



**SOLICITATION, OFFER
AND AWARD**

Tyler County
Auditors Office
507 N. Pine St.
Woodville, Texas 75979

Builder Services: Residential Demolition Services	Date Issued: September 9, 2021
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SOLICITATION

Respondents must submit proposals as listed: two (2) originals and one (1) digital copy on a thumb drive
Proposals will be received at the Tyler County Auditor's Office at the address shown above until:
10:30 a.m. local time September 27, 2021
Proposals received after the time and date set for submission will be returned unopened.

For information please email: Jessica@lcmsinc.com	Questions concerning this RFP must be received in writing no later than 5:00 p.m. on September 20, 2021	Phone No.: (512) 452-0432
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OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.
MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.

	Attest:	Approved as to Form:
Jacques Blanchette, Tyler County Judge	Donece Gregory, Tyler County Clerk	Tyler County Office of General Counsel

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I. RFP Submittal Checklist

This checklist is provided for Respondent's convenience only and identifies documents that must be submitted with the Solicitation Response in order to be considered responsive. Any Solicitation Responses received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

A COMPLETE SOLICITATION RESPONSE PACKAGE SHALL INCLUDE:

- ___ 1. Solicitation, Offer and Award completed and signed
- ___ 2. Vendor Reference Form
- ___ 3. Form 1295 (Certificate of Interested Parties) filed online with the Texas Ethics Commission and signed
- ___ 4. Conflict of Interest Questionnaire completed and signed
- ___ 5. Code of Ethics signed
- ___ 6. HUB Practices signed
- ___ 7. House Bill 89 Verification signed and notarized
- ___ 8. Senate Bill 252 Certification
- ___ 9. Debarment & Licensing Certification signed and notarized
- ___ 10. Vendor/Bidder's Affirmation completed and signed
- ___ 11. Federal Affirmations & Solicitation Acceptance
- ___ 12. FHWA 1273 Certification
- ___ 13. DBE Commitment Agreement Form (SMS 4901)
- ___ 14. Related Party Disclosure Form
- ___ 15. Quality Control Program
- ___ 16. Any addenda applicable to this solicitation
- ___ 17. Two originals of the proposal and a digital copy on a thumb drive are in a sealed envelope with the Solicitation Number and Respondent's Name on the outermost envelope, addressed to:

Tyler County Auditor's Office
507 N. Pine St.
Woodville, TX 75979

II. Summary

1. **Type of Solicitation:** Request for Proposals
2. **Solicitation:** Builder Services: Residential Demolition Services
Perform demolition services of at least four (4) homes and possibly up to sixteen (16) more of single-family residential structures in compliance with local, Federal, and State statutory requirements for grants under the United States Department of Housing and Urban Development (“HUD”) Community Development Block Grant Disaster Recovery (“CDBG-DR”) program for the 2017 Texas flood events.
3. **Issuing Office:**
Tyler County
Auditor’s Office
507 N. Pine St.
Woodville, TX 75979
4. **Responses to Solicitation:** Sealed Summary of Qualifications marked with Respondent Name on the outermost envelope
Two (2) originals and one (1) digital copy on a thumb drive
5. **Deadline for Responses:**
In issuing office no later than:
September 27, 2021; 10:30 a.m. Central Time (CT)
6. **Initial Contract Term:** Approximately October 2021 through project completion
7. **Optional Contract Terms:** none
8. **Designated Contact:**
Jackie Skinner
Email: Jskinner.aud@co.tyler.tx.us
9. **Questions & Answers:**
Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than September 20, 2011; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on the County website.

All questions regarding the RFP shall be submitted via email to the Tyler County Auditor email above. Informal verbal inquiries are not allowed. No questions will be accepted after the deadline stated above. Responses will be posted on the County website for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this

RFP, if any, will be posted on the County website. All potential or actual respondents are responsible for monitoring the website for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

10. Addenda

Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Tyler County Auditor’s Office. It is the Respondent’s responsibility to acknowledge receipt of all addenda with qualification submission.

11. Contact with County Staff (Antilobbying Requirement):

Except as authorized under this RFP with respect to questions and clarifications concerning this RFP, starting on **September 9, 2021**, and ending on the date the County has executed a contract with the successful respondent under this RFP, a prospective or actual respondent may not directly or indirectly contact a member of the County’s Commissioner’s Court, its employees, consultants, or contractors performing work for the County concerning the subject matter of this RFP. Violation of this restriction is grounds for disqualification from consideration. Any contact with the County is to be via the Auditors email listed above.

Anticipated Schedule of Events

September 9, 2021	Issuance of RFP
September 20, 2021	Deadline for Submission of Questions (5:00 PM CT)
September 27, 2021	Deadline for Submission of Bids (10:30 AM CT) Late bids will not be accepted.
September 27, 2021	Anticipated contract award date

III. Specifications

A. Introduction

Tyler County, Texas (“County”) is requesting proposals from highly qualified construction contractors to perform demolition services of single-family residential structures in compliance with local, Federal, and State statutory requirements for grants under the United States Department of Housing and Urban Development (“HUD”) Community Development Block Grant Disaster Recovery (“CDBG-DR”) program for the 2017 Texas flood events.

Respondents to this Solicitation must demonstrate the ability to mobilize within 45 days of award and complete assigned construction projects within six (6) months of Notice to Proceed (NTP).

Since the scope of work for the demolition services will be site specific, contractors will be able to review the location of the homesite before developing a quote. All quotes will utilize The Texas General Land Office’s form Demolition Work Write-Up (Attachment B).

B. Background

In 2017, Tyler County experienced flooding from Hurricane Harvey that brought heavy wind and rain in the month of August. Because of the significant damage caused by this storm, Tyler County was determined by HUD (U.S. Department of Housing and Urban Development) to be one of the Most Impacted and Distressed counties in the State of Texas, receiving an award of \$3,486,382 from the Texas General Land Office (GLO) for housing buyout.

Grant funds will be utilized for Buyouts & demolition services for individuals impacted by the 2017 Texas flood events.

C. Qualifications

Tyler County is seeking to contract with competent contractors. Specifically, Tyler County is seeking contractors with the following minimum qualifications:

- Respondents must have been in the residential construction/demolition business for a minimum of five years, or the principals/owners must have had a minimum of five years of ownership/executive management experience in a previous company that provided residential construction/demolition services;
- Respondents must either: 1) hold a current license (where applicable) issued by any jurisdictions which Respondent states are within the geographical boundaries in which they wish to work; **or** 2) commit to securing such licenses prior to entering any contractual obligations to work within those areas;
- Respondents must demonstrate the ability to carry demolition projects to completion within 120 days;

- Respondents must demonstrate the ability to, and have experience with, lead based paint and asbestos removal and environmental mitigation related to the demolition of the residential properties;
- Respondents must have experience in achieving compliance and reporting on compliance with state and federal construction laws, regulations, and procedures, including the Davis Bacon Act, and producing the payroll documentation necessary for compliance;
- Respondents must be financially solvent, adequately capitalized, and demonstrate it has the financial resources to perform and complete the work and to provide all required warranties.

