU BAY**Management cost**

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$250,200.00	\$250,200.00	No	Contractual

Cost estimate**Item : Other (Explain)****Application Development**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$7,000.00	\$7,000.00	Yes	Construction

Item : Other (Explain)**Project/Construction Management Fee**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
19	Each	\$6,000.00	\$114,000.00	No	Construction

Item : Other (Explain)**Elevation of 19 structures**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,383,340.00	\$5,383,340.00	No	Construction

Item : Other (Explain)**Temporary Housing**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
19	Each	\$14,640.00	\$278,160.00	No	Construction

FEMA's Subgrant ID: EMT-2022-FM-001-0005**Subrecipient:** City of Houston**Management cost****Item : Other**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$52,550.00	\$52,550.00	No	Contractual

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$34,949.39	\$34,949.39	No	Personnel

Cost estimate**Item : Other (Explain)****Pre-Award Costs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
7	Each	\$1,145.00	\$8,015.00	Yes	Construction

Item : Other (Explain)

Estimate Engineering and Management (7 Properties)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
7	Each	\$6,000.00	\$42,000.00	No	Construction

Item : Other (Explain)

Temporary Housing

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
7	Each	\$7,500.00	\$52,500.00	No	Construction

Item : Other (Explain)

Estimated Elevation Cost (7 properties)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,647,472.90	\$1,647,472.90	No	Construction

FEMA's Subgrant ID: EMT-2022-FM-001-0007

Subrecipient: COUNTY OF JACKSON

Management cost

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$8,331.15	\$8,331.15	Yes	Other

Item : Other

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$22,611.72	\$22,611.72	No	Other

Cost estimate**Item : Other (Explain)****Project Planning (Task A)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$73,000.00	\$73,000.00	No	Contractual

Item : Other (Explain)**Assess Environmental Constraints (Task D)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$15,000.00	\$15,000.00	No	Contractual

Item : Other (Explain)**Develop Hydrologic Model (Task G)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$120,000.00	\$120,000.00	No	Contractual

Item : Other (Explain)**Benefit Cost Analysis (Task K)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$25,000.00	\$25,000.00	No	Contractual

Item : Other (Explain)**Implementation and Phasing Plan (Task L)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,000.00	\$5,000.00	No	Contractual

Item : Other (Explain)**Develop Hydraulic Model (Task H)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$200,000.00	\$200,000.00	No	Contractual

Item : Other (Explain)**Collection of Baseline Information (Task B)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,000.00	\$5,000.00	No	Contractual

Item : Other (Explain)**Field Survey (Task F)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$100,000.00	\$100,000.00	No	Contractual

Item : Other (Explain)**Final Report (Task N)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$16,310.38	\$16,310.38	No	Other

Item : Other (Explain)**Identify Flood Problem Areas (Tasks E & I)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$20,000.00	\$20,000.00	No	Contractual

Item : Other (Explain)**Development of Base Map (Task C)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Contractual

Item : Other (Explain)

H&H Analysis of Alternatives (Task J)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$40,000.00	\$40,000.00	No	Contractual

Item : Other (Explain)

Public Meetings (Task O)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$13,810.38	\$13,810.38	No	Other

FEMA's Subgrant ID: EMT-2022-FM-001-0024

Subrecipient: JEFFERSON COUNTY DRAINAGE DISTRICT 7

Cost estimate

Item : Other (Explain)

Plan Organization

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$2,500.00	\$2,500.00	No	Contractual

Item : Other (Explain)

Hazard Identification and Risk Assessment

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Contractual

Item : Other (Explain)					
Development of Mitigation Strategy					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Contractual

Item : Other (Explain)					
Approval Process					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$2,500.00	\$2,500.00	No	Contractual

Item : Other (Explain)					
Plan Development					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$20,000.00	\$20,000.00	No	Contractual

Item : Other (Explain)					
Public Involvement					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,000.00	\$5,000.00	No	Contractual

FEMA’s Subgrant ID: EMT-2022-FM-001-0010
Subrecipient: FRIENDSWOOD CITY OF

Cost estimate

Item : Other (Explain)**Post-Project Flood Damages H&H Modeling**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
102	Hour	\$200.00	\$20,400.00	No	Contractual

Item : Other (Explain)**Preliminary Geotechnical Investigation - Borings**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3	Each	\$6,000.00	\$18,000.00	No	Contractual

Item : Other (Explain)**Pre-Project Flood Damages H&H Modeling**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
36	Hour	\$200.00	\$7,200.00	No	Contractual

Item : Other (Explain)**Surveying - FFEs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
100	Each	\$500.00	\$50,000.00	No	Contractual

Item : Other (Explain)**Preliminary Environmental Feasibility**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
72	Hour	\$200.00	\$14,400.00	No	Contractual

Item : Other (Explain)**Final Report**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
60	Hour	\$200.00	\$12,000.00	No	Contractual

Item : Other (Explain)**Data Collection - Existing studies, structure data**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
8	Hour	\$200.00	\$1,600.00	No	Contractual

Item : Other (Explain)**Project Cost Estimates**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
100	Hour	\$200.00	\$20,000.00	No	Contractual

Item : Other (Explain)**Benefit Cost Analysis**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
52	Hour	\$200.00	\$10,400.00	No	Contractual

Item : Other (Explain)**Flood Mitigation Project ID and Optimization**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
68	Hour	\$200.00	\$13,600.00	No	Contractual

Management cost**Item : Salaries**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,160.00	\$1,160.00	No	Personnel

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$7,080.00	\$7,080.00	No	Contractual

FEMA's Subgrant ID: EMT-2022-FM-001-0040**Subrecipient:** CITY OF SILSBEE**Cost estimate**

Item : Other (Explain)**Construction Engineering/Inspection, Inspector**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
80	Hour	\$175.00	\$14,000.00	No	Construction

Item : Other (Explain)**Construction Management, Professional Engineer**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
40	Hour	\$225.00	\$9,000.00	No	Construction

Item : Other (Explain)**Topographic Survey, 3-man Crew**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
40	Hour	\$275.00	\$11,000.00	No	Construction

Item : Other (Explain)**Permitting/Environmental Clearances**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
20	Hour	\$250.00	\$5,000.00	No	Construction

Item : Other (Explain)**8 x 4 Concrete Box Culverts**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
36	Linear foot	\$3,000.00	\$108,000.00	No	Construction

Item : Other (Explain)**Project Design Engineering, incl Plans and Specs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
120	Hour	\$200.00	\$24,000.00	No	Construction

Item : Other (Explain)**Clearing & Grubbing**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Acre	\$5,000.00	\$5,000.00	No	Construction

Item : Other (Explain)**Project Manager (Project and App. Development)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
20	Hour	\$225.00	\$4,500.00	Yes	Construction

Item : Other (Explain)**Paving Repairs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
80	Square yard	\$600.00	\$48,000.00	No	Construction

Item : Other (Explain)**Right-of-Way Acquisition**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Acre	\$15,000.00	\$15,000.00	No	Construction

Item : Other (Explain)**Structural Concrete**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
20	Cubic yard	\$1,500.00	\$30,000.00	No	Construction

Item : Other (Explain)**Concrete Lining**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1,800	Square yard	\$175.00	\$315,000.00	No	Construction

Item : Other (Explain)**Bidding/Procurement Services, Project Engineer**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
40	Hour	\$225.00	\$9,000.00	No	Construction

Item : Other (Explain)**Cement Stabilized Sand**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
100	Ton	\$85.00	\$8,500.00	No	Construction

Item : Other (Explain)**Excavation**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
600	Cubic yard	\$35.00	\$21,000.00	No	Construction

Item : Other (Explain)**Mobilization**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$20,000.00	\$20,000.00	No	Construction

Item : Other (Explain)**Refined Estimates/Benefit-Cost Analysis Dev.**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
15	Hour	\$225.00	\$3,375.00	No	Construction

Item : Other (Explain)**Hydrologic and Hydraulic Study, Prof. Engineer**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
40	Hour	\$225.00	\$9,000.00	No	Construction

Item : Other (Explain)**Hydromulch Seeding**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Acre	\$5,000.00	\$5,000.00	No	Construction

Item : Other (Explain)**SWPPP**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$15,000.00	\$15,000.00	No	Construction

Management cost

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$30,600.00	\$30,600.00	No	Contractual

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$3,200.00	\$3,200.00	No	Contractual

FEMA's Subgrant ID: EMT-2022-FM-001-0034

Subrecipient: CITY OF EL CAMPO

Cost estimate

Item : Other (Explain)

Develop Base Map

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,000.00	\$5,000.00	No	Contractual

Item : Other (Explain)

Final Report

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$15,000.00	\$15,000.00	No	Contractual

Item : Other (Explain)**Benefit Cost Analysis**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$15,000.00	\$15,000.00	No	Contractual

Item : Other (Explain)**Collection and Review of Baseline Information**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,000.00	\$5,000.00	No	Contractual

Item : Other (Explain)**Initial Identification of Flood Problem Areas**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,000.00	\$5,000.00	No	Contractual

Item : Other (Explain)**Prepare Implementation and Phasing Plan**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,000.00	\$5,000.00	No	Contractual

Item : Other (Explain)**Public Meetings (3 Total)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3	Each	\$4,000.00	\$12,000.00	No	Contractual

Item : Other (Explain)**Perform Field Survey**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$130,000.00	\$130,000.00	No	Contractual

Item : Other (Explain)**Assessment of Environmental Constraints**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Contractual

Item : Other (Explain)**Project Management**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$35,225.00	\$35,225.00	No	Contractual

Item : Other (Explain)**Perform H&H Analysis of Alternatives**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$60,000.00	\$60,000.00	No	Contractual

Item : Other (Explain)**Develop Hydrologic Model**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$49,050.00	\$49,050.00	No	Contractual

Item : Other (Explain)**Develop Hydraulic Model**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$225,600.00	\$225,600.00	No	Contractual

Item : Other (Explain)**Final Identification of Flood Problem Areas**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$10,000.00	\$10,000.00	No	Contractual

Management cost

Item : Salaries					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
72	Hour	\$270.00	\$19,440.00	No	Contractual

FEMA's Subgrant ID: EMT-2022-FM-001-0006

Subrecipient: CITY OF LONGVIEW

Management cost

Item : Salaries					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
416	Hour	\$20.00	\$8,320.00	No	Personnel

Cost estimate

Item : Other (Explain)					
Acquisition of 222 Ralph St.					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$135,884.00	\$135,884.00	No	Construction

Item : Other (Explain)					
Demolition of 222 Ralph St					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$40,000.00	\$40,000.00	No	Construction

FEMA's Subgrant ID: EMT-2022-FM-001-0008

Subrecipient: JEFFERSON COUNTY DRAINAGE DISTRICT 6

Management cost

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$33,333.33	\$33,333.33	No	Contractual

Cost estimate

Item : Other (Explain)					
Identify Project Costs, Schedules, Constraints					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$120,447.15	\$120,447.15	No	Contractual

Item : Other (Explain)					
Mitigation Project Refinement					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$80,298.10	\$80,298.10	No	Contractual

Item : Other (Explain)					
Master Drainage Plan Report					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$37,620.60	\$37,620.60	No	Contractual

Item : Other (Explain)**Implementation Plan**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$15,675.25	\$15,675.25	No	Contractual

Item : Other (Explain)**Application Development (PreAward)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1.00	\$1.00	Yes	Contractual

Item : Other (Explain)**Application Development (PreAward)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$8,332.34	\$8,332.34	Yes	Contractual

Item : Other (Explain)**Benefits Determination**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$120,447.15	\$120,447.15	No	Contractual

Item : Other (Explain)

Alternatives Analysis (H&H)

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$401,490.50	\$401,490.50	No	Contractual

Item : Other (Explain)

Project Scoring & Ranking

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$80,298.10	\$80,298.10	No	Contractual

Item : Other (Explain)

Public Outreach & Communication

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,405.15	\$9,405.15	No	Contractual

FEMA's Subgrant ID: EMT-2022-FM-001-0012

Subrecipient: COUNTY OF ORANGE

Cost estimate

Item : Other (Explain)

Per Parcel Construction Management

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$20,000.00	\$100,000.00	No	Construction

Item : Other (Explain)**Engineering Fee**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$5,000.00	\$25,000.00	No	Construction

Item : Other (Explain)**Elevation Project Cost**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
16,449	Square foot	\$53.00	\$871,797.00	No	Construction

Item : Other (Explain)**Per Parcel Management Fee**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$750.00	\$3,750.00	No	Construction

Item : Other (Explain)**Temporary Living Expenses**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
5	Each	\$1,000.00	\$5,000.00	No	Construction

Management cost

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
133	Hour	\$30.00	\$3,990.00	No	Contractual

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
250	Hour	\$130.00	\$32,500.00	No	Contractual

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
250	Hour	\$55.00	\$13,750.00	No	Contractual

FEMA’s Subgrant ID: EMT-2022-FM-001-0042
Subrecipient: City of Houston

Cost estimate

Item : Other (Explain)					
Temporary Housing					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
24	Each	\$7,500.00	\$180,000.00	No	Construction

Item : Other (Explain)**Engineering and Management (24 Properties)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
24	Each	\$6,000.00	\$144,000.00	No	Construction

Item : Other (Explain)**Elevation Cost (24 Properties)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$3,456,997.90	\$3,456,997.90	No	Construction

Item : Other (Explain)**Pre-Award Costs**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
24	Each	\$1,145.00	\$27,480.00	Yes	Construction

Management cost**Item : Salaries**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$49,483.89	\$49,483.89	No	Personnel

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$140,940.00	\$140,940.00	No	Contractual

FEMA's Subgrant ID: EMT-2022-FM-001-0022

Subrecipient: JEFFERSON COUNTY DRAINAGE DISTRICT 6

Management cost**Item : Other**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$33,333.33	\$33,333.33	No	Contractual

Cost estimate**Item : Other (Explain)****Project Scoring & Ranking**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$80,298.10	\$80,298.10	No	Contractual

Item : Other (Explain)**Master Drainage Plan Report**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$37,620.60	\$37,620.60	No	Contractual

Item : Other (Explain)**Benefits Determination**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$120,447.15	\$120,447.15	No	Contractual

Item : Other (Explain)**Identify Project Costs, Schedules, Constraints**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$120,447.15	\$120,447.15	No	Contractual

Item : Other (Explain)**Public Outreach & Communication**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$9,405.15	\$9,405.15	No	Contractual

Item : Other (Explain)**Alternatives Analysis (H&H)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$401,490.50	\$401,490.50	No	Contractual

Item : Other (Explain)					
Pre-Award Application Development					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1.00	\$1.00	Yes	Contractual

Item : Other (Explain)					
Pre-Award Application Development					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$8,332.33	\$8,332.33	Yes	Contractual

Item : Other (Explain)					
Mitigation Project Refinement					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$80,298.10	\$80,298.10	No	Contractual

Item : Other (Explain)					
Implementation Plan					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$15,675.25	\$15,675.25	No	Contractual

FEMA’s Subgrant ID: EMT-2022-FM-001-0041
Subrecipient: CITY OF MISSION

Cost estimate

Item : Other (Explain)**Identify Project costs, Schedules, & Constraints**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$43,115.40	\$43,115.40	No	Contractual

Item : Other (Explain)**Implementation Plan**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$7,530.00	\$7,530.00	No	Contractual

Item : Other (Explain)**Project Scoring and Ranking**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$28,880.80	\$28,880.80	No	Contractual

Item : Other (Explain)**Mitigation Project Development Refinement**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$29,428.80	\$29,428.80	No	Contractual

Item : Other (Explain)**Drainage Plan Report**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$14,480.00	\$14,480.00	No	Contractual

Item : Other (Explain)**Alternatives Analysis (H&H Modeling)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$145,694.70	\$145,694.70	No	Contractual

Item : Other (Explain)**Benefits Determination**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$50,870.30	\$50,870.30	No	Contractual

FEMA's Subgrant ID: EMT-2022-FM-001-0035**Subrecipient:** CAMERON COUNTY DRAINAGE DISTRICT 3**Cost estimate****Item : Other (Explain)****Collection and Review of Baseline Information**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$4,400.00	\$4,400.00	No	Contractual

Item : Other (Explain)**Assessment of Environmental Constraints**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,000.00	\$5,000.00	No	Contractual

Item : Other (Explain)**Project Management**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$23,380.00	\$23,380.00	No	Contractual

Item : Other (Explain)**Prepare Final Report**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$15,000.00	\$15,000.00	No	Contractual

Item : Other (Explain)**Benefit Cost Analysis**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$8,000.00	\$8,000.00	No	Contractual

Item : Other (Explain)**Final Identification of Flood Problem Areas**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$3,000.00	\$3,000.00	No	Contractual

Item : Other (Explain)**Field Survey Data Collection**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$80,000.00	\$80,000.00	No	Contractual

Item : Other (Explain)**Develop Hydraulic Model**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$170,000.00	\$170,000.00	No	Contractual

Item : Other (Explain)**Develop Hydrologic Model**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$30,000.00	\$30,000.00	No	Contractual

Item : Other (Explain)**Develop Base Map**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,000.00	\$1,000.00	No	Contractual

Item : Other (Explain)**Prepare Implementation and Phasing Plan**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$2,000.00	\$2,000.00	No	Contractual

Item : Other (Explain)**Public Meetings (3 Total)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3	Each	\$4,000.00	\$12,000.00	No	Contractual

Item : Other (Explain)**Perform H&H Analysis of Alternatives**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$35,000.00	\$35,000.00	No	Contractual

Item : Other (Explain)**Initial Identification of Flood Problem Areas**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$2,000.00	\$2,000.00	No	Contractual

Management cost**Item : Salaries**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
48	Hour	\$90.00	\$4,320.00	No	Contractual

Item : Salaries

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
48	Hour	\$270.00	\$12,960.00	No	Contractual

FEMA's Subgrant ID: EMT-2022-FM-001-0015**Subrecipient:** CITY OF MINERAL WELLS**Cost estimate****Item : Other (Explain)****Rain on Grid Open Channel Analysis**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$100,000.00	\$100,000.00	No	Contractual

Item : Other (Explain)**Alternatives Analysis**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$110,000.00	\$110,000.00	No	Contractual

Item : Other (Explain)**Watershed Master Plan Documentation and Outreach**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$45,000.00	\$45,000.00	No	Contractual

Item : Other (Explain)**Drainage Collection System Detailed Analysis**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$170,000.00	\$170,000.00	No	Contractual

Item : Other (Explain)**Damage Center Problem Identification**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$25,000.00	\$25,000.00	No	Contractual

Item : Other (Explain)					
Data Collection					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$50,000.00	\$50,000.00	No	Contractual

Management cost

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$25,000.00	\$25,000.00	No	Contractual

FEMA’s Subgrant ID: EMT-2022-FM-001-0002
Subrecipient: CITY OF TAYLOR LAKE VILLAGE

Management cost

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$20,500.00	\$20,500.00	No	Contractual

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$4,500.00	\$4,500.00	No	Personnel

Cost estimate

Item : Other (Explain)**Project Identification and Final Report**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$20,000.00	\$20,000.00	No	Contractual

Item : Other (Explain)**Storm Sewer Video Inspection and Evaluation**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$110,000.00	\$110,000.00	No	Contractual

Item : Other (Explain)**Benefit Cost Analysis**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$30,000.00	\$30,000.00	No	Contractual

Item : Other (Explain)**Data Collection and Surveying**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$75,000.00	\$75,000.00	No	Contractual

Item : Other (Explain)					
Hydrologic and Hydraulic Modeling					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$300,000.00	\$300,000.00	No	Contractual

FEMA’s Subgrant ID: EMT-2022-FM-001-0001
Subrecipient: CITY OF BRIDGE CITY

Management cost

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
160	Hour	\$30.00	\$4,800.00	No	Contractual

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
220	Hour	\$130.00	\$28,600.00	No	Contractual

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
220	Hour	\$55.00	\$12,100.00	No	Contractual

Cost estimate

Item : Other (Explain)**Engineering Fee**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
6	Each	\$5,000.00	\$30,000.00	No	Construction

Item : Other (Explain)**Per Parcel Management Fee**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
6	Each	\$2,000.00	\$12,000.00	No	Construction

Item : Other (Explain)**Per Parcel Construction Management**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
6	Each	\$30,000.00	\$180,000.00	No	Construction

Item : Other (Explain)**Temporary Living Expenses**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
6	Each	\$2,000.00	\$12,000.00	No	Construction

Item : Other (Explain)**Elevation Project Cost**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
10,422	Square foot	\$65.00	\$677,430.00	No	Construction

FEMA's Subgrant ID: EMT-2022-FM-001-0031**Subrecipient:** JEFFERSON COUNTY DRAINAGE DISTRICT 6**Cost estimate****Item : Other (Explain)****TRAFFIC CONTROL**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$576,044.00	\$576,044.00	No	Construction

Item : Other (Explain)**REMOVE/REPLACE CROSSING STRUC GLENBROOK E CHNL 407**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3,750	Square foot	\$150.00	\$562,500.00	No	Construction

Item : Other (Explain)**FRANCHISE UTILITY COORDINATION**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
7	Each	\$10,000.00	\$70,000.00	No	Construction

Item : Other (Explain)**AG CANAL FLUME MODS LNVA CANAL AT CHNL 407**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$250,000.00	\$250,000.00	No	Construction

Item : Other (Explain)**ROCK RIPRAP GRADE 1 (BASIN)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1,000	Square yard	\$150.00	\$150,000.00	No	Construction

Item : Other (Explain)**REMOVE/REPLACE STATE HWY 124 CROSSING STRUCT**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
7,500	Square foot	\$250.00	\$1,875,000.00	No	Construction

Item : Other (Explain)**REMOVE/REPLACE County Road Crossing on Glenbrook W**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4,800	Square foot	\$150.00	\$720,000.00	No	Construction

Item : Other (Explain)**Construction Mgmt, Materials Testing, Inspection**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$864,066.00	\$864,066.00	No	Construction

Item : Other (Explain)**CHANNEL EXCAVATION AND DISPOSAL (ON-SITE)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
65,000	Cubic yard	\$70.00	\$4,550,000.00	No	Construction

Item : Other (Explain)**NEW CROSSING STRUCTURE RR SOUTH AT DIVERSION CHNL**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4,000	Square foot	\$350.00	\$1,400,000.00	No	Construction

Item : Other (Explain)**CLEARING AND GRUBBING BASIN ROW**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
577	Acre	\$4,000.00	\$2,308,000.00	No	Construction

Item : Other (Explain)**ROCK RIPRAP GRADE 1 (CHANNEL)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3,800	Square yard	\$150.00	\$570,000.00	No	Construction

Item : Other (Explain)**PIPELINE RELO -CROSSING ADJACENT TO RR AND HIGHWAY**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
6	Each	\$500,000.00	\$3,000,000.00	No	Construction

Item : Other (Explain)**REMOVE/REPLACE RR Crossing Struc W of HWY 124**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3,000	Square foot	\$350.00	\$1,050,000.00	No	Construction

Item : Other (Explain)**CARE AND CONTROL OF WATER**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$1,152,088.00	\$1,152,088.00	No	Construction

Item : Other (Explain)**CHANNEL RIGHT OF WAY RESTORATION**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
83	Acre	\$5,850.00	\$485,550.00	No	Construction

Item : Other (Explain)**NEW CROSSING STRUCTURE SH 124 S AT DIVERSION CHNL**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
10,000	Square foot	\$250.00	\$2,500,000.00	No	Construction

Item : Other (Explain)**BASIN EXCAVATION AND DISPOSAL (OFF-SITE)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
56,000	Cubic yard	\$550.00	\$30,800,000.00	No	Construction

Item : Other (Explain)**Underground Field Pipeline Relo Kidd Gully**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$100,000.00	\$200,000.00	No	Construction

Item : Other (Explain)**REMOVE/REPLACE CROSSING STRUC KIDD RD E KIDD GULLY**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3,750	Square foot	\$150.00	\$562,500.00	No	Construction

Item : Other (Explain)**DETENTION BASIN SPOIL SITE**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
90	Acre	\$15,000.00	\$1,350,000.00	No	Construction

Item : Other (Explain)**Engineering (Phase 2)**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$576,044.00	\$576,044.00	No	Construction

Item : Other (Explain)**UNDERGROUND FIELD PIPELINE RELO -CROSSING CHNL 406**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$100,000.00	\$100,000.00	No	Construction

Item : Other (Explain)**BRIDGE MODIFICATIONS[TXDOT ROW]IH 10 AT KIDD GULLY**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
2	Each	\$500,000.00	\$1,000,000.00	No	Construction

Item : Other (Explain)**Remove and Replace Field Crossing Structure**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
4	Each	\$150,000.00	\$600,000.00	No	Construction

Item : Other (Explain)**Phase 1 Environmental**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$305,303.00	\$305,303.00	No	Construction

Item : Other (Explain)**BASIN RIGHT OF WAY RESTORATION**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
577	Acre	\$1,950.00	\$1,125,150.00	No	Construction

Item : Other (Explain)**STORM WATER POLLUTION PREVENTION PLAN**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$250,000.00	\$250,000.00	No	Construction

Item : Other (Explain)**REMOVE/REPLACE CROSSING STRUCT KIDD RD W CHNL 406**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
3,750	Square foot	\$150.00	\$562,500.00	No	Construction

Item : Other (Explain)**SITE PREPARATION FOR CHANNEL**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$576,044.00	\$576,044.00	No	Construction

Item : Other (Explain)**ADDITIONAL CHANNEL ROW**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
70	Acre	\$12,000.00	\$840,000.00	No	Construction

Item : Other (Explain)**Phase 1 Engineering Support**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$60,000.00	\$60,000.00	No	Construction

Item : Other (Explain)**REMOVE AND DISPOSE OF CONCRETE STRUCTURES**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1,000	Cubic yard	\$33.00	\$33,000.00	No	Construction

Item : Other (Explain)**Phase 1 Engineering**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$5,472,420.00	\$5,472,420.00	No	Construction

Item : Other (Explain)**MOBILIZATION OF EQUIPMENT AND MATERIALS**

QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$576,044.00	\$576,044.00	No	Construction

Management cost

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$150,000.00	\$150,000.00	No	Contractual

Item : Other					
QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL	PRE-AWARD	BUDGET CLASS
1	Each	\$350,000.00	\$350,000.00	No	Contractual

FMA Batch Program Consideration	
Project Number:	EMT-2022-FM-001-0038
Sub-recipient	Jefferson County
County / Parish	Jefferson County
Project Title:	Jefferson County FMA 2022 Elevations
Project Type	Elevations

This attachment provides the information on the batch award process. The above referenced project includes the elevation of 37 properties within Jefferson County with a total Federal Funding of \$7,390,882.28. Of those properties, 34 have been cleared for acquisition, 2 will remain on hold pending renewal of their National Flood Insurance Policy (NFIP), and 1 property would need to be replaced due to Program ineligibility.

Batch 1 approved funding includes fees for 34 properties.

- \$34,000.00 for Application Development
- \$27,200.00 for Elevation Certificate
- \$51,000.00 for Structural Integrity Inspections
- \$85,000.00 for Inspections
- \$13,600.00 for Permitting Fees
- \$5,841,203.50 for Elevation Cost
- \$340,000.00 for Per Parcel Fee
- \$34,000.00 for Relocation Allowance
- \$321,300.18 for Management Cost

Batch 2 costs for the 2 properties pending NFIP insurance in the amount of \$352,153.20 will remain on-hold in FEMA GO pending successful renewal of their insurance policy.

Batch 3 costs for 1 remaining property that was deemed program ineligible in the amount of \$291,425.40 will remain on-hold in FEMA GO, pending replacement of the property. If the property has not been replaced prior to the end of the period of performance or program closeout of the prime award, the funds will not be obligated.

Property Listing - Approved under Batch 1

The list below represents Batch 1 of properties that have been cleared by Environmental and Historic Preservation (EHP), Tech Review and HMA FMA program area. The subrecipient may proceed with the elevations of these structures in compliance with the conditions outlined in the Record of Environmental, Records of Technical Consideration and Benefit Cost Summary, and Hazard Mitigation Assistance (HMA) program requirements.

The following properties are approved for completion of elevation activities:

- 8186 Oakdale Drive, Beaumont, TX 77705
- 9510 Gilbert Road, Beaumont, TX 77705
- 1025 Brockman, Beaumont, TX 77705
- 10857 Koelemay Drive, Beaumont, TX 77705
- 401 Gist Drive, Port Neches, TX 77651
- 11125 Breeana Ct., Beaumont, TX 77705
- 21498 FM 365 Road, Beaumont, TX

- 13096 Martine Road, Hamshire, TX 77622
- 14553 Craigen Road Beaumont Texas 77705
- 7610 Superior Drive, Nederland, TX 77627
- 17307 Wise Road, Hamshire, TX 77622
- 17393 Wise Road, Winnie, TX 77665
- 15459 San Jacinto St, Hamshire, TX 77622
- 3928 4th St, Port Arthur 77642
- 11515 Davidson Road Beaumont, TX 77705
- 11250 Cathryn Lane, Beaumont, TX 77705
- 14192 Lettie Lane, Beaumont 77705
- 16508 Sandell Road, Hamshire, TX 77622
- 11146 Gilbert Drive, Beaumont
- 11555 Sweetgum Lane, Beaumont, TX 77705
- 18005 Camelia Drive. Beaumont, Tx 77705
- 545 Lene' Lane, Beaumont, TX 77705
- 3900 4th St. Port Arthur TX 77642
- 1638 3rd St, Nome, TX 77713
- 17542 Wilber Road, Hamshire, TX 77622
- 15537 San Jacinto St, Hamshire, TX 77622
- 1155 Hillebrandt Acres, Beaumont, TX 77705
- 3205 28th St port Arthur Texas 77642
- 5200 10th St, Port Arthur, TX 77642
- 23859 Vincent Road, Winnie 77665
- 8422 Patterson Road, Beaumont 77705
- 2235 Stillwater Drive, Beaumont 77705
- 18045 Camelia Drive, Beaumont, TX 77705
- 15306 Dale Dell Road. Hamshire TX 77622

Property Listing - Pending renewal of flood insurance

The following properties are not approved for elevation at this time. Prior to approval, the subrecipient shall submit information on flood insurance renewal.

- 809 Rosedale Drive, Port Arthur 77642
- 8498 Winzer Road, Beaumont, TX 77705

Property Listing - Not Eligible to be funded under FY-2022 Award

The following properties are not approved for elevation at this time. Property would need to be replaced with eligible property per 44 C.F.R. 77.6, HMA Guidance and the FY 2022 Notice of Funding Opportunity (NOFO)

- 17290 Wise Road, Winnie, TX 77665

Prior to the obligation of the remaining batches, FEMA will review for compliance with federal regulations and program guidance prior to the obligation of additional funds. Any changes to the approved property list will require resubmittal of those properties to FEMA.

Agreement Articles

Program: Fiscal Year 2022 Flood Mitigation Assistance

Recipient: TEXAS WATER DEVELOPMENT BOARD

UEI-EFT: JZFMT39LKH51-

DUNS number: 091209978

Award number: EMT-2022-FM-001

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Article 1	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
	<p>I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB’s guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.</p>
Article 2	General Acknowledgements and Assurances
	<p>All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.</p>
Article 3	Acknowledgement of Federal Funding from DHS
	<p>Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.</p>
Article 4	Activities Conducted Abroad
	<p>Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.</p>

Article 5	<p>Age Discrimination Act of 1975</p> <p>Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
Article 6	<p>Americans with Disabilities Act of 1990</p> <p>Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
Article 7	<p>Best Practices for Collection and Use of Personally Identifiable Information</p> <p>Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
Article 8	<p>Civil Rights Act of 1964 – Title VI</p> <p>Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.</p>
Article 9	<p>Civil Rights Act of 1968</p> <p>Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)</p>
Article 10	<p>Copyright</p> <p>Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.</p>
Article 11	<p>Debarment and Suspension</p> <p>Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance 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.</p>

Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 24	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 25	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 26	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 27	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements: If the total value of any 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 the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Reporting Subawards and Executive Compensation

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 38	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 42	Environmental Planning and Historic Preservation (EHP) Review DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: https://www.fema.gov/grants/guidance-tools/environmental-historic . Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43	Applicability of DHS Standard Terms and Conditions to Tribes The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
Article 44	Acceptance of Post Award Changes In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.
Article 45	Disposition of Equipment Acquired Under the Federal Award For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.
Article 46	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 47	Indirect Cost Rate 2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.
Article 48	Standard Condition #1 Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

Article 49	Standard Condition #2 This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
Article 50	Standard Condition #3 If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
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Article 73	Standard Condition #2 This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
Article 74	Standard Condition #3 If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

10/11/2023
18:47:14

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMT-2022-FM-001-0038
Title: Jefferson County FMA 2022 Elevations

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment Jefferson County proposes to elevate 37 flood-prone residential structures to three (3) feet above the 100-yr Base Flood Elevation or one (1) foot above the highwater flood elevation - whichever is higher. See attached property list.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; CATEX N7. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.

- spandey3 - 10/11/2023 18:33:52 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	

10/11/2023

FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

18:47:14

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)**Project** EMT-2022-FM-001-0038**Title:** Jefferson County FMA 2022 Elevations

Environmental Law/ Executive Order	Status	Description	Comment
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project is located within the AE, A, AH, and AE (Floodway) zone, area of 100-yr flooding; and shaded-X zone, area of 500-yr flooding, per preliminary and effective Flood Insurance Rate Map panels listed in the attached property list. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss. 8-step checklist attached. Per HMA FFRMS partial implementation policy (August 27, 2021), portions of this project are subject to the FFRMS Freeboard Value Approach (FVA), and structure(s) within the 100-year floodplain per the effective or preliminary FIRM must be protected to at least 2 feet of freeboard above the Base Flood Elevation. - spandey3 - 10/11/2023 18:37:34 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	A review of the National Wetland Inventory (NWI) online mapper, accessed on 10/10/2023, for the site indicates that the area is not located within, nor does it affect a designated wetland. - spandey3 - 10/11/2023 18:39:34 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	This project has been determined to have no potential to have disproportionately high and adverse human health or environmental effects on minority or low-income populations according to FEMA's EO 12898 Guidance or input from EHP Leadership. FEMA has no further EO 12898 responsibilities with regard to these activities. - spandey3 - 10/11/2023 18:39:45 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas	

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FEDERAL EMERGENCY MANAGEMENT AGENCY
RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

REC-01

Project EMT-2022-FM-001-0038
Title: Jefferson County FMA 2022 Elevations

Environmental Law/ Executive Order	Status	Description	Comment
		affected directly or indirectly by the federal action	
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	FEMA has determined that there will be No Historic Properties Affected. SHPO concurrence with this determination was received, dated February 8, 2022; May 20, 2022; and January 31, 2023. The scope of work has been reviewed and FEMA has determined, based on Tribal preferences, that the project will not require Tribal Consultation. - smcgove2 - 09/28/2023 20:58:53 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of No Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects undisturbed ground	
	Completed	Project area has no potential for presence of archeological resources	

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FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project EMT-2022-FM-001-0038
Title: Jefferson County FMA 2022 Elevations

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence or consultation attached) - Review concluded	
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must comply with the appropriate local floodplain management ordinance or best available data as defined by Preliminary Flood Insurance Rate Map (FIRM) panels listed in the attached property list, whichever is more restrictive per EO 11988 Sec. 2(a)(1). Applicant must coordinate with the local floodplain administrator, obtain any required permits prior to initiating work, including any necessary certifications that encroachments within the adopted regulatory floodway would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Applicant must comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

This project is subject to the Hazard Mitigation Assistance (HMA) Federal Flood Risk Management Standard (FFRMS) partial implementation policy (August 27, 2021) requirements. Per the Freeboard Value Approach, any structure(s) within the 100-year floodplain per the effective or preliminary FIRM must be protected to a minimum of the Base Flood Elevation (BFE) plus two feet of freeboard.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Source of condition: Clean Air Act (CAA)

Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Title: Jefferson County FMA 2022 Elevations

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: No

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

FEMA Region 6 Hazard Mitigation Assistance-Engineering

FMA-PJ-06-Record of Technical Consideration and Benefit Cost Summary

Project Summary

Program:	FMA
Project Number:	EMT-2022-FM-001-0038
Sub-Recipient:	County of Jefferson
County or Parish:	County of Jefferson
Project Title:	Jefferson County FMA 2022 Elevations
Project Type:	Elevation
Phase:	Unphased
Issued Date:	09/23/2024

BCA Summary

Analyst:	NTR
BCA Toolkit Projected Benefit:	\$3,317,515.00
BCA Toolkit Projected Cost:	\$2,501,689.00
BCA Toolkit Benefit Cost Ratio:	1.33
Benefit Cost Analysis Tool Used:	FEMA BCA V6.0
Precalculated Projected Benefit:	\$5,014,000.00
Precalculated Projected Cost:	\$4,549,470.50
Precalculated Benefit Cost Ratio:	1.10
Benefit Cost Analysis Tool Used:	Update to "Cost-Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Areas Using Pre-Calculated Benefits" Memorandum
Projected Benefit:	\$8,331,515.00
Projected Cost:	\$7,051,159.50
Benefit Cost Ratio:	1.18
FEMA Recommended:	Yes



FEMA

Objective

The main objective is to review the information and data submitted by the applicant to determine if the proposed mitigation project is cost effective and technically feasible. The project must demonstrate it is feasible, self-sustained and represents a long-term mitigation solution to the existing problem; along with demonstrating its cost effectiveness and benefits in terms of investment return.