D. Scope of Work

The selected Contractor will perform, or cause to be performed, demolition of any structures on residential projects (the “Project”) for the Tyler County CDBG-DR program. Contractor will be awarded Projects at the sole discretion of the County.

Housing Demolition Scope of Work

Contractor will perform, or cause to be performed, demolition services of all residential and personal structures projects (the “Project”) for the Tyler County CDBG-DR program, to include, but not limited to:

- a. Obtaining all necessary state and local permits and approvals prior to the demolition for each structure;
- b. Demolition of all personal structure(s) (including fences, sheds, garages, carports);
- c. Removal of all foundation(s);
- d. Pump, crush and fill septic tank;
- e. Capping water lines to home;
- f. Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos-containing material.

INSURANCE: In compliance with Article II, Section 39, below, Contractor shall furnish proof of insurance for Worker’ Compensation, Auto Liability and General Liability before any work may begin.

E. Additional Requirements

1. Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
2. Comply with all applicable local, state, and federal laws, regulations, and guidelines, which may include: HUD Community Development Block Grant disaster laws, regulations, and guidelines; the Davis Bacon Act (for repairs to properties containing more than eight (8) units); and Section 3 of the Housing and Urban Development Act of 1968;
3. Mobilize within 45 days from the execution of a Work Order;
4. Provide documentation and tracking of construction progress;
5. Meet with individual property owners to review the scope of work to be performed, including establishing a work schedule acceptable to property owners and reviewing work upon final inspection;
6. Meet County's six (6) month work completion requirement from the Notice to Proceed;
7. Provide a certificate of compliance from the Green Standard governing body (see the County Minimum Design Standards for further information);
8. Respond to County open records requests in a timely manner;
9. Meet all federal, state, and local requirements for the transport and disposal of municipal solid, industrial, hazardous, and other wastes from demolished structures; and
10. Provide a one-year warranty, and a third party ten-year structural warranty.
11. Provide a Quality Control Program: respondents must provide the name and job title of the person responsible for the respondent's quality control program, as well as a description of the quality control program. A copy of the respondent's quality control manual may be required.

F. No Guarantee of Volume or Usage

The County makes no guarantee of volume or usage under any contract resulting from this Solicitation.

G. Work Order Authorization and Compensation

During the term of any contract awarded under this Solicitation, the County may request the Contractor to perform certain Projects as described above, subject to specific work authorization in the form of a General Work Order (Work Order). Work Orders will be assigned to Contractors based on demonstrated capacity in accordance with each Zone's rebuilding needs and demands at program implementation.

The County shall consider the Cost Proposal provided by Respondent along with site-specific and area-specific construction cost data to establish the cost benchmarks for each Project.

H. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline:

- Two (2) original proposals with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full proposal with all required forms and any Appendix material on a thumb drive

Proposals shall not exceed twenty (20) pages (10 sheets front and back) in length, but not including: a) Letter of Transmittal; b) Title Page; c) Table of Contents; d) Appendix materials; and, e) front and rear covers. Sheet size is limited to 8½" x 11" sheets only, using 12-point font. Appendix materials (related project graphics, resumes, etc.) are not included in the 20-page limit but should be conservative in their inclusion. The proposal must include an organizational chart containing the names, addresses, telephone numbers, fax numbers, and e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category. The organizational chart is included in the 20-page limit and it is permissible to use an 11" x 17" sheet (one-sided) and a font smaller than 12-point for the organizational chart, provided text is clearly legible. It is permissible to use a font smaller than 12-point for graphics, provided text is clearly legible.

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 20-page limit. Required forms (see Section I. RFP Submittal Checklist) do not count towards the 20-page limit.

All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Auditor's Office and the approval of Commissioners Court.

Submittals will be publicly opened at the Tyler County Commissioners Court upon the deadline for submittal. Respondents, their representatives and interested persons may be present.

It is understood that Tyler County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Tyler County.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

ADDENDA: Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Tyler County Auditor's Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

REFERENCES: Tyler County requires respondent to supply a list of at least three (3) references (See Section IV for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

I. State of Texas federally-approved DBE program

Tyler County will require compliance with the State of Texas federally-approved DBE program and compliance with the requirements established by 49 CFR part 26. For some projects, Tyler County may be required to set an aspirational goal, as recommended by the State, to secure a certain percentage of its competitively procured contracts with vendors that qualify as Disadvantaged Business Enterprises, as defined by the Act. Regardless of the project, Tyler County, and qualified respondents, shall not discriminate on the basis of Race, color, national origin, or sex in the award and/or performance of the work described herein. Failure by the selected respondent to comply with the requirements described in this section will be considered a material breach of any contract that issues from this RFQ and may result in the termination of that agreement or the assertion of other remedies by Tyler County.

J. Evaluation Criteria

The Evaluating Committee will evaluate each respondent’s proposal based on a comprehensive set of criteria. Proposals received shall be evaluated and ranked by the County according to the following criteria: **(Maximum Point Total 100)**

- | | |
|--|------------------|
| 1. Cost | 40 points |
| 2. Experience, Qualification, and References | 45 points |
| 3. Proposed Methodology/Technical Proposal | 10 points |
| 4. Overall Responsiveness, clarity, and organization of solicitation Response | 5 points |

It is the practice of Tyler County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Tyler does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Tyler County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

THE CONTRACTS AWARDED shall be based on but not necessarily limited to, the following factors:

- Vendor’s qualifications & competency
- Special needs and requirements of Tyler County
- Vendors past performance record with Tyler County
- Tyler County’s evaluation of vendor’s ability
- Vendor’s references

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent’s responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule

- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

BASIS OF AWARD: The County reserves the right to award a contract for named project to a respondent on the basis of “best value”. Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

K. Cost Proposal for New Construction Services

Cost information must **not** be included with Respondent’s Narrative Proposal. Respondent must submit a Cost Proposal for the services described in this Solicitation for demolition services. The County shall consider the Cost Proposal provided by Respondent(s) along with site-specific and area-specific construction cost data to establish the cost benchmarks for each Project. These benchmarks shall be documented on the Texas General Land Office’s Demolition Work Write-up (Attachment B).

Respondent shall submit the Cost Proposals on the Texas General Land Office’s Demolition Work Write-up, which is attached hereto as **Attachment B**. The pricing listed on the Form shall include all of Respondent’s costs for completing demolition services for the homes provided by the Respondent, including all labor, materials, tools, supplies, equipment, personnel, travel expenses, bonding and insurance, permitting, licensure, and all other associated costs and incidental costs necessary to provide the products and services according to the minimum specifications, requirements, provisions, terms, and conditions set forth in this Solicitation.

Incorrectly completed forms may result in disqualification of the Solicitation Response.

L. Best and Final Offer (BAFO)

Clarification discussions, at the County’s sole option, may be conducted with Respondents who submit Solicitation Responses determined to be acceptable and competitive. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of the Solicitation Responses. Such revisions may be permitted after submission and prior to award to obtain BAFOs. In conducting discussions, there shall be no disclosure by the County of any information derived from the Solicitation Responses submitted by competing Respondents.