Scope of Work

Jefferson County proposes to elevate thirty seven (37) properties located within the County that have sustained substantial damages. All structures in this project will comply with NFIP guidance in 44 CFR 60 and meet ASCE 24-14 requirements.

The County has implemented a flood resolution that will see that homes are either 3 feet above the established BFE or 1 foot above the high-water mark, whichever is higher.

Activities will be completed in strict compliance with Federal, State and Local Rules and regulations.

Note: per FEMA Policy #104-008-2, E. SECTION 5: USE OF BEST AVAILABLE FLOOD HAZARD

INFORMATION FOR MITIGATION AND RECOVERY DECISIONS: “6. Where multiple sources of flood hazard information are available for a proposed project site, such as where there is both an Effective and Preliminary FIRM or both an Effective FIRM and Advisory Flood Hazard Information, FEMA will compare each source. The best available information is the source which provides the more restrictive flood hazard zone, the highest Base Flood Elevation, and/or the greatest discharge. **See table 4 for Effective Firmmap Preliminary Firmmap and BLE**

Benefit Cost Analysis

The cost effectiveness for this project was evaluated with FEMA BCA Toolkit and the Update to Cost-Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Areas Using Pre-Calculated Benefits Memorandum .

Table 1 BCA Memorandum Summary

Address	Benefits	Cost	BCR
10857 Koelemay Dr	\$228,000.00	\$178,690.00	1.28
11125 Breeana Ct	\$228,000.00	\$245,785.00	0.93
11146 Gilbert Dr	\$228,000.00	\$209,560.00	1.09
11250 Cathryn Ln	\$228,000.00	\$210,400.00	1.08
11515 Davidson Rs	\$228,000.00	\$183,940.00	1.24
1155 Hillebrandt Acres	\$228,000.00	\$87,040.00	2.62
11555 Sweetgum Ln	\$228,000.00	\$221,425.00	1.03
13096 Martine Rd	\$228,000.00	\$238,645.00	0.96
15306 Dale Dell Rd	\$228,000.00	\$251,980.00	0.90
15459 San Jacinto St	\$228,000.00	\$121,960.00	1.87
15537 San Jacinto St	\$228,000.00	\$143,200.00	1.59
16508 Sandell Rd	\$228,000.00	\$261,220.00	0.87
17542 Wilber Rd	\$228,000.00	\$311,410.00	0.73
18005 Camelia Dr	\$228,000.00	\$171,655.00	1.33
18045 Camelia Dr	\$228,000.00	\$155,275.00	1.47
2235 Stillwater Dr	\$228,000.00	\$268,454.50	0.85
23859 Vincent Rd	\$228,000.00	\$165,222.00	1.38
3900 4th St	\$228,000.00	\$207,320.00	1.10
545 Lene Ln	\$228,000.00	\$177,640.00	1.28
7610 Superior Dr	\$228,000.00	\$206,095.00	1.11
809 Rosedale Dr	\$228,000.00	\$105,664.00	2.16
8186 Oakdale Dr	\$228,000.00	\$279,700.00	0.82
9510 Gilbert Rd	\$228,000.00	\$147,190.00	1.55
Combined Precalculated BCR	\$5,244,000.00	\$4,549,470.50	1.15

Table 2 BCA Toolkit V6.0 Summary

Address	Benefits	Cost	BCR
1025 Brockman St	\$212,828.00	\$130,600.00	1.63
21498 FM 365 Rd	\$403,811.00	\$178,795.00	2.26
8498 Winzer Rd	\$123,137.00	\$229,720.00	0.54
14553 Craigen Rd	\$0.00	\$227,200.00	0.00
17307 Wise Rd	\$597,748.00	\$147,400.00	4.06
17393 Wise Rd	\$650,335.00	\$189,925.00	3.42
17290 Wise Rd	\$1,247,973.00	\$277,548.00	4.50
3928 4th St	\$0.00	\$156,104.00	0.00
14192 Lettie Ln	\$0.00	\$162,520.00	0.00
1638 3rd St	\$0.00	\$208,825.00	0.00
3205 28th St	\$77,683.00	\$105,400.00	0.74
8422 Patterson Rd	\$0.00	\$170,710.00	0.00
401 Gist Dr	\$0.00	\$204,100.00	0.00
5200 10th St	\$0.00	\$112,842.00	0.00
BCA Toolkit Combined BCR	\$3,313,515.00	\$2,501,689.00	1.32

Table 3 Project BCR

Methodology	Benefits	Cost	BCR
Combined Precalculated BCR	\$3,313,515.00	\$2,501,689.00	1.32
BCA Toolkit Combined BCR	\$5,244,000.00	\$4,549,470.50	1.15
Project BCR	\$8,557,515.00	\$7,051,159.50	1.21

Condition 1

Buildings proposed for elevation must be structurally sound and capable of being elevated safely before any construction begins. If it is determined that a structure is not structurally sound and capable of being elevated safely and the mitigation action will change to mitigation reconstruction, a SOW modification must be submitted to FEMA for approval.

Condition 2

For structures located in the Special Flood Hazard Area, applicant is required to design and construct structures in accordance with ASCE 24-14, Flood Resistant Design and Construction or latest edition or to local ordinances whichever is most restrictive. Applicant must coordinate with the local floodplain administrator, obtain any required permits prior to initiating work, and comply with any conditions of the permit. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Condition 3

If a structure is located in Special Flood Hazard Area (SFHA) Zone AE and seaward of the defined Limit of Moderate Wave Action (LiMWA), subject to wave action between 1.5' and 3', per either the effective Flood Insurance Rate Map (FIRM) panel or Preliminary Flood Insurance Rate Map (FIRM)

Applicant is required to design and construct to V zone standards in accordance with American Society of Civil Engineers (ASCE) standard 24-14, Flood Resistant Design and Construction, or latest edition, must coordinate with the local floodplain administrator to obtain required permits prior to initiating work, and comply with any conditions of the permit. All permits and coordination pertaining to these activities should be retained as part of the project file and provided to FEMA at closeout.

Table 4 Properties Effective, Preliminary Firmmap and BLE

Address	Latitude	Longitude	Effective FIRM Map	Flood Zone	FIRM Date	Preliminary FIRM Map	Preliminary Flood Zone	Preliminary Date	Estimated Base Food Elevation (R6 BLE)
8186 Oakdale Dr, Beaumont, TX 77705	29.935456	-94.238568	4803850265C	Shaded X	8/6/2002	48245C0300F	AE	8/30/2012	
9510 Gilbert Rd, Beaumont, TX 77705	29.929644	-94.260589	4803850245C	AE	8/6/2002	48245C0275F	AE	8/30/2012	
1025 Brockman St, Beaumont, TX 77705	30.048928	-94.091921	4854570025D	X	8/6/2002	48245C0165F	X	8/30/2012	100 yr (19.4')
10857 Koelemay Dr, Beaumont, TX 77705	29.928521	-94.238964	4803850265C	X	8/6/2002	48245C0300F	X	8/30/2012	
401 Gist Dr, Port Neches, TX 77651	29.968243	-93.953239	4855000010D	zone B	1/6/1983	48245C0330F	Shaded X	8/30/2012	
11125 Breeana Ct, Beaumont, TX 77705	29.918021	-94.294002	4803850245C	A	8/6/2002	48245C0275F	AE	8/30/2012	
21498 FM 365 Rd, Beaumont, TX 77705	29.932278	-94.280586	4803850245C	A	8/6/2002	48245C0275F	AE	8/30/2012	
809 Rosedale Dr, Port Arthur, TX 77642	29.907292	-93.907617	4854990035E	AH	4/17/1984	48245C0345F	AH	8/30/2012	
13096 Martine Rd, Hamshire, TX 77622	29.85598	-94.318229	4803850355C	X	8/6/2002	48245C0400F	AE	8/30/2012	
17307 Wise Rd, Winnie, TX 77665	29.845232	-94.317407	4803850355C	AE Floodway	8/6/2002	48245C0400F	AE Floodway	8/30/2012	
17393 Wise Rd, Winnie, TX 77665	29.845207	-94.318574	4803850355C	AE Floodway	8/6/2002	48245C0400F	AE Floodway	8/30/2012	
15459 San Jacinto St, Hamshire, TX 77622	29.864151	-94.311391	4803850360C	SHADED X	8/6/2002	48245C0400F	AE	8/30/2012	
17290 Wise Rd, Winnie, TX 77665	29.845882	-94.316938	4803850355C	AE Floodway	8/6/2002	48245C0400F	AE Floodway	8/30/2012	
3928 4th St, Port Arthur, TX 77642	29.902599	-93.904363	4854990035E	zone B	4/17/1984	48245C0345F	AH	8/30/2012	
11515 Davidson Rd, Beaumont, TX 77705	29.916357	-94.090449	4803850290B	A15	6/1/1983	48245C0325F	AE	8/30/2012	
11250 Cathryn Ln, Beaumont, TX 77705	29.922674	-94.292076	4803850245C	A	8/6/2002	48245C0275F	AE	8/30/2012	
14192 Lettie Ln, Beaumont, TX 77705	29.879385	-94.246649	4803850265C	X	8/6/2002	48245C0300F	X	8/30/2012	
16508 Sandell Rd, Hamshire, TX 77622	29.849242	-94.313582	4803850355C	AE	8/6/2002	48245C0400F	AE	8/30/2012	
11146 Gilbert Dr, Beaumont, TX 77705	29.925167	-94.288134	4803850245C	A	8/6/2002	48245C0275F	AE	8/30/2012	
11555 Sweetgum Lane, Beaumont, TX	29.916356	-94.094204	4803850290B	A15	6/1/1983	48245C0325F	AE	8/30/2012	
18005 Camelia Dr, Beaumont, TX	29.824628	-94.222622	4803850380C	AE	8/6/2002	48245C0425F	A	8/30/2012	
545 Lene Ln, Beaumont, TX 77705	29.920806	-94.11135	4803850290B	A15	6/1/1983	48245C0325F	AE	8/30/2012	
3900 4th St, Port Arthur, TX 77642	29.901843	-93.905074	4854990035E	zone B	4/17/1984	48245C0345F	AH	8/30/2012	
1638 3rd St, Nome, TX 77713	30.033327	-94.423641	4812970001B	zone C	2/2/1983	48245C0100F	X	8/30/2012	
17542 Wilber Rd, Hamshire, TX 77622	29.839847	-94.271792	4803850360C	A	8/6/2002	48245C0400F	AE Floodway	8/30/2012	
15537 San Jacinto St, Hamshire, TX 77622	29.86307	-94.311353	4803850360C	X	8/6/2002	48245C0400F	X	8/30/2012	
1155 Hillebrandt Acres, Beaumont, TX 77705	29.931153	-94.116383	4803850290B	A15	6/1/1983	48245C0325F	AE	8/30/2012	
3205 28th St, Port Arthur, TX 77642	29.911417	-93.934981	4854990035E	zone B	4/17/1984	48245C0345F	Shaded X	8/30/2012	
5200 10th St, Port Arthur, TX 77642	29.918126	-93.900652	4854990035E,	zone B	4/17/1984	48245C0345F	Shaded X	8/30/2012	
23859 Vincent Rd, Winnie, TX 77665	29.773261	-94.302532	4803850375B	A14 (EL11)	6/1/1983	48245C0400F	A	8/30/2012	
8422 Patterson Rd, Beaumont, TX 77705	29.880973	-94.242644	4803850265C	X	8/6/2002	48245C0300F	X	8/30/2012	
2235 Stillwater Dr, Beaumont, TX 77705	29.98565	-94.026158	4803850285C	zone B	#####	48245C0310F	Shaded X	8/30/2012	
18045 Camelia Dr, Beaumont, TX 77705	29.824094	-94.222704	4803850380C	AE	8/6/2002	48245C0425F	A	8/30/2012	
15306 Dale Dell Rd, Hamshire, TX 77622	29.866387	-94.316305	4803850355C	X	8/6/2002	48245C0400F	X	8/30/2012	

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2022 Flood Mitigation Assistance**

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that had an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at: [Unique Entity Identifier Update | GSA](#).
Grants.gov registration information can be found at: <https://www.grants.gov/web/grants/register.html>. Detailed information regarding UEI and SAM is also provided in Section D of this NOFO.

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A. Program Description**1. Issued By**

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Resilience/Federal Insurance and Mitigation Administration (FIMA)/Mitigation Directorate/ Hazard Mitigation Assistance (HMA) Division

2. Assistance Listings Number

97.029

3. Assistance Listings Title

Flood Mitigation Assistance

4. Funding Opportunity Title

Fiscal Year 2022 Flood Mitigation Assistance (FMA)

5. Funding Opportunity Number

DHS-22-MT-029-000-98

6. Authorizing Authority for Program

Section 1366 of The National Flood Insurance Act of 1968, Pub. L. No. 90-448 (codified as amended at 42 U.S.C. § 4104c) and Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, 135 Stat. 1387–1388 (2021).

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2022, Pub. L. No. 117-103, Division F and Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (2021), 135 Stat. 1387–1388 (2021).

8. Announcement Type

Initial

9. Program Category

Mitigation: Natural Hazards

10. Program Overview, Objectives, and Priorities**a. *Overview***

The FMA grant program makes federal funds available to states, U.S. territories, federally recognized tribal governments,¹ and local governments to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP). It does so with a recognition of the growing flood hazards associated with climate change², and of the need for flood hazard risk mitigation activities that promote climate adaptation, equity, and resilience with respect to flooding. These include both acute extreme weather events and chronic stressors which have been observed and are expected to increase in intensity and frequency in the future. From Fiscal Year (FY) 1996 to FY 2019, FMA obligated over \$1.5 billion in federal share mitigating over 8,000 properties insured by the National Flood Insurance Program.

The FMA Program aligns with the [2020-2024 DHS Strategic Plan](#) through pursuing Goal 5: Strengthen Preparedness and Resilience. Specifically, Objective 5.1: Build a National Culture of Preparedness has several sub-objectives that the FMA program supports. FMA serves primarily to bolster Sub-Objective 5.1.1: Incentivize investments that reduce risk and increase pre-disaster mitigation, including expanding the use of insurance to manage risk through funding flood mitigation projects. The FMA program addresses Presidential Policy Directive 21, Critical Infrastructure Security and Resilience.

The [2022-2026 FEMA Strategic Plan](#) outlines a bold vision and three ambitious goals designed to address key challenges the agency faces during a pivotal moment in the field of emergency management: Goal 1 - Instill equity as a foundation of emergency management, Goal 2 - Lead the whole of community in climate resilience, and Goal 3 - Promote and sustain a ready FEMA and prepared nation. Most notably, the FMA Program supports Objective 1.2: Remove barriers to FEMA programs through a people first approach, Objective 1.3: Achieve equitable outcomes for those we serve, and Objective 2.2: Build a climate resilient nation. FMA also supports the National Mitigation Investment Strategy and the FIMA FY 2021-2023 Mitigation Strategy by advancing mitigation investment to reduce risks posed by natural hazards and increasing the nation's resilience to natural hazards.

Awards made under this NOFO will be funded, in whole or in part, with funds appropriated by the Infrastructure Investment and Jobs Act, also more commonly known as the Bipartisan Infrastructure Law (BIL). The BIL is a once-in-a-generation investment in infrastructure, which will grow a more sustainable, resilient, and equitable economy by enhancing U.S. competitiveness, driving the creation of good-paying jobs with the free and fair choice to join a union, and ensuring stronger access to economic and environmental benefits for disadvantaged communities. The BIL appropriates billions of dollars to FEMA to promote resilient infrastructure, respond to the impacts of climate change, and equip our nation with the resources to combat its most pressing threats.

¹ The term “federally recognized tribal government,” as used in this NOFO, has the same meaning as “Indian tribal government,” as defined at 44 C.F.R. § 77.2(f).

² Climate change is defined as “Changes in average weather conditions that persist over multiple decades or longer. Climate change encompasses both increases and decreases in temperature, as well as shifts in precipitation, changing risk of certain types of severe weather events, and changes to other features of the climate system.” (Fourth National Climate Assessment)

b. Objectives

FMA aims to implement projects that reduce flood risks posed to repetitively flooded properties insured under the NFIP.

The FMA program also aims to promote equity in the delivery of funds in line with the Administration's Justice40 Initiative, established in [Executive Order \(EO\) 14008: Tackling the Climate Crisis at Home and Abroad](#). In implementing the Justice40 Initiative, the FMA program is prioritizing assistance that benefits disadvantaged communities as referenced in [EO 14008](#) and subsequent guidance. A disadvantaged community may be characterized by variables including, but not limited to: low income, high and/or persistent poverty, high unemployment and underemployment, racial and ethnic segregation particularly where the segregation stems from discrimination by government entities, linguistic isolation, high housing cost burden and substandard housing, distressed neighborhoods, high transportation cost burden and/or low transportation access, disproportionate environmental burden and high cumulative impacts, limited water and sanitation access and affordability, disproportionate climate impacts, and high energy cost burden and low energy access, jobs lost through the energy transition, access to health care, and all geographic areas within Tribal jurisdictions.³

FY 2022 (FY 22) FMA funds are sourced from congressionally appropriated funding from the National Flood Insurance Fund (NFIF) as well as funding made available for FY 22 Flood Mitigation Assistance via the Infrastructure Investment and Jobs Act. The IIJA funding allows increased federal cost share for a property: located within a census tract with a Centers for Disease Control and Prevention Social Vulnerability Index score of not less than 0.5001. (Refer to Section C.4, Cost Share or Match).

Further, in FY 22, the FMA program is using the Centers for Disease Control and Prevention (CDC) Social Vulnerability Index (SVI) score of not less than 0.6 as included in the project's benefiting area map as a priority scoring criterion for Capability and Capacity Building (C&CB), Localized Flood Risk Reduction Project, and Individual Flood Mitigation Project.

c. Priorities

FEMA will distribute the available FY 22 FMA funding amount as follows:

I. CAPABILITY AND CAPACITY BUILDING (C&CB)

FEMA will select up to \$60 million of Capability and Capacity Building (C&CB) to develop future Localized Flood Risk Reduction Projects and/or Individual Flood Mitigation Projects that will subsequently reduce flood claims against the NFIP. C&CB activities will be prioritized and selected according to the following hierarchical order: Multi-Hazard Mitigation Plans under 42 U.S.C. 4104c(c)(3)(F); Technical Assistance under 42 U.S.C. 4104c(c)(3)(J); Project Scoping; and Additional C&CB Activities (Partnership Development; Enhancing Local Floodplain Management; Severe Repetitive Loss (SRL)/Repetitive Loss (RL) Strategy Plan Development; and other eligible C&CB activities under 42 U.S.C. 4104c(c)(3)(G).

³ See Executive Office of the President, Office of Management and Budget, Memorandum for the Heads of Departments and Agencies re: *Interim Implementation Guidance for the Justice40 Initiative*, 2-3 (July 20, 2021).

For more information, refer to the C&CB Fact Sheet at <https://www.fema.gov/grants/mitigation/floods/fma-resources>

II. LOCALIZED FLOOD RISK REDUCTION PROJECT

FEMA will select up to \$340 million of Localized Flood Risk Reduction Projects that address community flood risk for the purpose of reducing NFIP flood claim payments.

For more information, refer to the Localized Flood Risk Reduction Projects at <https://www.fema.gov/grants/mitigation/floods/fma-resources> and Localized Flood Risk Reduction Projects in Hazard Mitigation Assistance Guidance at <https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance>.

III. INDIVIDUAL FLOOD MITIGATION PROJECT

FEMA will select at least \$400 million of projects that mitigate the risk of flooding to individual NFIP insured structures.

For more information on FY 22 FMA funding priorities and eligible activities, see Section E, Application Review Information, Review, and Selection Process. For more information about uses of assistance under FMA, including how to submit various project types in FEMA Grants Outcomes (FEMA GO), refer to FMA resources at <https://www.fema.gov/grants/mitigation/floods/fma-resources>.

11. Performance Measures

FMA aims to implement projects that reduce flood risks posed to repetitively flooded properties insured under the National Flood Insurance Program (NFIP), by funding priority projects and activities. To achieve these goals, for FY 22 FMA is prioritizing the following types of projects: Capability and Capacity Building (C&CB), Localized Flood Risk Reduction Projects, and Individual Flood Mitigation Projects that mitigate flood risks to NFIP participating communities and active policyholders.

FEMA will assess input and output indicators of each federal award by measuring the total properties mitigated that carry a Severe Repetitive Loss (SRL) and Repetitive Loss (RL) definition pursuant to 42 U.S.C. § 4104c(h)(2) and (3), that are included in a final mitigation action. FEMA will also assess each award output by measuring project capability to positively influence the government's goal of mitigating SRL and RL designated properties and thereby the reduction of future losses to the NFIP under this award. FEMA will also assess each award output by measuring the total NFIP insured structures within subapplications within socially vulnerable communities as defined by Center for Disease Control and Prevention (CDC) Social Vulnerability Index (SVI) score at the census tract not less than 0.5001.

FEMA will further assess the recipient's performance against the program objective during the award closeout process as outlined in Section F.3.c of this NOFO.

B. Federal Award Information

1. Available Funding for the NOFO: \$800,000,000

a. Activity Caps

FY 2022 FMA NOFO

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The federal funding activity caps for FMA Capability and Capacity Building (C&CB) activities per subapplication are:

- \$100,000 for Multi-Hazard Mitigation Plans under 42 U.S.C. 4104c(c)(3)(F) per Applicant with maximums of:
 - \$50,000 for state multi-hazard mitigation planning
 - \$25,000 for local multi-hazard mitigation planning
- \$50,000 for Technical Assistance to states (42 U.S.C. 4104c(c)(3)(J))
- \$900,000 for Project Scoping
- \$300,000 for Additional C&CB Activities (Partnership Development, Enhancing Local Floodplain Management, SRL/RL Strategy Plan Development, and other eligible C&CB activities under 42 U.S.C. 4104c(c)(3)(G)).

The federal funding activity cap for Localized Flood Risk Reduction Project is \$50,000,000 per project.

b. *Projected Number of Awards*

40 awards; 725 subawards

2. *Period of Performance:*

36 months

The Period of Performance (POP) is 36 months, starting on the date of the recipient's federal award. Given the complexity of the Localized Flood Risk Reduction Projects, the applicant may submit a request for a longer POP in the application for FEMA to review and approve. A longer POP for a Localized Flood Risk Reduction Project must be requested, documented, reasonable, and justified. Any subsequent amendments to the federal award will not extend the POP unless explicitly stated.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO.

FEMA awards under most programs, including this program only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

- 3. Projected Period of Performance Start Date(s):** Will vary by award
- 4. Projected Period of Performance End Date(s):** 36 months for all projects from date of award unless otherwise approved by FEMA
- 5. Funding Instrument Type:** Grant

C. Eligibility Information

1. Eligible Applicants

- States
- District of Columbia
- U.S. territories
- Federally recognized tribal governments

Each state, territory, the District of Columbia, and federally recognized tribal government shall designate one agency to serve as the applicant for FMA funding. The designee is strongly encouraged to conduct outreach with disadvantaged communities as referenced in EO 14008 prior to and during the application process. Each applicant's designated agency may submit only one FMA grant application to FEMA. Subapplications under which two or more entities would carry out the award are eligible, such as a multi-state or multi-tribal initiative; however, only one entity may be the applicant with primary responsibility for carrying out the award.

Communities, including local governments, cities, townships, counties, special district governments, and tribal governments (including federally recognized tribes who choose to apply as subapplicants), are considered subapplicants and must submit subapplications to their state/territory/tribal applicant agency. Certain political subdivisions (for example, regional flood control districts or county governments) may apply and act as subapplicants if they are part of a community participating in the NFIP where the political subdivision provides zoning and building code enforcement or planning and community development professional services for that community. Contact information for the State Hazard Mitigation Officers (SHMOs) is provided on the FEMA website at [State Hazard Mitigation Officers | FEMA.gov](https://www.fema.gov/state-hazard-mitigation-officers).

2. Eligibility Criteria

- All applicants and subapplicants must be participating in the NFIP, and not be withdrawn, on probation, or suspended. NFIP community status can be verified at <https://www.fema.gov/flood-insurance/work-with-nfip/community-status-book>.
- Structures identified in the subapplication must have an NFIP policy (including a Group Flood Insurance Policy [GFIP]) in effect prior to the opening of the application period and the policy must be maintained throughout the life of the structure. The requirement of maintaining flood insurance shall apply during the life of the property, regardless of transfer of ownership of such property. If the subapplicant does not comply with this requirement, FEMA may take one or more actions as remedies for noncompliance, as appropriate. This could include disallowing all or part of the cost of the activity or action not in compliance. For additional details, see 44 C.F.R. § 77.6.

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- Applicants are required to have a FEMA-approved State or Tribal Hazard Mitigation Plan in accordance with Title 44 of the Code of Federal Regulations (C.F.R.) Part 201 by the application deadline and at the time of obligation of the award. More detailed information is provided in Part III, E.5, Hazard Mitigation Plan Requirement, of the HMA Guidance, available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/103279>.
- Subapplicants are required to have a FEMA-approved Local or Tribal Hazard Mitigation Plan in accordance with 44 C.F.R. Part 201 by the application deadline and at the time of obligation of grant funds for Capability and Capacity Building activities, Localized Flood Risk Reduction Project, and Individual Flood Mitigation Project subapplications. Mitigation planning subapplications are exempt from the hazard mitigation plan requirement for subapplicants only. Mitigation plan integration, while not required to be eligible for FMA, is encouraged. See section H.14 for additional information. Local hazard mitigation plans must conform to the Local Plan Review Guide, or any subsequent local mitigation planning guide that supersedes it.
- To be considered for financial assistance, all applicants must submit their FY 2022 FMA grant applications to FEMA via FEMA GO (see Section D, Application and Submission Information).

3. Other Eligibility Criteria

- All subapplications submitted under the C&CB priority must demonstrate that the C&CB project will reduce flood claims against the NFIP. C&CB activities should result in a resource, strategy, or tangible mitigation product that will reduce or eliminate risk and damage from future flooding, increase resilience, and promote a culture of preparedness.
- All subapplications submitted under the Localized Flood Risk Reduction Project priority (see Section E, Application Review Information, of this NOFO) must demonstrate that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating: the proposed project footprint boundary, the area benefitting from the project, and active NFIP policies (if this data is available).
- All non-critical structure elevation, dry floodproofing, and mitigation reconstruction projects in a Special Flood Hazard Area must apply, at a minimum, the flood elevations of the Federal Flood Risk Management Standards Freeboard Value Approach. All other types of projects are strongly encouraged to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [EO 14030, Climate-Related Financial Risk](#) and [FEMA Policy #-206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\)](#).

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- For critical actions in the Special Flood Hazard Area, the elevation requirements from 44 CFR § 9.11 continue to apply. For any new construction or substantial improvement of structures, the lowest floor of the structure (including the basement) must be at or above the level of the 500-year flood⁴.
- All C&CB activities, Localized Flood Risk Reduction Project, and Individual Flood Mitigation Project subapplications submitted as part of an FMA grant application must be consistent with the goals and objectives identified in the current, FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan and the local mitigation plan for the jurisdiction in which the project is located. Hazard Mitigation Plans should reflect state-wide mitigation priorities across all potential federal and non-federal mitigation funding sources. Current mitigation plans are not required for applicants and subapplicants submitting planning subapplications to develop a new mitigation plan or to update a mitigation plan.
- When subapplications include an information technology or operational technology component as part of a larger project, FEMA will allow activities that enable greater community resilience through cybersecurity as eligible costs when those activities are performed in accordance with the cybersecurity performance goals for critical infrastructure and control systems directed by the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems, found at <https://www.cisa.gov/control-systems-goals-and-objectives>.
- FEMA encourages the use of environmentally friendly construction practices when completing FMA projects.
 - When subapplications include the use of concrete or asphalt products, FEMA encourages for the inclusion of low embodied carbon concrete and environmentally preferable asphalt.
 - Subrecipients should ensure that federally-funded infrastructure investments reduce life cycle emissions of construction materials, specifically concrete, asphalt, and steel.
 - Subrecipients should request disclosure of Environmental Product Declarations (EPD) to evaluate and incentivize acquisition of these lower carbon materials.

4. Cost Share or Match

Cost share is required for most subapplications funded under this program. Generally, the cost share for this program is 75 percent federal / 25 percent non-federal. This means federal funding is available for up to 75 percent of eligible costs. The remaining 25 percent of eligible costs must be derived from non-federal sources. For example, if the total cost of the activity is \$400,000 and the non-federal cost share is 25 percent, then the non-federal contribution is

⁴ In accordance with Section 2(a)(1) of [EO 11988: Floodplain Management](#), as amended by [EO 13690: Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input](#), before taking an action, FEMA must determine whether a proposed action will occur in a floodplain.

\$100,000: 25 percent of \$400,000 is \$100,000. The non-federal contribution would be provided by the applicant or subapplicant. Likewise, the federal share of that activity would be \$300,000: 75 percent of \$400,000 is \$300,000. The federal contribution would be provided by FEMA. FEMA may consider the non-federal cost share based on availability of remaining federal funds, as noted in Section E, Application Review Information.

FEMA may contribute up to 100 percent federal cost share for Severe Repetitive Loss (SRL) properties within Individual Property Flood Mitigation Projects. An SRL property, as defined under 42 U.S.C. § 4104c(h)(3), is a structure that:

- (a) Is covered under a contract for flood insurance made available under the NFIP; and
- (b) Has incurred flood-related damage
 - i. For which four or more separate claims payments (includes building and contents) have been made under flood insurance coverage with the amount of each such claim exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000, or
 - ii. For which at least two separate claims payments (includes only building) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.

FEMA may contribute up to 90 percent federal cost share for Repetitive Loss (RL) properties. An RL property, as defined under 42 U.S.C. § 4121(a)(7), is a structure covered by a contract for flood insurance made available under the NFIP that:

- (a) Has incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event; and
- (b) At the time of the second incidence of flood-related damage, the contract for flood insurance contains Increased Cost of Compliance (ICC) coverage.

To receive an increased federal cost share under these provisions, properties must meet one of the definitions for SRL or RL properties. Applicants and subapplicants that are requesting an increased federal cost share must submit documentation with their application or subapplication demonstrating that properties meet these definitions. If documentation is not submitted with the application or subapplication to support a reduced non-federal cost share, FEMA will provide no more than 75 percent federal cost share of the total eligible costs. The remaining 25 percent of eligible activity costs would then be derived from non-federal sources.

As a result of FMA funding made available under the IIJA, FEMA may contribute up to 90 percent federal cost share for qualifying FY22 funding priorities. The increased federal cost share percentage and qualifying criteria are explained in this section. For Capability and Capacity Building activities that impact NFIP-insured properties, FEMA may contribute up to 90 percent federal cost share if the average Centers for Disease Control and Prevention (CDC) Social Vulnerability Index (SVI) score is not less than 0.5001 for the area(s) included in the subapplication. For Localized Flood Risk Reduction Projects, FEMA may contribute up to 90 percent federal cost share if the average CDC SVI score is not less than 0.5001 for the project benefitting area containing the NFIP-insured properties. For Individual Flood Mitigation

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Projects, FEMA may contribute up to 90 percent federal cost share for each NFIP-insured property located within a census tract with a CDC SVI score of not less than 0.5001.

Subapplicants and applicants can view their CDC SVI score at:

https://www.atsdr.cdc.gov/placeandhealth/svi/data_documentation_download.html. When IJJA funding is exhausted, the enhanced cost share for properties with CDC SVI not less than 0.5001 as defined in IJJA cannot be extended to the remaining funds made available in the FY22 FMA NOFO.

Structures with different federal cost-share requirements can be submitted in a single project subapplication. The overall project federal cost share documented in the Cost Share Section of the project subapplication should reflect the combined federal cost shares of the structures. For example, a project with \$100,000 costs for one SRL structure funded at 100 percent federal cost share plus \$100,000 costs for one RL structure funded at 90 percent federal cost share will have an overall project federal cost share of 95 percent, or \$190,000, of the \$200,000 total cost for both structures.

For insular areas including American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands, FEMA automatically waives the non-federal cost share for the recipient when the non-federal cost share for the entire award is under \$200,000. If the non-federal cost share for the entire award is \$200,000 or greater, FEMA may waive all or part of the non-federal cost share at the request of the recipient. The recipient may request 100 percent cost-share in its application.

The non-federal cost share may consist of cash, donated or third-party in-kind services, materials, or any combination thereof. Cash and third-party in-kind matches must consist of eligible costs (i.e., same eligibility as the federal share). Applicants cannot apply other federal award funds toward the non-federal cost share unless the other federal statutory authority allows the funds to be used to meet cost-share requirements. For example, in certain situations U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (CDBG-DR) program funds, U.S. Small Business Administration Disaster Loans, United States Department of Agriculture Rural Development Single Family Direct Home Loans or Single Family Repair Loans, the Department of Defense's Readiness and Environmental Protection Integration (REPI) program, and others may be used towards the non-federal match. Additionally, certain American Rescue Plan funds may be used as non-federal cost share as determined by the Department of Treasury.⁵ Refer to the HMA Cost Share Guide for more information at https://www.fema.gov/sites/default/files/2020-08/fema_hma_cost-share-guide.pdf. FEMA encourages innovative use of public and private-sector partnerships to meet the non-federal cost share.

⁵ Treasury funds are available through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. According to U.S. Department of Treasury, the SLFRF program funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. See Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>.

FMA funding cannot be used as matching funds for another federal grant. Additionally, third-party in-kind matches used to meet the matching requirement may not be used to meet matching requirements for any other federal grant program.

Ultimately, the recipient is responsible for ensuring that it contributes the proper cost share to its actual project costs. If actual total project costs exceed the projected total project costs stated in the federal award, the recipient will not receive any additional federal funding and will be responsible for contributing additional funds above the required cost match. If actual total project costs are less than the projected total project costs stated in the federal award, the recipient will be responsible for contributing a cost match calculated as a percentage of those actual project costs.

More detailed information is provided in Part III, Section C: Cost Sharing, of the 2015 HMA Guidance, available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/103279>.

D. Application and Submission Information

1. Key Dates and Times

- a. *Application Start Date:*** **09/30/2022**
- b. *Application Submission Deadline:*** **01/27/2023 at 3:00:00 PM ET**

All applications **must** be received by the established deadline. Please note that FEMA deadlines listed in this NOFO refer to application deadlines for the applicants. Subapplicants should consult with their applicant agency to confirm subapplication deadlines to the applicant if applicable.

The FEMA Grants Outcomes (FEMA GO) system automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in Section D of this NOFO.

FEMA will not consider or review applications that are received after the deadline.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and no later than 3:00 PM ET on Wednesday, January 25, 2023. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: 48 hours prior to the application deadline and within 48 hours after the applicant became aware of the issue. FEMA may extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline.

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the

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FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8:00 AM – 6:00 PM Eastern Time (ET). For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the Centralized Scheduling and Information Desk (CSID) by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Other Key Dates

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering in FEMA GO	Four weeks before actual submission deadline
Submitting the final application in FEMA GO	By the submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Hard copies of the NOFO can be downloaded at [Grants.gov](https://grants.gov) or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, “DHS Awarding Agency Contact Information” or by TTY (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

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Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number from SAM.gov and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide a UEI number;
- c. Have an account with [login.gov](https://www.sam.gov);
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>;
- f. Submit the complete application in FEMA GO; and
- g. 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. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA 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.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining a UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

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For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

6. How to Register to Apply

a. *General Instructions:*

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a UEI number, an EIN, an active System for Award Management (SAM) registration and Grants.gov account to apply for grants.

b. *Obtain a UEI Number:*

All entities applying for funding, including renewal funding, prior to April 4, 2022, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to:

<https://sam.gov/content/home>

c. *Obtain Employer Identification Number*

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting: <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

d. *Create a login.gov account:*

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here:

https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to:

<https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

e. *Register with SAM:*

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All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to:

<https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/gsafsd> or call tollfree (866) 606-8220.

f. *Register in FEMA GO, Add the Organization to the System, and Establish the AOR:*

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

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Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

7. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D.10 of this NOFO, “Content and Form of Application Submission.” The Standard Forms (SF) may be accessed in the Forms tab under the [SF-424 family on Grants.gov](https://www.grants.gov/web/grants/forms/sf-424-family.html). Applicants should review these forms before applying to ensure they have all the information required. SFs do not need to be submitted additionally as attachments.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled “Content and Form of Application Submission” under Section D of this NOFO.

8. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on Wednesday, January 25, 2023. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

9. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via FEMA GO. They are automatically generated in FEMA GO; no additional attachment is needed. The Standard Forms (SF) are also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
 - **Construction under an award, submit SF-424C, Budget Information (Construction), in addition to or instead of SF-424A**
- **SF-424B, Standard Assurances (Non-Construction)**
 - **Construction under an award, submit SF-424D, Standard Assurances (Construction), in addition to or instead of SF-424B**

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- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D.13 of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available or contact the relevant FEMA staff identified in Section G of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

Generally, applicants have to submit either the non-construction forms (i.e., SF-424A and SF-424B) or construction forms (i.e., SF-424C and SF-424D), meaning that applicants that only have construction work and do not have any non-construction work need only submit the construction forms (i.e., SF-424C and SF-424D) and not the non-construction forms (i.e., SF-424A and SF-424B), and vice versa. However, applicants who have both construction and non-construction work under this program need to submit both the construction and non-construction forms.

b. *Program-Specific Required Forms and Information*

The following program-specific forms or information are required to be submitted in FEMA GO:

Applicants may require their subapplicants to complete and attach the grant application and/or Assurance and Certifications forms to their C&CB, Localized Flood Risk Reduction Project, and Individual Flood Mitigation Project subapplications in FEMA GO.

Subapplicants should contact their applicant agency for information specific to their state/territory/federally recognized tribal government’s application process. Contact information for the SHMOs is provided on the FEMA website at <https://www.fema.gov/state-hazard-mitigation-officers>.

All applicants must submit an FMA grant application via FEMA GO by the application deadline to be considered for funding. The required format for applications and subapplications is built into FEMA GO:

- FMA applications including C&CB (activities (Multi-Hazard Mitigation Plan Development under 42 U.S.C. 4104c(c)(3)(F), Technical Assistance to states (42 U.S.C. 4104c(c)(3)(J)), Project Scoping, All Other C&CB activities (including Partnership Development, Enhancing Local Floodplain Management, SRL/RL Strategy Plan Development, and other eligible C&CB activities under 42 U.S.C. 4104c(c)(3)(G), Localized Flood Risk Reduction Project, Individual Flood Mitigation Project, and Management Costs subapplications must be submitted in an FY 22 FMA application.
- Multi-Hazard Mitigation Plan Development activities must be submitted in a plan subapplication type.
- Project Scoping activities must be submitted in a project scoping application type.

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- Technical Assistance to states (42 U.S.C. 4104c(c)(3)(J) costs (for recipients to which FEMA obligated an FY 21 FMA award of at least \$1 million federal share) must be submitted in a technical assistance subapplication.
- All other C&CB activities must be submitted in a technical assistance subapplication;
- Localized Flood Risk Reduction Project and Individual Flood Mitigation Project must be submitted in a project subapplication.

Applicant Management Costs (for applicants only) must be submitted in a management costs subapplication.

I. MANAGEMENT COSTS

States are eligible to receive management costs consisting of a maximum of 10 percent of the planning and project activities awarded to the state, each fiscal year under FMA. These costs must be included in the application to FEMA. A federally recognized tribal government applying directly to FEMA is eligible for management costs consisting of a maximum of 10 percent of grants awarded for planning and project activities under the FMA program.

Subapplicants may include a maximum of 5 percent of the total funds requested for their subapplication for management costs to support the implementation of their planning or project activity. These costs must be included in the subapplication to the State.

For additional information, please refer to Section D.13.c Management Costs.

10. Other Submission Requirements

a. *Benefit-Cost Analysis (BCA) for Hazard Mitigation Projects*

Applicants and subapplicants applying for hazard mitigation projects (Localized Flood Risk Reduction Projects or Individual Flood Mitigation Projects) must provide a BCA or other documentation that validates cost-effectiveness. BCA is a method of estimating the future benefits of a project compared to its cost. The end result is a benefit-cost ratio (BCR), which is derived from a project's total benefits divided by its total project cost. The total benefits and costs must be entered in the Cost-Effectiveness section of the project subapplication, and a FEMA-approved BCA must be attached as documentation, as applicable. C&CB activities (Multi-Hazard Mitigation Plans, Technical Assistance to states, Project Scoping, Additional C&CB Activities [Partnership Development, Enhancing Local Floodplain Management, SRL/RL Strategy Plan Development, and other eligible C&CB activities under 42 U.S.C. 4104c(c)(3)(G)]), and management costs subapplications do not require a BCA.

Structure acquisitions and elevations located in the Special Flood Hazard Area (SFHA) may use pre-calculated benefits to determine cost effectiveness. The updated values for use of pre-calculated benefits to determine cost effectiveness of elevations and acquisitions in the SFHA are: \$323,000 per structure for acquisitions and \$205,000 per structure for Elevations (and Mitigation Reconstruction). More detailed information about pre-calculated benefits and how they can be used is available on the FEMA website at https://www.fema.gov/sites/default/files/documents/fema_acquisition-elevation-precalculated-benefits-memo_092021.pdf.

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Additionally, FEMA has determined that the acquisition of a structure designated as RL or SRL, regardless of location within or outside of the SFHA, with total project costs less than or equal to \$323,000 is considered cost-effective. As such, FEMA has expanded the use of pre-calculated benefits to include acquisition projects of RL and SRL properties outside the SFHA with a project cost less than or equal to the existing calculated threshold of \$323,000. More detailed information is available on the FEMA website at <https://www.fema.gov/grants/guidance-tools/benefit-cost-analysis>.

FEMA has created software to ensure that the BCR is calculated in accordance with FEMA's standardized methodologies and OMB Circular A-94. FEMA's Benefit Cost Toolkit is available on the FEMA website at <https://www.fema.gov/benefit-cost-analysis>. Version 6.0 or newer are the only versions FEMA will accept as documentation for demonstrating cost-effectiveness. A non-FEMA BCA methodology may only be used if pre-approved by FEMA in writing.

Applicants and subapplicants should place careful consideration on how their work would potentially impact disadvantaged communities and minimize negative impacts to any disadvantaged populations. FEMA will work to ensure that at least 40 percent of the benefits go towards disadvantaged communities, in accordance with the Administration's Justice40 Initiative as referenced in [EO 14008](https://www.fema.gov/eo-14008).

FEMA will review flood mitigation project subapplications during the pre-award process that are competitive and otherwise eligible for selection where communities with very high CDC SVI greater than 0.8 or a federally recognized Tribal government is unable to calculate a BCR to demonstrate cost-effectiveness. In these cases, FEMA may assist such communities with developing a BCA. FEMA will release additional guidance for this approach for communities that may qualify for this consideration. In no case will FEMA award a hazard mitigation project that is not cost-effective. For more information, visit the BCA webpage at <https://www.fema.gov/benefit-cost-analysis>.

b. *Acquisition Project Requirements*

The subrecipient must provide FEMA with a signed copy of the Statement of Voluntary Participation for each property post-award. The Statement of Voluntary Participation formally documents the Notice of Voluntary Interest and information related to the purchase offer. The Statement of Voluntary Participation is available on the FEMA website at https://www.fema.gov/sites/default/files/documents/fema_form-ff-206-fy-21-124.pdf.

Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with the conservation of natural floodplain functions, as agreed to by accepting FEMA mitigation award funding. Deed-restriction language is applied to acquired properties by recording the open space and deed restrictions. The FEMA Model Deed Restriction is available at https://www.fema.gov/sites/default/files/2020-08/fema_model-deed-restriction.pdf. Subrecipients, as well as recipients and FEMA are responsible for enforcing compliance with open space restrictions pursuant to 44 CFR Part 80 requirements.

c. *Go/No-Go Milestones*

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The subapplicant, in coordination with the applicant, must identify at least one or more Go/No-Go milestones in the work schedule for hazard mitigation projects. A Go/No-Go milestone is a major milestone in the project that if not completed on time may result in a cancellation of the subaward. Progress towards meeting the Go/No-Go milestones must be reported in the quarterly progress reports submitted to the recipient and FEMA. At these Go/No-Go milestones, FEMA will evaluate project performance, schedule adherence, and contribution to FEMA's program goals and objectives.

d. *National Environmental Policy Act Requirement for Hazard Mitigation Projects*

Applicants and subapplicants applying for hazard mitigation projects (Localized Flood Risk Reduction Project and/or Individual Flood Mitigation Project) must provide information needed to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321–4370h) and the related DHS and FEMA instructions and directives (i.e., DHS Directive 023-01,⁶ DHS Instruction Manual 023-01-001-01,⁷ FEMA Directive 108-1,⁸ and FEMA Instruction 108-1-1,⁹ which can be accessed at <https://www.fema.gov/emergency-managers/practitioners/environmental-historic/laws/ehp-directive-instruction>). The required information is included in the subapplication in FEMA GO. Environmental Planning and Historic Preservation (EHP) Job Aids and Supplements are available on the FEMA website at <https://www.fema.gov/grants/guidance-tools/environmental-historic>. The required information is included in the subapplication in FEMA GO.

11. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (See <https://www.archives.gov/federal-register/codification/executive-order/12372.html>; <https://www.whitehouse.gov/wp-content/uploads/2020/04/SPOC-4-13-20.pdf>).

12. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

⁶ DHS Directive 023-01 is titled Implementation of the National Environmental Policy Act.

⁷ DHS Instruction Manual 023-01-001-01 is titled Implementation of the National Environmental Policy Act (NEPA).

⁸ FEMA Directive 108-1 is titled Environmental Planning and Historic Preservation Responsibilities and Program Requirements.

⁹ FEMA Instruction 108-1-1 is titled Instruction on Implementation of the Environmental Planning and Historic Preservation Responsibilities and Program Requirements.

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment and federal procurement requirements, please reference 2 C.F.R. Part 200, available at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

More detailed information is available in Part III, E.1, Eligible Activities, of the HMA Guidance, available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/103279>.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [FEMA Policy 405-143-1: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#).

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Additional guidance is available [Contract Provisions Guide: Navigating Appendix II to Part200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#)

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. 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);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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 People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Pre-award costs directly related to developing the FMA grant application or subapplication that are incurred prior to the date of the grant award are allowed subject to FEMA approval at time of award. Such costs may have been incurred prior to application submission, for example gathering NEPA data or developing a BCA (see Section D, Application and Submission Information), preparing design specifications, or conducting workshops or meetings related to

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development and submission of subapplications. To be eligible for FMA funding, pre-award costs must be identified in the individual line item in the cost estimate of the subapplication.

Pre-award costs may be cost shared or applicants and subapplicants may identify them as their non-federal cost share (see Section C, Eligibility Information, Cost Share or Match).

Costs associated with implementation of proposed projects in the submitted grant application or subapplication that are incurred prior to the date of the grant award are not allowed. Activities initiated or completed prior to the date of the grant award are generally not eligible.

If any pre-award activities related to developing an FMA grant application or subapplication result in ground disturbance, the applicant or subapplicant must comply with all applicable federal, state, and local laws and regulations, and obtain any applicable environmental permits and clearances. The applicant or subapplicant must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, work will immediately cease, and the appropriate state authority will be notified.

Applicants and subapplicants who are not awarded awards or subawards will not receive reimbursement for the corresponding pre-award costs.

c. *Management Costs*

In addition to funding received as described in Section B.1, Available Funding for the NOFO, applicants and subapplicants are eligible to receive management costs (direct and indirect administrative costs pursuant to 2 C.F.R. Part 200, Subpart E).

Subapplicants may submit up to 5 percent of the total budget of the subapplication for management costs. The total budget refers to the sum of non-federal and federal shares of the proposed subapplication. Subapplicants must use subapplicant management costs to manage their subaward activities. Subapplicant management costs will not exceed 5 percent of the total subapplication budget. Subapplicant management cost activities must be added to the Scope of Work section and identified in the Cost Estimate section of subapplications in FEMA GO.

Applicants may submit up to 10 percent of the application budget (with the total budget including subapplicant management costs) for applicants to administer and manage award and subaward activities. Applicant requests for management costs must be submitted in a separate management costs subapplication in FEMA GO (see Section D, Application and Submission Information, Content and Form of Application Submission).

The subapplicant management costs (up to 5 percent) must be added to the subapplication total budget prior to the calculation of the applicant management costs (up to 10 percent). Applicant management costs will not exceed 10 percent of the total application budget.

If the applicant is also implementing the award as the subapplicant, the applicant is allowed to claim subapplicant (up to 5 percent) and applicant management costs (up to 10 percent). Uses of the applicant management costs must be distinct from subapplicant management costs and must adhere to the stated uses, even if being used by the same entity. The total management costs still will not exceed 15 percent of the total award. Management costs are governed by 44 C.F.R. Part 77. Management costs are any indirect costs, any direct administrative costs, and

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other administrative expenses that are reasonably incurred in administering an award or subaward. Eligible applicant or subapplicant management cost activities may include:

- Solicitation, review, and processing of subapplications and subawards
- Subapplication development and technical assistance to subapplicants regarding feasibility and effectiveness and BCA
- Geocoding hazard mitigation projects identified for further review by FEMA
- Delivery of technical assistance (e.g., plan reviews, planning workshops, training) to support the implementation of hazard mitigation activities
- Managing awards (e.g., quarterly reporting for mitigation projects, closeout)
- Technical monitoring (e.g., site visits, technical meetings)
- Purchase of equipment, per diem and travel expenses, and professional development that is directly related to the implementation of HMA programs
- Staff salary costs directly related to performing the activities listed above

I. INDIRECT FACILITIES & ADMINISTRATIVE (F&A COSTS)

Indirect costs of administering the FMA program are eligible as part of the 10 percent management costs for the recipient or the 5 percent management costs of the subrecipient, but in no case do they make the recipient eligible for additional management costs that exceed the statutory caps. In addition, all costs must be in accordance with the provisions of 2 C.F.R. parts 200 and 3002.

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the Grants Management Specialist for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the Grants Management Specialist for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

Subapplicants are not required to submit negotiated indirect cost rate agreements or proposals directly to FEMA, but they may need to submit them to the applicable applicants per 2 C.F.R. § 200.332.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

FEMA will review subapplications submitted by each applicant to ensure:

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- Eligibility of the applicant and subapplicant;
- Eligibility of proposed activities and costs;
- Completeness of the subapplication;
- Cost-effectiveness and engineering feasibility of hazard mitigation projects; or expected savings to the NFIF from expected avoided damages through acquisition or relocation activity;
- Eligibility and availability of non-federal cost share;
- Consistency with approved State Mitigation Plan and Local and/or Tribal Hazard Mitigation Plan;
- Conformance with all applicable federal, state, tribal and local environmental and historic preservation laws and regulations;
- Proposed project will solve a problem independently, or constitute a functional portion of a long-term solution where there is assurance that the project as a whole will be completed; and
- Requested funds do not duplicate benefits available from another source for the same purpose or assistance that another federal agency or program has more primary authority to provide.

Subapplicants are exempt from the hazard mitigation plan requirement for the following C&CB activity types: hazard mitigation plan development and hazard mitigation plan updates. A hazard mitigation plan is required for all other C&CB activity subapplications.

For more detailed information, see Part VI, Application Review Information, of the HMA Guidance, available on the FEMA website at <https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance>.

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred.

FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- i. Financial stability.
- ii. Quality of management systems and ability to meet management standards.
- iii. History of performance in managing federal award.
- iv. Reports and findings from audits.
- v. Ability to effectively implement statutory, regulatory, or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

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- i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, predecessors¹⁰, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the [Federal Awardee Performance](#) (FAPIS).
- ii. An applicant, at its option, may review information in FAPIS and comment on any information about itself that a federal awarding agency previously entered.
- iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIS, 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 2 C.F.R. § 200.206.

2. Review and Selection Process

a. Selection Order

FEMA will select subapplications up to the available funding amount of \$800 million in the following order.

I. CAPABILITY AND CAPACITY BUILDING (C&CB) – UP TO \$60 MILLION

a) C&CB ACTIVITIES

i. Multi-Hazard Mitigation Plans under 42 U.S.C. 4104c(c)(3)(F)

FEMA will select the highest ranked eligible subapplication(s) for the development or update of a Multi-Hazard Mitigation Plan of \$100,000 per applicant for hazard mitigation planning with maximums of \$50,000 for state multi-hazard mitigation plans and \$25,000 for local multi-hazard mitigation plans federal cost share. Multi-Hazard Mitigation Plan subapplications will be evaluated to ensure that the end result will provide benefits to the NFIP.

ii. Technical Assistance to states (42 U.S.C. 4104c(c)(3)(J))

FEMA will award \$50,000 to each applicant that meets the eligibility criteria for this funding. Technical Assistance to states funding is provided to maintain a viable FMA program over time. To be eligible to receive this funding, the applicant must have received an FY 21 FMA award of at least \$1 million federal share.

iii. Project Scoping

FEMA will select the highest ranked eligible subapplication(s) for Project Scoping from each applicant not to exceed \$900,000 total federal cost share. Project Scoping can be used to obtain data and to prioritize, select, and develop Localized Flood Risk Reduction Projects and/or Individual Flood Mitigation Projects for future funding based on current FEMA-approved mitigation plans. Project Scoping subapplications will be evaluated to ensure that the end result will lead to an eligible project subapplication that will provide benefits to the NFIP.

¹⁰ As defined in 2 C.F.R. Part 25, specifically § 25.447: Predecessor means a non-federal entity that is replaced by a successor and includes any predecessors of the predecessor.

Consideration of Project Scoping early in the decision-making process can help facilitate the development of a viable project, as well as project implementation. FY 22 Project Scoping projects are not eligible for FY 22 Localized Flood Risk Reduction Project or Individual Flood Mitigation Project funding. There is no guarantee for future HMA project funding if Project Scoping is awarded.

All Project Scoping subapplications must prove that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating the estimated area benefitting from the project. If a proposed benefitting area map is not provided, FEMA will default to the subapplicant jurisdiction to determine NFIP benefits and CDC SVI for prioritization.

iv. **Additional C&CB Activities**

Other Capability and Capacity Building (C&CB) activities, which enhance the knowledge, skills, expertise, etc., of the current workforce to expand or improve the administration of flood mitigation assistance. This includes activities in the following sub-categories: Partnership Development, Enhancing Local Floodplain Management, SRL/RL Strategy Plan Development, and other eligible C&CB activities under 42 U.S.C. 4104c(c)(3)(G). For more information about available assistance through the FMA grant program, including eligibility and how to submit various project types in FEMA's Grant Outcomes System (FEMA GO), refer to FMA program support materials accessible at <https://www.fema.gov/grants/mitigation/>.

Additional C&CB Activity subapplications will not exceed \$300,000 total federal cost share. Please note, Multi-Hazard Mitigation Planning, Technical Assistance to states and Project Scoping subapplications have different project caps indicated above.

All Additional C&CB Activity subapplications must prove that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating the estimated area benefitting from the project. If a proposed benefitting area map is not provided, FEMA will default to the subapplicant jurisdiction to determine NFIP benefits and CDC SVI for prioritization.

b) **C&CB PRIORITIZATION**

All eligible Multi-Hazard Mitigation Planning and Technical Assistance to states subapplications will be funded based on eligibility.

FEMA will then select the remaining highest ranked eligible C&CB subapplication(s) from each applicant according to the following hierarchical order: Project Scoping and then Additional C&CB Activities (Partnership Development; Enhancing Local Floodplain Management; SRL/RL Strategy Plan Development; and other eligible C&CB activities under 42 U.S.C. 4104c(c)(3)(G).

All Project Scoping and Additional C&CB Activity subapplications submitted for C&CB funding will be scored and selected based on the priorities in the following table, as needed:

<p>Final Priority Scoring Criteria for Capability and Capacity Building (C&CB)</p>

Priority	Description	Available Points
CDC Social Vulnerability Index (SVI) and NFIP Properties	<p>The average SVI of all census tracts included in a benefitting area will determine the project's SVI. The benefitting area maps are used to determine which census tracts will be considered for assessment of these points. Points will be assessed as follows:</p> <ul style="list-style-type: none"> • Projects that benefit area(s) with average SVI score of greater than or equal to 0.8 are eligible for this point priority will receive 10 points. • Projects that benefit area(s) with average SVI score of greater than or equal to 0.6, and less than 0.8 are eligible for this point priority will receive 5 points. • Projects where the average SVI benefit area less than 0.6 will not receive points in this category. 	Up to 10
National Violation Tracker (NVT)	<p>Points are assessed for communities in good standing in the NFIP, which is determined by number of floodplain management property violations identified in NVT. Communities will receive points if they do not have any outstanding violations.</p>	3
Community Rating System (CRS) Participation	<p>The CRS recognizes and encourages community floodplain-management activities that exceed the minimum National Flood Insurance Program standards. Depending on the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%.</p>	3
Private-Partnership Cost Share	<p>Cost share contributed by private organizations/businesses. Points will be assigned based on percentage of private cost share invested in the non-federal match. Points will be assessed as follows:</p> <ul style="list-style-type: none"> • Equal to or greater than 51%, applicants will receive 2 points. • Between 25% and 50%, applicants will receive 1 point. 	Up to 2
Cooperating Technical Assistance Partners Program (CTP) Participation	<p>The CTP is a qualified partnership program in which communities commit to collaborate in maintaining up-to-date flood hazard maps and other flood hazard information. Points will be assigned to CTP participating communities.</p>	2

In case of a tie, FEMA will use the highest CDC SVI for the project benefitting area as a tiebreaker for projects.

All C&CB activities will be evaluated to ensure that the end result will provide benefits to the NFIP. C&CB activities must result in a resource, strategy, or tangible mitigation product that will reduce or eliminate risk and damage from future flooding, increase resilience, and promote a culture of preparedness.

After meeting the **\$60 million** available for C&CB activities, or when all eligible C&CB activity subapplications have been selected, FEMA will select eligible subapplications for the remaining funds in the following order.

II. LOCALIZED FLOOD RISK REDUCTION PROJECT – UP TO \$340 MILLION

FEMA will then select the highest scoring eligible Localized Flood Risk Reduction Project subapplication(s) based on the FEMA scoring criteria (see below). In the event of a tie between two or more Localized Flood Risk Reduction Project subapplications, FEMA will use the highest CDC SVI for the project benefitting area as a tiebreaker for projects. Each subapplication shall not exceed **\$50 million** federal cost share.

FEMA will convene an internal review panel to ensure that projects will provide benefits to the NFIP, in accordance with 44 C.F.R. Part 77 and the 2015 HMA Guidance. The Localized Flood Risk Reduction Project review panel will include experts from across FEMA to broaden understanding of project benefits. Panelists will consider Localized Flood Risk Reduction Project subapplications holistically to determine if the projects will provide benefits to the NFIP, including but not limited to, the context of the project scale, community scale, transformative mitigation potential, and alignment with the Administration's Justice40 Initiative.

All Localized Flood Risk Reduction Project subapplications must include the following elements:

- Prove that the proposed project benefits NFIP insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating:
 - The proposed project footprint boundary,
 - Area benefitting from project, and
 - Active NFIP policies (if data available).

Eligible activities must benefit NFIP insured properties. Examples include, but are not limited to:

- Localized flood control
- Floodwater storage and diversion
- Floodplain and stream restoration
- Stormwater management
- Wetland restoration/creation

Subapplications submitted for the Localized Flood Risk Reduction Project funding will be scored and selected based on the priorities in the following table, as needed:

Final Priority Scoring Criteria for Localized Flood Risk Reduction Project		
Priority	Description	Available Points
NFIP Policy Holder	Points will be assessed for every NFIP policy that is active as of the FMA application start date (Section D, Application and Submission Information, Key Dates and Times) and is verified within the benefitting area of the project.	2 points per NFIP Policy, up to 250 points
CDC Social Vulnerability Index (SVI)	<p>The average SVI of all census tracts included in a benefitting area will determine the project's SVI. The benefitting area maps are used to determine which census tracts will be considered for assessment of these points. Points will be assessed as follows:</p> <ul style="list-style-type: none"> • Projects that benefit area(s) with average SVI score of greater than or equal to 0.8 are eligible for this point priority will receive 200 points. • Projects that benefit area(s) with average SVI score of greater than or equal to 0.6, and less than 0.8 are eligible for this point priority will receive 150 points. • Projects where the average SVI benefit area less than 0.6 will not receive points in this category. 	Up to 200
Consideration for Climate Change ¹¹ and Other Future Conditions	Projects that describe how the project will enhance climate adaptation and resilience, detail how the project is being responsive to the effects of climate change (such as sea level rise ¹² , increased rainfall, increased likelihood of flash flood due to wildfire, etc.) and/or other future conditions (population/demographic/land use, etc.), and cites data sources, assumptions, and models.	100

¹¹ Climate change is defined as "Changes in average weather conditions that persist over multiple decades or longer. Climate change encompasses both increases and decreases in temperature, as well as shifts in precipitation, changing risk of certain types of severe weather events, and changes to other features of the climate system." (Fourth National Climate Assessment)

¹² Applicants and subapplicants may use any valid source that is based on recognized sea level rise estimation methods for sea level rise. Several federal government sources are available for relative sea level rise data along coastal areas. Some of these sources include, but are not limited to National Oceanic and Atmospheric Administration Center for Operational Oceanographic Products and Services' Mean Annual SLR Trend Data (<https://tidesandcurrents.noaa.gov/sltrends/sltrends.html>) and U.S. Army Corps of Engineers Sea-Level Change Curve Calculator (Version 2021.12) (https://cwbi-app.sec.usace.army.mil/rccslc/slcc_calc.html)

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Incorporation of Nature-Based Solutions	Projects that incorporate nature-based solutions ¹³ .	100
Severe Repetitive Loss (SRL) and Repetitive Loss (RL) Properties	Points are assessed for SRL and/or RL structure verified within the benefitting area of the project.	5 points per RL and 10 points per SRL, up to 100 points
Private-Partnership Cost Share	Cost share contributed by private organizations/businesses. Points will be assigned based on percentage of private cost share invest in the non-federal match. Points will be assessed as follows: <ul style="list-style-type: none"> • Equal to or greater than 51%, applicants will receive 100 points. • Between 25% and 50%, applicants will receive 50 points. 	Up to 100
National Violation Tracker (NVT)	Points are assessed for communities in good standing in the NFIP determined by number of floodplain management property violations identified in the NVT for the community. Communities will receive points if they do not have any outstanding violations.	50
Community Rating System (CRS) Participation	The CRS recognizes and encourages community floodplain-management activities that exceed the minimum National Flood Insurance Program standards. Depending on the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%.	50
Cooperating Technical Assistance Partners Program (CTP) Participation	The CTP is a qualified partnership program in which communities commit to collaborate in maintaining up-to-date flood hazard maps and other flood hazard information. Points will be assigned to CTP participating communities.	30

¹³ For more information on nature-based solutions, please reference [Building Community Resilience with Nature-Based Solutions: A Guide for Local Communities](#).

FEMA Generated Projects or Other Federal Grant Award	Application generated from a previous ¹⁴ FEMA HMA Project Scoping award or any other federal grant award, or the subapplicant is a past recipient of Building Resilient Infrastructure and Communities (BRIC) non-financial Direct Technical Assistance.	20
Implementation Measures	The subapplication adequately describes how the costs and schedule will be managed, how the project will be successfully implemented, and how innovative techniques to facilitate implementation will be incorporated. The project's scope of work identifies sufficient technical and managerial staff and resources to successfully implement this project. The subapplication should describe whether and how the project will incorporate strong labor standards to ensure high-quality work, avert disruptive and costly delays, and promote efficiency. For example, strong labor standards include use of project labor agreements (PLAs), requiring workers to be paid wages at or above the prevailing rate, use of local hire provisions, using a directly employed workforce (as opposed to a subcontracted workforce), use of an appropriately skilled workforce, e.g., through Registered Apprenticeships or other joint labor-management training programs that serve all workers, particularly those underrepresented or historically excluded); and use of an appropriately credentialed workforce (i.e., satisfying requirements for appropriate and relevant pre-existing occupational training, certification, and licensure).	40

After meeting the **\$340 million** available for Localized Flood Risk Reduction Projects or when all eligible Localized Flood Risk Reduction Project subapplications have been selected, FEMA will select eligible subapplications for the remaining funds in the following order.

III. INDIVIDUAL FLOOD MITIGATION PROJECT – UP TO \$400 MILLION

FEMA will then select the highest scoring eligible Individual Flood Mitigation Project subapplication(s) based on the FEMA scoring criteria (see below).

¹⁴ To receive the points for an application being generated from an HMA Project Scoping award or any other federal grant award please answer “Yes” to the question in FEMA GO that asks “Was this created from a previous FEMA HMA Project Scoping award?” and attach a PDF of the award letter to the application and provide the name of the attached file in the free text field that asks “If yes, please provide the project identifier.”

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Please note, as stated in Section C.3 Other Eligibility Criteria, all non-critical structure elevation, dry floodproofing, and mitigation reconstruction projects in an SFHA must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. All other types of projects are strongly encouraged to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach.

For critical actions in the SFHA, the elevation requirements from 44 C.F.R. § 9.11 continue to apply. For any new construction or substantial improvement of structures, the lowest floor of the structure (including the basement) must be at or above the level of the 500-year flood.¹⁵

FEMA will select eligible Individual Flood Mitigation Project subapplications on a competitive basis in the following prioritized order:

- a. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet the definition in 42 U.S.C. § 4104c(h)(3)(B)(ii) of an SRL property: At least two separate NFIP claim payments have been made with the cumulative amount of such claims exceeding the market value of the insured structure.
- b. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet the definition of a RL property: have incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event.
- c. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet the definition in 42 U.S.C. § 4104c(h)(3)(B)(i) of an SRL property: four or more separate NFIP claims payments have been made with the amount of each claim exceeding \$5,000, and with the cumulative amount of claims payments exceeding \$20,000.

FEMA may rank subapplications lower where the average elevation federal cost share is greater than \$250,000 for all single dwelling units or the average acquisition federal cost share is greater than \$750,000 for all single dwelling units.

FEMA will prioritize properties from subapplications if the building value of a single-family dwelling is less than \$750,000, according to best available data, to ensure maximization of the number of NFIP-insured properties selected for mitigation projects in accordance with 44 C.F.R. § 77.4(a). To determine the building value of a single-family dwelling, homeowners can refer to the Replacement Cost Value (RCV)¹⁶ documented in the most recent claim. If no RCV is provided, then homeowners can refer to the Actual Cash Value (ACV)¹⁷ as documented on the most recent claim. If an RCV or ACV for the structure is not available or includes errors, FEMA will evaluate properties on a case-by-case basis for removal from the subapplication.

¹⁵ In accordance with Section 2(a)(1) of Executive Order (EO) 11988, as amended by EO 13690, before taking an action, FEMA must determine whether a proposed action will occur in a floodplain.

¹⁶ The cost to replace property with the same kind of material and construction without deduction for depreciation.

¹⁷ The cost to replace an insured item of property at the time of loss, less the value of its physical depreciation.

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If the structure does not have an RCV, then FEMA will consider the Actual Cash Value (ACV) of the structure, as listed on the most current claim of the property. If the structure has neither RCV nor ACV, FEMA will consider the assessed market value.

If available funding requires prioritization within one of the above priorities, FEMA will apply the “Final Priority Scoring Criteria for Individual Mitigation Project” below. FEMA may reconsider Single-family dwellings that are not selected.

IV. FEMA WILL SELECT REMAINING ELIGIBLE SUBAPPLICATIONS ONCE ALL ABOVE PRIORITIES ARE MET BASED ON BENEFITS TO THE NFIP.

Applicants must ensure that accurate NFIP policy numbers and RL numbers are included in all subapplications to be eligible to be selected for the above priorities. After FEMA selects all subapplications in prioritized order (a) through (c) above, FEMA will use the scoring criteria below to determine the selection order for the remaining subapplications. The subapplications will be selected based on cumulative score, from highest to lowest.