M. Limitations

RIGHT TO ACCEPT OR REJECT: The County reserves the right to accept or reject any or all submissions as a result of this RFP, to negotiate with all qualified sources, or to cancel in part or its entirety if found to be in the best interest of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Tyler County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal.

Contractor or Individual's Obligation Regarding Evaluation

1. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
2. SUBMITTER REVIEW OF RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Tyler County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

N. Elements of a Contract

1. RFP. This Request for Proposals is an invitation for individuals and companies to submit

Proposals.

2. AWARD IS ACCEPTANCE. The selection of a contractor or individual and award of a contract by the Tyler County Commissioners Court based upon a negotiated price is acceptance on the part of the County, thereby resulting in a binding contract between the County and the selected contractor.
3. CONSIDERATION. Consideration consists of the services to be performed under the contract awarded in exchange for compensation, based upon a final negotiated project price, to be paid by the County to the selected firm or individual.
4. AGREEMENT; EXCEPTIONS.
 - a. Submission of a proposal is a representation by a submitter that the submitting contractor or individual agrees to the terms, conditions, and other provisions contained in the RFP, unless the submitter clearly and specifically presents in its proposal any exceptions to the terms, conditions, and other provisions contained in the RFP.
 - b. Exceptions presented in a proposal are not to be considered incorporated into the contract between the County and the selected contractor or individual unless and until the County agrees to accept such exceptions.
 - c. The selected contractor must acknowledge and agree that the negotiated contract resulting from this RFP includes the terms, conditions, and other provisions contained in the RFP, the Proposal selected (including any exceptions accepted by the County) which is acceptable to the County and is not in conflict or contravention of the RFP, and any other documents mutually agreed upon by the County and the selected contractor or individual.
 - d. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFP or the resulting negotiated contract.
5. CONFIDENTIALITY OF DOCUMENTS.
 - a. ALL PROPOSALS SUBMITTED WILL BE SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.
 - b. On each page where confidential information appears, the Contractor or Individual must label the confidential information. Failure to so label the confidential information shall be considered as a waiver of any confidentiality rights or interests by said Contractor or Individual.
 - c. Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.
6. MISCELLANEOUS.
 - a. All costs directly or indirectly related to the preparation of a response to this proposal shall be the sole responsibility of and shall be borne by the contractor.
 - b. During the evaluation process, the County reserves the right, where it may serve the County's best interest, to request additional information or clarifications from contractor or individuals, or to allow corrections of errors or omissions.
 - c. The County reserves the right to retain all proposals submitted and to use non-confidential information in a proposal regardless of whether or not that proposal is selected.
 - d. Each proposal shall state that it is valid for a period of one hundred twenty (120) days from the date of opening of the proposal by the County.
7. NON-NEGOTIABLE TERMS. The following terms or conditions are not negotiable:
 - a. Unfunded Liability. The County will not incur a debt or obligation to pay selected contractor or individual any amounts the County does not have the current funds available to pay, unless the contract includes a provision for the County to appropriate funding for the debt or obligation.
 - b. Indemnification. The County does not assume any liability to third persons, nor will the

County reimburse the contractor for its liability to a third person, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder, and the contractor further agrees to provide the defense for, and indemnify and hold harmless County from any and all claims, suits, causes of action, and liability, arising in connection with this contract.

- c. Advance Payments. The County will not make advance payments to a selected contractor or individual or any third party pursuant to this RFP or resulting contract.
- d. Gift of Public Property. The County will not agree to any terms or conditions that cause the County to lend its credit or grant public money or anything of value to the selected contractor or individual.
- e. Procurement Laws. The County will not agree to any terms or conditions that cause the County to violate any federal, Texas, or local procurement laws.
- f. Limitation of Liability. The County will not agree to allow the selected contractor or individual to limit its liability for breach or default of contract to the contract amount or to the amount the County has paid up to the time of the breach or default.
- g. Attorney's fees; Legal Costs. The County will not agree to pay the selected contractor or individual's attorney's fees or other legal costs under any circumstances.
- h. Venue; Applicable Law. This RFP and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the RFP are fully performable in Tyler County, Texas and venue for any dispute regarding contract shall be in Tyler County, Texas.

O. Warranty of Performance

A successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. A successful respondent agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the respondent(s), in terms of specifications, shall be basis for the termination of the contract(s) by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal. Any contract(s) executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations Applicable To: Request for Qualifications (RFP)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Tyler County Auditor or his/her designee.
- b. "Commissioners Court" means Tyler County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFP and negotiated cost proposal.
- d. "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Tyler County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Tyler County Purchasing Manager.
- j. "Sub-contractor" means a person or firm doing business with a Contractor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Tyler County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. **FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:

Tyler County Auditor
507 N. Pine St.
Woodville, Texas 75979

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.
5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
 - a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
 - b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and

with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Contractor's delivery time includes weekends and holidays.
- c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:

- a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

- b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure DBEs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed DBE subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract. For this project there is no specific DBE participation goal. See Section VIII. HUB Practices for more information regarding the County's practices related to Historically Underutilized Businesses.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
- b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
- c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.

- b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. **TERMINATION FOR CAUSE:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.
21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **DAVIS-BACON ACT – PREVAILING WAGE RATES:** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics may

perform work in more than one classification for the time actually worked therein, provided that Contractor's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

23. **CONTRACT WORK HOURS AND SAFETY STANDARDS:** If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.
24. **CLEAN AIR – CLEAN WATER:** The Contractor under this contract/subcontract agrees as follows:
- a. To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this contract by the Contracting Local Organization.
 - b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - c. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
 - d. To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.
25. **BYRD ANTI-LOBBYING CERTIFICATION:** Contractor certifies, to the best of its knowledge and belief, that:
- a. 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.
 - b. 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 From to Report Lobbying", in accordance with its instructions.
 - c. Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.
 - d. 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.

26. **PROCUREMENT OF RECOVERED MATERIALS:** The County seeks to comply with Section 6002 of the Solid Waste Disposal Act including “procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.” Contractor agrees to ensure the County’s compliance with the above-stated Section 6002, if and when applicable to this Agreement. For the purposes of this Section, “Recovered Materials” means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.
27. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
28. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
29. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.
30. **FORFEITURE OF CONTRACT:**
- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
 - b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
 - c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

31. **CONTRACTOR CLAIMS NOTIFICATION:**

- a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

32. **CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Tyler County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

33. **CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:** Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

34. **CONSTRUCTION OF CONTRACT:**

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Tyler County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Tyler County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Tyler County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

35. ADDITIONAL GENERAL PROVISIONS:

- a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Tyler County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

36. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Qualifications;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Tyler County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

37. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.

- iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e. hours of day, days of week, etc.)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

38. **PRICE CHANGES:** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Tyler County substantiating the changes to the bid prices. Any price changes must be approved by Tyler County.

39. **INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, assure your certificate contains the contract number as indicated on the Contract Award form when issued by Tyler County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	

Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

List three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Tyler County purchases, a vendor or other person who is awarded a contract or purchase approved by Tyler County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Tyler County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Failure to return this document may disqualify your response from consideration.

If you do not have access to the link provided above or if you have any questions, contact Purchasing at 512-393-2283.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

VIII. CODE OF ETHICS FOR TYLER COUNTY

Public employment is a public trust. It is the policy of Tyler County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Tyler County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Tyler County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Tyler County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Tyler County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Tyler County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Tyler County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Tyler County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Tyler County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Tyler County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Tyler County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tyler County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Tyler County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Tyler County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Tyler County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

- b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County’s website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County’s actual requirements.
 - d. Specifications, terms and conditions reflecting the County’s actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder’s responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County’s HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Tyler County HUB Practices:

Signature

Date

X. Tyler County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Signature of Company Representative

Date

On this ___ day of _____, 20___, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

Date

XI. Tyler County Purchasing Department Senate Bill 252 Certification

On this day, I, _____, the Purchasing Representative for Tyler County in Woodville, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
COUNTY OF TYLER §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the County shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20 __, on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Tyler County, or;

_____ Does not owe any ad valorem taxes to Tyler County or is not otherwise indebted to Tyler County

Name of Contracting Company

If taxable property is owned in Tyler County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall 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 drugabuse;
- 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 Sections 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) that may apply to the application.

4. Wages

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in

Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that 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).

8. Historic Properties

Respondent and any potential subcontractors shall 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.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking “YES” indicates acceptance, while checking “NO” denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent’s Tax ID: _____

Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment C. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____

Telephone: _

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XVI. Related Party Disclosure Form



Tyler County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Tyler County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Tyler County employee (including elected or appointed official) (Complete Section A)
- Former Tyler County employee who has been separated from Tyler County for no less than four (4) years(including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Tyler County Employee

Employee Name Title

Section B: Former Tyler County Employee

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Tyler County Employee

Tyler Employee/Former Tyler Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Tyler County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.



TYLER COUNTY

2017 BUYOUT ASSISTANCE GUIDELINES

HURRICANE HARVEY DISASTER RECOVERY

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INTRODUCTION

On August 25, 2017, Tyler County experienced over 50 inches in heavy rains within 5 days, downed trees, and flooding of homes which posed a threat to public health and safety of its residents. Hurricane Harvey's high winds and extreme rainfall caused electrical failure and required residents to boil water for consumption usage as unsafe levels of bacterial were detected within the drinking water. Tyler County was determined to be a Presidentially Declared Disaster County.

For this reason, Tyler County intends to voluntarily buyout approximately up to thirty-eight (38) homes.

In response to the damage caused by Hurricane Harvey, Congress appropriated \$28 billion in Federal Fiscal Year 2018 funds for the HUD Community Development Block Grant-Disaster Recovery (CDBG-DR) program through Public Law 113-2. HUD allocated \$5.024 billion of the appropriation to the State of Texas in Federal Register Volume 82 Number 28.

The Texas General Land Office's (GLO) Community Development and Revitalization division oversees the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) funds allocated to the state of Texas by the U.S. Department of Housing and Urban Development (HUD) following a disaster. These funds support states and municipalities

working to build stronger and more resilient communities. Through the Method of Distribution, the Texas General Land Office (GLO) allocated \$3,486,382.00 to Tyler County for a Local Buyout or Acquisition Program.

HUD has authorized the use of Buyout and Acquisition programs to (1) reduce the risk to homeowners from the effects of subsequent disasters, (2) assist in the recovery of low- and moderate-income households, and (3) protect taxpayer resources that might otherwise be needed after a disaster in the same area (80 FR 72102).

The purpose of the program is to aid in the long-term recovery efforts following Hurricane Harvey; specifically, to assist in moving eligible homeowners out of harm's way and into higher ground through fair market value voluntary housing buyouts. The Buyout program will support hazard mitigation, floodplain management goals, and resiliency by removing homeowners from the floodplain to minimize the possibility of future flooding to the home. After homes are purchased, the structures will be demolished. The Local Buyout Program will serve multiple objectives and provides a resiliency option versus rebuilding within a floodplain. The Buyouts will help prevent repetitive loss and extreme risk to human health and safety.

Buyout services are limited to actual costs for services used to complete a buyout of a home in a floodplain or floodway and the intent is to relocate the homeowner and their family to a low-risk area outside of the floodplain/floodway. Housing Incentives may be offered in addition to other programs or funding (such as insurance), to encourage households to relocate in a suitable housing development or an area promoted by the community's comprehensive recovery plan and should include higher opportunity areas. Incentive payments are ineligible for households that move to disaster-impacted floodplains.

Per federal regulations, 70% (\$2,440,467.40) of these funds are required to be used to assist LMI individuals in the project service area. The other 30% of available funding may be used for residents classified under the urgent need national objective.

Tyler County Local Buyout Program includes the following activities:

- Buyouts
- Relocation assistance with buyout activity
- Down payment assistance
- Demolition
- Housing incentives to relocate families outside of floodplains

Eligible housing activities supported by these funds will be administered by Tyler County under the guidelines and oversight of the GLO. Questions regarding these Guidelines or requests for more information should be directed to Tyler County Judge, Jacques L. Blanchette who can be contacted at 409-283-2141.

A) DEFINITIONS

Affirmatively Furthering Fair Housing (AFFH): The County desires to ensure that the program meets the requirements of the Affirmatively Furthering Fair Housing Final Rule to provide all residents of the County an opportunity to improve their living environments within the program parameters as established by GLO. To that end, the County has examined areas of concentration or people of racial and ethnic status for inclusion within the program and adopted the Fair Housing Marketing Plan to provide additional outreach to ensure eligibility for participation.

Buyout: Purchase of an eligible property at the fair market value of the land and structures with the intent to reduce risk from future flooding or to reduce risk from future hazard. Buyouts are properties within defined Disaster Reduction Risk Areas

(DRRA), determined in consultation with county and local governments such as areas within the 100-year floodplain and/or in the highest risk areas as defined by FEMA flood map “V Zone.” The property acquired will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational use, or floodplain and wetlands management practices. Buyout-only is typically not considered a complete activity in the Program and may be combined with another eligible activity (i.e., relocation assistance and new construction of housing).

Community Development Block Grant (CDBG): A federal program administered by the US Department of Housing & Urban Development (HUD) which provides grant funds to local and state governments. The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses.

Demolition: Permanent removal of all residential structures and personal property from a piece of land.

Disaster Risk Reduction Area (DRRA): A geographic area outside of a floodplain and/or floodway that a grantee or subrecipient can target for post-storm FMV buyouts. To create a Disaster Risk Reduction Area (“DRRA”), the purchasing agency must prove (1) The hazard was caused or exacerbated by the Presidentially declared disaster for which the grantee received its CDBG–DR allocation; (2) The hazard must be a predictable environmental threat to the safety and well-being of program beneficiaries, as evidenced by the best available data and science; and (3) The Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the Disaster Risk Reduction Area. See Federal Register Vol. 80 No. 222.

Duplication of Benefits (DOB): The Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act) prohibits any person, business concern, or other entity from receiving financial assistance from CDBG-DR funding with respect to any part of a loss resulting from a major disaster as to which he/she has already received financial assistance under any other program or from insurance or any other source.