Final Priority Scoring Criteria for Individual Flood Mitigation Project		
Priority	Description	Available Points
Substantial Damage ¹⁸	The subapplication includes structures that were determined Substantial Damage by the community within five (5) years of the Application Submission Deadline and a verification letter is included in the subapplication.	10 points per Substantial Damage structure
CDC Social Vulnerability Index (SVI)	<p>The average SVI of all census tracts included in a benefitting area will determine the project’s SVI. The benefitting area maps are used to determine which census tracts will be considered for assessment of these points. Points will be assessed as follows:</p> <ul style="list-style-type: none"> • Projects that benefit area(s) with average SVI score of greater than or equal to 0.8 are eligible for this point priority will receive 60 points. • Projects that benefit area(s) with average SVI score of greater than or equal to 0.6, and less than 0.8 are eligible for this point priority will receive 30 points. 	Up to 60

¹⁸ Damage of any origin sustained by a building whereby the cost of restoring the building to its before-damaged condition would equal or exceed 50 percent of the market value of the building before the damage occurred. (Hazard Mitigation Assistance Guidance, 2015)

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	<ul style="list-style-type: none"> Projects where the average SVI benefit area less than 0.6 will not receive points in this category. 	
Severe Repetitive Loss (SRL)/Repetitive Loss (RL) Property	<p>If greater than 35% of properties in the subapplication are SRL or RL, then 40 points will be assigned.</p> <p>If 25 - 35% of properties in the subapplication are SRL or RL, then 10 points will be assigned.</p>	Up to 40
Implementation Measures	<p>The subapplication adequately describes how the costs and schedule will be managed, how the project will be successfully implemented, and how innovative techniques to facilitate implementation will be incorporated. The project's scope of work identifies sufficient technical and managerial staff and resources to successfully implement this project. The subapplication should describe whether and how the project will incorporate strong labor standards to ensure high-quality work, avert disruptive and costly delays, and promote efficiency. For example, strong labor standards include use of project labor agreements (PLAs), requiring workers to be paid wages at or above the prevailing rate, use of local hire provisions, using a directly employed workforce (as opposed to a subcontracted workforce), use of an appropriately skilled workforce, e.g., through Registered Apprenticeships or other joint labor-management training programs that serve all workers, particularly those underrepresented or historically excluded); and use of an appropriately credentialed workforce (i.e., satisfying requirements for appropriate and relevant pre-existing occupational training, certification, and licensure).</p>	10

FEMA may select a subapplication out of priority order based on one or more of the following factors:

- Availability of funding
- Duplication of subapplications
- Program priorities and policy factors
- Other pertinent information

b. *Selection Status*

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After FEMA has completed its review of all subapplications across Capability and Capacity Building (C&CB), Localized Flood Risk Reduction Project, and Individual Flood Mitigation Project, FEMA will assign each of them one of the following three statuses:

- **Identified for Further Review (IFFR)** – Applicants with C&CB, Localized Flood Risk Reduction Project, and/or Individual Flood Mitigation Project subapplication(s) that are Identified for Further Review that submitted a management costs subapplication in their FMA grant application (see Section D, Application and Submission Information, Content and Form of Application Submission) are eligible to receive applicant management costs not to exceed 10 percent of the selected C&CB and project subapplications.
- **Not Selected** – This means the subapplication is eligible but was not selected due to a lack of available funding under the applicable subtotals.
- **Does Not Meet HMA Requirements** – This means the subapplication is eligible but does not satisfy the eligibility or completeness requirements outlined in the statute, policy, or Section C.3.

c. *Request for Reconsideration*

At its discretion, and at the request of the applicant or subapplicant (through the applicant), FEMA may reconsider a decision regarding any subapplication that is Not Selected or Does Not Meet HMA Requirements only where there is an indication of substantive technical or procedural error that may have influenced FEMA's decision. There will be no reconsideration regarding the amount of planning subapplications, applicant management costs, or Technical Assistance costs. Applicants must send requests for reconsideration based on technical or procedural error to the FEMA Regional Office within 60 days of the posting of subapplication status. Subapplicants should contact their applicant agency regarding reconsideration requests, so that the applicant may submit it to the FEMA Regional Office on their behalf. Contact information for each SHMO is provided at [State Hazard Mitigation Officers | FEMA.gov](https://www.fema.gov/state-hazard-mitigation-officers).

The FEMA Regional Office will review reconsideration requests received from applicants and submit the Regional recommendation to FEMA Headquarters. FEMA Headquarters will make a final determination to overturn or uphold the original decision and send the response to the applicant.

Prior to making an award, FEMA will evaluate applicants to determine the level of risk when there is a history of failure to comply with general or specific terms and conditions of a federal award or failure to meet the expected performance goals. If FEMA determines that a federal award will be made, special conditions that correspond to the degree of risk assessed may be applied to the award, as specified in Part VI, Section B: Risk Assessment Prior to PDM and FMA award, of the 2015 HMA Guidance, available on the FEMA website at <https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance>.

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F. Federal Award Administration Information

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligor Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

When FEMA obligates funds for a grant to an applicant, the applicant and subapplicant are denoted as recipient and subrecipient, respectively. The recipient and subrecipient agree to abide by the grant award terms and conditions as set forth in the Articles of Agreement provided in the award package. Recipients must accept all conditions in this NOFO as well as any Special Terms and Conditions.

FEMA or DHS may initiate a formal evaluation of programs, projects, or activities supported by this grant. By accepting grant funds, recipients agree to participate in the evaluation, which may include analysis of individuals who benefit from the grant (such as property owners), and providing access to program operating personnel and participants, as specified by the evaluator(s), including after the POP.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#).

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The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on civil rights provisions is available at <https://www.fema.gov/about/offices/equal-rights/civil-rights>.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related Financial Risk](#) and [FEMA Policy #206-21-0003, Partial Implementation of the Federal Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\)](#).

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project

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description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](#), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders. Individual FEMA programs have separate procedures to conduct and document EHP review. Guidance for individual grant programs is available from applicable program offices.

Presidential EO 11988 and EO 11990: Protection of Wetlands require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an 8-step review process if a proposed action is located in a floodplain or wetland consistent.

The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Through this NOFO, FEMA is giving notice of projects that may be funded under the FMA program, consistent with the requirements of Section 9.8. The public is invited to participate in the process of identifying alternatives to locating a proposed project in the floodplain or wetland and analyzing the impacts of the alternatives on the floodplain or wetland. Comments may be provided by emailing ehphelpline@fema.dhs.gov within 15 days of its issuance. While analyzing alternatives, FEMA may determine there are no practicable alternatives to carrying out the proposed work within the floodplain or wetland. Relocating facilities may not be practicable and would adversely impact affected communities socially and economically.

In addition, no alternative actions may be practicable that serve the same purpose and have less potential to affect or be affected by the floodplain. The no action option would not be appropriate as it would fail to meet the purpose and need of the community. In the course of developing project proposals, subsequent public notices will be published, if necessary, as more specific information becomes available.

d. *Construction Project Requirements*

Acceptance of federal funding requires FEMA, the recipient, and any subrecipients to comply with all federal, state, and local laws and regulations prior to the start of any construction

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activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. Also:

- Any change to the approved scope of work will require re-evaluation by FEMA for recipient and subrecipient compliance with the NEPA and other laws and Executive Orders.
- If ground-disturbing activities occur during construction, the recipient and any subrecipients must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the subrecipient will immediately cease construction in that area and notify the recipient and FEMA.
 - All mitigation projects must be in in conformance with flood insurance requirements. This means that if the project is located in a SFHA: (a) the project must be in a jurisdiction participating in the NFIP; and (b) the property owner(s) must obtain and maintain flood insurance for the life of the structure, regardless of transfer of ownership, in an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the mitigated property, whichever is less.

3. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

a. *Financial Reporting Requirements*

I. FEDERAL FINANCIAL REPORT (FFR)

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA.

Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>

Recipients must file the FFR electronically using FEMA GO.

II. FFR REPORTING PERIODS AND DUE DATES

An FFR must be submitted quarterly throughout the POP, including partial calendar quarters, as well as in periods where no grant award activity occurs. The final FFR is due within 120 calendar days after the end of the POP. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

Except for the final FFR due at 120 days after the end of the POP for purposes of closeout, the following reporting periods and due dates apply for the FFR:

Reporting Period	Report Due Date
October 1 – December 31	January 30

January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30

b. *Programmatic Performance Reporting Requirements*

I. PERFORMANCE PROGRESS REPORT (PPR)

In addition to the FFR reports, Recipients must report on the progress of the grant on a quarterly basis to DHS/FEMA using the Quarterly Progress Report in FEMA GO. The Quarterly Performance Reports must be submitted electronically in FEMA GO throughout the period of performance, even for periods where no grant Award activity occurs. Reports are due within 30 days from the end of the first federal quarter following the initial grant Award and within 30 days after every subsequent quarter until the grant ends.

c. *Closeout Reporting Requirements*

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable.
- ii. The final FFR (SF-425).
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
- iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.
- v. An inventory of all construction projects that used funds from this program.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

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The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe.

FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. *Additional Reporting Requirements*

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or

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- iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10,000,000 for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at <https://www.gao.gov/yellowbook/overview>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

IV. COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT

Absent a waiver, an award made after May 14, 2022, under this program that will be used for infrastructure must comply with the Build America, Buy America Act (BABAA) (Pub. L. 117-58 § 70901-52). BABAA provides that none of the funds provided under an award made pursuant to this notice may be used for a project unless all iron, steel, manufactured products, and construction materials are produced in the United States. Further guidance and implementation requirements are forthcoming before January 1, 2023. Recipients can find more information on Build America, Buy America Act requirements and waivers at <https://www.fema.gov/grants/policy-guidance/buy-america>

V. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program.

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Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives.

Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to assess progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to 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.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

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By accepting the award, all recipients agree to participate in monitoring or an evaluation of this grant, which may include analysis of the impact and providing access to program operating personnel and participants, as specified by the evaluator(s). FEMA, through the FMA program, encourages investments to protect communities and infrastructure. As part of performance evaluation and monitoring efforts, FEMA will conduct a series of grant effectiveness and cost-effectiveness case studies jointly with FMA recipients to highlight how recipients and subrecipients have used the FMA funds to increase resilience from natural hazards in their jurisdiction.

FEMA will not provide additional federal funding in the event of a cost overrun.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. *Program Office Contact*

General questions about the FMA program can be directed to the appropriate FEMA Regional Office or SHMO. Contact information for FEMA Regional Offices is provided at <https://www.fema.gov/about/contact>. Contact information for the SHMOs is provided at <https://www.fema.gov/state-hazard-mitigation-officers>.

The HMA Helpline is available by telephone 1-866-222-3580.

For questions about cost-effectiveness and FEMA's BCA software, contact the BC Helpline by telephone 1-855-540-6744 or email BCHelpline@fema.dhs.gov.

The Building Science Helpline is available for guidance on FEMA Building Science publications by email FEMA-BuildingScienceHelp@fema.dhs.gov.

For questions about NEPA or EHP requirements, the EHP Helpline is available by telephone 1-866-222-3580 or email ehhelpline@fema.dhs.gov.

Resources and job aids intended to help prepare applications and subapplications are available on FEMA's Hazard Mitigation Assistance webpage at <https://www.fema.gov/grants/mitigation>.

Resources intended to help applicants and subapplicants prepare hazard mitigation plans and planning grants are available on FEMA's Mitigation planning webpage at [Hazard Mitigation Planning](#).

FEMA publications that specify the documentation and information necessary for FEMA to review project applications for feasibility and effectiveness, cost-effectiveness, and potential impacts on environmental and cultural resources are available on the FEMA website at <https://www.fema.gov/grants/guidance-tools>.

b. *Centralized Scheduling and Information Desk (CSID)*

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact

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information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns.

CSID can be reached by phone at (800) 368-6498 or by e-mail at askcsid@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. *FEMA Regional Offices*

FEMA Regional Offices manage, administer, and conduct the application budget review, create the award package, approve, amend, and close out awards, as well as conduct cash analysis, financial and programmatic monitoring, and audit resolution for FMA. The Regions also provide technical assistance to FMA recipients.

FEMA Regional Office contact information is available at <https://www.fema.gov/fema-regional-contacts>.

d. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMACivilRightsOffice@fema.dhs.gov.

e. *Environmental Planning and Historic Preservation*

FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and FEMA's recipients and subrecipients. All inquiries and communications about EHP compliance for FEMA grant projects under this NOFO or the EHP review process should be sent to FEMA-OEHP-NOFOQuestions@fema.dhs.gov.

2. Systems Information

a. *FEMA GO*

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 611-4700, Monday through Friday, 8:00 AM – 6:00 PM ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. §200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

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If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Recipients and subrecipients are encouraged to incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 ([Evidence Act](#)), [Pub. L. No. 115-435 \(2019\)](#) urges federal awarding agencies and federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act § 101 (codified at 5 U.S.C. § 311). Evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation.

3. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests to the recipient's FEMA Regional Office and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Regional Hazard Mitigation Assistance Specialist as needed when preparing an extension request.

All extension requests must address the following:

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- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the application and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time.

Based on sufficiency of justification, the FEMA Regional Administrator can issue up to two extensions of the POP for up to 12 months each.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973¹⁹, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

¹⁹ FEMA's implementing regulations can be found at 44 C.F.R. Part 16.101.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resilience of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and

pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

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The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. §200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. §200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

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a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, 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 per 2 C.F.R. § 200.322. More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. See 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. *Competition and Conflicts of Interest*

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, 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. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

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- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- 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
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT 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 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.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their 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 conflicts 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 that 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.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship 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. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement

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d. *Prohibition on Use of Funds to Support or Oppose Union Organizing*

A recipient or subrecipient may not use federal grant funds or funds used to meet a cost share requirement to support or oppose union organizing. Using grant or cost share funds to hire unionized workers does not constitute a violation of this prohibition on use of funds to support or oppose union organizing.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at <https://www.gsa.gov/resources-for/programs-for-State-and-local-governments> and <https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments>.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317– 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- a. The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- b. The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- c. The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- d. The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and

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- e. With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Regional Grants Management Specialist.

e. *Procurement Documentation*

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

7. Record Retention

a. *Record Retention Period*

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).

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- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. §200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or 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), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.,* 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

8. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms

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set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long as the action to disallow costs takes place during the record retention period. *See* 2

C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.

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- Failure to comply with the POP deadline.

9. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. §

200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. §

200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header “Single Audit Report” within the subsection “Additional Reporting Requirements”.

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. §

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200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) 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. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. §

200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

10. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. To enroll in the DD/EFT, the recipient must complete SF-1199A, Direct Deposit Form.

Payment requests are submitted through FEMA GO.

11. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

[Whole Community](#) includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase “Whole Community” or “Whole of Community” often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.

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2. Ensuring their roles and responsibilities are reflected in the content of the materials.

12. Extraordinary Circumstances

Applicants and subapplicants must have a FEMA-approved current hazard mitigation plan at the time of application and award; hazard mitigation plans that are approvable pending adoption are not sufficient. However, for project subawards, the Region, in coordination with HQ, may grant an exception to the local or Tribal Mitigation Plan requirement in extraordinary circumstances. Subapplicants are exempt from the hazard mitigation plan requirement for the mitigation plan development and mitigation plan updates in C&CB activity types. A hazard mitigation plan is required for all other C&CB subapplications.

For subawards, the Region may apply extraordinary circumstances when justification is provided and with concurrence from FEMA Headquarters prior to granting an exception. If this exception is granted, a local or Tribal Mitigation Plan must be approved by FEMA within 12 months of the award of the project subaward to that community. See Section H.8 for guidance to address noncompliance.

Extraordinary circumstances exist when a determination is made by the applicant and FEMA that the proposed project is consistent with the priorities and strategies identified in the State or Tribal (Standard or Enhanced) Mitigation Plan and that the jurisdiction meets at least one of the criteria provided in Part III, Section E.5.3 of the 2015 HMA Guidance, accessible at: <https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance>.

For FMA, the applicant must provide written justification that identifies the specific criteria from above or circumstance, explains why there is no longer an impediment to satisfying the mitigation planning requirement, and identifies the specific actions or circumstances that eliminated the deficiency. When FMA project funding is awarded under extraordinary circumstances, the recipient shall acknowledge in writing to the Regional Administrator that a plan will be completed within 12 months of the subaward. The recipient must provide a work plan for completing the local or Tribal Mitigation Plan, including milestones and a timetable, to ensure that the jurisdiction will complete the plan in the required time. This requirement shall be incorporated into the award (both the planning and project subaward agreements if a planning subaward is also awarded).

13. Phased Projects

In general, sufficient technical information is provided by the applicant or subapplicant to allow FEMA to make an eligibility determination on a subapplication. The costs to obtain this information are generally eligible as pre-award costs. However, in some cases it is beyond the subapplicant's technical and financial resources to provide the complete technical information required for a full eligibility or EHP review of a complex project. The applicant and FEMA may provide technical assistance to the subapplicant to develop this complete body of technical data by approving a subapplication to finalize Phase I analysis and design, conduct applicable engineering studies, prepare a Benefit-Cost Analysis (BCA) and provide documentation for an EHP review. The Phase I deliverables provide FEMA with a technical body of information mutually concurred on by the subrecipient, the recipient, and FEMA to determine project eligibility, technical feasibility, and cost effectiveness. If the results of the Phase I review indicate that the project meets FMA requirements, the project would then be eligible for

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funding for construction under a Phase II approval. Phase I funding is part of the project's total estimated cost and is subject to FMA cost-share requirements.

The use of a phased approach should be limited to complex projects that require technical or EHP data beyond the scope of that generally required for a typical FMA project. The following provides guidelines and outlines the process for selecting projects for Phase I/Phase II project approval.

a. *Pre-screening Process*

The subapplicant must submit documentation showing the project meets the following criteria for a Phase I approval:

- *State or Tribal (Standard or Enhanced) Mitigation Plan:* The proposed project must be consistent with the State or Tribal (Standard or Enhanced) Mitigation Plan as well as the local or Tribal Mitigation Plan for the jurisdiction in which the activity is located.
- *Justification for Selection of the Proposed Project:* Justification must be provided for the selection of the proposed solution after consideration of at least two alternative options.
- *Potential Cost-Effectiveness:* The project demonstrates potential cost-effectiveness based on a preliminary assessment of anticipated project benefits and cost. The subapplicant must be aware that this preliminary assessment is solely for the purpose of the Phase I pre-screening process and is not the final cost-effectiveness determination. A preliminary BCA is required at the time of application. This requirement does not apply to federally recognized Tribal government, or community with CDC SVI greater than 0.80 that is unable to calculate a BCR to demonstrate cost-effectiveness as stated in Section D.10.a.
- *EHP Review:* The Phase I review generally is categorically excluded from NEPA review with some exceptions. EHP Phase I review should identify any potential EHP compliance issues and information needs required for Phase II review.
- *Relevant Technical Data:* The subapplicant provides available technical data such as existing or preliminary hydrologic and hydraulic data or preliminary geotechnical data, as appropriate.

b. *Phase I Award*

The applicant and FEMA may approve projects meeting the above requirements for technical assistance under a Phase I award. FEMA and the applicant will coordinate closely to ensure mutual concurrence on all data and technical information as well as any conditions included in the Phase I Award as the Phase I technical review process proceeds. The following conditions must be met through the Phase I deliverables prior to progressing to Phase II:

- *Relevant Technical Data:* The applicant and FEMA will review technical data such as hydrologic and hydraulic, environmental, and geotechnical studies provided by the subapplicant, as appropriate.
- *Preliminary Engineering Design:* Based on the technical data, the subapplicant develops a preliminary engineering design and layout and cost estimates with ad hoc technical assistance from the applicant and FEMA.

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- *Milestones:* As available, the subapplicant must provide clear milestones (including those that will have Go/No Go criteria for competition projects) and proposed timelines, and a list of potential final deliverables.
- *EO 11988, as amended by EO 13690:* If applicable, based on the technical data and revised engineering design, the project must demonstrate compliance with floodplain management requirements under this EO. If a Flood Insurance Rate Map (FIRM) amendment or revision will be necessary under the provisions of the National Flood Insurance Program (NFIP), the applicant and FEMA will provide the subapplicant with technical assistance to meet this requirement.
- *Refinement of the Cost-Effectiveness Assessment:* Based on the revised design and cost estimates, the applicant and FEMA will refine the preliminary assessment of cost-effectiveness conducted prior to Phase I approval. This will result in a final BCR to evaluate the project's cost-effectiveness, which will include all the project costs, including those associated with Phase I.
- *EHP Review:* The applicant and FEMA will conduct a review of the revised project design to ensure EHP compliance. The project will meet EHP requirements before Phase II approval.
- Note that eligible activities under a Phase I award are defined in the award package and are based on the submitted and reviewed Phase I scope of work. A complete and eligible Phase II application, including environmental consultations, demonstration of technical feasibility, and an updated benefit-cost analysis, must be submitted to and approved by FEMA prior to the initiation of any tasks not included in the approved Phase I scope of work.

c. ***Phase II Award Amendment - Construction Process***

If the project is determined to be eligible, technically feasible, cost effective, and compliant with EHP requirements under the technical review of Phase I deliverables, the project may then be approved for construction under Phase II.

Additional federal funds may be approved in Phase II, subject to the availability of funds.

In general, a contractor who develops the HMA grant application project specifications or is contracted to provide direct assistance with the completion and submission of a grant application, is generally prohibited from competing for the related construction work *See* 2 CFR § 200.319(b) and subsection H.7.b: Procurement Integrity: Competition and Conflicts of interest of this NOFO.

14. Integrating Hazard Mitigation and Planning

In addition, SLTTs are encouraged, but not required, to pursue hazard mitigation planning and projects with co-benefits that advance shared outcomes for economic, environmental, and social resilience. Alignment with SLTT planning mechanisms (economic development, housing, comprehensive plans, transportation plans, building codes, floodplain ordinances, etc.) by and vice versa is vital to build safer, more resilient, equitable communities. This two-way exchange of hazard mitigation principles, risk and vulnerability assessments, and mitigation strategies supports community-wide risk reduction, both before and after disasters occur. Not only will SLTT planning efforts be better integrated, but by going through this process there is a higher

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level of interagency coordination, which is just as important as the planning mechanisms. Additional information on Plan Integration can be found at [Implement, Integrate and Maintain Mitigation Planning Activities](#), [Guides to Expanding Mitigation](#), and <https://planning.org/nationalcenters/hazards/>.

EXHIBIT B
ORIGINAL GRANT APPLICATION

Subapplicant information

Name of federal agencyFEMA

Type of submissionApplication

JEFFERSON COUNTY

1149 PEARL ST
BEAUMONT, TX 77701 United States

State	DUNS #	EIN #
TX	010807535	746000291

Subapplicant typeLocal Government

Is the subapplicant subject to review by Executive Order 12372 Process?No - Not selected

Is the subapplicant delinquent on any federal debt?No

Contact information

Subrecipient Authorized Representative (SAR)

Patrick Swain pswain@co.jefferson.tx.us	Primary phone 4096562137 Mobile	Mailing address
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Point(s) of contact

Michelle Falgout County Engineer michelle.falgout@jeffcotx.us	Primary phone 4098358584 Mobile Fax	Additional phones 4097180839 Work	Mailing address 1149 Pearl St, 7th Floor Beaumont TX 77701
Andrea Hebert Consultant andreahebert@tidalbasin.rphc.com	Primary phone 9852330268 Mobile Fax	Additional phones 5126866949 Work	Mailing address 50209 Eagle Trace Drive Georgetown TX 78626

Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button.

NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District
BEAUMONT, CITY OF	245	485457	Y	7	2,9
JEFFERSON COUNTY *	245	480385	N		1,9
PORT ARTHUR, CITY OF	245	485499	Y	9	2,9

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Jefferson County - SAM Registration Exp 4 28 23.pdf	01/25/2023	marla.waters@twdb.texas.gov	Community Attachments	Expires 4/28/2023	
Jefferson County - Community Information.pdf	01/25/2023	pswain@co.jefferson.tx.us	Community Attachments	No description given.	
Jefferson County - Community Profile.PDF	01/25/2023	pswain@co.jefferson.tx.us	Community Attachments	No description given.	
BEARFACTS.PDF	01/25/2023	pswain@co.jefferson.tx.us	Community Attachments	No description given.	
Resolution - HMA Grant.pdf	01/25/2023	marla.waters@twdb.texas.gov	Community Attachments	No description given.	

Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201? **Yes**

Please provide plan detail

Plan name Jefferson Co Hazard Mitigation Action Plan Update 2022	Plan type Local Multi-Hazard Mitigation Plan	Plan approval date 01/03/2023
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Proposed activity description

Section 17: Mitigation Actions - Jefferson County County-Wide - Action #4 - Elevate new and existing flood-prone structures and infrastructure throughout Jefferson County.

Please provide any additional comments below (optional).

Approval date is Conditional upon adoption by County. This is set to be approved by the Council on January 24th. Please see letter dated 1-3-23 from FEMA "Approvable Pending Adoption of the Jefferson County, Texas- Multi-Jurisdiction Hazard Mitigation Plan.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
JeffersonCountyEC1.25.2023.pdf	01/25/2023	marla.waters@twdb.texas.gov	Mitigation Plan Attachments	TWDB Extraordinary Circumstances letter	

Filename	Date uploaded	Uploaded by	Label	Description	Action
2-APA-JeffersonCo-TX-SIGNED.pdf	01/25/2023	pswain@co.jefferson.tx.us	Mitigation Plan Attachments	No description given.	
Jefferson County HMAP – January 2023.pdf	01/25/2023	pswain@co.jefferson.tx.us	Mitigation Plan Attachments	No description given.	
Jefferson County HMAP – January 2023 - Mitigation Actions.pdf	01/25/2023	pswain@co.jefferson.tx.us	Mitigation Plan Attachments	No description given.	
County Email re - Plan adoption.pdf	01/25/2023	pswain@co.jefferson.tx.us	Mitigation Plan Attachments	No description given.	
Request for Extraordinary Circumstances - Signed.pdf	01/25/2023	pswain@co.jefferson.tx.us	Mitigation Plan Attachments	Request Letter for Extraordinary Circumstances	

Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Subapplication title (include type of activity and location)

Jefferson County FMA 2022 Elevations

Activities

Primary activity type

Elevation

Secondary activity type (Optional)

Utility and infrastructure protection

Secondary sub-activity type

Electrical/power

Tertiary activity type (Optional)

Geographic areas description

Jefferson County, TX

Community lifelines

Primary community lifeline

Safety and security

Primary sub-community lifeline

Community safety

Secondary community lifeline (optional)

Food, water, shelter

Secondary sub-community lifeline

Shelter

Tertiary community lifeline (optional)

Hazard sources

Primary hazard source

Flooding

Secondary hazard source (optional)

Tertiary hazard source (optional)

Is this a phased project?

No

Are you doing construction in this project?

Yes

Percentage of population impacted

10

Provide detailed description of population impacted:

This project is to elevate 43 flood-prone homes. These homeowners have been impacted by flood at least once, some many more time.

Provide a clear and detailed description of your proposed activity:

This project is to elevate 37 properties, it includes properties located within the County that have sustained substantial damage, homes that homeowners have expressed interest in elevation due to repeated flooding and continued damage. Properties included are those that are located on the FEMA Severe Rep Loss (SRL) list and the Rep Loss (RL) list. The County did an outreach and had over 400 homeowners express interest in getting their home elevated above the Base Flood Elevation or the flood of record. This application is composed of 21 insured properties, six RL properties and 10 SRL ii properties. Of those classified as insured, they have experienced multiple flooding events, however did not have insurance at the time of loss. Many of these homeowners fell into the trap of thinking because their homes were in X zones, they were safe from flooding. Of these properties seventeen (17) have SVIs over 0.50 making them fall within the category of high vulnerability from disasters. All structures in this project will be designed in accordance with ASCE-24-14 or the latest edition, or its equivalent as minimum design criteria. EHP: All homes have been submitted to SHPO for review. All but 4 have currently cleared review. All of the information for those reviews is included in the EHP section to include a summary sheet to determine where each home is located in the packets that were submitted. The determination that was received on the first 36 was that no historical properties existed in the project. If these homes are not elevated, they will continue to flood and flood claims will continue to rise. The County has implemented a flood resolution that will see that homes are either 3 feet above the established BFE or 1 foot above the high-water mark, whichever is higher. Doing this will better protect not only the home, but also the NFIP from future claims. There are no compliance issues that are known at this time that would impact the viability of this elevation project.

How will the mitigation activity be implemented?

Elevating structures to three feet above the Base Flood Elevation (BFE) as determined by the County Floodplain Administrator (by reviewing current applicable FIRM maps, pending proposed FIRM maps and other best available information) or one (1) foot above the highwater flood elevation - whichever is higher—will solve all flooding that occurs at or below the BFE. This mitigation will also solve flooding issues that have impacted these homes at much smaller flood event levels—75-year, 50-year, 25-year and 10-year events. Adding three feet of freeboard will provide additional coverage beyond protection to the BFE. This project protects all participating structures to at least the 100-year flood level of protection. This project will definitely increase the level of protection provided to these houses. All of these houses have flooded at least twice in the past ten years, and in some cases, many more times. With this application, we are submitting 37 homes with all the required documentation needed for inclusion in the project. We are also including a global alternate list which will allow for replacement of any homes that may fall out for some reason once approved. Go/No Go Milestone - The point in the project that has been determined as the Go/No Go Milestone is the gathering of Elevation Certificates and Structural Integrity Reports. Per guidance, each elevation should be structurally inspected to ensure that the building can safely be elevated. If, any of the homes do not pass the structurally integrity inspection they will be withdrawn from the project and an alternate property will be requested to be moved into that spot.

Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr flood protection with freeboard, 100-yr wind design, etc.)

This project will nearly 100% eliminate flooding for the included homes. All elevations will be in accordance with local, state and FEMA codes and best practices. These elevations will protect to above the 100-yr flood protection with freeboard. In addition, those homes that are in the coastal wind zone will be designed to withstand the required wind speeds to receive wind certification.

Who will manage and complete the mitigation activity?

We have hired Tidal Basin as our Grants Management firm. They have many years of experience working in HMGP and with these types of project. They will manage the day to day operations of the project with oversight from the County Engineering office.

Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?

There will be nearly no residual risk remaining after elevation as the County has implemented a requirement for elevations to have 3 feet of freeboard above the BFE and/or 1 foot above the experienced high water mark for the property.

Does the mitigation activity incorporate nature-based solutions?

No

When will the mitigation activity take place?

The County has already completed procurement activities for engineers and other firms that will help to accomplish the elevations to include companies

Explain why this project is the best alternative. What alternatives were considered to address the risk and why was the proposed activity considered the best alternative?

Please identify the entity that will perform any long-term maintenance and provide a maintenance, schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed?

who specialize in elevations, inspections, elevation certificates, and structural integrity inspections.

If these homes are not elevated they will continue to flood. Many homes have flooded in excess of 3 times. Other alternatives that were considered were acquisitions, however, there was not a high level of homeowner interest.

Maintenance will be covered by the homeowners for their homes. There will be no cost for maintenance to the County.

Additional comments (optional)

All elevations will meet the requirements of 44 CFR 60.3.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
KMZ File - Home Locations.jpg	01/25/2023	pswain@co.jefferson.tx.us	Scope of Work Attachments	No description given.	
Jefferson County.zip	01/25/2023	pswain@co.jefferson.tx.us	Scope of Work Attachments	KMZ Files	
Property SVI Information.xlsx	01/25/2023	pswain@co.jefferson.tx.us	Scope of Work Attachments	SVI Property Information	
Grant Management Procurement.zip	01/25/2023	pswain@co.jefferson.tx.us	Scope of Work Attachments	Procurement for Grant Management	
Jefferson County - Elevation Implementation Plan.pdf	01/25/2023	pswain@co.jefferson.tx.us	Scope of Work Attachments	Implementation Plan	
X Zone Flood Claims.xlsx	01/25/2023	marla.waters@twdb.texas.gov	Scope of Work Attachments	No description given.	

Schedule

Specify the work schedule for the mitigation activities.

Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

Task Name Grant Notification Meeting	Start Month 1	Task Duration (in Months) 3 months	Task Description Kickoff meeting with County and State
Task Name Contact Property Owners	Start Month 4	Task Duration (in Months) 1 months	Task Description Outreach to homeowners to notify them of project being approved and notification that contractors will be reaching out to them to schedule beginning work.
Task Name Schedule and Acquire Elevation Certificates and Structural Integrity Reports (Go/No-Go Milestone)	Start Month 5	Task Duration (in Months) 2 months	Task Description Acquire updated elevation certificates and structural integrity reports. Per HMA guidance a structural integrity inspection should be done to ensure the home can be elevated safely. If a home does not pass this inspection, that home will be stopped, withdrawn from the project and replaced with an alternative home. The home inspection phase is the Go/No Go Milestone for this project.

Task Name Bidding	Start Month 7	Task Duration (In Months) 3 months
Task Description Gathering 3 bids from pre-vetted elevation contractors for homeowner to choose which company to go with to elevate homes.		
Task Name Plan Design and Permitting	Start Month 10	Task Duration (In Months) 2 months
Task Description Acquire stamped engineering drawings and permits in order to move forward with elevations.		
Task Name Elevation of Homes	Start Month 12	Task Duration (In Months) 24 months
Task Description Elevation of Homes by selected contractors.		
Task Name Closeout	Start Month 35	Task Duration (In Months) 2 months
Task Description Closeout of individual homes and the grant.		

Estimate the total duration of your proposed activities (in months). **36**

Proposed project start and end dates

Start Date **2023-06-01**

End Date **2026-05-31**

Introduction

Project location

Provide a detailed description of the proposed project's location.

Latitude

Longitude

Homes are located throughout the County. Maps are uploaded for each property with location details for each. The County personnel will be based out of the Jefferson County Courthouse located at 1149 Pearl Street, 5th Floor, Beaumont, TX 77701.

30.078669

-094.092974

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Jefferson County Courthouse - Location map.pdf	02/07/2023	pswain@co.jefferson.tx.us	Project Location Attachments	No description given.	
Jefferson County Courthouse - Location map.pdf	02/07/2023	pswain@co.jefferson.tx.us	Project Location Attachments	No description given.	
Jefferson County Courthouse - Location map.pdf	02/07/2023	pswain@co.jefferson.tx.us	Project Location Attachments	No description given.	
Jefferson County Courthouse - Location map.pdf	02/07/2023	pswain@co.jefferson.tx.us	Project Location Attachments	No description given.	
Jefferson County Courthouse - Location map.pdf	02/07/2023	pswain@co.jefferson.tx.us	Project Location Attachments	No description given.	
Jefferson County Courthouse - Location map.pdf	02/07/2023	pswain@co.jefferson.tx.us	Project Location Attachments	No description given.	

Filename	Date uploaded	Uploaded by	Label	Description	Action
Jefferson County Courthouse - Location map.pdf	03/15/2023	pswain@co.jefferson.tx.us	Project Location Attachments	No description given.	

Project benefiting area

Provide a detailed description of the proposed project's benefiting area.

This project will benefit homes throughout the County to eliminate their continued flooding.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Jefferson County - Google Maps.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project benefiting area Attachments	No description given.	
Jefferson County - Google Maps.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project benefiting area Attachments	No description given.	
Jefferson County - Google Maps.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project benefiting area Attachments	No description given.	
Jefferson County - Google Maps.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project benefiting area Attachments	No description given.	
Jefferson County - Google Maps.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project benefiting area Attachments	No description given.	
Jefferson County - Google Maps.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project benefiting area Attachments	No description given.	
Jefferson County - Google Maps.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project benefiting area Attachments	No description given.	

Project impact area

Provide a detailed description of the proposed project's impact area.

Impacts will be experienced by individual homeowners across the County

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
9510 Gilbert Rd SD Letter.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
E101 - 8186 Oakdale Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E101 - 8186 Oakdale Dr - Property Packet	
E108 - 809 Rosedale - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E108 - 809 Rosedale - Property Packet	
E109 - 13096 Martine Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E109 - 13096 Martine Rd - Property Packet	
E110 - 8498 Winzer Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E110 - 8498 Winzer Rd - Property Packet	
E111 - 14553 Craigen Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E111 - 14553 Craigen Rd - Property Packet	

Filename	Date uploaded	Uploaded by	Label	Description	Action
E121 - 16508 Sandell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E121 - 16508 Sandell Rd - Property Packet	
E135 - 23859 Vincent Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E135 - 23859 Vincent Rd - Property Packet	
E140 - 15306 Dale Dell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E140 - 15306 Dale Dell Rd - Property Packet	
E113 - 17307 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E113 - 17307 Wise Rd - Property Packet	
E130 - 15537 San Jacinto - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E130 - 15537 San Jacinto - Property Packet	
E120 - 14192 Lettie Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E120 - 14192 Lettie Ln - Property Packet	
E127 - 1638 3rd St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E127 - 1638 3rd - Property Packet	
E102 - 9510 Gilbert Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E102 - 9510 Gilbert Rd - Property Packet	
E104 - 10857 Koelemay - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E104 - 10857 Koelemay - Property Packet	
E103 - 1025 Brockman St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E103 - 1025 Brockman St - Property Packet	
E105 - 401 Gist - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E105 - 401 Gist - Property Packet	
E106 - 11125 Breeana Ct - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E106 - 11125 Breeana Ct - Property Packet	
E107 - 21498 FM 365 - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E107 - 21498 FM 356 - Property Packet	
E114 - 17393 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E114 - 17393 Wise Rd - Property Packet	
E112 - 7610 Superior - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E112 - 14553 Craigen Rd - Property Packet	
E115 - 15459 San Jacinto St -Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E115 - 15459 San Jacinto - Property Packet	
E116 - 17290 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E116 - 17290 Wise Rd - Property Packet	
E117 - 3928 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E117 - 3928 4th St - Property Packet	
E118 - 11515 Davidson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E118 - 11515 Davidson Rd - Property Packet	
E119 - 11250 Cathryn Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E122 - 11146 Gilbert Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E123 - 11555 Sweetgum - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E123 - 11555 Sweetgum - Property Packet	
E124 - 18005 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E124 - 18005 Camelia Dr - Property Packet	
E129 - 17542 Wilber Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	

Filename	Date uploaded	Uploaded by	Label	Description	Action
E125 - 545 Lene Lane - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E125 - 545 Lene' Lane - Property Packet	
E126 - 3900 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E126 - 3900 4th St - Property Packet	
E131 - 1155 Hillebrandt Acres - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E131 - 1155 Hillebrandt Acres - Property Packet	
E133 - 3205 28th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E133 - 3205 28th St - Property Packet	
E134 - 5200 10th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E134 - 5200 10th St - Property Packet	
E136 - 8422 Patterson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E136 - 8422 Patterson Rd - Property Packet	
E137 - 2235 Stillwater Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E137 - 2235 Stillwater - Property Packet	
E139 - 18045 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E139 - 18045 Camelia Dr - Property Packet	
Adoption of Floodplain Ordinance.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Adoption of an updated floodplain ordinance.	
1155 HILLEBRANDT ACRES.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
8186 Oakdale drive.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
17307 WISE ROAD.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
9510 Gilbert Rd SD Letter.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
E101 - 8186 Oakdale Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E101 - 8186 Oakdale Dr - Property Packet	
E108 - 809 Rosedale - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E108 - 809 Rosedale - Property Packet	
E109 - 13096 Martine Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E109 - 13096 Martine Rd - Property Packet	
E110 - 8498 Winzer Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E110 - 8498 Winzer Rd - Property Packet	
E111 - 14553 Craigen Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E111 - 14553 Craigen Rd - Property Packet	
E121 - 16508 Sandell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E121 - 16508 Sandell Rd - Property Packet	
E135 - 23859 Vincent Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E135 - 23859 Vincent Rd - Property Packet	
E140 - 15306 Dale Dell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E140 - 15306 Dale Dell Rd - Property Packet	
E113 - 17307 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E113 - 17307 Wise Rd - Property Packet	
E130 - 15537 San Jacinto - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E130 - 15537 San Jacinto - Property Packet	
E120 - 14192 Lettie Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E120 - 14192 Lettie Ln - Property Packet	

Filename	Date uploaded	Uploaded by	Label	Description	Action
E127 - 1638 3rd St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E127 - 1638 3rd - Property Packet	
E102 - 9510 Gilbert Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E102 - 9510 Gilbert Rd - Property Packet	
E104 - 10857 Koelemay - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E104 - 10857 Koelemay - Property Packet	
E103 - 1025 Brockman St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E103 - 1025 Brockman St - Property Packet	
E105 - 401 Gist - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E105 - 401 Gist - Property Packet	
E106 - 11125 Breeana Ct - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E106 - 11125 Breeana Ct - Property Packet	
E107 - 21498 FM 365 - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E107 - 21498 FM 356 - Property Packet	
E114 - 17393 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E114 - 17393 Wise Rd - Property Packet	
E112 - 7610 Superior - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E112 - 14553 Craigen Rd - Property Packet	
E115 - 15459 San Jacinto St -Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E115 - 15459 San Jacinto - Property Packet	
E116 - 17290 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E116 - 17290 Wise Rd - Property Packet	
E117 - 3928 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E117 - 3928 4th St - Property Packet	
E118 - 11515 Davidson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E118 - 11515 Davidson Rd - Property Packet	
E119 - 11250 Cathryn Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E122 - 11146 Gilbert Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E123 - 11555 Sweetgum - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E123 - 11555 Sweetgum - Property Packet	
E124 - 18005 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E124 - 18005 Camelia Dr - Property Packet	
E129 - 17542 Wilber Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E125 - 545 Lene Lane - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E125 - 545 Lene' Lane - Property Packet	
E126 - 3900 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E126 - 3900 4th St - Property Packet	
E131 - 1155 Hillebrandt Acres - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E131 - 1155 Hillebrandt Acres - Property Packet	
E133 - 3205 28th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E133 - 3205 28th St - Property Packet	
E134 - 5200 10th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E134 - 5200 10th St - Property Packet	
E136 - 8422 Patterson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E136 - 8422 Patterson Rd - Property Packet	

Filename	Date uploaded	Uploaded by	Label	Description	Action
E137 - 2235 Stillwater Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E137 - 2235 Stillwater - Property Packet	
E139 - 18045 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E139 - 18045 Camelia Dr - Property Packet	
Adoption of Floodplain Ordinance.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Adoption of an updated floodplain ordinance.	
1155 HILLEBRANDT ACRES.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
8186 Oakdale drive.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
17307 WISE ROAD.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
9510 Gilbert Rd SD Letter.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
E101 - 8186 Oakdale Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E101 - 8186 Oakdale Dr - Property Packet	
E108 - 809 Rosedale - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E108 - 809 Rosedale - Property Packet	
E109 - 13096 Martine Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E109 - 13096 Martine Rd - Property Packet	
E110 - 8498 Winzer Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E110 - 8498 Winzer Rd - Property Packet	
E111 - 14553 Craigen Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E111 - 14553 Craigen Rd - Property Packet	
E121 - 16508 Sandell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E121 - 16508 Sandell Rd - Property Packet	
E135 - 23859 Vincent Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E135 - 23859 Vincent Rd - Property Packet	
E140 - 15306 Dale Dell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E140 - 15306 Dale Dell Rd - Property Packet	
E113 - 17307 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E113 - 17307 Wise Rd - Property Packet	
E130 - 15537 San Jacinto - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E130 - 15537 San Jacinto - Property Packet	
E120 - 14192 Lettie Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E120 - 14192 Lettie Ln - Property Packet	
E127 - 1638 3rd St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E127 - 1638 3rd - Property Packet	
E102 - 9510 Gilbert Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E102 - 9510 Gilbert Rd - Property Packet	
E104 - 10857 Koelemay - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E104 - 10857 Koelemay - Property Packet	
E103 - 1025 Brockman St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E103 - 1025 Brockman St - Property Packet	
E105 - 401 Gist - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E105 - 401 Gist - Property Packet	
E106 - 11125 Breeana Ct - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E106 - 11125 Breeana Ct - Property Packet	

Filename	Date uploaded	Uploaded by	Label	Description	Action
E107 - 21498 FM 365 - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E107 - 21498 FM 365 - Property Packet	
E114 - 17393 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E114 - 17393 Wise Rd - Property Packet	
E112 - 7610 Superior - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E112 - 14553 Craigen Rd - Property Packet	
E115 - 15459 San Jacinto St -Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E115 - 15459 San Jacinto - Property Packet	
E116 - 17290 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E116 - 17290 Wise Rd - Property Packet	
E117 - 3928 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E117 - 3928 4th St - Property Packet	
E118 - 11515 Davidson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E118 - 11515 Davidson Rd - Property Packet	
E119 - 11250 Cathryn Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E122 - 11146 Gilbert Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E123 - 11555 Sweetgum - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E123 - 11555 Sweetgum - Property Packet	
E124 - 18005 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E124 - 18005 Camelia Dr - Property Packet	
E129 - 17542 Wilber Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E125 - 545 Lene Lane - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E125 - 545 Lene' Lane - Property Packet	
E126 - 3900 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E126 - 3900 4th St - Property Packet	
E131 - 1155 Hillebrandt Acres - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E131 - 1155 Hillebrandt Acres - Property Packet	
E133 - 3205 28th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E133 - 3205 28th St - Property Packet	
E134 - 5200 10th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E134 - 5200 10th St - Property Packet	
E136 - 8422 Patterson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E136 - 8422 Patterson Rd - Property Packet	
E137 - 2235 Stillwater Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E137 - 2235 Stillwater Property Packet	
E139 - 18045 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E139 - 18045 Camelia Dr - Property Packet	
Adoption of Floodplain Ordinance.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Adoption of an updated floodplain ordinance.	
1155 HILLEBRANDT ACRES.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
8186 Oakdale drive.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
17307 WISE ROAD.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	

Filename	Date uploaded	Uploaded by	Label	Description	Action
9510 Gilbert Rd SD Letter.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
E101 - 8186 Oakdale Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E101 - 8186 Oakdale Dr - Property Packet	
E108 - 809 Rosedale - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E108 - 809 Rosedale - Property Packet	
E109 - 13096 Martine Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E109 - 13096 Martine Rd - Property Packet	
E110 - 8498 Winzer Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E110 - 8498 Winzer Rd - Property Packet	
E111 - 14553 Craigen Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E111 - 14553 Craigen Rd - Property Packet	
E121 - 16508 Sandell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E121 - 16508 Sandell Rd - Property Packet	
E135 - 23859 Vincent Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E135 - 23859 Vincent Rd - Property Packet	
E140 - 15306 Dale Dell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E140 - 15306 Dale Dell Rd - Property Packet	
E113 - 17307 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E113 - 17307 Wise Rd - Property Packet	
E130 - 15537 San Jacinto - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E130 - 15537 San Jacinto - Property Packet	
E120 - 14192 Lettie Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E120 - 14192 Lettie Ln - Property Packet	
E127 - 1638 3rd St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E127 - 1638 3rd - Property Packet	
E102 - 9510 Gilbert Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E102 - 9510 Gilbert Rd - Property Packet	
E104 - 10857 Koelemay - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E104 - 10857 Koelemay - Property Packet	
E103 - 1025 Brockman St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E103 - 1025 Brockman St - Property Packet	
E105 - 401 Gist - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E105 - 401 Gist - Property Packet	
E106 - 11125 Breeana Ct - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E106 - 11125 Breeana Ct - Property Packet	
E107 - 21498 FM 365 - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E107 - 21498 FM 356 - Property Packet	
E114 - 17393 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E114 - 17393 Wise Rd - Property Packet	
E112 - 7610 Superior - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E112 - 14553 Craigen Rd - Property Packet	
E115 - 15459 San Jacinto St -Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E115 - 15459 San Jacinto - Property Packet	
E116 - 17290 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E116 - 17290 Wise Rd - Property Packet	
E117 - 3928 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E117 - 3928 4th St - Property Packet	

Filename	Date uploaded	Uploaded by	Label	Description	Action
E118 - 11515 Davidson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E118 - 11515 Davidson Rd - Property Packet	
E119 - 11250 Cathryn Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E122 - 11146 Gilbert Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E123 - 11555 Sweetgum - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E123 - 11555 Sweetgum - Property Packet	
E124 - 18005 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E124 - 18005 Camelia Dr - Property Packet	
E129 - 17542 Wilber Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E125 - 545 Lene Lane - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E125 - 545 Lene' Lane - Property Packet	
E126 - 3900 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E126 - 3900 4th St - Property Packet	
E131 - 1155 Hillebrandt Acres - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E131 - 1155 Hillebrandt Acres - Property Packet	
E133 - 3205 28th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E133 - 3205 28th St - Property Packet	
E134 - 5200 10th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E134 - 5200 10th St - Property Packet	
E136 - 8422 Patterson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E136 - 8422 Patterson Rd - Property Packet	
E137 - 2235 Stillwater Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E137 - 2235 Stillwater Dr - Property Packet	
E139 - 18045 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E139 - 18045 Camelia Dr - Property Packet	
Adoption of Floodplain Ordinance.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Adoption of an updated floodplain ordinance.	
1155 HILLEBRANDT ACRES.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
8186 Oakdale drive.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
17307 WISE ROAD.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
9510 Gilbert Rd SD Letter.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
E101 - 8186 Oakdale Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E101 - 8186 Oakdale Dr - Property Packet	
E108 - 809 Rosedale - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E108 - 809 Rosedale - Property Packet	
E109 - 13096 Martine Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E109 - 13096 Martine Rd - Property Packet	
E110 - 8498 Winzer Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E110 - 8498 Winzer Rd - Property Packet	
E111 - 14553 Craigen Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E111 - 14553 Craigen Rd - Property Packet	

Filename	Date uploaded	Uploaded by	Label	Description	Action
E121 - 16508 Sandell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E121 - 16508 Sandell Rd - Property Packet	
E135 - 23859 Vincent Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E135 - 23859 Vincent Rd - Property Packet	
E140 - 15306 Dale Dell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E140 - 15306 Dale Dell Rd - Property Packet	
E113 - 17307 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E113 - 17307 Wise Rd - Property Packet	
E130 - 15537 San Jacinto - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E130 - 15537 San Jacinto - Property Packet	
E120 - 14192 Lettie Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E120 - 14192 Lettie Ln - Property Packet	
E127 - 1638 3rd St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E127 - 1638 3rd - Property Packet	
E102 - 9510 Gilbert Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E102 - 9510 Gilbert Rd - Property Packet	
E104 - 10857 Koelemay - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E104 - 10857 Koelemay - Property Packet	
E103 - 1025 Brockman St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E103 - 1025 Brockman St - Property Packet	
E105 - 401 Gist - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E105 - 401 Gist - Property Packet	
E106 - 11125 Breeana Ct - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E106 - 11125 Breeana Ct - Property Packet	
E107 - 21498 FM 365 - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E107 - 21498 FM 356 - Property Packet	
E114 - 17393 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E114 - 17393 Wise Rd - Property Packet	
E112 - 7610 Superior - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E112 - 14553 Craigen Rd - Property Packet	
E115 - 15459 San Jacinto St -Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E115 - 15459 San Jacinto - Property Packet	
E116 - 17290 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E116 - 17290 Wise Rd - Property Packet	
E117 - 3928 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E117 - 3928 4th St - Property Packet	
E118 - 11515 Davidson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E118 - 11515 Davidson Rd - Property Packet	
E119 - 11250 Cathryn Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E122 - 11146 Gilbert Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E123 - 11555 Sweetgum - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E123 - 11555 Sweetgum - Property Packet	
E124 - 18005 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E124 - 18005 Camelia Dr - Property Packet	
E129 - 17542 Wilber Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	

Filename	Date uploaded	Uploaded by	Label	Description	Action
E125 - 545 Lene Lane - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E125 - 545 Lene' Lane - Property Packet	
E126 - 3900 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E126 - 3900 4th St - Property Packet	
E131 - 1155 Hillebrandt Acres - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E131 - 1155 Hillebrandt Acres - Property Packet	
E133 - 3205 28th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E133 - 3205 28th St - Property Packet	
E134 - 5200 10th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E134 - 5200 10th St - Property Packet	
E136 - 8422 Patterson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E136 - 8422 Patterson Rd - Property Packet	
E137 - 2235 Stillwater Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E137 - 2235 Stillwater - Property Packet	
E139 - 18045 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E139 - 18045 Camelia Dr - Property Packet	
Adoption of Floodplain Ordinance.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Adoption of an updated floodplain ordinance.	
1155 HILLEBRANDT ACRES.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
8186 Oakdale drive.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
17307 WISE ROAD.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
9510 Gilbert Rd SD Letter.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
E101 - 8186 Oakdale Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E101 - 8186 Oakdale Dr - Property Packet	
E108 - 809 Rosedale - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E108 - 809 Rosedale - Property Packet	
E109 - 13096 Martine Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E109 - 13096 Martine Rd - Property Packet	
E110 - 8498 Winzer Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E110 - 8498 Winzer Rd - Property Packet	
E111 - 14553 Craigen Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E111 - 14553 Craigen Rd - Property Packet	
E121 - 16508 Sandell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E121 - 16508 Sandell Rd - Property Packet	
E135 - 23859 Vincent Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E135 - 23859 Vincent Rd - Property Packet	
E140 - 15306 Dale Dell Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E140 - 15306 Dale Dell Rd - Property Packet	
E113 - 17307 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E113 - 17307 Wise Rd - Property Packet	
E130 - 15537 San Jacinto - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E130 - 15537 San Jacinto - Property Packet	
E120 - 14192 Lettie Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E120 - 14192 Lettie Ln - Property Packet	

Filename	Date uploaded	Uploaded by	Label	Description	Action
E127 - 1638 3rd St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E127 - 1638 3rd - Property Packet	
E102 - 9510 Gilbert Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E102 - 9510 Gilbert Rd - Property Packet	
E104 - 10857 Koelemay - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E104 - 10857 Koelemay - Property Packet	
E103 - 1025 Brockman St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E103 - 1025 Brockman St - Property Packet	
E105 - 401 Gist - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E105 - 401 Gist - Property Packet	
E106 - 11125 Breeana Ct - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E106 - 11125 Breeana Ct - Property Packet	
E107 - 21498 FM 365 - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E107 - 21498 FM 356 - Property Packet	
E114 - 17393 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E114 - 17393 Wise Rd - Property Packet	
E112 - 7610 Superior - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E112 - 14553 Craigen Rd - Property Packet	
E115 - 15459 San Jacinto St -Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E115 - 15459 San Jacinto - Property Packet	
E116 - 17290 Wise Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E116 - 17290 Wise Rd - Property Packet	
E117 - 3928 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E117 - 3928 4th St - Property Packet	
E118 - 11515 Davidson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E118 - 11515 Davidson Rd - Property Packet	
E119 - 11250 Cathryn Ln - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E122 - 11146 Gilbert Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E123 - 11555 Sweetgum - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E123 - 11555 Sweetgum - Property Packet	
E124 - 18005 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E124 - 18005 Camelia Dr - Property Packet	
E129 - 17542 Wilber Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	No description given.	
E125 - 545 Lene Lane - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E125 - 545 Lene' Lane - Property Packet	
E126 - 3900 4th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E126 - 3900 4th St - Property Packet	
E131 - 1155 Hillebrandt Acres - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E131 - 1155 Hillebrandt Acres - Property Packet	
E133 - 3205 28th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E133 - 3205 28th St - Property Packet	
E134 - 5200 10th St - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E134 - 5200 10th St - Property Packet	
E136 - 8422 Patterson Rd - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E136 - 8422 Patterson Rd - Property Packet	

Filename	Date uploaded	Uploaded by	Label	Description	Action
E137 - 2235 Stillwater Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E137 - 2235 Stillwater - Property Packet	
E139 - 18045 Camelia Dr - Property Packet.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E139 - 18045 Camelia Dr - Property Packet	
Adoption of Floodplain Ordinance.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Adoption of an updated floodplain ordinance.	
1155 HILLEBRANDT ACRES.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
8186 Oakdale drive.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
17307 WISE ROAD.pdf	02/07/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
9510 Gilbert Rd SD Letter.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
E140 - 15306 Dale Dell Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E140 - 15306 Dale Dell Rd - Property Packet	
E109 - 13096 Martine Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E109 - 13096 Martine Rd - Property Packet	
E121 - 16508 Sandell Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E121 - 16508 Sandell Rd - Property Packet	
E114 - 17393 Wise Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E114 - 17393 Wise Rd - Property Packet	
E112 - 7610 Superior - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E112 - 14553 Craigen Rd - Property Packet	
E117 - 3928 4th St - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E117 - 3928 4th St - Property Packet	
E126 - 3900 4th St - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E126 - 3900 4th St - Property Packet	
E124 - 18005 Camelia Dr - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E124 - 18005 Camelia Dr - Property Packet	
E134 - 5200 10th St - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E134 - 5200 10th St - Property Packet	
E137 - 2235 Stillwater Dr - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E137 - 2235 Stillwater - Property Packet	
1155 HILLEBRANDT ACRES.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
E101 - 8186 Oakdale Dr - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E101 - 8186 Oakdale Dr - Property Packet	
E135 - 23859 Vincent Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E135 - 23859 Vincent Rd - Property Packet	
E111 - 14553 Craigen Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E111 - 14553 Craigen Rd - Property Packet	
E110 - 8498 Winzer Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E110 - 8498 Winzer Rd - Property Packet	
E130 - 15537 San Jacinto - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E130 - 15537 San Jacinto - Property Packet	
E108 - 809 Rosedale - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E108 - 809 Rosedale - Property Packet	

Filename	Date uploaded	Uploaded by	Label	Description	Action
E113 - 17307 Wise Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E113 - 17307 Wise Rd - Property Packet	
E127 - 1638 3rd St - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E127 - 1638 3rd - Property Packet	
E120 - 14192 Lettie Ln - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E120 - 14192 Lettie Ln - Property Packet	
E106 - 11125 Breeana Ct - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E106 - 11125 Breeana Ct - Property Packet	
E105 - 401 Gist - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E105 - 401 Gist - Property Packet	
E102 - 9510 Gilbert Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E102 - 9510 Gilbert Rd - Property Packet	
E107 - 21498 FM 365 - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E107 - 21498 FM 356 - Property Packet	
E103 - 1025 Brockman St - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E103 - 1025 Brockman St - Property Packet	
E104 - 10857 Koelemay - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E104 - 10857 Koelemay - Property Packet	
E115 - 15459 San Jacinto St -Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E115 - 15459 San Jacinto - Property Packet	
E116 - 17290 Wise Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E116 - 17290 Wise Rd - Property Packet	
E118 - 11515 Davidson Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E118 - 11515 Davidson Rd - Property Packet	
E122 - 11146 Gilbert Dr - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	<i>No description given.</i>	
E125 - 545 Lene Lane - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E125 - 545 Lene' Lane - Property Packet	
E131 - 1155 Hillebrandt Acres - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E131 - 1155 Hillebrandt Acres - Property Packet	
E133 - 3205 28th St - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E133 - 3205 28th St - Property Packet	
E119 - 11250 Cathryn Ln - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	<i>No description given.</i>	
E123 - 11555 Sweetgum - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E123 - 11555 Sweetgum - Property Packet	
E136 - 8422 Patterson Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E136 - 8422 Patterson Rd - Property Packet	
E139 - 18045 Camelia Dr - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	E139 - 18045 Camelia Dr - Property Packet	
Adoption of Floodplain Ordinance.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Adoption of an updated floodplain ordinance.	
8186 Oakdale drive.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
17307 WISE ROAD.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	Substantial Damage Letter	
E129 - 17542 Wilber Rd - Property Packet.pdf	03/15/2023	pswain@co.jefferson.tx.us	Location project impact area Attachments	<i>No description given.</i>	

Project site inventory

Does this project subapplication propose to mitigate a property/structure(s)? { **Yes**
Examples: residential home, commercial building, bridge, fire station, levee.
pumping station, wastewater treatment plant, telephone pole, electric line, etc.)

Please describe how the propert(ies) will be selected upon subgrant approval. (Example: Saferoom Lottery Project, Fix the Bricks Project)

Please [download the excel template](#), and then fill out the template with building or infrastructure data.

Enter the location of the property/structure.

List of location(s) (37 locations)

Status	Location ID	Address	Inventory type	Structure type	Mitigation action
✓	72491	E101 - 8186 Oakdale Drive , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72493	E102 - 9510 Gilbert Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72497	E103 - 1025 Brockman , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72500	E104 - 10857 Koelemay Drive , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72503	E105 - 401 Gist Drive , Port Neches, TX, Jefferson, 77651	Building	Residential	Elevation
✓	72507	E106 - 11125 Breeana Court , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72512	E107 - 21498 FM 365 Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72515	E108 - 809 Rosedale Drive , Port Arthur, TX, Jefferson, 77642	Building	Residential	Elevation
✓	72520	E109 - 13096 Martine Road , Hamshire, TX, Jefferson, 77622	Building	Residential	Elevation
✓	72523	E110 - 8498 Winzer Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72525	E111 - 14553 Craigen Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72526	E112 - 7610 Superior Dr , Nederland, TX, Jefferson, 77627	Building	Residential	Elevation
✓	72539	E113 - 17307 Wise Rd , Winnie, TX, Jefferson, 77665	Building	Residential	Elevation
✓	72541	E114 - 17393 Wise Rd , Winnie, TX, Jefferson, 77665	Building	Residential	Elevation
✓	72544	E115 - 15459 San Jacinto St , Hamshire, TX, Jefferson, 77622	Building	Residential	Elevation
✓	72546	E116 - 17290 Wise Rd , Winnie, TX, Jefferson, 77665	Building	Residential	Elevation
✓	72551	E117 - 3928 4th Street , Port Arthur, TX, Jefferson, 77642	Building	Residential	Elevation
✓	72555	E118 - 11515 Davidson Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72558	E119 - 11250 Cathryn Lane , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72560	E120 - 14192 Lettie Lane , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72564	E121 - 16508 Sandell Rd , Hamshire, TX, Jefferson, 77622	Building	Residential	Elevation
✓	72568	E122 - 11146 Gilbert Drive , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72569	E123 - 11555 Sweetgum Lane , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72570	E124 - 18005 Camelia Dr , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72571	E125 - 545 Lene' Lane , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72572	E126 - 3900 4th St , Port Arthur, TX, Jefferson, 77642	Building	Residential	Elevation
✓	72573	E127 - 1638 3rd St , Nome, TX, Jefferson, 77713	Building	Residential	Elevation
✓	72580	E129 - 17542 Wilber Rd , Hamshire, TX, Jefferson, 77622	Building	Residential	Elevation
✓	72582	E130 - 15537 San Jacinto St , Hamshire, TX, Jefferson, 77622	Building	Residential	Elevation

Status	Location ID	Address	Inventory type	Structure type	Mitigation action
✓	72585	E131 - 1155 Hillebrandt Acres , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72587	E133 - 3205 28th St , Port Arthur, TX, Jefferson, 77642	Building	Residential	Elevation
✓	72590	E134 - 5200 10th Street , Port Arthur, TX, Jefferson, 77642	Building	Residential	Elevation
✓	72592	E135 - 23859 Vincent Rd , Winnie, TX, Jefferson, 77665	Building	Residential	Elevation
✓	72594	E136 - 8422 Patterson Rd , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72597	E137 - 2235 Stillwater Drive , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72598	E139 - 18045 Camelia Dr , Beaumont, TX, Jefferson, 77705	Building	Residential	Elevation
✓	72599	E140 - 15306 Dale Dell Rd , Hamshire, TX, Jefferson, 77622	Building	Residential	Elevation

Budget

Budget cost estimate should directly link to your scope of work and work schedule. You must add at least one item(s) greater than 0 for your cost estimate. As necessary, please adjust your federal/non-federal cost shares, and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

Add budget cost types and item(s)

First, click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate.

Grand total: \$6,747,303.68

Budget type: Construction

Cost type: Cost estimate

Edited \$6,426,003.50

Cost estimate is the line item(s) budget to support the scope of work for the execution and completion of the project. Be sure to include the cost associated with revisions/formal adoption. To add a line item, Please click on the Add an item button. Click anywhere within each row or the arrow to edit or delete the line item(s)

Cost Items

Item: Per Parcel Fee - Batch 2

Added \$20,000.00

Quantity	Unit of measure	Unit price	Unit total
2	Each	\$10,000.00	\$20,000.00

Select cost category
Miscellaneous

Pre-award
☐

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award batch



Item: Application Development - Batch 1

Edited \$34,000.00

[More details](#)

Quantity	Unit of measure	Unit price	Unit total
34	Each	\$1,000.00	\$34,000.00
Select cost category		Pre-award	
Miscellaneous		<input checked="" type="checkbox"/>	

Reviewer Edits

Name of cost item from Application Development to Application Development - Batch 1

Quantity from 37 to 34

Justification (included in award package)

Update to award in batch



Item: Elevation Certificates - Batch 1

Edited \$27,200.00

[More details](#)

Quantity	Unit of measure	Unit price	Unit total
34	Each	\$800.00	\$27,200.00
Select cost category		Pre-award	
Miscellaneous		<input type="checkbox"/>	

Reviewer Edits

Name of cost item from Elevation Certificates to Elevation Certificates - Batch 1

Quantity from 74 to 34

Unit price from \$400.00 to \$800.00

Justification (included in award package)

Update to award in batch



Item: Elevation Certificate - Batch 2

Added \$1,600.00

Quantity	Unit of measure	Unit price	Unit total
2	Each	\$800.00	\$1,600.00
Select cost category		Pre-award	
Miscellaneous		<input type="checkbox"/>	

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award in batch



Item: Elevation Certificate - Batch 3

Added \$800.00

Quantity	Unit of measure	Unit price	Unit total
1	Each	\$800.00	\$800.00

Select cost category

Miscellaneous

Pre-award

☐

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award in batch



Item: Structural Integrity Inspections - Batch 3

Added \$1,500.00

Quantity	Unit of measure	Unit price	Unit total
1	Each	\$1,500.00	\$1,500.00

Select cost category

Administrative and legal expenses

Pre-award

☐

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award in batch



Item: Structural Integrity Inspections - Batch 1

Edited \$51,000.00

[More details](#)

Quantity	Unit of measure	Unit price	Unit total
34	Each	\$1,500.00	\$51,000.00

Select cost category

Administrative and legal expenses

Pre-award

☐

Reviewer Edits

Name of cost item from Structural Integrity Inspections to Structural Integrity Inspections - Batch 1

Quantity from 37 to 34

Justification (included in award package)

Update to award in batch

▼

Item: Permitting Fees - Batch 2

Added \$800.00

Quantity	Unit of measure	Unit price	Unit total
2	Each	\$400.00	\$800.00

Select cost category

Administrative and legal expenses

Pre-award

☐

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award in batch

▼

Item: Elevation Cost - Batch 2

Added \$300,984.00

Quantity	Unit of measure	Unit price	Unit total
1	Each	\$300,984.00	\$300,984.00

Select cost category

Construction

Pre-award

☐

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award batch

▼

Item: Structural Integrity Inspections - Batch 2

Added \$3,000.00

TWDB Contract No. 2200012818

EXHIBIT B, Page 25 of 43

Quantity	Unit of measure	Unit price	Unit total
2	Each	\$1,500.00	\$3,000.00
Select cost category		Pre-award	
Administrative and legal expenses		<input type="checkbox"/>	

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award in batch

▼			
Item: Application Development - Batch 3			Added \$1,000.00
Quantity	Unit of measure	Unit price	Unit total
1	Each	\$1,000.00	\$1,000.00
Select cost category		Pre-award	
Miscellaneous		<input type="checkbox"/>	

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award in batch

▼			
Item: Per Parcel Fee - Batch 3			Added \$10,000.00
Quantity	Unit of measure	Unit price	Unit total
1	Each	\$10,000.00	\$10,000.00
Select cost category		Pre-award	
Miscellaneous		<input type="checkbox"/>	

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award in batch

▼			
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Item: Application Development - Batch 2

Added \$2,000.00

Quantity	Unit of measure	Unit price	Unit total
2	Each	\$1,000.00	\$2,000.00

Select cost category

Miscellaneous

Pre-award

☐

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award batch

▼

Item: Permitting Fees - Batch 3

Added \$400.00

Quantity	Unit of measure	Unit price	Unit total
1	Each	\$400.00	\$400.00

Select cost category

Administrative and legal expenses

Pre-award

☐

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award in batch

▼

Item: Inspections - Batch 1

Edited \$85,000.00

[More details](#)

Quantity	Unit of measure	Unit price	Unit total
34	Each	\$2,500.00	\$85,000.00

Select cost category

Project inspection fees

Pre-award

☐

Reviewer Edits

Name of cost item from Inspections to Inspections - Batch 1

Quantity from 37 to 34

TWDB Contract No. 2200012818

EXHIBIT B, Page 27 of 43

Justification (included in award package)
Update to award in batch



Item: Relocation Allowance - Batch 2 Added \$2,000.00

Quantity	Unit of measure	Unit price	Unit total
2	Each	\$1,000.00	\$2,000.00

Select cost category Pre-award
Administrative and legal expenses ☐

Reviewer Edits

Item marked deferred
Item created
Justification (included in award package)
Update to award in batch



Item: Relocation Allowance - Batch 3 Added \$1,000.00

Quantity	Unit of measure	Unit price	Unit total
1	Each	\$1,000.00	\$1,000.00

Select cost category Pre-award
Administrative and legal expenses ☐

Reviewer Edits

Item marked deferred
Item created
Justification (included in award package)
Update to award in batch



Item: Elevation Cost - Batch 3 Added \$260,348.00

Quantity	Unit of measure	Unit price	Unit total
1	Each	\$260,348.00	\$260,348.00

Select cost category Pre-award
Construction ☐

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award in batch



Item: Permitting Fees - Batch 1

Edited \$13,600.00

[More details](#)

Quantity	Unit of measure	Unit price	Unit total
34	Each	\$400.00	\$13,600.00

Select cost category	Pre-award
Administrative and legal expenses	<input type="checkbox"/>

Reviewer Edits

Name of cost item from Permitting Fees to Permitting Fees - Batch 1

Quantity from 37 to 34

Justification (included in award package)

Update to award in batch



Item: Elevation Cost - Batch 1

Edited \$5,841,203.50

[More details](#)

Quantity	Unit of measure	Unit price	Unit total
1	Each	\$5,841,203.50	\$5,841,203.50

Select cost category	Pre-award
Construction	<input type="checkbox"/>

Reviewer Edits

Name of cost item from Elevation Cost to Elevation Cost - Batch 1

Unit price from \$6,414,759.50 to \$5,841,203.50

Justification (included in award package)

Update to award in batch



Item: Inspections - Batch 3

Added \$2,500.00

Quantity	Unit of measure	Unit price	Unit total
1	Each	\$2,500.00	\$2,500.00

<div>Select cost category</div> <div>Project inspection fees</div>	<div>Pre-award</div> <div><input type="checkbox"/></div>
--	--

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award in batch

▼

Item: Per Parcel Fee - Batch 1

Edited\$340,000.00

More details

Quantity	Unit of measure	Unit price	Unit total
34	Each	\$10,000.00	\$340,000.00

Select cost category

Miscellaneous

Pre-award

☐

Reviewer Edits

Name of cost item from Per Parcel Fee to Per Parcel Fee - Batch 1

Quantity from 37 to 34

Justification (included in award package)

Update to award in batch

▼

Item: Relocation Allowance - Batch 1

Edited\$34,000.00

More details

Quantity	Unit of measure	Unit price	Unit total
34	Each	\$1,000.00	\$34,000.00

Select cost category

Administrative and legal expenses

Pre-award

☐

Reviewer Edits

Name of cost item from Relocation Allowance to Relocation Allowance - Batch 1

Quantity from 37 to 34

Justification (included in award package)

Update to award in batch

▼

Item: Inspections - Batch 2

Added\$5,000.00

TWDB Contract No. 2200012818

EXHIBIT B, Page 30 of 43

Quantity	Unit of measure	Unit price	Unit total
2	Each	\$2,500.00	\$5,000.00

Select cost category

Project inspection fees

Pre-award

☐

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

Update to award in batch

Cost type: Management cost

Edited \$321,300.18

Management cost (optional) is the line item(s) to support the scope of work for the execution and completion of the project. Be sure to include the cost associated with managing the project/initiative/activity. To add a line item, please click on the Add an item button. Click anywhere within each row or the arrow to edit or delete the line item(s). Management cost is optional. However, if you want to include Management cost to your budget, you must add at least one item greater than \$0 under the Management cost.