Fair Housing Marketing Plan: A marketing strategy designed to attract applicants of all majority and minority groups, regardless of sex, handicap, familial status, etc. to participate in the housing activities which are being marketed.

Fair Market Value (FMV): The hypothetical price that a willing buyer and seller will agree upon when they are acting freely, carefully, and with complete knowledge of the situation.

Federal Emergency Management Agency (FEMA): An agency of the United States Department of Homeland Security. The agency’s primary purpose is to coordinate the response to a disaster that has occurred in the United States and that overwhelms the resources of local and state authorities.

Flood Hazard Area: Areas designated by FEMA as having risk of flooding.

Flood Insurance: The Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a) requires that projects receiving federal assistance and located in an area identified by FEMA as being within a Special Flood Hazard Areas (SFHA) be covered by flood insurance under the National Flood Insurance Program (NFIP). In order to be able to purchase flood insurance, the community must be participating in the NFIP. If the community is not participating in the NFIP, federal assistance cannot be used in those areas.

Floodplain: FEMA designates floodplains as geographic zones subject to varying levels of flood risk. Each zone reflects the

severity or type of potential flooding in the area.

- “100-year floodplain” — the geographical area defined by FEMA as having a one percent chance of being inundated by a flooding event in any given year.
- “500-year floodplain” — the geographical area defined by FEMA as having a 0.2 percent change of being inundated by a flooding event in any given year.

Grantee: The term “grantee” refers to any jurisdiction receiving a direct award from HUD under Notice FR-5696-N-01.

Household: A household is defined as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements. *For housing activities, the test of meeting the LMI National Objective is based on the LMI of the household.*

Housing Incentives: Incentive payments are generally offered in addition to other programs (e.g., buyout) to encourage households to relocate in a suitable housing development or an area promoted by the community’s comprehensive recovery plan. The housing incentive may be offered to improve a residential structure that upon completion will be occupied by a low- to moderate- income household. An incentive may be offered in addition to a buyout payment for households that volunteer to relocate outside of the floodplain or to a lower-risk area. **A buyout incentive is not available for properties that served as second homes at the time of the disaster or following the disaster.**

Department of Housing and Urban Development (HUD): Federal department through which the Program funds are distributed to grantees.

Low to Moderate Buyout (LMB) National Objectives: LMB is used for a buyout award to acquire housing owned by a qualifying LMI household, where the award amount (including optional relocation assistance) is greater than the post-disaster (current) fair market value of that property.

Low to Moderate Housing Incentive (LMHI) National Objectives: LMHI benefits are used for a housing incentive award, tied to the voluntary buyout of housing owned by a qualifying LMI household, for the purpose of moving outside of the affected floodplain or to a lower- risk area; or when the housing incentive is for the purpose of providing or improving residential structures that, upon completion, will be occupied by an LMI household.

Low to Moderate Income National Objective: Activities which benefit persons of income that does not exceed 80 percent of the area median income:

- Very low: Household’s annual income is up to 30 percent of AMI, as determined by HUD, adjusted for family size;
- Low: Household’s annual income is between 31 percent and 50 percent of AMI, as determined by HUD, adjusted for family size; and
- Moderate: Household’s annual income is between 51 percent and 80 percent of AMI, as determined by HUD, adjusted for family size.

Manufactured Housing Unit (MHU): A structure, transportable in one or more sections which in the traveling mode is 8 body-

feet or more in width, or 40 body-feet or more in length, or when erected on site, is at least 320 square feet, and which is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.

Mitigation: Improvements made to reduce the possibility of property damage, personal and commercial hardship, as well as long lasting monetary burdens. For example, creating a flood mitigation program such as an acquisition of at-risk flood-prone property/housing, and elevation of housing in high-risk floodplains are two visible and effective mitigation projects that can be taken to make residents and communities safer in the face of natural disasters.

National Flood Insurance Program (NFIP): Created by Congress in 1968 to reduce future flood damage through floodplain management and to provide people with flood insurance through individual agents and insurance companies. FEMA manages the NFIP.

Second Home: If a second home is not rented out at any time during the year, it is a second home regardless of if it is used by the household or not. If a home is rented out part of the year and the owner uses the home more than 14 days or more than 10 percent of the number of days during the year that the home is rented, then it is a second home. If a home is rented out for part or all of the year and the owner does not use the home long enough then it is rental property and not a second home.

Subrogation Agreement: An agreement executed by the beneficiary agreeing to repay any duplicative assistance if the beneficiary later receives other disaster assistance for the same purpose as disaster recovery funds already received.

Substantial Damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred (44 CFR 59.1).

Two-Family Homes: Owner occupying one unit and a tenant occupying the other.

Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (Title 49 CFR Part 24) (42 U.S.C. 4601 et seq.) (URA): Applies to all acquisitions of real property or displacements of persons resulting from federal or federally assisted program or projects. URA's objective is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects. For the purposes of these guidelines, URA mostly applies to residential displacements in involuntary (49 CFR Subpart B) acquisition or multifamily damaged/occupied activities that require the relocation of the tenants. A displaced person is eligible to receive a rental assistance payment that is calculated to cover a period of 42 months, as waived by the FR.

Urgent Need National Objective: An urgent need that exists because conditions pose serious and immediate threat to the health or welfare of the community; the existing conditions are recent or recently became urgent; and Tyler County cannot finance the activities on its own because other funding sources are not available Tyler County must document how each program and/or activity funded under this category responds to a disaster-related impact. See 24 CFR 570.208(c).

B) PROGRAM OBJECTIVES

The primary focus of the local buyout program is to provide relief for individuals affected by Hurricane Harvey while complying with all CDBG-DR requirements and addressing recognized impediments to fair housing choice as required under the Fair

Housing Act. All housing activities will consider the following objectives:

- Prioritize income-qualified households and properties located in flood hazard areas while affirmatively furthering fair housing. Applications will be evaluated for priority status based on the following criteria:
- Assist low-to-moderate income (LMI) households as top priority. LMI households will be prioritized over urgent need households.
- Assist properties located in a flood hazard area. Homes located in the floodway will be prioritized over homes located in the 100-year floodplain. This program is allowing for the possibility to add a DRRA. Pending the receipt of Severe repetitive Loss data, these guidelines will be amended and reposted for a 30-day public comment period. After that time, applicant intake will be opened up to individuals living within that designated DRRA. The DRRA is not be located in a FEMA designated flood area would receive lowest priority.
- Assist in moving eligible homeowners out of harm’s way. Only land that contained a structure at the time of the disaster will qualify to participate in the Buyout.
- Assist and prioritize homeowners with additional social characteristics that may qualify the household as historically vulnerable to recovery barriers such as: households with members that are age-dependent meaning 5 years or under or 65 years or over, individuals under the age of 18, disabled, and/or Veteran households.

TYLER COUNTY APPLICANT PRIORITY MATRIX				
<i>Property must demonstrate:</i>	HOUSEHOLD AREA MEDIAN INCOME (AMI)			
	Extremely Low 30% AMI or Below	Very Low 31% - 50% AMI	Low 51% to 80% AMI	Non-LMI Above 80%
• Property is located within a floodway	1 st priority	2 nd priority	3 rd priority	10 th priority
• Property is located in the 100-year floodplain	4 th priority	5 th priority	6 th priority	11 th priority
One or more of the following characteristics: • Date Intake Application was received • Age-dependent (<i>over 65 or under 5</i>) • Disabled • Veteran • Female Head of Household • 1 or more household members under the age of 18	7 th priority	8 th priority	9 th priority	12 th priority

Affordability Period: The period of time during which a property must comply with CDBG-DR program rules and regulations, including primary residency, income, and rent restrictions as applicable.

Unsecured Forgivable Promissory Note: If the applicant qualifies for disaster recovery assistance and has been awarded funding, there are conditions placed on the applicant receiving the assistance. The conditions are outlined in an Unsecured Forgivable Promissory Note (the Note) between the assisted beneficiary and Tyler County that requires applicants to comply with several terms during a set affordability period. Once the homeowner complies with all the terms of the Note and the affordability period ends, the terms are forgiven.

C) PROGRAM DESIGN

A. Program Design Requirements

(1) National Objectives

Recovery projects using CDBG-DR funds must meet one of the following HUD-designated National Objectives to be an eligible housing activity:

- **Benefiting Low- to Moderate-Income Persons (LMI)**
 - **Low to Moderate Buyout (LMB):** Benefiting low- to moderate-income persons where the award amount is greater than their post-disaster fair market value of the property; and
 - **Low to Moderate Housing Incentive (LMHI):** Benefiting low- to moderate-income persons participating in the voluntary buyout or other voluntary acquisition of housing to move outside of the affected floodplain or to a lower-risk area; or when the housing incentive is for the purpose of providing or improving residential structures that, upon completion, will be occupied by an LMI household.
- **Meeting an Urgent Need (UN)** by providing housing assistance to applicants making more than 80 percent of the area median income (AMI)

The Tyler County Local Buyout Program will principally aid those households meeting the LMI objective. When the Property owner does not meet the definition of the LMI Objective, eligibility for assistance will be provided through the Urgent Need Objective.

The U.S. Department of Housing and Urban Development has established the requirement that 70% of the aggregate of CDBG-DR funds be utilized for the benefit of the low and moderate-income population in the impacted area. The U.S. Department of Housing and Urban Development has indicated they will only consider a waiver to this requirement if it can be adequately demonstrated that the needs of the low- or moderate-income population within the impacted area have had their needs sufficiently addressed or potentially if the impact is less than 70% low- or moderate-income persons. As a result, the County will prioritize LMI applicants and provide ongoing monitoring to ensure that 70% of the allocation is used benefiting LMI households. If the County determines that the impacted population eligible for buyout assistance does not have enough LMI households to meet the 70% LMI requirement, the County will seek a waiver from the GLO and provide supporting data with its waiver request.

(2) Needs Assessment Methodology

The CDBG-DR program requires that a Needs Assessment Methodology be used to determine the unmet needs of the community and establish the program design.

This Buyout program uses FEMA flood maps and may use FEMA IA data from the current disaster event and repetitive loss (National Flood Insurance Program) data (pending receipt) provided by the local flood plain administrator for current and previous events to identify areas of the community that have unmet needs for targeted buyout activities.

An Unmet Needs Analysis of HUD/FEMA or other housing demographic disaster victim data may be considered when determining the proportions of funding awarded that must be set aside to benefit each LMI and non-LMI economic group. The Needs Assessment will determine the activities to be offered, the demographics to receive concentrated attention, and any target areas to be served the disabled, "special needs," vulnerable populations, and target areas to be served.

Applicants applying for disaster assistance must meet certain eligibility standards to qualify for assistance. Eligibility standards are further discussed in the activity-specific Guidelines.

The Needs Assessment will document goals within the income brackets in proportion to the damaged units in the impacted area:

- 0% - 30% AMI
- 31% - 50% AMI
- 51% - 80% AMI

(3) Unmet Needs Analysis

HUD guidance stipulates that CDBG funds should be last in the hierarchy of recovery funds made available to beneficiaries. The County will determine each applicant's unmet need through the following process:

An appraisal will determine the fair market value of the property. The total need of each applicant is equivalent to the appraisal value. The County will then determine what assistance the applicant has already received as a benefit towards the property that has not been utilized for its intended purpose. Examples include NFIP claim disbursements or FEMA grants that were intended for property repair but were not utilized for property repair. These unused monies reduce the applicant need for resettlement and are deducted from the total need. The remaining total need after the deductions represent the unmet need. The intent of Tyler County's Program is to determine each applicant's unmet need and deliver the total unmet need to them at a real estate closing in exchange for title to the subject property.

(4) Environmental Review

Properties located where federal assistance is not permitted are ineligible for assistance. Properties must be in compliance with Environmental Code 24 CFR Part 58. Specific instructions concerning environmental requirements will be made available to all recipients, sub-recipients, or Contractors.

CDBG disaster grant funding from HUD is contingent on compliance with the National Environmental Policy Act (NEPA) and related environmental and historic preservation legislation and executive orders. Accordingly, environmental review activities will be carried out for site contamination and demolition control and documented

prior to commitment of funds.

HUD's Environmental Review Procedures allow grantees to assume environmental review responsibilities. In addition:

- The County will assume the role of the Responsible Entity (RE), responsible for undertaking compliance efforts for the Program.
- The GLO will submit any requests for release of funds directly to HUD for review and approval.
- The County will be responsible to perform the Environmental Review Records (ERRs) or contract out for a preparer of the ERRs.
- The County's Grant Administrator will conduct an environmental analysis and prepare compliance documentation in support of the broad and site-specific environmental reviews, utilizing a tiered approach, in accordance with GLO regulations.
- The County will review all environmental draft documents as outlined in the required documentation and sign all documents requiring RE or agency official signatures.
- A broad, or Tier 1, review must be completed before HUD will release funds and a site-specific, or Tier 2, review must be completed for a site before funds can be committed to that particular site. The site-specific analysis, consisting of the Site-Specific Checklist and supporting documentation will be completed by the Grant Administrator. The site specific ERRs will be reviewed and signed off by the County. Once these reviews have been completed there can be a commitment of funds.
- The Grant Administrator is responsible for working in good faith with the County where additional documentation may be necessary to resolve an outstanding environmental/historic preservation compliance factor.

The environmental review will be performed in two phases: a broad review and a site-specific review. Lead and asbestos testing will typically be reserved for the site-specific review. The Phase II ESA (site-specific review) serves as the first step in remediation for any property with contamination levels deemed unsafe.

If remediation activities are required for lead, the contractor will obtain the necessary waste permits along with enclosure materials and/or paint removal equipment. A certified abatement contractor will be procured. Warning signs will be posted; all residents and construction workers in the vicinity will be informed and protected from contamination at the time of remediation. Waste will be securely stored and disposed of upon completion of cleanup. A clearance examination will be performed by an independent party at least one hour after the completed cleanup. If clearance fails, cleanup and/or abatement work will be repeated for a subsequent examination. Residents will be notified of the nature and results of the abatement work. If unsafe levels of lead are determined to exist in the soil, soil abatement will be utilized in the form of soil removal and replacement or soil cleaning.