Cost Items

Item: Other

Added \$13,877.40

Quantity	Unit of measure	Unit price	Unit total
1	Each	\$13,877.40	\$13,877.40

Select a budget class

Contractual

Pre-award

☐

Reviewer Edits

Item marked deferred

Item created

Justification (included in award package)

SRMC Batch 3 Update to award in batch

Item: Other

Edited \$321,300.18

[More details](#)

1	Each	\$321,300.18	\$321,300.18
Select a budget class		Pre-award	
Contractual		<input type="checkbox"/>	

Reviewer Edits
Unit price from \$352,557.98 to \$321,300.18
Justification (included in award package)
SRMC Batch 1 Update to award in batch Updated the cost per the county's spreadsheet.

▼

Item: Other

Added \$16,769.20

Quantity	Unit of measure	Unit price	Unit total
1	Each	\$16,769.20	\$16,769.20
Select a budget class		Pre-award	
Contractual		<input type="checkbox"/>	

Reviewer Edits
Item marked deferred
Item created
Justification (included in award package)
SRMC-Batch 2. Update to award in batch

Program income (optional) 0.00

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Proposed federal vs. non-federal funding shares
Hazard mitigation assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. Building Resilient Infrastructure and Communities (BRIC) and small impoverished communities may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

Cost estimate

Is this an Economically Disadvantaged Rural Community? ⓘ This determines your federal/non-federal share ratio. No		% Percentage	\$ Dollar amount
	Proposed federal share	88.66	5697294.70
	Proposed non-federal share	11.34	728708.80
			Based on total budget costs: 63,160,033.50

Please provide justification for exceeding the allowable federal share here.

Because the properties have varying cost share depending on the property classification (SRL, RL or insured or dependent on the SVI).

Management cost

	% Percentage	\$ Dollar amount
Proposed federal share	88.66	284864.73
Proposed non-federal share	11.34	36435.45
Based on total budget cost: 321,300.18		

Non-federal funding sources here

That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

Funding source	% Non-federal share by source	Funding amount
Funding source: Cash	109.58%	\$838,440.23

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Resolution for Match.pdf	01/25/2023	pswain@co.jefferson.tx.us	Budget Attachments	No description given.	
FMA 2022 Budget Jackson Co TWDB Edits 1-23-23 (4).xlsx	01/25/2023	marla.waters@twdb.texas.gov	Budget Attachments	No description given.	
Budget-Narrative Elevations 1-23-23.pdf	01/25/2023	pswain@co.jefferson.tx.us	Budget Attachments	No description given.	
FMA 2022 Budget Jackson Co TWDB Edits 4-26-24.xlsx	09/11/2024	kathy.hopkins@twdb.texas.gov	Budget Attachments	Updated spreadsheet.	
EMT-2022-FM-001-0038-Final Budget.xlsx	09/25/2024	katherine.gonzalez@fema.dhs.gov	Budget Attachments	Batch Budget discussed and approved by the State.	

Cost-effectiveness

How was cost-effectiveness determined for this project?

- ☒ BCA completed in FEMA's BCA toolkit
Subapplicant must attach supporting documentation.
- ☒ Pre-calculated benefits
Please select one or more pre-calculated benefits.

☐ Acquisitions in the special flood hazard area

☒ Elevations in the special flood hazard area

☐ Mitigation reconstruction in the special flood hazard area

☐ Individual tornado safe rooms

☐ Residential hurricane wind retrofits

☐ Non-residential hurricane wind retrofits

☐ Post-wildfire mitigation

☐ Substantial damage in special flood hazard area

- ☐ Other BCA methodology approved by FEMA in writing
- ☐ Not applicable
- Please explain why this project is not applicable.

Please explain why this project is not applicable.

What are the total project benefits? (\$) **12915367**

What are the total project cost? (\$) **7051159.50**

What is the benefit-cost ratio (BCR) for the entire project? **1.83**

Was sea level rise incorporated into the flood elevations in the BCA? **No**

Were environmental benefits added to the project benefits? **No**

Were social benefits added to the project benefits? **Yes**

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Jefferson FMA - BCA Module - 20230118.xlsx	01/25/2023	pswain@co.jefferson.tx.us	Cost Effectiveness Attachments	BCA Module	
BCA Technical Memo.pdf	01/25/2023	pswain@co.jefferson.tx.us	Cost Effectiveness Attachments	BCA Technical Memo	
Zip-Codes Data for Zip 77622.PNG	01/25/2023	pswain@co.jefferson.tx.us	Cost Effectiveness Attachments	Zip Code data for 77622	
Jefferson County - BCA Report - ReWrk - 20230123.pdf	01/25/2023	pswain@co.jefferson.tx.us	Cost Effectiveness Attachments	BCA Report - Updated 1/23/23 with backup for full data runs using FIS.	
Acquisition Elevation Precalculated Benefits Memo 09292.pdf	01/25/2023	pswain@co.jefferson.tx.us	Cost Effectiveness Attachments	Cost Effectiveness Memo	
Jefferson FMA - BCA Export - 20230118.xlsx	01/25/2023	pswain@co.jefferson.tx.us	Cost Effectiveness Attachments	BCA Export File	
Zip-Codes Data for Zip 77705.PNG	01/25/2023	pswain@co.jefferson.tx.us	Cost Effectiveness Attachments	Zip Code data for 77705	
Zip-Codes Data for Zip 77665.PNG	01/25/2023	pswain@co.jefferson.tx.us	Cost Effectiveness Attachments	Zip Code Data for 77665	

Environmental/Historic Preservation (EHP) Review Information

Introduction

An environmental/historic preservation review is required for all activities for which FEMA funds are being requested. FEMA will complete this review with the assistance of both the state or tribal government and the local applicant. It is important that you provide accurate information. If you are having problems completing this section, please contact your application point of contact.

A. National Historic Preservation Act - Historic Buildings and Structures

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? **Yes**

Please confirm that you have provided the information listed below by selecting each check box. (If you have not provided these documents in any other section of the application, please attach the required documents below.)

- ☒ A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location.
- ☒ The first use of the area to be disturbed, noting the extent of previously disturbed ground.
- ☒ A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing. (optional)

- ☐ Any information about potential historic properties, including archaeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.
- ☒ Attached materials or additional comments.

Please provide an explanation and any information about this project that could assist FEMA in its review. (optional)

All documents are included in the uploaded file for each project location. In addition all ground that will be disturbed has previously been disturbed as there is a house already there, we are only elevating the home.

Please provide an explanation and any information about this project that could assist FEMA in its review.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description
Location Map - 545 Lene Lane.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E142_14192LettieLn_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E137_17307WiseRd_Winnie.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E116_11125BreeanaCt_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
322 Berry Dr - Location Map.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E128_39284thSt_PortArthur.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E125_11515DavidsonRd_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E130_39004thSt_PortArthur.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E105_10143BartonRd_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E111_10857KoelemayDr_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E143_15306DaleDellRd_Hamshire.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
17290 Wise Rd - Location Map.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E131_14553CraigdenRd_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.

Filename	Date uploaded	Uploaded by	Label	Description
JeffersonCo_TopoLocation_E135_7610SuperiorDr_Nederland.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_EXXX_17393WiseRd_Winnie.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_E113_401GistDr_PortNeches.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
8186 Oakdale Dr - Topo.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
9510 Gilbert Rd - Topo.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
1025 Brockman - Topo.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
15337 San Jacinto - Topo.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_EXXX_8498WinserRd_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_E118_21498FM365Rd_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_E121_11250CathrynLn_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_E122_809RosedaleDr_PortArthur.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_E134_8422PattersonRd_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_E136_2235StillwaterDr_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_E139_249567thSt_PortArthur.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_E123_320528thSt_PortArthur.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_E119_453BerryDr_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_E126_520010thSt_PortArthur.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>
JeffersonCo_TopoLocation_E127_23859VincentRd_Winnie.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	<i>No description given.</i>

Filename	Date uploaded	Uploaded by	Label	Description
JeffersonCo_TopoLocation_EXXX_18045CameliaDr_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
15459 San Jacinto - Topo Map.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E108_17542WilberRd_Hamshire.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E109_15537SanJacintoSt_Hamshire.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E114_1155HillebrandtAcres_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_EXXX_13096MartineRd_Hamshire.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
11555 Sweetgum Ln - Parcel Map.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
1638 3rd St - Topo.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E124_6508SandellRd_Hamshire.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E115_11146GilbertDr_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.
JeffersonCo_TopoLocation_E138_18005CameliaDr_Beaumont.pdf	12/02/2022	pswain@co.jefferson.tx.us	involveDisturbanceOfGround.attachmentIds	No description given.

C. Endangered Species Act and Fish and Wildlife Coordination Act

1. Are federally listed threatened or endangered species or their critical habitat present in the area affected by the project? **No**

Please confirm that you have provided the information listed below by selecting each check box. (If you have not provided these documents in any other section of the application, please provide the required documents either through attachment and/or comment box below.)

☐ Information you obtained to identify species in or near the project area. Provide the source and date of the information cited.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing. (optional)

☐ Any request for information and associated response from the USFWS, the National Marine Fisheries Service (NMFS) (for affected ocean-going fish), or your State Wildlife Agency, regarding potential listed species present and potential of the project to impact those species.

☐ Attached materials or additional comments.

Please provide an explanation and any information about this project that could assist FEMA in its review. (optional)

Please provide an explanation and any information about this project that could assist FEMA in its review.

2. Does your project remove or affect vegetation? **No**

Please confirm that you have provided the information listed below by selecting each check box. (If you have not provided these documents in any other section of the application, please provide the required documents either through attachment and/or comment box below.)

- ☐ Description of the amount (acre) and type of vegetation to be removed or affected.
- ☐ A site plan showing the project area and the extent of vegetation affected.
- ☐ Photographs or digital images that show both the vegetation affected and the vegetation to remain or to be replanted.
- To help FEMA evaluate the impact of the project, please indicate below any other information you are providing. (optional)**
- ☐ Attached drawings or additional comments.

Please provide an explanation and any information about this project that could assist FEMA in its review. (optional)

Please provide an explanation and any information about this project that could assist FEMA in its review.

3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water? **No**

If Yes, and project is not within an existing building, you must confirm that you have provided the following: (If you have not provided these documents in any other section of the application, please attach the required documents below.)

- ☐ A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).
- ☐ Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and any sediment and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect.
- ☐ A photograph or digital image of the site showing both the body of water and the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing. (optional)

- ☐ Evidence of any discussion with the US Fish and Wildlife Service (USFWS) and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.

Please provide an explanation and any information about this project that could assist FEMA in its review. (optional)

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as 'waters of the U.S.' as identified by the US Army Corps of Engineers or on the National Wetland Inventory? **No**

E. Executive Order 11988 (Floodplain Management)

1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 1% annual chance floodplain, a 0.2% annual chance floodplain, a regulatory floodway, or an area prone to flooding? **Yes**

Please explain in the text box below and/or provide any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.8.) to help FEMA evaluate the impact of the project:

Flood maps are uploaded in the documentation for each home to be elevated under the file entitled maps.

Please provide an explanation and any information about this project that could assist FEMA in its review. (optional)

2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? **No**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
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F. Coastal Zone Management Act

1. Is the project located in the state's designated coastal zone? **No**
TWDB Contract No. 2200012818
EXHIBIT B, Page 39 of 43

G. Farmland Protection Policy Act

1. Will the project convert more than 5 acres of prime or unique farmland outside city limits to a non-agricultural use? **No**

H. Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)

1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? **No**

2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project? **No**

3. Does any project construction or operation activities involve the use of hazardous or toxic materials? **No**

4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials? **No**

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

1. Are there low income or minority populations in the project's area of effect or adjacent to the project area? **No**

J. Other Environmental/Historic Preservation Laws or Issues

1. Are there other environmental/historic preservation requirements associated with this project that you are aware of? **No**

2. Are there controversial issues associated with this project? **No**

3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project? **No**

K. Summary and Cost of Potential Impacts

Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? **No**

Evaluation

Is the applicant participating in the [Community Rating System \(CRS\)](#)? **No**

Is the applicant a [Cooperating Technical Partner \(CTP\)](#)? **Yes**

Was this application generated from a previous FEMA HMA Advance Assistance or Project Scoping award or any other federal grant award, or the subapplicant is a **No**

past recipient of Building Resilient Infrastructure and Communities (BRIC) non-financial Direct Technical Assistance?

Has the applicant adopted building codes consistent with the [international codes](#)? **Yes**

Year of building code **2018**

Please provide the building code. **IBC**

Have the applicant's building codes been assessed on the [Building Code Effectiveness Grading Schedule \(BCEGS\)](#)? **No**

Describe involvement of partners to enhance the mitigation activity outcome. **This is a partnership between the County and homeowners to remove homes from the risk of flooding.**

Discuss how anticipated future conditions are addressed by this project. **We have planned to go 3 feet above the nearest BFE or 1 foot above the high water mark experienced by homes. This will allow some room for future sea level rise or other unforeseen issues which cause additional water to rise around the homes.**

Additional comments (optional) **The State of Texas is a Cooperating Technical Partner (CTP)**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Jefferson Co Elevations Property Review.xlsx	01/25/2023	marla.waters@twdb.texas.gov	Evaluation Attachments	TWDB Property Review	
DDA.pdf	01/25/2023	pswain@co.jefferson.tx.us	Evaluation Attachments	No description given.	
Lobbying Form.pdf	01/25/2023	pswain@co.jefferson.tx.us	Evaluation Attachments	No description given.	
Jefferson Co Requirements for Elevation Subapplications.pdf	01/25/2023	marla.waters@twdb.texas.gov	Evaluation Attachments	TWDB RFI	
RLSRL Calculator Jefferson County.xlsx	01/25/2023	marla.waters@twdb.texas.gov	Evaluation Attachments	TWDB RL/SRL calculations	
Prioritization Criteria Scoring Sheet FY22.xlsx	01/25/2023	marla.waters@twdb.texas.gov	Evaluation Attachments	TWDB Prioritization scoring	

Comments & attachments

► Community	0 comment, 5 attachments
► Mitigation plan	1 comment, 6 attachments
► Scope of work	1 comment, 6 attachments
► Budget	0 comment, 5 attachments
► Cost-effectiveness	0 comment, 8 attachments
► Evaluation	1 comment, 6 attachments
► Environmental/Historic Preservation (EHP)	0 comment, 47 attachments
► Location	0 comment, 308 attachments

Assurances and certifications

[View burden statement](#)

SF-424D: Assurances - Construction Programs

Content

OMB Number: 4040-0009

Expiration Date: 02/28/2025

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal 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 nondiscrimination 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 for 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 nondiscrimination. 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 or 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 and 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.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2025

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 of Lobbying Activities," 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 of Lobbying Activities," 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.

Jefferson County 2022 FMA Implementation Plan



February 2025



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Document Appendix



General Scope

This project aims to elevate thirty-seven (37) NFIP-insured structures three feet (3ft) above the best available BFE as determined by the County Floodplain Administrator or one foot (1ft) above the highwater flood elevation of the structure, whichever is higher. Each structure will be lifted a minimum of three feet (3ft); the calculated minimum lift height will be rounded up to the nearest half foot (0.5ft). The homes will be elevated in accordance with the Court Ordered Jefferson County Floodplain Ordinance; all elevation work will be completed in compliance with structure plans and specifications, all applicable codes & standards, and minimum NFIP requirements.

The County will administer the grant through their consultant on behalf of the participating homeowners. There are several ongoing elevation grant programs in the coastal Texas region, with multiple capable, experienced, and qualified elevation contractors, surveyors, and licensed engineers available in the area. Many of these firms have experience from multiple previous elevation & reconstruction programs and have in-depth experience with FEMA funded elevation programs. Interested firms will prepare and submit an application for consideration to the County through a formal procurement process. The County will select multiple contractors to provide bids for elevation work, engineering firms to preform engineering assessments, elevation design, and perform inspections, and surveyors to obtain pre-construction elevation certificates.

Through their consultant, the County will order and obtain pre-construction elevation certificates from a licensed surveyor. A Texas professionally licensed engineer will conduct a structural integrity assessment for elevation feasibility; structures deemed feasible for elevation will proceed in the bidding process. Project management will consult with homeowners to confirm finished-work preferences and provide these details to the engineer of record; the engineer will perform the appropriate analyses and produce stamped construction plans for each structure. Together, the pre-construction elevation certificate, engineered design, and relevant notes from the homeowner(s), project management, or the engineer of record are used to create the pre-construction Bid Packet.

Project Management will schedule a bid walk for each structure; elevation contractors will be given Bid Packets and contact information for the engineer of record. During the bid walk, contractors will meet with project management, the Homeowner (s), and County representatives to gather their own pre-construction measurements, photos, and any other data required to formulate their bid. Contractor bids will initially be submitted to project management for a completeness and compliance review. Project management will develop a Homeowner Financial Packet containing all relevant financial details and consult with the Homeowner(s) to aid in contractor selection as needed. Once homeowner selects contractor, TWDB will complete a final review and approval of the bid.

Homeowners and their selected elevation Contractor will sign an Elevation Contract (bi-party) & County Agreement (tri-party); template copies of contracts are approved prior to implementation by TWDB and prepared by Project Management. Any change to the template contracts will be sent to TWDB for review and approval before execution. Before commencement of construction work, Contractors must submit contact information for sub-contractors, permitting information, and bonding & insurance verification. Contractor documentation submittal will be reviewed by Project management.



Construction will begin after satisfying Milestone 1 requirements. Contractors will work with the engineer of record to finalize any outstanding pre-construction matters and prepare for construction to begin.

Homeowners will relocate from the commencement to the completion of construction. In the initial construction phase, Contractors will prepare the site, clear vegetation, and excavate around and under the structure as necessary in preparation for the lift. Concrete will be cut, porches/landings disconnected, and detached garage connections (breezeways) separated as needed. Utilities will be disconnected, elevated, and reconnected by licensed plumbers and electricians as required. After exposing the existing foundation, the Contractor will tunnel and cut into the existing structure as needed; the homes will be lifted using hydraulic lifts installed under the structure connected to a unified jacking machine, most commonly utilizing I-Beams inserted in the priorly dug tunnels to support the structure during lifting. Temporary cribbing will be placed underneath to support the structure during lifting.

A grant-compliant foundation system, designed and inspected by the Engineer of Record, will be constructed for the lifted structure to rest on. The space below the lowest habitable floor will be designed to allow for the entry and exit of flood waters through the use of flood ventilation (if applicable) to achieve consistency with deed restrictions, local homeowners' association rules, all FEMA & NFIP requirements, and Jefferson County Floodplain and building codes. Contractors will obtain an under-construction elevation certificate during Milestone 2 and a final elevation certificate during Milestone 4 demonstrating that the final lift height meets grant and local requirements. For eligible and approved homeowners, ADA-compliant access (ramp or mechanical lift) will be provided.

A County procured engineer will perform third-party inspections throughout construction and provide project management with inspection reports. Project Management will visit the construction site periodically to confirm progress and compliance, including a bid walk, under construction, and closeout visit. The Engineer of Record will inspect the construction progress as required.

During closeout, Homeowners will submit verification of updated flood insurance coverage and eligible temporary housing receipts for reimbursement to Project Management. Project Management will work with the County to document NFIP compliance requirements in the property deed. Homeowners will be provided with a closeout packet containing project documentation, including the final elevation certificate, stamped as-built engineering drawings, and final letter of completion. Project management will submit the AW-501 form, assist homeowners with ICC (if applicable) and updating NFIP coverage, and prepare final closeout documentation for submission to TWDB.

The County will establish an account for grant fund receipt and will pay firms upon eligible request for payment. Contractors will submit invoices directly to the County for payment through Project Management. Project management will ensure payment requests are eligible for payment and track expenses and payments. Elevation contractors will be paid in stages correlated with the completion of work. Surveyors and engineers will be paid following receipt of documentation/reports.



Contractor Procurement

1. RFQ is released to develop an eligible elevation contractor pool for future homeowner selection.
2. RFQ is released to obtain Pre-Construction Elevation Certificates from an eligible surveying firm.
3. RFQ is released to select an Engineer of Record.
4. RFQ is released to select eligible third-party inspection firm(s); inspections will be preformed by a Texas licensed professional engineer.
5. County will review and score proposals from all RFQs and select firms for program participation.
6. PM will compile all procurement documentation, including preliminary selections, notices to proceed, and contracts, and will send to TWDB for review and approval prior to the bidding phase of pre-construction.

Pre-Construction

1. Homeowners determined to have a cost-share will sign a Pre-Mitigation payment agreement.
2. PM will issue notice to proceed to Surveying firm to obtain a pre-construction Elevation Certificate.
3. PM issues Notice to Proceed with structural integrity assessments to the engineer of record.
4. Upon receipt, PM will review and save pre-construction Elevation Certificates and structural integrity assessments for use during scoping and bidding.
5. A copy of the pre-construction elevation certificate will be provided to the EOR and Homeowner(s).



Scoping & Bidding

1. PM team will calculate minimum lift height and populate the Scoping Form with bidding relevant project data.
2. PM team will work with Homeowners to complete the pre-construction Scoping Form. This form will be used to confirm existing property data, input any relevant notes regarding the structure or property, indicate upgrades / extras preferences. PM will consult with Homeowners to confirm selections and clarify cost-share expectations.
3. PM will issue a notice to proceed with elevation design and engineering to the engineer of record for homes with satisfactory structural integrity assessments and complete Scoping Packets.
4. PM team will produce a pre-construction Bid Packet. The Bid Packet will be sent to procured elevation contractors prior to the property bid walk(s).
5. PM will schedule a bid walk with homeowners(s) and procured elevation contractors. The bid walk will be scheduled for 30min at the address of the project site in order for contractors to obtain their own photos, measurements, and other relevant details needed to formulate their bid(s).
6. Contractors will send elevation bids documents to PM for a compliance and completeness review.
7. PM team will compile bids into a Homeowner Financial Packet. This packet will contain a calculation of cost-share per structure, and create a summary table for comparison for each contractor to aid in selection.
8. Once a homeowner has made their elevation contractor selection, the PM will send bids to TWDB for a concurrent review. If TWDB requests for updates or modifications to the selected bids, the PM and County will work with the selected contractor to make changes requested by TWDB until all changes requested have been made and TWDB provides approval and concurrence.
9. PM team will prepare an elevation contract (Bi-party) and County agreement (tri-party) documents for each participant / contractor. Draft contracts will be sent to homeowners & contractors prior to signing for review. Homeowners will be given a FAQ sheet including contact information for their contractor, PM, and third-party inspector. Contract templates will be reviewed and approved by TWDB prior to drafting.
10. Once finalized, contracts will be signed by homeowners, contractors, the County and/or the PM team where applicable.
11. The Homeowner cost-share is due in its entirety during contract signing. Upgrade/extras must be paid by separate check, also during contract signing.



Construction

Phase 1

1. The Elevation Contractor will submit to PM a Phase 1 Payment Request. The request will include the following documentation:

- Interior & Exterior Photos
- Performance & Payment Bond
- Contact information for licensed plumber, electrician, and engineer of record
- Certificate of Insurance
- Building Permit
- Executed Elevation Contract & County Agreement
- List and contact information of Sub-Contractors
- Signed sub-contractor lien waiver(s)

2. A Notice to Proceed with Construction will be issued by PM; elevation work must commence within 15 days of contract execution.

Phase 2

Third Party Inspector will submit inspection report and invoice to PM team. PM team will review the Phase 2 Inspection report and submit the invoice with a payment request cover sheet to the County for payment.

The Phase 2 Third Party Inspection will include reports on the following:

- Mobilization of Equipment
- Structure Elevated and resting on cribbing
- Tunneling portion of work completed (if applicable)
- Under-Construction Elevation Certificate
- WPI-1 Submission Confirmation
- Clearing Work
- Site Photos
- Payment Authorization Form

Contractor will submit Phase 2 payment request. The Phase 2 payment request will include:

- Satisfactory Inspection Report
- Under-Construction Elevation Certificate
- Site Photos
- Engineer of Record's concurrence with 60% completion



Phase 3

Third Party Inspector will submit inspection report to PM team for review.

The Phase 3 inspection report will include reports on the following:

- Concrete Columns built
- New foundation substantially complete
- Site Photos

Contractor will submit Phase 3 payment request. The Phase 3 payment request will include:

- Satisfactory Inspection Report
- Site photos
- Engineer of Record's concurrence with 90% completion

Phase 4

Third Party Inspector will submit inspection report to PM team for review.

The Phase 4 inspection report will include reports on the following:

- Completion of all work
- Utilities Reconnected
- Site Cleanup
- Stamped As-Built Plans
- Windstorm compliance verification
- Final Elevation Certificate
- Site Photos

Contractor will submit Phase 4 payment request. The Phase 4 payment request will include:

- Satisfactory Inspection Report
- Site photos
- Warranty Documentation
- As-Built plans
- Engineer of Record's concurrence with completion
- Verification of Windstorm Compliance (*Screenshot of the TDI website is sufficient*)
- Lien Waivers for subcontractors
- ADA Compliance Documentation (*if applicable*)
- Completion of upgrades / extras, acknowledged by Homeowner (*if applicable*)
- Homeowner concurrence with satisfactory completion.



Closeout

1. PM team will visit the site to confirm completion and grant compliance of the elevation project.
2. Homeowner will submit eligible temporary housing expense receipts for reimbursement. PM team will review submitted documentation for appropriateness and date eligibility. Eligible expenses will be reimbursed via check issued by the County.
3. PM team will request homeowner to obtain and submit verification of updated flood insurance coverage.
4. PM team will complete FEMA form AW-501 and file with transmittal cover sheet.
5. PM team will work with County to permanently record NFIP coverage requirements in the property deed.
6. County and PM team will provide reconciliation of funds by structure spreadsheet to TWDB.
7. PM team will develop homeowner closeout packet complete with relevant project documents, not limited to:
 - Final Elevation Certificate
 - Windstorm Verification
 - Warranty Documentation
 - PM team will complete internal closeout packet to include:
 - Project timeline
 - Notes of complaints/ conflicts
 - Photos of completed project
 - ICC documentation
 - Temporary housing reimbursement documentation
 - AW-501 form copy



General

- County will hold a public information session with homeowners on the approved grant prior to Pre-construction.
- PM will follow up with homeowners and distribute a Participant guide in preparation for program start.
- PM team will provide monthly updates to homeowners via email.
- PM will make routine visits to the home(s) during the course of construction to verify progress and compliance.
- PM will retain all project records for three years.
- PM team will prepare Quarterly reports and submit to the County for review. After County approval, the PM team will submit the signed reports to TWDB.
- Requests for reimbursement will be submitted quarterly. PM team will compile required documentation, complete required forms, and submit for review, approval, and payment.
- PM team will send template copies of the Elevation Contract & County Agreement to TWDB for review and approval prior to bidding.
- If applicable, PM will work with homeowners to complete the HMA Medical Accommodations Request & Information Form during the scoping process. Once complete, PM team will review and submit to TWDB for review and approval.
- Contractors will schedule inspections with third parties and engineer of record at the appropriate time per Milestone requirements.
- Homeowners may request any documentation not already provided to them from the PM team via phone or email.
- Homeowner concurrence with completion is required at each milestone.



Upgrades & Extras

Upgrades available for homeowner selection include the following:

- Additional Elevation Height
- Expanded Landings (standard is 4x4 for a single entry, 4x8 for French/double doored entries; maximum 20sq ft above grant requirements)
- Enclosure wall / Material for enclosure wall (Split faced block only)

Homeowners who select upgrades are required to sign a Non-Eligible Work Acknowledgment prior to contract signing. Upgrades / extras are not eligible for grant funding. Any work not specified in the grant's contractual agreements may not take place during the course of grant elevation work. No outside agreements for non-eligible work are permitted beyond pre-approved upgrade selections. Upgrades (including enclosure walls) which interfere with the completion timeline are not allowed and must be pursued / completed after grant closeout.

Corrective Actions

Over the course of construction inspections will be performed by grant-procured engineering firms, assigned at contract signing. For invoices to be processed, inspection forms that indicate concurrence with satisfactory completion of the work must be submitted to PM. Contractors are responsible for scheduling inspections and notifying PM using the provided contact information once the approximate completion percentage is reached.

If corrective actions are noted on the inspection form for the applicable Phase the invoice will not be paid until the corrections are made. If correcting the deficiencies constitute a re-inspection to be completed outside of regularly scheduled inspections by the grant-procured inspector, the cost of that inspection will be charged directly to the contractor.

In some cases, the engineer of record may be able to deem variations from drawings acceptable. All corrective action forms received by PM & the contractor will be communicated to the engineer of record for awareness and input.

Conflicts / Complaints

Should any issues arise, the complaints or concern must be presented to PM in writing no more than 10 days after occurrence / first occurrence. Complaints may be made via email. All complaints must state the facts surrounding the claim and the circumstances under which the conflict arose. PM will investigate the complaint and issue a determination in writing to both the homeowner and contractor. Should the contractor disagree with the determination by project management, work is not to stop on the project unless by written order by PM. Should this disagreement occur, the contractor should document their disagreement and note that they are proceeding with the work under protest. During the complaint resolution process, the contractor is to proceed with the elevation work unless notified of a stop work order by PM, in writing.



Non-Responsive & Withdrawn Participants

Homeowner(s) wishing to withdrawal from the program will make such requests in writing to PM. PM team will save a copy of this correspondence to the project file and request a scope modification through TWDB. PM team will keep regular contact with homeowners.

Homeowners who do not respond within 7 days of initial contact will be deemed “unresponsive.” Participants who are unresponsive for 1 month will be assumed to be withdrawing from the program. PM team will continue to attempt to contact unresponsive participants until the end of the 1 additional month via phone, email, and certified mail. At this time, PM team will request a scope modification through TWDB and update the homeowner via certified mail.

Failed / Unsatisfactory Structural Integrity Assessment

Homes will undergo an initial structural integrity assessment during the pre-construction phase, performed by the procured and assigned engineer of record. Each report will include the engineer’s professional opinion regarding lift feasibility. Homes with satisfactory reports will move forward in the program, however, homes deemed infeasible for lift will be placed on hold or withdrawn from the program.

Homeowners will receive a copy of their structural integrity assessment during the pre-construction phase. In some cases, repairs may be recommended by the engineer of record for homes which do not “pass” the inspection. If the homeowner wishes to pursue these repairs, the project will be put on hold until the repairs are made; the repairs must be made within 6 months of the initial determination. After repairs, homeowners may request a reinspection, at their own cost. If the new assessment is satisfactory, the home will resume in the pre-construction phase. If the homeowner does not wish to pursue repairs, or if the home is in such a state that repairs within the allotted 6-month period are impractical, the home will be withdrawn from the program, and PM will request an alternate structure to take its place.

Insurance & ICC

Homeowners will sign the Acknowledgement of Conditions form during the application phase. Homeowners are required to maintain NFIP coverage for the life of the property, regardless of transfer of ownership. Verification of current flood insurance must be submitted to the PM team; the PM team will reach out to homeowners with approaching coverage expirations to obtain updated coverage verification. During project closeout, homeowners will be required to update their NFIP coverage and submit verification to PM team. The verification document must demonstrate that the amount of NFIP building coverage is equal to or greater than the cost of the grant-eligible project cost.

If a homeowner is eligible for ICC funding, they must file; homeowners with no cost-share are not required to file for ICC funds. PM team will assist homeowners as needed throughout the application process.



Temporary Housing Expense Reimbursement

Prior to construction commencement, the selected elevation contractor will notify the homeowner(s) and PM team when vacation of the property will be required. Homeowners are not permitted to be onsite from the commencement of construction throughout passing of the Milestone 4 inspection. Eligible temporary housing costs (maximum of \$1,000) will be reimbursed during closeout.

Homeowners must submit receipts from hotel stays/rentals for review by PM team for eligibility for reimbursement. Eligible expenses include pet boarding, and hotel stays within Jefferson County (excepting resorts). Homeowners are encouraged to reach out to PM team prior to finalizing relocation arrangements for advice.

Change Orders

At times, deviations from the original design or budget may be required. Requests for change orders must be submitted to PM team in writing for consideration and are restricted to work items that may only have been foreseeable once construction has commenced. Once issued, change orders are considered modifications to the originally signed contracts during the pre-construction period. All change orders will be submitted to TWDB for prior notice and approval.



Invoicing Requirements

PM team will receive and evaluate all invoices for completeness and compliance. Approved invoices will be sent to the County for payment with a summarization / payment request cover sheet detailing the applicable project and site address and payment information.

The County will make payments by check for each approved invoice and send documentation to PM team for inclusion in requests for reimbursement.

Elevation Contractors

Elevation Contractor invoices must meet the following requirements for all phases:

- Submitted on official company letterhead
- Include the address of applicable home
- Reference only one project per invoice
- Include applicable Milestone / Phase number

Elevation Certificates

Invoices for Elevation Certificates must meet the following requirements:

- Submitted on official company letterhead
- Include the address of applicable home
- Reference only one project per invoice
- Include “Pre-Construction Elevation Certificate” as a description of work
- Be submitted with, or after submission of Elevation Certificate

Engineering

Invoices from the Engineer of Record must meet the following requirements:

- Submitted on official company letterhead.
- Include the address of the applicable home.
- Reference “Engineering Design” as a description of work.
- Be submitted with, or after submission of stamped engineering drawings.

Inspections

Invoices for structural integrity assessments and construction inspections must meet the following requirements:

- Submitted on official company letterhead
- Include the address of applicable home
- Include the applicable inspection type / Phase
- Be submitted with, or after submission of inspection report



Document Appendix

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Homeowner Pre-Mitigation Services Payment Agreement

This Pre-Mitigation Services Agreement is made by and between the County of Jefferson, (hereinafter referred to as the “County”) and _____ (hereinafter referred to as the “Property Owner”). For and in consideration of Ten and No/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the County and Property Owner hereby agree as follows:

1. Property Owner is the owner of the property located at:

Jefferson County, Texas, hereinafter referred to as the “Property.”

2. County was awarded a grant from the Texas Water Development Board through the Federal Emergency Management Agency for the Flood Mitigation Assistance Grant Program (the “Program”).

3. The Program requires the owner to pay _____% of all costs involved.

4. The Property qualifies to participate in the Program.

5. The Program requires a structural assessment, and, where applicable, a pre-construction elevation certificate for qualifying Properties.

6. The Program requires stamped engineering drawings be produced by a licensed professional engineer for each structure.

NOW THEREFORE, the County and Property Owner agree as follows:

1. County will pay the Contractor(s) retained to perform the structural assessment, and, where applicable, a pre-construction elevation certificate and Property Owner will pay to County his/her/their cost share. County will provide Property Owner a copy of the original invoice for all charges.



2. County will pay the Engineer of Record retained to create elevation design(s) and Property Owner will pay to the County his/her/their cost share. County will provide Property Owner a copy of the original invoice for all charges.

3. County will provide a copy of the Structural Integrity Assessment Report, Pre-Construction Elevation Certificate, and stamped engineering drawings to Property Owner.

4. Pursuant to the Program, County will be responsible for _____ (_____%) of the cost of the structural assessment and elevation certificate, and elevation design.

5. As consideration to receive the benefits of the Program and to participate in the County elevation Program, Property Owner agrees as follows:

- a. Property Owner will pay his/her/their cost of the structural assessment and elevation certificate as follows:
 - i. \$_____ Structural Assessment
 - ii. \$_____ Pre-Construction Elevation Certificate
 - iii. \$_____ Engineering

6. Property Owner will make payment to the County pursuant to one of the following options:

- a. Pay at the time of the structural assessment and pre-construction elevation certificate are ordered, and to pay at the time the Engineer of Record is issued a Notice to Proceed; or
- b. Pay when Property Owner selects the construction contractor.

7. Property Owner agrees and acknowledges that in the event he/she/they does/do not participate in the Program after the structural assessment and pre-construction elevation certificate are ordered and engineering analysis and design preformed, Property Owner is still responsible for paying the County for such services. The above referenced amount will be due and payable by the Property Owner within 30 days of providing notice of his/her/their intent not to participate in the Program or Property Owner's failure to hire a contractor.

8. All notices shall be made in writing to the following:

Property Owner(s):

E-Mail: _____

Telephone: _____



County:

E-Mail: _____

Telephone: _____

Project Management:

Tidal Basin Group

E-Mail: _____

Telephone: _____

7. All payments must be made by either check, money order, or cashier's check. All payments are non-refundable. Payment shall be made payable to

“ _____ ”

And mailed or hand delivered to the following address:

8. In the event Property Owner does not pay the County for the above referenced services, County may seek any legal remedies available to recoup the Property Owners fees.

The terms of this Agreement shall be governed by the laws of the State of Texas.

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.



IN WITNESS HEREOF, County and Property Owner have executed this Agreement effective:

County of Jefferson, Texas

By _____
Title _____
Date _____

Property Owner(s)

By _____
Date _____



Scoping Form



Jefferson County
2020 FMA Elevation Program

Placeholder – Elevation Certificate



Existing Residence Specifications



Property Address _____

Homeowner(s) _____

Square Footage _____

Foundation Type _____

Number of Stories / Bedrooms / Bathrooms

Garage _____

_____/_____/_____

Garage Preference _____

Number of single doored entrances / exits to the home _____ Double/French/Side by side _____

Elevation Information

Base Flood Elevation _____ Feet

First Floor Elevation _____ Feet

Minimum Lift Height _____ Feet

Flood Zone _____

All residential structures that are part of the Jefferson County HMA Grant Projects shall be elevated, either three (3) feet above the best available BFE as determined by the County Floodplain Administrator or one (1) foot above the high-water flood elevation for the structure, whichever is higher. The elevations set for elevating a structure shall be rounded to the nearest 0.5 foot. All structures shall be elevated using a pier system. The minimum elevation from ground level under the structure shall be no less than 3 feet.



Homeowner Preferences & Comments

Upgrade options are not eligible for grant funding. Costs for selections other than “Grant Standard” must be paid entirely by the homeowner, due at contract signing. No other upgrades or additional work is permissible during the construction phase. Please reference the attached information sheet or contact project management for further guidance.

Upgrades & Extras preferences

Expanded Landing Size _____ Total sq ft.
Location(s) & Dimensions

Homeowner desired lift height _____ Ft.
Structural Wall Material _____

Homeowner Comments

Known Flood History

Year	Storm	Flood Depth (Feet)

Note on Best Available data: In some cases, homeowners may seek increased grant funded lift height by providing evidence that the additional height is necessary to prevent future flood losses. If you feel this applies to you, or have any questions, please reach out to the Tidal Basin team. The minimum lift height shall be no less than 3 (three) feet to satisfy Jefferson County Court Order requirements.



Other Comments

Note to Contractors

The preferences listed in this document are based on a counseling session conducted with the homeowner. This Scoping Document is being provided to assist the Contractor in providing the most accurate, final price for the structure as described. In preparing the bid, assume that the most cost-effective standard materials will be used. Any upgrades from the standard materials are not eligible under the grant and must be paid for entirely by the homeowner. Any cost associated with upgrades should be itemized and invoiced separately from grant - allowable costs.

Any increased cost due to the homeowner selecting to raise their house above the minimum elevation height or the most cost-effective elevation height will be considered a homeowner upgrade. This increased cost should be itemized and invoiced separately from grant allowable costs.

There is to be no other work offered or agreed upon to be conducted during the grant project unless specified in the County Agreement or Elevation Contract.



Scoping Guidance

Property & Elevation Information

This data is gathered from documentation submitted through the application phase of the program, as well as your structural integrity assessment and pre-construction elevation certificate. Your pre-construction elevation certificate is attached to the scoping packet and will be included as part of the bid packet to procured elevation contractors.

Garages, porches, and carports which are attached to the structure are eligible for lift. Detached garages are not eligible for elevation.

Enter omitted information in the spaces provided (if known). If you have any questions, please contact Tidal Basin for assistance.

Upgrades & Extras Preferences

Upgrade selections are voluntary, and the cost is the responsibility of the homeowner in its entirety, due at contract signing.

Landings – Grant standard landing size is 4x4ft for a single doored entry, and 4x8ft for a French or double doored entry. Homeowners may choose to expand their landing size up to an additional 20sq ft of pressure treated lumber. If selecting this option, please specify preferred landing size.

Enclosure Wall Material – If an enclosure wall is required as a component of the most cost-effective design, homeowners may choose to select split faced block as opposed to gray CMU (grant standard). If your desired shade is known, please add it to the homeowner comments.

Additional Elevation height – The minimum lift height is calculated at BFE + 3Ft, with a minimum lift of 3ft required in this program. Any additionally requested lift height is considered an upgrade and is applied to the homeowner cost share.



FAQ

I have questions about this form or grant compliance, who do I contact?

Please reach out to Tidal Basin using the contact information below for all grant-related questions. For general or status-related questions please contact Tidal Basin through the Hazard Mitigation Grant Program Team. If you have questions or concerns regarding grant policy, compliance, or questions regarding this or other project forms, please reach out to a project manager directly.

What comes next?

Once you have completed this packet, please send a copy back to Tidal Basin using the contact information below. Once received, project management will review your selections and develop a bidding package for contractors. After this, we are ready to move forward with scheduling a time for contractors to meet with you and gather information to prepare their bids.

How long does bidding last?

Typically, contractors are given 2 weeks following a meeting to submit bids for review. Review times vary depending on a variety of factors and involve several steps between Tidal Basin and Contractors. Once finalized, you will be provided with a financial package that includes your bids and cost-share information.

Can I request any additional upgrades or work to be done on my home during elevation?

Only upgrades specified in the above form are allowable during construction. There is to be no work performed outside of the scope of the grant during the construction phase, beginning with Contract signing and ending with Closeout.

Contact Information for Project Management

Andrea Hebert | 985-233-0268 | andreahebert@tidalbasin.rphc.com

Bidding Rules & Instructions

- Please review the schedule for bid walk times and details. This is a formal visit to the property and will be your only opportunity to assess the home before providing a bid. If a company representative is unable to attend the scheduled bid walk, please contact Tidal Basin as soon as possible to make other arrangements.
- There is to be no contact between homeowners and elevation contractors prior to selection without the prior approval and presence of Tidal Basin or Jefferson County representatives. Contractors may not advertise, solicit, or discuss their bid information with homeowners prior to selection. Contractors may not visit the site prior to selection without Tidal Basin or Jefferson County representatives. If project management receives evidence of violation of this rule your bid may be removed from homeowner selection.
- Prior to the scheduled bid walk, contractors may submit promotional materials for approval (1 page maximum) for distribution to the homeowner. Approved materials will be provided to the homeowner as part of their selection packet following bid approval. Do not include contact information in your promotional materials, including references from prior projects (you may include your company's website address).
- Each contractor will receive the following as part of a Bid Packet
 - Pre-Construction Elevation Certificate
 - Homeowner Scoping Document
 - Structural Integrity Assessments
 - Stamped Engineering Drawings

Bid Formatting

There is currently no bid sheet template for Jefferson County Elevations; contractors are required to submit bids that at minimum observe / include the following:

- All amounts must be accompanied by a title / description.
- Elevation Certificate cost is capped at a maximum of \$400 for both an under construction & final elevation certificate.
- Clearly indicate the anticipated lift height / final elevation.
- Separate / label upgrade related line items from grant eligible charges.

Changes & Review

- Once your bid has been received by Tidal Basin it will be reviewed by project management and Texas Water Development Board. It may be returned to you with notes for correction. Once all corrections have been made, Tidal Basin will approve and finalize the bid.
- If your bid is over the grant allowable budget for federal expenditure, you will be notified by Tidal Basin. You are not required to alter your bid if you receive this notification.
- Once bids have been finalized (approved and signed), they will be provided to the homeowner for consideration and selection. No changes may be made to your bid without the written consent of both the homeowner and Tidal Basin.



Upgrades & Extras

The following are allowable items for homeowner requested upgrades in Jefferson County:

- Expanded Landings (Maximum additional 20 Sq Ft)
- Additional Lift Height
- Enclosure wall (if not required by most cost-effective design) / Split faced block enclosure wall

Only upgrades / extras noted in the above, approved list are allowable in the program during grant construction. No other work, unless authorized in writing from the County and Tidal Basin and added to the contract(s) may be included in your bid. Further requests from the homeowners may only be commenced once the grant has been “closed out” on the property.

Tidal Basin Contact Information

Andrea Hebert | 985-233-0268 | andreahebert@tidalbasin.rphc.com



Elevation Contract

CONTRACT FOR ELEVATION WORK

THIS CONTRACT, entered into as of _____, by and between **NAME(S)** hereinafter called the "**Owner**", and **CONSTRUCTION CONTRACTOR** hereinafter called the "**Contractor**",
WITNESSETH:

WHEREAS, the Owner has applied to JEFFERSON County, Texas, hereinafter called the "County", for housing ELEVATION assistance under the FMA Contract No. 2000012820 Grant Award from the Texas Water Development Board through the Federal Emergency Management Agency known as the Flood Mitigation Assistance Grant Program (hereinafter "FMA"), and the County has approved such application; and

WHEREAS, the Owner proposes to pay the cost of the ELEVATION assistance provided for in this Contract with the proceeds of the FMA funds allotted to the Owner by the County under FMA and from Owner's required non-federal share of the cost of such ELEVATION work; and

WHEREAS, in response to the invitation of the County, the Contractor has submitted a Bid Proposal for the performance of the ELEVATION work provided for in this Contract; and

WHEREAS, JEFFERSON County Commissioners Court awarded RFSQ No. 22-47 Contractor Qualifications for Residential Home ELEVATION for FEMA Disaster Funding Recipients hereinafter called the "Project" on , Court Order dated August 9, 2022 and

WHEREAS, the County and Owner have accepted the Contractor's Bid Proposal for the performance of such ELEVATION work, and desires to engage the Contractor to perform such ELEVATION work in accordance with the provisions of this Contract and applicable requirements of FMA; and

WHEREAS, the County shall utilize TIDAL BASIN, Inc. as Program Manager, hereinafter called the "Manager", as the representative for the COUNTY for this contract.

NOW, THEREFORE, for consideration stated herein, Owner and the Contractor do hereby mutually agree as follows:

GENERAL CONDITIONS

Sec. 1. Property to be Elevated. The Property to be elevated pursuant to this Contract is located at:
PROPERTY ADDRESS .

Sec. 2. Contract Price. Upon satisfactory completion of the ELEVATION work provided for in this Contract, as determined on the Owner's behalf by the County, the Contractor shall be paid the amount of **SPELL OUT CONTRACT AMOUNT (\$00,000)** hereinafter called the "CONTRACT PRICE", which shall constitute full and complete compensation for the Contractor's performance of the ELEVATION work provided in this Contract.

Sec. 3. Notice. Any notice permitted or required to be given under this Contract shall be in writing and may be given by hand-delivery, email, or certified United States mail, postage prepaid, return receipt requested addressed to:

Owner(s):

NAME(S)
CONTACT INFORMATION

Manager:

TIDAL BASIN, Inc.
126 Business Park Dr,
Utica, NY 13502
ATTN: Andrea Hebert
Email: andreahebert@tidalbasin.rphc.com

County:

JEFFERSON County Floodplain Department
1149 Pearl St
Beaumont, TX 77701
ATTN: Michelle Falgout
Email: michelle.falgout@jeffcotx.us

Contractor:

CONSTRUCTION CONTRACTOR
ADDRESS
ATTN:
Email:

Sec. 4. Acceptance of Contractor's Bid Proposal. Contractor's Bid Proposal for the ELEVATION work in this Contract has been accepted by Owner and County on _____. Said Detailed Contractor's Bid is attached hereto as **Exhibit "B"**.

Sec. 5. Contract Documents. The Contract Documents that comprise this contract for ELEVATION work consists of this Contract, as executed on behalf of the Owner and the Contractor, and the following additional documents, each of whom is hereby incorporated in this Contract by reference: (a) the Contractor's Bid Proposal including scope of work (**Exhibit "B"**); (b) Engineered Design (include Engineer-stamped design once stamped once completed and signed by both Contractor and Owner) and attached hereto as **Exhibit "D"**; and (c) RFSQ No. 22-047 including all terms and conditions, general specifications, and Federal requirements.

The Contractor shall perform the ELEVATION work provided for in this contract in strict conformance with the Contract Documents that comprise this Contract. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change these provisions. **Specifically, no "side" or "additional" contracts are to exist between**

the Owner and Contractor.

Sec. 6. Scope of Work. The Contractor shall furnish all necessary materials equipment, tools, labor, and supervision necessary to perform, and shall perform all of the ELEVATION work provided for in this Contract as set forth in the bid proposal, scope of work as defined in the RFSQ and engineered design, relating to the property described in Section 1 of this Contract. All supplies used in the ELEVATION shall be new and **MATERIALS OF GOOD QUALITY.**

The Contractor shall, in accordance with contract documents, elevate the house in accordance to COUNTY requirements as determined by an official elevation certificate or the last flood of record. If mutually agreed upon by the Owner, Contractor and Manager, the Contractor must achieve additional elevation height beyond the grant minimum as specified in the bid.

Sec. 7. Time of Performance. The Contractor shall commence the ELEVATION work provided for in this Contract within FIFTEEN (15) CALENDAR DAYS from the date of contract execution and shall satisfactorily complete such work within ONE HUNDRED FIFTY (150) CALENDAR DAYS from the date of start of construction. The Contractor shall be responsible for scheduling the ELEVATION work, and for coordinating the operations of all trades, subcontractors and suppliers engaged by the Contractor in connection with the work. All ELEVATION work provided for in this Contract shall be done in a competent and workmanlike manner. Notwithstanding the aforesaid, the Contractor may be excused from the time of performance requirement if, during the progress of the work, delay is authorized in writing by the Manager due to any act or negligent act of the Owner or by authorized changes in the work, or by strikes, lockouts, fire, flood, unusual delay in transportation, epidemic, unavoidable casualties, weather of unusual severity, or any causes completely beyond the Contractor's control, and the time of completion shall be extended for such reasonable time as the Manager may decide. The Manager shall make final decisions on the jurisdiction of causes offered as a basis for extension of time. All extensions of time must be approved in writing by Manager.

Sec. 8. Permits and Codes. The Contractor shall, at his own expense, secure all necessary permits and licenses required in connection with the performance of the ELEVATION work provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable codes and regulations of the County and other applicable entities. Before installing any work, the Contractor shall examine the List of Work, General Specifications and Plan Drawings (if any) for compliance with applicable codes and regulations of the County and other applicable entities. The Owner, with the assistance of the County, will adjust this Contract by Change Order to comply with such codes or regulations, unless written waivers covering the difference has been granted by the appropriate agency or department of the County or entity, and make appropriate adjustment in the Contract Price. If the Contractor should fail to observe the foregoing provision, and proceeds with the installation of any work not in compliance with applicable codes or regulations of the County or entity, including any written waivers, notwithstanding the fact that such installation is in compliance with the List of Work, General Specifications and Plan Drawings (if any), the Contractor shall correct such work without cost to the Owner, but a Change Order will be issued by the Owner to cover only the excess cost that the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

Sec. 9. Care of Work. The Contractor shall keep the premises clean and orderly during the course of the ELEVATION work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance of the work and shall remove all debris on completion of the work. All surplus materials delivered to the job site and all materials, fixtures and equipment removed and not reused shall remain or become property of the Contractor and its subcontractors and shall be removed from the job site promptly after completion as well as all rubbish and debris resulting from the Contractor's operation. *Owner shall not remove, use, or hide materials delivered to the job site by Contractor.* When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner thereof of such hazards.

Contractor shall not hire a firm to perform engineering services on the same home if that firm also was contracted by the County to provide Structural Integrity and Inspection Services.

Sec. 10. Insurance. Prior to commencement of the Services, Contractor shall furnish Owner and Project Manager with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to Owner and Project Manager. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Best rating of V/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits set forth on **Exhibit "C."** Owner and County shall be named as additional insured to all required coverage except for Workers' Compensation. All liability policies including Workers' Compensation written on behalf of Contractor shall contain a waiver of subrogation in favor of Owner and County.

Sec. 11. Performance and Payment Bond. Contractor shall provide to Owner and Manager a payment and performance bond, each in the amount of value of the project plus 10% within ten (10) calendar days after execution of contract. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Owner/Manager reserves the right to accept or reject any surety company proposed by Contractor. In the event Owner/Manager rejects the proposed surety company, Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Owner/Manager.

Sec. 12. Contractor to Hold Owner, Manager and County Harmless. The Contractor shall indemnify, and hold harmless the Owner, Manager, the County, its Officials, employees and consultants from all liability claims and attorney's fees incurred by the indemnee, for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly

employed by either the Contractor or such subcontractors and suppliers.

Sec. 13. General Guaranty. The Contractor shall guarantee the ELEVATION work performed under this Contract for a period of ONE (1) YEAR from the date of the completion and final payment of all work required by this Contract, and shall remedy any defect due to faulty material or workmanship, as decided by the County, and pay for any damage to other work resulting therefrom which shall appear within the period of ONE (1) YEAR from the date of the 90% final payment for such work. The Contractor shall also furnish the Owner, c/o the Manager, with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract.

Sec. 14. Inspection. During and after the performance of the ELEVATION work, the Contractor and the Owner shall permit the County, the Manager, the State of Texas and/or the United States Government to examine and inspect the ELEVATION work as necessary to assure that the ELEVATION work contracted for and performed by the Contractor:

- (a) will bring the property items being rehabilitated into compliance with the requirements of the FMA Guidelines; and,
- (b) is being completed in accordance with the requirements of this Contract including the bid proposal, scope of work and engineered design.

The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the locality to assure proper accounting for all funds. These records will be available for audit purposes to the locality or the State or any other authorized representative and will be retained for three years after contract completion unless permission to destroy them is granted by the locality. Moreover, the locality, State, or any authorized representative shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor shall pay for the cost of failed inspections and untimely inspections that prevent sufficient evaluation of the work associated with the applicable milestone as determined by the inspection firm and the Manager. Inspection disputes should be sent in writing to the Manager and the County. Inspection company shall directly invoice the contractor for the cost of failed and untimely inspections. If Contractor fails to timely pay for the cost of failed and untimely inspections, Contractor hereby authorizes the payment to be deducted from the milestone being paid.

Sec. 15. Assignment of Contract. The Contractor shall not assign this Contract without the prior written consent of the County, Owner and Manager.

Sec. 16. Contract Changes. *No modifications of this Contract shall be made after its execution by the Contractor and the Owner except by written instrument signed by the Contractor, accepted by the Owner and approved by the Manager.* In the event violation of applicable codes and/or health and safety violations are discovered during construction, said violations shall be inspected by Manager, and Owner and Contractor agree to add correction of the code violations and/or health and

safety violations if funds are available. In the event funds are not available, the violations which are more severe will be corrected first, with an appropriate change order.

Sec. 17. Changes in the Work. No changes, alterations, additions, deletions or substitutions shall be made in the work or materials called for in the List of Work, General Specifications, Engineered drawings, or Plan Drawings (if any) which are part of this Contract, except by written **Change Order** signed by the Owner AND Contractor and approved in writing by the Manager. Change Orders shall be limited to covering work items, the need for which cannot be determined until sometime during the Contractor's performance of the ELEVATION work, and when issued, shall be deemed to be modifications of this Contract as originally executed by the Owner and the Contractor. All proposed Change Orders shall be reviewed and approved by the Manager before being signed by the Owner. The ELEVATION work shall be completed pursuant to the engineered design in this contract unless change orders are approved in writing.

Sec. 18. Owner to Cooperate with Contractor. The Owner shall permit the Contractor to use, at no cost to the Contractor, existing utilities such as light, heat, power and water necessary to the Contractor's performance and completion of the ELEVATION work provided for in this Contract, and shall otherwise cooperate with the Contractor to facilitate the performance of the work. The Contractor shall be responsible for the removal and replacement of rugs, coverings and furniture, etc., as necessary. The execution of this contract establishes the Contractor's right to enter the property identified in Sec. 1 of this agreement to complete ELEVATION work until project completion and final inspection approval. Under this provision, the homeowner agrees to allow the Contractor access to the property and agrees to cooperate with the Contractor to complete ELEVATION work.

Sec. 19. Occupancy Provision. The premises are not to be occupied during the course of the ELEVATION work. The Owner may not interfere with the ELEVATION work. The Owner may not enter the construction zone.

Sec. 20. Interest of County Officials and Personnel in Contract. No member of the County's staff and no officer, employee of member of the governing body of the County who exercises any functions or responsibilities in connection with the administration of FMA to which this agreement pertains shall be allowed by either the Owner or the Contractor to have any private interest, direct or indirect, in the agreement.

No officer or employee of the County or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

Sec. 21. Method of Payment. Payments shall be made based upon that portion of the work which has been completed. Contractor shall provide a sworn statement to the Owner and Manager, setting forth the percentage of the services provided which were completed pursuant to RSFQ 22-047/MR, Scope of Work, Section 1.0 and the respective backup documentation, and any other documentation

required to support compensation due. Said statement shall be accompanied by an affidavit signed by an officer or principal of the Contractor certifying that the work was performed, it was authorized by the Manager and that all information contained in the invoice being submitted is true and correct.

Upon receipt of the Contractor's requisition for payment, the Manager shall make a partial and/or final inspection of the property to which this requisition pertains, to assure that the property has been brought into compliance with the RFSQ 22-047, and that the ELEVATION work has been satisfactorily completed in conformance with this Contract, the bid proposal, the scope of work and the engineer-stamped design. The Contractor shall be paid the Contract Price for completion of the work only after final inspection and acceptance of all work to be completed by the Contractor pursuant to this Contract, and the Contractor has furnished the Owner, c/o the Manager all guarantees and warranties due the Owner for the ELEVATION work, satisfactorily executed releases of all liens or claims for liens by the Contractor, all laborers, all subcontractors having performed any work, and all suppliers of materials, equipment and services provided to the Contractor in connection with the work. Any payments are subject to satisfactory intermediate and final inspection by the Manager. The final payment shall be made including all remaining amounts due under the Contract as adjusted in accordance with approved Change Orders and subject to withholding of any amounts due the Owner for "Liquidated Damages" as may be necessary to protect the Owner against any claim arising from the Contractor's operations under the Contract. If the Manager and Owner deem it unnecessary to correct work injured or not done in accordance with this Contract and its attachments, an equitable deduction from the Contract Price based solely upon the judgment of the Manager, shall be made therefore. The retainage payment shall be made 30 day after the final payment subject to withholding of any amounts due the Owner for "Liquidated Damages" as may be necessary to protect the Owner against any claim arising from the Contractor's operations under the Contract which may arise during the 30-day period. No payment made under the Contract shall act as a waiver of the right of the Owner to require the fulfillment of all Contract terms.

The Owner agrees to allow payment in full to the Contractor, subject to the County's acceptance of the Housing ELEVATION work as satisfactorily completed in accordance with this Contract, the scope of work, the bid proposal and the engineer-stamped design.

Sec. 22. Applicable Law. The laws of the State of Texas govern all disputes arising out of or relating to this Contract. The parties hereto acknowledge that venue is proper in JEFFERSON County, Texas for all legal actions or proceedings arising out of or relating to this Contract and waive the right to sue or be sued elsewhere. Nothing in this Agreement shall be construed to waive the County's sovereign immunity.

Sec. 23. Disputes. All disputes arising under this Contract or its interpretations, whether involving law or fact or both, extra work, and all claims for alleged breach of contract shall be presented in writing by the Contractor or Owner to the Manager, within TEN (10) DAYS of commencement of the dispute, for decision by the Manager. Such claims shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. While the claim is reviewed, the Contractor shall proceed with the work. Any work stoppages must be approved in writing by the Manager. Any claim not presented within the time limit specified in this section shall be deemed to have been waived. Each decision by the Manager will be in writing and will be emailed and mailed by regular mail to the Contractor and the Owner. If the Contractor does not

agree with any decision of the Manager, the Contractor shall in no case allow the dispute to delay the work on the other items in this Contract, but shall promptly notify the Owner and the Manager that he is proceeding with the work on the other items in this Contract under protest and he may then except the matter in question from the final lien release until the dispute has been resolved according to law. The Owner agrees to allow the Contractor to complete all necessary work under this contract while disputes are reviewed for decision by the Manager.

Sec. 24. Liquidated Damages. It is agreed between the Owner and the Contractor that damages due to delay are impossible to determine and that in the event the Contractor does not complete the work required under this Contract within the specified time, the Contractor shall be liable for and shall deduct from the total Contract amount as liquidated damages, the sum of ONE HUNDRED DOLLARS AND NO CENTS (\$100.00) FOR EACH CALENDAR DAY OF DELAY from the date stipulated for completion in this Contract except as modified by Change Order or conditions stated in Sections 5 and 14 until such work is satisfactorily completed and accepted. The Contractor maybe excused from liquidated damages in the event that delays are approved in writing from the Manager as set forth in Section 7.

Sec. 25. Termination. The Manager shall notify the Contractor of Owners intent to declare the Contractor in default in the performance of this Contract in case(s) where the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, scope of the work, bid proposal and/or the engineer-stamped design, or fails to proceed with or complete the work within the time limit specified in this Contract or the provisions of the Contract are otherwise violated by the Contractor. The Manager shall notify Owner of Contractor's intent to declare the Owner in default if the provisions of the Contract are otherwise violated by Owner. Such NOTICE OF INTENT TO DECLARE DEFAULT shall contain the reason(s) for the intent of such declaration and the Contractor and/ or Owner shall be declared in default and his/her right to proceed under the Contract terminated, unless such Contractor and/ or Owner corrects such violation or satisfactory arrangements are made for its correction within TEN (10) DAYS after date of notice of Notice Intent to Declare Default was emailed and mailed by certified mail return receipt requested. Should the Contractor and/or Owner not meet the requirements mentioned above, the respective party shall declare the other party in default upon TWO (2) DAYS Notice of Declaration. If the Contractor is declared in default, the Owner, with the assistance of Manager, will proceed to have the work completed through Contractor's Bond. Contractor shall be responsible for any damages resulting to the Owner and/or Manager by reason of said default. In the event of any breach of this Contract and/or unsatisfactory work, the Owner, upon written approval by the Manager, may at his option, engage the services of another contractor to complete the work and deduct the cost of such completion from any amount due the Contractor hereunder. If the Owner is declared in default of this agreement by Contractor, the Owner will be responsible for completing the ELEVATION work outside of the FMA. Owner will be required to re-pay County all money expended on the ELEVATION work. Owner hereby acknowledges and approves County filing a lien in the County Clerk's Official Records on the property subject to the ELEVATION to secure the funds expended on the ELEVATION.

Sec. 26. Effective Date of Agreement. This Agreement shall not become a Contract binding upon the parties concerned until these parties have properly signed this Agreement.

Sec. 27. Contractor Work Environment. This Agreement establishes the Contractor's right to a productive and safe work environment. Harassment, interference, or other action(s) committed by the Owner that are contradictory to timely, and safe completion of ELEVATION work on the part of the Owner are in violation of this agreement. Any complaints arising from this agreement shall be presented to the Manager and County in writing within five (5) business days of the first occurrence of harassment, interference, or other action(s) committed by the Owner.

Sec. 28. State Auditor Clause. By executing this Contract the SUBCONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

Sec. 29. Financial Records Clause. The SUBCONTRACTOR (S) and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TWDB. Accounting by the SUBCONTRACTOR (S) and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

Sec. 30. Ownership Clause. The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR (S) and the TWDB. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR (S) or its SUB-SUBCONTRACTORS will in no way limit the TWDB 's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a TWDB copyright and produced by the SUBCONTRACTOR (S) or TWDB pursuant to this CONTRACT may be printed by the SUBCONTRACTOR (S) or the TWDB at their own cost and distributed by either at their discretion. The SUBCONTRACTOR (S) may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The SUBCONTRACTOR (S) and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

Sec. 31. No Debt Against the State Clause. This SUBCONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all

obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

Sec. 32. Licenses, Permit and Insurance Clause. For the purpose of this CONTRACT, the SUBCONTRACTOR (S) will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR (S) shall obtain all necessary insurance, in the judgment of the SUBCONTRACTOR (S), to protect themselves, the CONTRACTOR, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT. The SUBCONTRACTOR (S) shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the SUBCONTRACTOR (S) may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR (S), arising out of the activities under this CONTRACT.

The SUBCONTRACTOR (S) shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR (S) to perform the subject work.

ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions, and such documents stated in Section 2, such additional provisions shall be attached to this Contract prior to its execution by the Contractor and the Owner. If no additional provisions are to be included in this Contract, this Contract shall so state by having the word "NONE" written or typed on the following line._____.

Any and all revisions attached to "Notice to Proceed".

IN WITNESS WHEREOF, the Contractor and the Owner have executed this Contract as of the date first above written.

HOMEOWNER(S)

Signature(s)

CONTRACTOR

Signature Contractor's Authorized Representative

Printed Name:_____

EXHIBIT A

QUALIFIED BIDDER

The Manager has reviewed received bids and has determined that the Owner's contractor selection, **CONSTRUCTION CONTRACTOR** has submitted a bid within the acceptable limits and is a qualified bidder. As such, the County is in agreement with the terms of this contract between the Owner and the Contractor.

Jeff Branick
JEFFERSON County Judge

Project Manager, TIDAL BASIN

Date

Date

EXHIBIT B

DETAILED CONTRACTOR BID

EXHIBIT C

INSURANCE REQUIREMENTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by JEFFERSON County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. THE FOLLOWING COVERAGES ARE REQUIRED:

- 1. Statutory workers compensation in accordance with the State of Texas requirements.
- 2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

	COVERAGE	PER PERSON	PER OCCURRENCE
a.	Premises and product liability	\$1,000,000	\$1,000,000
b.	Aggregate policy limits	\$1,000,000	

- 3. Comprehensive automobile and truck liability insurance (covering owned, hired, and non-owned vehicles):

	COVERAGE	PER PERSON	PER OCCURRENCE
a.	Bodily injury (including death)	\$1,000,000	\$1,000,000
b.	Property damage	\$1,000,000	\$1,000,000
c.	Aggregate policy limits	\$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of JEFFERSON County and JEFFERSON County, Texas harmless; i.e., shall include coverage for “Hold Harmless Agreement”.

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of JEFFERSON County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of JEFFERSON County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by JEFFERSON County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

EXHIBIT D
ENGINEERING DRAWINGS

County Agreement

Voluntary Elevation Agreement

Between

Jefferson County

And

Homeowner Name(s)

THIS AGREEMENT, (the “Agreement”) is made and entered into on this _____ day of _____, 202____, by and between the County of Jefferson, a political subdivision of the State of Texas, herein represented by its Director of Floodplain Management (hereinafter referred to as “COUNTY”) and _____, owner(s) of the Property identified in section 4.2 (hereinafter referred to as “PARTICIPANT”).

On September 20, 2022 the County accepted the grant award from the Texas Water Development Board through the Federal Emergency Management Agency which featured the Property identified in Section 4.2.

1.0 Administration of Agreement.

1.1 County. All work shall be under the direction of the Floodplain Manager; (hereinafter referred to as “COUNTY”), and all requests, plans, reports, etc. shall be submitted to the Department of Engineering. All approvals and administration of this Agreement shall be through the department unless tasks are designated to the project management, County Auditing Department, or construction supervision firms.

1.2 Project Management Services. As authorized by executed Task Order dated September 14, 2022 and Notice to proceed dated August 24, 2021, Tidal Basin, has been awarded the contract to perform project management services for properties in the 2020 FMA Grant (Elevations) under RFP 21-024/YS. Tidal Basin may be reached at (985) 233 - 0268 or 126 Business Park Drive, Utica, NY 13502.

1.3 Construction Supervision Services. As authorized by Court Order, dated August 9, 2022 and Task order dated _____, 2022, _____ has been awarded the contract to perform construction supervision services for properties in the FMA and HMA grants under

contract no. RFSQ No. 22 – 50. _____ may be reached at
(xxx) xxx-xxxx or _____.

1.4 Site Visits. DHS/FEMA and/or TWDB, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of PARTICIPANT under this Grant, PARTICIPANT shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

2.0 Scope of Agreement. PARTICIPANT is eligible for payment of eligible expenses detailed in Exhibit A under the Federal Emergency Management Agency’s Flood Mitigation Assistance Grant Program for an amount not to exceed federal share of \$_____ for the Elevation of the Property identified in Section 4.2 with a PARTICIPANT required non-federal share of \$_____ (the “Project”).

2.1 Project funding cannot duplicate funds received by or available to PARTICIPANT from other sources for the same purpose. Examples of other sources include insurance claims, other assistance programs, legal awards, or other benefits associated with properties or damage that are subject of litigation. PARTICIPANT must identify any potential duplication of benefits.