For asbestos, any building built prior to 1978 will require a qualified asbestos inspector to perform a comprehensive building asbestos survey to locate and assess any presence of asbestos. If there is asbestos and it is friable or damaged, HUD recommends it be removed. If it is not friable or damaged, HUD recommends it, at a minimum, be encapsulated.

Applicants will also need to complete the 58.6 checklist for the desired buyout property. This consists of questions regarding: National Flood Insurance Program participation, Coastal Barrier Improvement Act compliance, and Runway Clear Zones compliance.

The grant administrator will provide a narrative Environmental Report and any supporting documentation for the project. Failure to complete this environmental checklist (environmental review and 58.6 checklist) will impede the program's ability to receive funding from HUD.

Tyler County will ensure that all sites undergo a complete environmental review prior to any commitment of funds. The environmental review shall document compliance with 24 CFR Part 58 and all related laws and authorities. Properties with adverse environmental conditions will not be permitted to proceed under housing activities unless the adverse conditions are corrected. No work can start on a site until the environmental review is complete.

(5) Proof of Event Damage

For assistance activities, the unit must demonstrate that the damage or destruction to unit occurred from Hurricane Harvey. HUD requires that all projects funded by this allocation be related to direct or indirect storm impact. From the February 2018 Federal Register notice:

c. Clarification of disaster-related activities. All CDBG-DR funded activities must clearly address an impact of the disaster for which funding was allocated. Given standard CDBG requirements, this means each activity must: (1) Be a CDBG-eligible activity (or be eligible under a waiver or alternative requirement in this notice); (2) meet a national objective; and (3) address a direct or indirect impact from the major disaster in a Presidentially-declared county.

To comply with the federal requirement, the County will verify that each property purchased under the buyout program was damaged by Hurricane Harvey. Any one of the following sources of information will be considered sufficient evidence that a property sustained direct impact by Hurricane Harvey:

- Photographs of property damage
- FEMA assistance
- Homeowners insurance claims
- Flood insurance claims
- Adjuster reports
- SBA documentation

In some cases, property owners may apply for a buyout when they feel that they have been indirectly impacted by Hurricane Harvey. This might include situations where Harvey critically damaged infrastructure that is necessary for land access to a home. In these cases, the County will review buyout requests on a case-by-case basis and ensure that the threshold for indirect storm damage was met. If the County approves an application based on indirect storm damage, it will include a memo in the applicant file providing justification for the eligibility determination.

If an applicant was denied assistance by FEMA, assistance through the CDBG-DR Program may still be available. Applicants are not solely ineligible based on a denial by FEMA.

(6) Timeliness of Application Status

Tyler County will ensure timely communication of application status to applicants who have applied for disaster recovery assistance. Timeliness means multiple methods of communication with the case manager, such as, email, websites, and telephone numbers, will be provided to the applicants with a guarantee communication turnaround

time of no more than seven business days. Tyler County will ensure the accessibility and privacy of individualized information for all applicants, frequency of applicant status updates, and personnel or unit responsible for applicant's information on the status of recovery applications.

(7) Affirmatively Furthering Fair Housing Review

Tyler County is committed to affirmatively furthering Fair Housing. The goal of the affirmatively furthering Fair Housing is to provide additional opportunities areas where racial and ethnic minorities may benefit from Federal, state, and local resources that may not have been historically available.

One condition placed on Tyler County during a GLO AFFH review of the intended Buyout program was:

Tyler County should maintain a free-standing participant log with all applicants with the amount of the award in each area (acquisition, relocation assistance and Homebuyer Assistance), and, where possible, the race or ethnicity of the applicant (since this is generally voluntary information, if it is not obtainable, that should be indicated) for each applicant whether awarded or not. Personally Identifiable Information should not be included (social security numbers, driver's license information or mortgage information) as it is not relevant for this review. A log of this nature will expedite the review for GLO monitors or outside parties to ensure the program is in keeping with the goals of the Affirmatively Furthering Fair Housing Final Rule.

Tyler County will utilize HUD data, local data, and local knowledge to affirmatively further fair housing opportunities in the County's jurisdiction. In accordance with GLO guidelines, Tyler County will complete an AFFH analysis. In the event that the racial and ethnic participation cannot be achieved within the 70% LMI program requirements, the incomes of those who do not meet the LMI requirement will be included in the list maintained by the County and added as an exhibit to the certification.

B. Program Design

(1) Voluntary Buyout Program

This is a voluntary buyout program. Therefore, transactions must not use threat or use of eminent domain and meet requirements set forth in 49 CFR 24.101(b)(1) as follows:

- No specific site or property needs to be acquired.
- The property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
- Tyler County will not acquire the property if negotiations fail to result in an amicable agreement and the owner is so informed in writing.
- Tyler County will inform the owner in writing of what it believes to be the market value of the property.

(2) Buyout Target Areas

Only properties located in Buyout Target Areas are eligible for the Local Buyout Program. Buyout Target areas include Tyler County floodway, 100-year floodplain, and, pending receipt of repetitive loss data, possible Disaster Risk Reduction Areas.

- **Disaster Risk Reduction Area:** To conduct a buyout in a Disaster Risk Reduction Area, Tyler County has established criteria in its policies and procedures to designate the area subject to the buyout. To designate an area, Tyler County demonstrated that: (1) the hazard must have been caused or exacerbated by the Presidentially declared disaster; (2) the hazard must be a predictable environmental threat to the safety and well-being of inhabitants as evidenced by the best available data and science; and the Disaster Risk Reduction Area must be clearly delineated so that HUD and the public may easily determine which properties are located within the designated area.
- Applicants located in a floodway, floodplain, or areas designated as Disaster Risk Reduction Areas (DRRA) by Tyler County may be assisted if:
 - The applicant is offered/accepts a fair market value offer or incentive to relocate outside of the floodplain or to a low-risk area, e.g., moving costs, down payment assistance, (incentive costs must be for a specific purposed and must be properly defined for award).
 - The applicant was required to maintain flood insurance at the time of the event and still has unmet recovery needs.
- Exhibits A, B, C, D and E are floodplain maps that detail eligible floodway and floodplain areas. Exhibit F details the FEMA IA data collected. Pending the receipt of Severe Repetitive Loss data, an exhibit G will be generated which will overlay the FEMA IA data with the SRL data and outline a DRRA area.