2.2 PARTICIPANT acknowledges and agrees that this Project is paid for by Federal funds, and that the following applies:

2.2.1 The COUNTY is paying the Federal portion of the Project upfront and is not reimbursed until the Project is completed;

2.2.2 PARTICIPANT is required to cooperate with TIDALBASIN and the selected Contractor, and the third-party inspector;

2.2.3 All materials delivered to the Project are for the Project and may not be removed, used or utilized, or hidden by PARTICIPANT;

2.2.4 PARTICIPANT must allow Contractor and all subcontractors access to the Property while the Project is in progress;

2.2.5 PARTICIPANT must treat Contractor and subcontractors with respect;

2.2.6 If PARTICIPANT prevents Contractor and/or subcontractors from performing the job contracted for, this Contract may be terminated and PARTICIPANT will be required to re-pay COUNTY all funds expended up to termination of this Contract. Inability to repay COUNTY will result in COUNTY filing a lien on the Property in the County Clerk's Official Records and enforcing the lien.

2.2.7 COUNTY will pay all milestones within 30 days of receipt after inspection and approval by the third-party inspector if the milestone complies with the engineer-stamped design drawings and the scope of work outlined in project documents.

2.2.8 Should PARTICIPANT terminate this agreement or exit the grant program, the PARTICIPANT will be responsible for all costs expended up to the termination. Inability to repay COUNTY will result in COUNTY filing a lien on the Property in the County Clerk's Official Records and enforcing the lien.

2.3 PARTICIPANT acknowledges that the property identified in section 4.2 of this agreement shall be elevated at a minimum either: three (3) feet above the best available BFE as determined by the County Floodplain Administrator or one (1) foot above the highwater flood elevation for the structure or a minimum of 3 feet above the ground, whichever is higher and that no lower elevations are allowed under this agreement. Planned structure elevations shall be rounded up to the nearest 0.5 foot. Base Flood Elevation will be determined by the Floodplain Administrator. The highwater flood elevation will be verified using alternate documentation such as pictures or videos of water level experienced.

3.0 Notice to Proceed. The PARTICIPANT shall be issued the following Notices to Proceed from the Project Management Firm.

3.1 Procure Bids. TIDAL BASIN will coordinate with all County-approved list of contractors a pre-bid meeting at the Property. PARTICIPANT will be required to participate in the pre-bid meeting. After pre-bid meeting, all contractors will provide bids to TIDAL BASIN. TIDAL BASIN will provide the summarized bids to PARTICIPANT to select the contractor of his/her/their choice.

PARTICIPANT contractor selection shall be submitted to TIDAL BASIN in writing. TIDAL BASIN, PARTICIPANT and Contractor shall review, discuss the project, and finalize all documents.

- 3.2 Notice to Procure Engineering.** After finalization of all documents with Contractor, TIDAL BASIN shall issue a notice to proceed with engineering drawings to the Construction Contractor with copy provided to PARTICIPANT.

Selected Construction Contractor shall submit the engineer design plans to TIDAL BASIN for grant compliance review. Engineer design plans will be compared to the detailed cost estimate by TIDAL BASIN.

Engineer design plans and detailed cost estimate may require revision(s) by Engineer and/or selected Construction Contractor to ensure federal funds will be expended on expenses that are necessary, allocable, and reasonable. PARTICIPANT will approve and sign off on any design changes required. Should items included in engineer design plans and/or detailed cost estimate be deemed ineligible federal cost under section 2.0, the costs are the responsibility of the PARTICIPANT and need a separate work agreement and proof of payment.

Should PARTICIPANT terminate this agreement or exit the grant program, the PARTICIPANT will pay the cost of engineering and design to the Contractor.

- 3.3 Notice to Proceed with Construction.** After review and approval of engineer design plans and detailed cost estimate, TIDAL BASIN shall schedule a meeting with the PARTICIPANT and selected construction firm to sign the construction contract(s). Contracts may not be signed without a TIDAL BASIN representative present. Should items be constructed outside of the scope identified in the approved contract and plans, these items shall be deemed ineligible for the federal cost share of Section 2.0. Any ineligible costs are the responsibility of the PARTICIPANT and will require separate work agreement(s) and proof of payment.

4.0 Operations.

- 4.1 Term:** The term of this Agreement shall expire on 1/12/2027 which is the end of the TWDB grant contract identified as contract 2000012820. Should the TWDB

issue an extension to the grant period of performance, the term will automatically extend to the new period of performance, if needed.

4.2 Location. _____ (the “Property”).

4.3 Compliance with Laws, Rules, and Regulations. PARTICIPANT and selected Construction Contractor shall comply with all applicable laws, rules and regulations.

5.0 Financial Matters.

5.1 Payments. The payment schedule for services will be as follows:

5.1.1 PARTICIPANT. PARTICIPANT shall remit local cost share for project services to COUNTY upon execution of this Agreement. All payments must be made by cashier’s check. All payments are non-refundable. Payment shall be made payable to “JEFFERSON COUNTY FMA HOMEOWNER’S MATCH FUND” and hand-delivered upon signing this Agreement.

5.1.2 In the event Property Owner does not pay the County for the above referenced services, County may seek any legal remedies available to it, including filing a lien on the Property in the County Clerk’s Official Records and enforcing the lien, to recoup the monies paid by COUNTY. The terms of this Agreement shall be governed by the laws of the State of Texas.

5.1.3 Construction. COUNTY shall pay invoices directly to the construction contractor, after review and approval by TIDAL BASIN, for eligible expenses documented by milestone inspection reports according to the schedule of values below. The COUNTY will not pay construction invoices without passed milestone inspection reports submitted by the third-party inspector. Failed inspections and re-inspections shall be deducted from Contractor invoices and the Contractor billed directly by the inspection company.

5.1.3.1 Milestone 1 – 20% of Construction Contract Amount

5.1.3.2 Milestone 2 – 40% of Construction Contract Amount

5.1.3.3 **Milestone 3** – 30% of Construction Contract Amount

5.1.3.4 **Milestone 4** – 10% of Construction Contract Amount

5.1.4 **Temporary Housing Reimbursement.** COUNTY shall reimburse PARTICIPANT for cost incurred that meet guidelines of the Temporary Housing Reimbursement procedures up to the maximum allowable costs under the Grant (\$1,000 for elevation. PARTICIPANT is not eligible for the reimbursement without proper receipt and documentation of expenses. COUNTY reserves the right to reject reimbursement for unallowable costs.

5.1.5 PARTICIPANT hereby acknowledges and agrees that if all milestone inspection reports are approved by the inspector and the project is elevated or reconstructed as the signed sealed engineer drawings specify, COUNTY will pay the milestone even if PARTICIPANT refuses to approve and/or sign the final milestone form.

COUNTY shall issue all checks on a net thirty (30) day basis from the date of receipt of all required documents by COUNTY.

6.0 Records.

PARTICIPANT shall provide JEFFERSON County, FEMA, TWDB, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the PARTICIPANT which are directly pertinent to this agreement for the purposes of audits, examinations, excerpts and transcriptions. The PARTICIPANT shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts of transcriptions as reasonably needed.

The PARTICIPANT shall maintain all books, records, accounts, and reports required under this agreement for a period of not less than three (3) years after the date of termination or expiration of this agreement, except in the event of litigation or settlement of claims arising from the performance of this agreement, in which case PARTICIPANT shall maintain books, records, accounts, and reports until the PARTICIPANT, JEFFERSON County, FEMA, TWDB, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

7.0 Termination or Suspension. The terms of this Agreement shall be binding upon the PARTIES hereto until the work has been completed; but this Agreement may be terminated under any or all of the following conditions:

- a. By mutual agreement and consent of the PARTIES hereto.
- b. By COUNTY as a consequence of the failure of PARTICIPANT and/or Construction Contractor to comply with the terms in a satisfactory manner, provided COUNTY, through TIDAL BASIN, will give PARTICIPANT and Construction Contractor written notice of any such failure and ten (10) days (or more if authorized in writing by the COUNTY) to cure any such failure.
- c. By either PARTY upon failure of the other PARTY to fulfill its obligation as set forth in the Agreement.
- d. By COUNTY for convenience by issuing PARTICIPANT thirty (30) days written notice.
- e. If PARTICIPANT terminates this agreement, PARTICIPANT agrees to pay the cost of services rendered up to the date of termination.

8.0 Notice. Any communications to be given hereunder by either PARTY to the other shall be deemed to be duly given if set forth in writing and personally delivered, sent by mail or electronic mail as follows or to their designee:

COUNTY: Jefferson County Engineering Department
 Michelle Falgout, P.E., CFM
 County Floodplain Manager
 1149 Pearl St
 Beaumont, TX 77701
 michelle.falgout@jeffcotx.us
 (409) 835-8584

PARTICIPANT: Homeowner Name
 Street Address
 City, State, Zip
 Email address
 Phone Number:
 [If more than one owner on the house, need each person's contact
 information]

TIDAL BASIN: Andrea Hebert

985-233-0268

andreahebert@tidalbasingroup.com

8.1 Written notices hereunder delivered personally or Electronic Mail shall be deemed communicated as of actual receipt or emailed; notices deposited with an overnight delivery service shall be deemed communicated the following business day; mailed notices shall be deemed communicated five (5) days after deposit in the mail.

9.0 Insurance.

9.1 PARTICIPANT shall secure and maintain at its expense National Flood Insurance Program (NFIP) insurance upon completion of the project in perpetuity. The requirement to maintain flood insurance will be documented in the Property deed. Failure to acquire and maintain such insurance will forfeit milestone payments in Section 5 and may result in recoupment of the amount of the grant funds expended by FEMA. Recoupment of funds from FEMA will be the sole responsibility of the PARTICIPANT to repay to FEMA.

The PARTICIPANT is required to provide an Insurance Declaration page demonstrating the amount of NFIP building coverage is at least equal to the final eligible project cost (Federal and Non-Federal Share) or NFIP maximum coverage to COUNTY and TIDAL BASIN prior to release of the final milestone payment and any eligible homeowner reimbursements.

9.2 Prior to the execution of the Construction Contract with the Selected Construction Contractor, PARTICIPANT or Selected Contractor shall provide, proof of the following insurance coverage of the Selected Construction Contractor (or applicable sub-contractors).

- a. Insurance requirements under the Request for Statement of Qualifications, attached hereto as Exhibit “C”.
- b. A riggers endorsement equal to or exceeding the current market value of the structure.
- c. The state licensing board for contractors’ certification classification of “rigging, house moving, wrecking and dismantling.”

9.3 Upon failure of PARTICIPANT to furnish, to deliver and maintain such insurance as provided, this contract, at the election of the COUNTY, may be forthwith declared suspended, discontinued or terminated. Failure of PARTICIPANT to take out and/or to maintain insurance shall not relieve PARTICIPANT from any liability under the contract.

10.0 General.

10.1 PARTICIPANT shall indemnify and hold harmless COUNTY and TIDAL BASIN against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or organization for damages to person or property, to the extent caused by the negligent acts, errors, and/or omissions by Selected Construction Contractor, its employees, agents, and subcontractors.

10.2 Further, PARTICIPANT hereby agrees to indemnify COUNTY and TIDAL BASIN for all reasonable expenses and attorney's fees incurred by or imposed upon COUNTY and TIDAL BASIN in connection therewith for any loss, damage, injury or other casualty pursuant to this section. PARTICIPANT further agrees to pay all reasonable expenses and attorney's fees incurred by COUNTY and TIDAL BASIN in establishing the right to indemnity pursuant to the provisions of this Section.

10.3 PARTICIPANT acknowledges and agrees that the rights and obligations conferred and contained herein shall be non-exclusive in nature, and COUNTY makes no representations or warranties to the contrary.

10.4 It shall be the duty of every COUNTY officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the county, and the duty of every applicant for certification of eligibility for a county contract or program, to cooperate with the inspector general in any investigation, audit, inspection, performance review, or hearing.

By signing this document, every corporation, partnership, or person contracting with the COUNTY, whether by cooperative endeavor, intergovernmental agreement, bid, proposal, application or solicitation for a county contract, and every

application for certification of eligibility for a county contract or program, attests that it understands and will abide by all provisions of this contract.

- 10.5** This Agreement represents the entire Agreement between COUNTY and PARTICIPANT. This Agreement may only be amended in writing and must be signed by both COUNTY and PARTICIPANT.
- 10.6** This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in JEFFERSON County, Texas.
- 10.7** Nothing contained in this Agreement shall constitute or be deemed or construed to create and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties or affiliates thereof).
- 10.8** Any approvals or consents required hereunder shall not be unreasonably withheld, conditioned or delayed. The parties shall execute any documents or take any further actions as reasonably required to effectuate this Agreement.

AUTHORITY FOR COUNTY TO REMOVE PARTICIPANT FROM THE PROGRAM

RUDE, OFFENSIVE AND INAPPROPRIATE BEHAVIOR WILL NOT BE TOLERATED FROM PARTICIPANT(S). ALL PARTICIPANTS ARE EXPECTED TO TREAT COUNTY, TIDAL BASIN, INSPECTORS, CONTRACTORS, AND SUBCONTRACTORS WITH RESPECT. THE CONTRACTOR HAS A RIGHT TO A PRODUCTIVE AND SAFE WORK ENVIRONMENT. HARASSMENT, INTERFERENCE, OR OTHER ACTION(S) COMMITTED BY THE PARTICIPANT THAT ARE CONTRADICTORY TO TIMELY, AND SAFE COMPLETION OF ELEVATION WORK ON THE PART OF THE PARTICIPANT ARE IN VIOLATION OF THIS AGREEMENT. FOWL LANGUAGE, SCREAMING, AND THREATENING CONDUCT WILL NOT BE TOLERATED. IF YOU HAVE A CONCERN OR COMPLAINT, TIDAL BASIN HAS AN APPROPRIATE METHOD OF SUBMITTING SUCH COMPLAINT AND IT WILL BE HANDLED APPROPRIATELY. IF A PARTICIPANT REFUSES TO UTILIZE THE APPROPRIATE COMPLAINT PROTOCOL AND INSTEAD CHOOSES TO HARRASS, OFFEND, SCREAM, CUSS, AND NOT DISCUSS THE SITUATION IN A RATIONAL MANNER, PARTICIPANT WILL BE PROVIDED NOTICE OF REMOVAL FROM THE PROGRAM AND A LIEN FOR THE MONEY EXPENDED BY THE COUNTY WILL BE FILED ON THE PROPERTY. BY SIGNING THIS AGREEMENT, PARTICIPANT(S) HEREBY ACKNOWLEDGE THIS REQUIREMENT AND AGREE(S) TO CONDUCT HIMSELF/HERSELF/THEMSELVES IN AN APPROPRIATE MANNER. PARTICIPANT(S) FURTHER ACKNOWLEDGES THAT REMOVAL FROM THE PROGRAM AND THE FILING OF A LIEN MAY OCCUR FOR FAILURE TO COMPLY WITH THIS REQUIREMENT.

IN TESTIMONY WHEREOF, this Agreement is executed in three (3) originals, the day and year first above written.

Property Owner

County of JEFFERSON

By: _____

By:_____

Printed Name: _____

Jeff Branick

By: _____

JEFFERSON County Judge

Printed Name: _____

Dated: _____

Dated:_____

Exhibit A
Funding Source Breakdown

Exhibit B
Selected Upgrades

If applicable, the PARTICIPANT is financially responsible for the cost of selected upgrades in entirety. Any costs incurred from work or materials associated with upgrades are not grant eligible and must be completely covered by the PARTICIPANT.

The Participant has chosen the following upgrades:

- ☐ Additional elevation height beyond the minimum height required to reach COUNTY REQUIREMENTS
- ☐ Upgraded material for structural walls – split face block
- ☐ Expanded Landings

For additional detail about the chosen upgrades, see Exhibit “A”.

EXHIBIT C

Insurance Requirements

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by JEFFERSON County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.
2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

	COVERAGE	PER PERSON	PER OCCURRENCE
a.	Premises and product liability	\$1,000,000	\$1,000,000
b.	Aggregate policy limits	\$1,000,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired, and non-owned vehicles):

	COVERAGE	PER PERSON	PER OCCURRENCE
a.	Bodily injury (including death)	\$1,000,000	\$1,000,000
b.	Property damage	\$1,000,000	\$1,000,000
c.	Aggregate policy limits	\$1,000,000	

Insurance certificates and policy endorsements shall include agreements to hold Commissioners Court of JEFFERSON County and JEFFERSON County, Texas harmless; i.e., shall include coverage for “Hold Harmless Agreement”.

Failure to maintain insurance coverage as required herein shall be grounds for immediate termination of contract.

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Director of JEFFERSON County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of JEFFERSON County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by JEFFERSON County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Exhibit D
Itemized Elevation Contract

Elevation Construction Report – Phase 1

Property ID_____

Property Address_____

Property Owner_____

Inspector Name / Company _____ Date _____

Checklist

☐ Signed Contracts

☐ Stamped Engineering Drawings

☐ Signed NTP – Engineering

☐ Signed NTP - Construction

☐ Interior & Exterior Pre-Construction photos

☐ Performance & Payment Bond

☐ Contact information for Plumber, Electrician, & Participating Subcontractors provided.

Report

Items of Concern

Determination

The first Construction Phase payment to _____ is authorized for the work performed at _____; to be processed per the requirements of the County of Jefferson.

Inspector Name_____

Inspector Signature_____ Date _____



Elevation Construction Report – Phase 2

Property ID_____

Property Address_____

Property Owner_____

Inspector Name / Company _____ Date _____

Checklist

☐ Mobilization of Equipment

☐ Structure Elevated & Resting on cribbing

☐ Tunneling portion of work completed (*if applicable*)

☐ Under Construction Elevation Certificate

☐ WPI-1 Submission Confirmation

☐ Clearing Work

☐ Site Photos *pdf file*

☐ Payment Authorization form

Report

Items of Concern

Determination

The second Construction Phase payment to _____ is authorized for the work performed at _____; to be processed per the requirements of the County of Jefferson.

Inspector Name_____

Inspector Signature_____ Date _____



Elevation Construction Report – Phase 3

Property ID_____

Property Address_____

Property Owner_____

Inspector Name / Company _____ Date _____

Checklist

- ☐ Concrete columns built
- ☐ New foundation substantially complete
- ☐ Site photos *pdf file*

Report

Items of Concern

Determination

The third Construction Phase payment to _____ is authorized for the work performed at _____; to be processed per the requirements of the County of Jefferson.

Inspector Name_____

Inspector Signature_____ Date _____



Elevation Construction Report – Phase 4

Property ID_____

Property Address_____

Property Owner_____

Inspector Name / Company _____ Date _____

Checklist

☐ Completion of all work

☐ Utilities Reconnected

☐ Site Cleanup

☐ Final Elevation Certificate

☐ Stamped As-Built plans

☐ Site Photos *pdf file*

☐ Windstorm compliance verification

Report

Items of Concern

Determination

The fourth Construction Phase payment to _____ is authorized for the work performed at _____; to be processed per the requirements of the County of Jefferson.

Inspector Name_____

Inspector Signature_____ Date _____



Corrective Action Form

Property Address_____ Property ID_____

Inspector / Company _____

Contractor_____

Date Opened_____ Date Closed_____

Contractor Notified_____ Tidal Basin Notified_____

Description of Deficiency

Does the identified deficiency / deficiencies meet any of the following criteria:

☐ Not meeting best construction or engineering practices or standards

☐ Not meeting the minimum, requirements as defined by the RFSQ / Milestone / Phase forms

☐ Demonstrates poor work quality beyond acceptable limits

☐ Deviation from engineering plans without written justification from engineer of record

☐ Introducing high risk to the project

☐ According to my best professional judgement, made in good faith, I attest that the described deficiency necessitates corrective action(s).

Recommended Corrective Action

Implemented Corrective Action

Closure

An appropriate and satisfactory corrective action has been completed for this project.

Inspector Signature

Date





Jefferson County
Elevation & Reconstruction
Phase Payment Authorization Form



Grant_____Property ID_____

Contractor_____Inspection Company_____

Address_____

Homeowner(s)_____

Authorized Signatory Name(s) _____

My signature below indicates my satisfaction with the work completed to date and my approval of the associated invoice for payment

Payment Phase	Authorized Signature	Homeowner Concurrence
Phase 1 – 20%	_____	
Phase 2- 40%	_____	_____
Phase 3 -30%	_____	_____
Phase 4- 10%	_____	_____

*Note: For draws 2, 3, & 4, Homeowner concurrence is requested. If the homeowner refuses to concur with any of these draws, the County will have final say as to whether the work is complete to the satisfaction of the County, and in accordance with the grant. The County reserves the right to authorize payment of draws without homeowner concurrence if both the engineer of record and the County concur that the project is at the appropriate stage of completion for said draw. In this unusual situation, the homeowner reserves the right to take whatever action against the Contractor they feel is necessary to resolve the dispute. Any and all legal fees incurred by the homeowner in pursuit of any and all claims against the Contractor would be solely at the homeowner’s expense.

Temporary Housing Expense Review Form	
Property ID	
Address	
Homeowner	
Period of Performance	
Expense 1	\$
Expense 2	\$
Expense 3	\$
Expense 4	\$
Temp Housing Total	
Total Reimbursable	
Reviweing PM	
PM Signature	
Date	
<i>*The Maximum reimbursable amount allocated is \$1,000</i>	
*Temporary Housing Expenses are set to the local GSA rate. Eligible temporary housing expenses must be submitted with acceptable documentation, showing the date, cost, and location of the housing.	



Authorization Release of Funds



I _____ confirm that the below upgrades / extras work was satisfactorily completed by _____ at the following property: _____. Payment may be remitted to the above referenced contractor.

Upgrades:

- ☐ Additional Elevation Height
- ☐ Enclosure Wall / Material for Enclosure Wall
- ☐ Expanded Landings

Homeowner (*Printed*)

Homeowner Signature

Date

Homeowner (*Printed*)

Homeowner Signature

Date

NOTICE TO PROCEED

RE: Notice to Proceed for RFSQ# XX-XX Structural Integrity Assessment(s) as part of the Jefferson County FMA 2022 project.

Attn:

Pursuant to the contract between Jefferson County and _____,
_____ is hereby notified to proceed with structural integrity
assessment(s) at the following property / properties:

Please complete this process by signing below and returning to Tidal Basin.

Thank you,

Project Manager, Tidal Basin

Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Contractor _____

Printed Name & Title _____

Signature _____ Date _____



NOTICE TO PROCEED

Re: Notice to Proceed for RFSQ #XX-XX for Engineering design as part of the Jefferson County FMA 2022 project.

Attn:

Pursuant to the contract between _____ and _____,
_____ is hereby notified to proceed with producing stamped engineering drawings for the following property/properties

Please complete this process by signing below and returning to Tidal Basin.

Thank you,

Project Manager, Tidal Basin

Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Contractor _____

Printed Name & Title _____

Signature _____ Date _____



NOTICE TO PROCEED

Re: Notice to Proceed for RFSQ#XX-XX for Residential Home Elevations as part of the Jefferson County FMA 2022 project.

Attn:

Pursuant to the contracts between _____ and _____,

_____ is hereby notified to begin construction on the property located

at: _____, after submission of the required insurance and

bond documentation to the County of Jefferson.

Please complete this process by signing below and returning to Tidal Basin.

Thank you,

Project Manager, Tidal Basin

Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Contractor _____

Printed Name & Title _____

Signature _____ Date _____



NOTICE TO PROCEED

RE: Notice to Proceed for RFSQ# XX-XX Construction Inspections as part of the Jefferson County FMA 2022 project.

Attn:

Pursuant to the contract between Jefferson County and _____,
_____ is hereby notified to proceed with construction inspections, to
be scheduled by the elevation contractor, at the following property / properties:

Please complete this process by signing below and returning to Tidal Basin.

Thank you,

Project Manager, Tidal Basin

Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Contractor _____

Printed Name & Title _____

Signature _____ Date _____



NOTICE TO PROCEED

Re: Notice to Proceed for RFSQ# XX-XX for Pre – Construction Elevation Certificate(s) as part of the Jefferson County FMA 2022 project.

Attn:

Pursuant to the contract between Jefferson County and _____,
_____ is hereby notified to proceed with the production of pre-construction elevation certificate(s) at the following property / properties:

Please complete this process by signing below and returning to Tidal Basin.
Thank you,

Project Manager, Tidal Basin

Acceptance of Notice

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Contractor _____

Printed Name & Title _____

Signature _____ Date _____





Homeowner Intent to Withdraw from Participation Form



This document serves as confirmation that the homeowner(s) of the property located at _____ are withdrawing from participation in the Jefferson County 2022 FMA Elevation program.

Homeowner (Printed) Date

Homeowner (Signature) Date

Homeowner (Printed) Date

Homeowner (Signature) Date

Tidal Basin Only

Received by _____

Date _____

Elevation - Cost Worksheet & Receipt Attachment			
Property ID			
Address			
Homeowner			
Tidal Basin Reviewer			
Construction Costs			
Contractor	Total Cost	Federal Share	Homeowner Cost Share
TBD	\$ -	\$ -	\$ -
TBD	\$ -	\$ -	\$ -
TBD	\$ -	\$ -	\$ -
TBD	\$ -	\$ -	\$ -
TBD	\$ -	\$ -	\$ -
TBD	\$ -	\$ -	\$ -
TBD	\$ -	\$ -	\$ -
TBD	\$ -	\$ -	\$ -
Final Elevation Certificate	\$ -	\$ -	\$ -
Site Cleanup	\$ -	\$ -	\$ -
ADA Accommodations <i>if applicable</i>	\$ -	\$ -	\$ -
Total Construction Costs	\$ -	\$ -	\$ -
Other Grant Costs			
Structural Integrity Assessment		\$ -	\$ -
Pre-Construction Elevation Certificate		\$ -	\$ -
Construction Inspections		\$ -	\$ -
Engineering		\$ -	\$ -
Per Parcel Fee		\$ -	\$ -
Temporary Housing Allowance <i>maximum</i>	\$ 1,000.00	\$ 900.00	\$ 100.00
Total Other Grant Costs		\$ 900.00	\$ 100.00
Upgrades & Extras*			
Additional Elevation Height		<i>BFE + ft</i>	\$ -
Expanded Landing(s)	<i>\$ / Sq Ft</i>	<i>landing size</i>	\$ -
Enclosure Wall Material	<i>\$ / Quantity</i>	<i># / Material</i>	\$ -
Total Upgrade Costs			\$ -
Amount in Excess of Budget	\$		-
Total Grant Eligible Costs	\$		-
Total Federal Cost	\$		-
Cost Management (<i>Budget Overages</i>)	\$		-
Duplication of Benefits	\$		-
Total Homeowner Cost	\$		-

* Upgrades & Extras are not eligible for Federal funding, and the entirety of upgrades charges are applied to the Homeowner Cost-Share, due at contract signing. Additionally, upgrades & extras are restricted by the following parameters: Selected upgrades may not interfere with the scheduled period of performance specified in the contract(s). No upgrades may be selected which may not be completed concurrently with grant construction. Enclosure wall upgrade charge is calculated by cost difference between most cost effective foundation design / materials and requested upgraded materials. Grant Eligible Landing sizes are specified as follows: 4x4ft pressure treated lumber landing per single door entrance/exit; 4x8ft pressure treated lumber landing per french/double doored entrance / exit. Additional Elevation height cost is calculated by project management post-bidding. The homeowner cost-share is the charge difference between the minimum lift height requirements and the desired lift height.



Andrea Hebeert 985-233-0268 andrea.hebert@tidalbasingroup.com	Project Manager 675 N. Washington Street Phone Suite 400 Email Alexandria, VA 22314 Tidal Basin
--	--

Fran Lee Jefferson County Auditor 409-835-8500 fran.lee@jeffcotx.us
--

DATE

Payment Request Cover Sheet Re: Jefferson County 2022 FMA
--

Please find the enclosed invoice(s) from - pertaining to the following addresses:

Please remit payment to the following vendors in the amount indicated:
--

Invoice #	Amount	Vendor	Milestone	ID #	PO #
#	\$	Company	#		
#	\$	Company	#		
#	\$	Company	#		
#	\$	Company	#		

Total Invoiced	
----------------	--

EXHIBIT D**TASK AND EXPENSE BUDGETS****TASK BUDGET**

TASK	DESCRIPTION	AMOUNT (\$)
Task 1	Application Development	34,000.00
Task 2	Elevation Certificates	27,200.00
Task 3	Structural Integrity Inspections	51,000.00
Task 4	Inspections	85,000.00
Task 5	Permitting Fees	13,600.00
Task 6	Elevation Cost	5,841,203.50
Task 7	Per Parcel Fee	340,000.00
Task 8	Relocation Allowance	34,000.00
Task 9	Management Cost	321,300.18
Total		\$6,747,303.68

EXPENSE BUDGET (Construction)

Expense Category	Total Budget (\$)
Administrative and legal expenses	98,600.00
Land, structures, rights-of-way, appraisals, etc.	0.00
Architectural and engineering fees ¹	0.00
Other architectural and engineering fees	0.00
Project inspection fees	85,000.00
Site work	0.00
Demolition and removal	0.00
Construction	5,841,203.50
Equipment	0.00
Other - (Describe)	0.00
Other - Temporary Housing ²	0.00
Other - Property Buyout ³	0.00
Contractual - Management costs ⁴	321,300.18
Miscellaneous	401,200.00
Indirect Charges	0.00
Program Income	0.00
Total	\$6,747,303.68

Refer to detailed definitions on SF-424C instructions on GRANTS.gov for more information on Cost Categories.

¹ Architectural and engineering fees Chapter 2254, Subchapter A, of the Texas Government Code (<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2254.htm#2254.003>)

² Temporary Housing is defined to include the cost of temporary housing for the homeowner while the elevation is being performed for this CONTRACT.

³ Property Buyout is defined as the cost of Site Acquisitions, Appraisal, Property Owner Counseling, Title Search and Closing and tenant or inhabitant relocation assistance

⁴ Management Costs are indirect costs, direct administrative costs or other administrative expenses associated with a specific project or mitigation activity. The amounts, allowable uses, and procedures for HMGP management costs are established in Section 324 of the Stafford Act, as amended by Section 1215 of the Disaster Recovery Reform Act of 2018.

Required Federal Structure Reimbursement Percentages

Address	Property Classification	Federal Share (%)
8186 Oakdale Drive, Beaumont, TX 77705	RL	90%
9510 Gilbert Rd, Beaumont, TX 77705	SRL ii	100%
1025 Brockman, Beaumont, TX 77705	SRL ii	100%
10857 Koelemay Drive, Beaumont, TX 77705	RL	90%
401 Gist Drive, Port Neches, TX 77651	Insured	75%
11125 Breeana Ct., Beaumont, TX 77705	SRL ii	100%
21498 FM 365 Rd, Beaumont, TX	Insured	75%
13096 Martine Road, Hamshire, TX 77622	Insured	90%
14553 Craigen Road Beaumont Texas 77705	Insured	75%
7610 Superior Dr, Nederland, TX 77627	RL	90%
17307 Wise Rd, Hamshire, TX 77622	SRL ii	100%
17393 Wise Road, Winnie, TX 77665	Insured	90%
15459 San Jacinto St, Hamshire, TX 77622	Insured	75%
3928 4th St, Port Arthur 77642	Insured	90%
11515 Davidson Road Beaumont, TX 77705	SRL ii	100%
<u>11250 Cathryn Ln, Beaumont, TX 77705</u>	SRL ii	100%
14192 Lettie Lane, Beaumont 77705	Insured	75%
16508 Sandell Rd, Hamshire, TX 77622	Insured	90%
11146 Gilbert Drive, Beaumont	SRL ii	100%
11555 Sweetgum Lane, Beaumont, TX 77705	SRL ii	100%
18005 Camelia Dr. Beaumont, Tx 77705	SRL ii	100%
545 Lene' Lane, Beaumont, TX 77705	Insured	75%
3900 4th St. Port Arthur TX 77642	Insured	90%
1638 3rd St, Nome, TX 77713	Insured	75%
17542 Wilber Rd, Hamshire, TX 77622	RL	90%
15537 San Jacinto St, Hamshire, TX 77622	Insured	75%
1155 Hillebrandt Acres, Beaumont, TX 77705	Insured	75%
3205 28th St port Arthur Texas 77642	RL	90%
5200 10th St, Port Arthur, TX 77642	Insured	90%
23859 Vincent Rd, Winnie 77665	Insured	90%
8422 Patterson rd, Beaumont 77705	Insured	75%
2235 Stillwater Drive, Beaumont 77705	SRL ii	100%
18045 Camelia Dr, Beaumont, TX 77705	Insured	90%
15306 Dale Dell Rd. Hamshire TX 77622	Insured	75%

FMA - ROUTE FORM

CONTRACT AMOUNT \$ 6,747,308.68

BOARD APPROVAL DATE: 4/11/2024

CONTRACT # 2200012818 EMT-2022-FM-001-0038		New Contract-Yes FEMA A27	CONTRACTOR: Jefferson County	DATE / INITIALS
Procurement & Contract Services Velisa Valk		<input checked="" type="checkbox"/> Assignment Date: <u>2/21/2025</u> <input checked="" type="checkbox"/> Enter information into CAS and Worklog <input checked="" type="checkbox"/> Prepare Draft documents for internal review and approval, Save in S: drive and email reviewers.		2/24/2025 vv
PCS Approval <input checked="" type="checkbox"/> Cameron Turner [DocuSign]		Does FFATA (Fed Funds)? <input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No If Yes, Fed Reporting to FSRS. Contract Admin Manager reviews and approves		3/10/2025
Legal <input checked="" type="checkbox"/> Ashley Harden		Contract Attorney reviews and approves		Rah 3/6/25
Contract Manager / SME <input checked="" type="checkbox"/> Raddiete Sogaolu CC Copies to:		<input checked="" type="checkbox"/> CM / SME reviews and approves <input checked="" type="checkbox"/> CM / SME provides Names / Emails needed for DocuSign: Contractor Signatory: Fran Lee County Auditor Signatory Email: Fran.Lee@jeffcotx.us		RGS (3/5/25)
<input checked="" type="checkbox"/> Kathy Hopkins		Manager Reviews and approves		KCH 3/7/2025
<input checked="" type="checkbox"/> Perry Ball	<input checked="" type="checkbox"/> Amanda Meyer	Budget Officer/Director confirms coding on CIF Confirmed in CAPPs amount and encumbrance		AM 2/28/2025
<input checked="" type="checkbox"/> Manuel Razo		Division Director reviews and approves		MJR 3/7/2025
Financial Operations Payable/Receivable <input checked="" type="checkbox"/> Eldrisha Eubanks (Director) <input checked="" type="checkbox"/> April Weiss (Receivable)		Financial Operations Payable/Receivable Comments		AW 3/3/25 EE 3/6/25
Contract Administration Velisa Valk		<input checked="" type="checkbox"/> All approvals have been received <input checked="" type="checkbox"/> Finalize documents <input checked="" type="checkbox"/> Send for execution via DocuSign		3/10/2025 vv
▼ FOR DOCUSIGN ONLY – CONTRACT ADMINISTRATION ONLY ▼				
<input checked="" type="checkbox"/> John T. Dupnik		Deputy Executive Administrator reviews, approves and signs.		[DocuSign]
<input checked="" type="checkbox"/> Kathleen Ligon		Assistant Executive Administrator reviews and approves.		[DocuSign]
<input checked="" type="checkbox"/> Bryan McMath		Executive Administrator reviews, approves and signs.		[DocuSign]