Exhibit A – City of Chester Flood Map, Tyler County

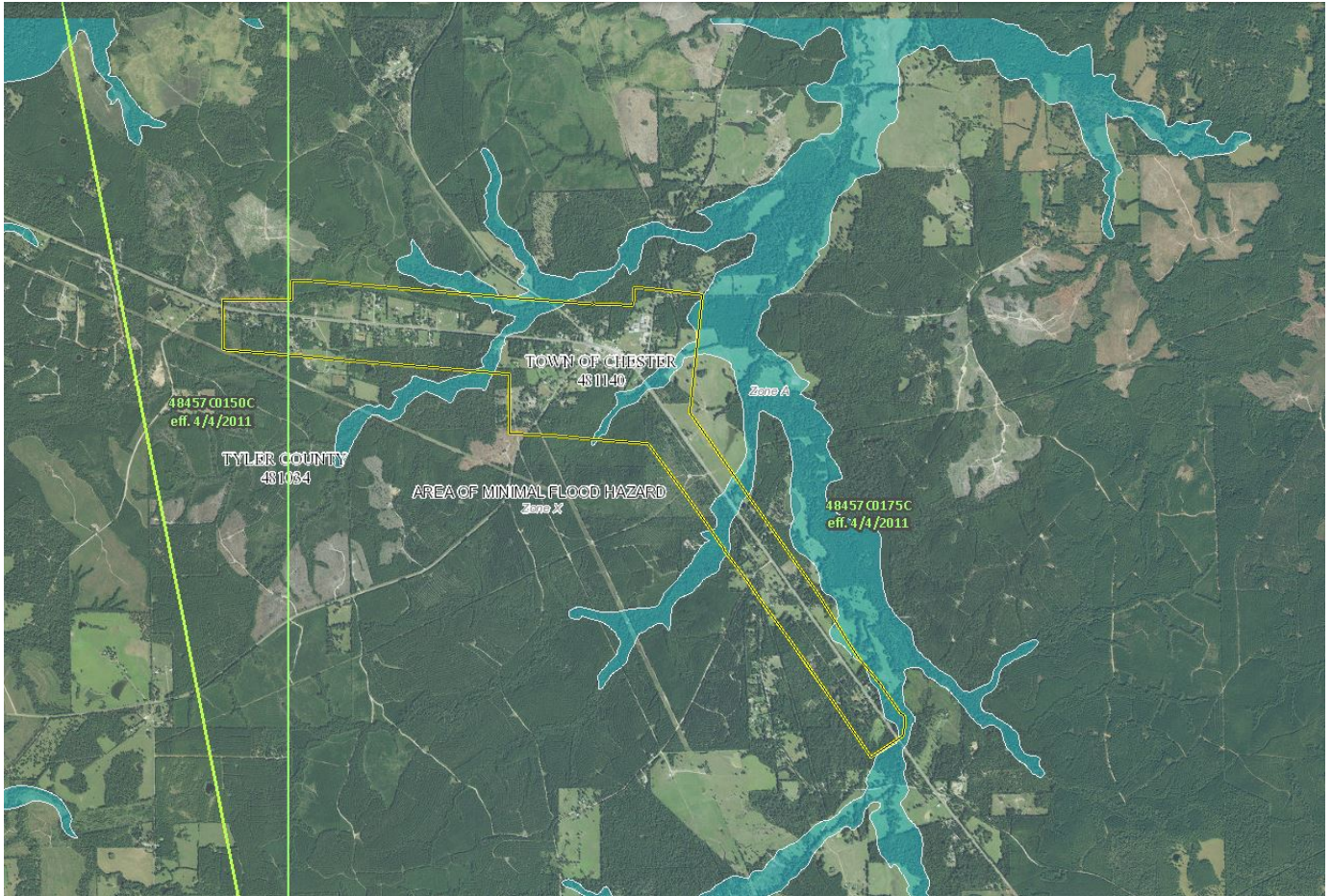


Exhibit B – Tyler County Flood Map

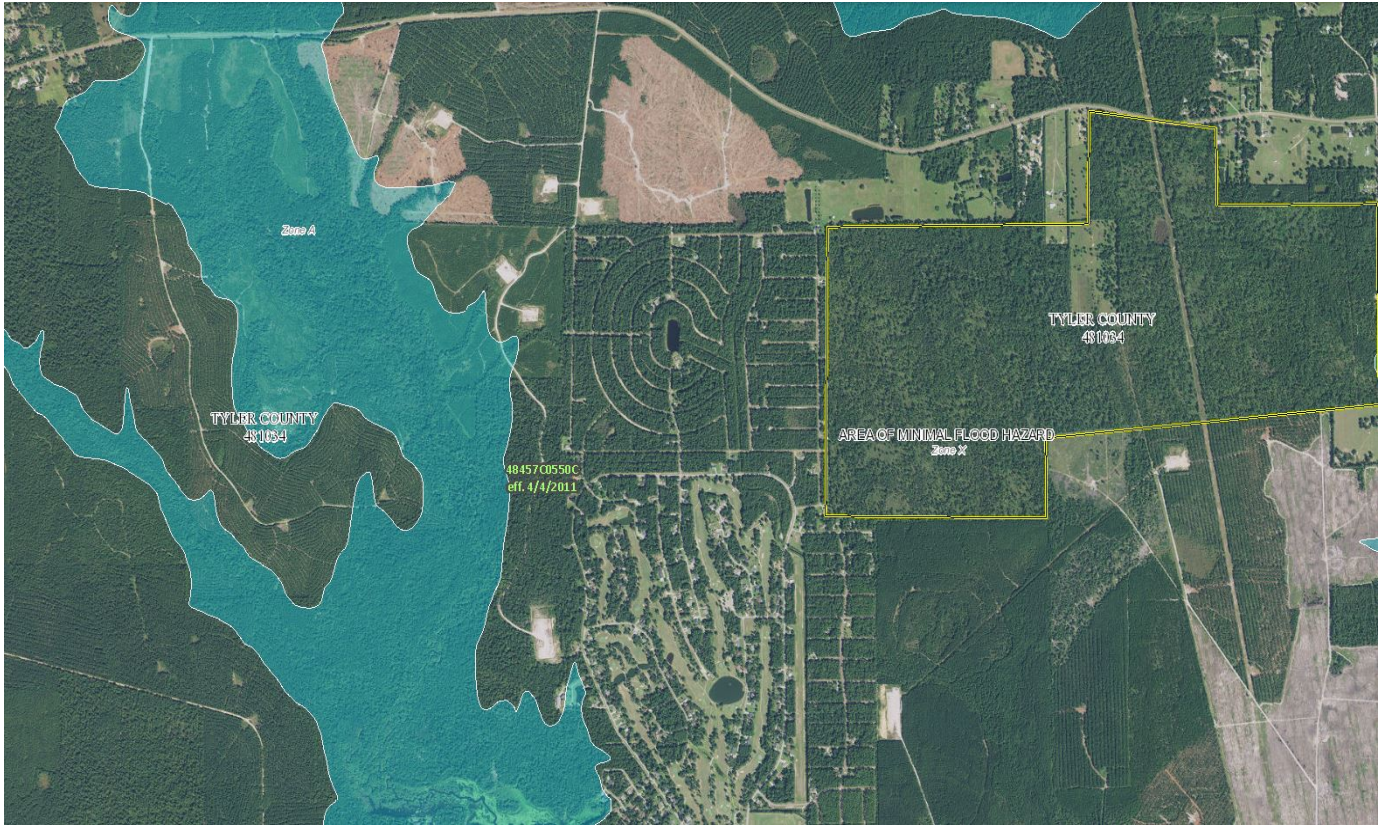


Exhibit C – City of Ivanhoe, Tyler County Flood Map



Exhibit D – City of Woodville, Tyler County Flood Map

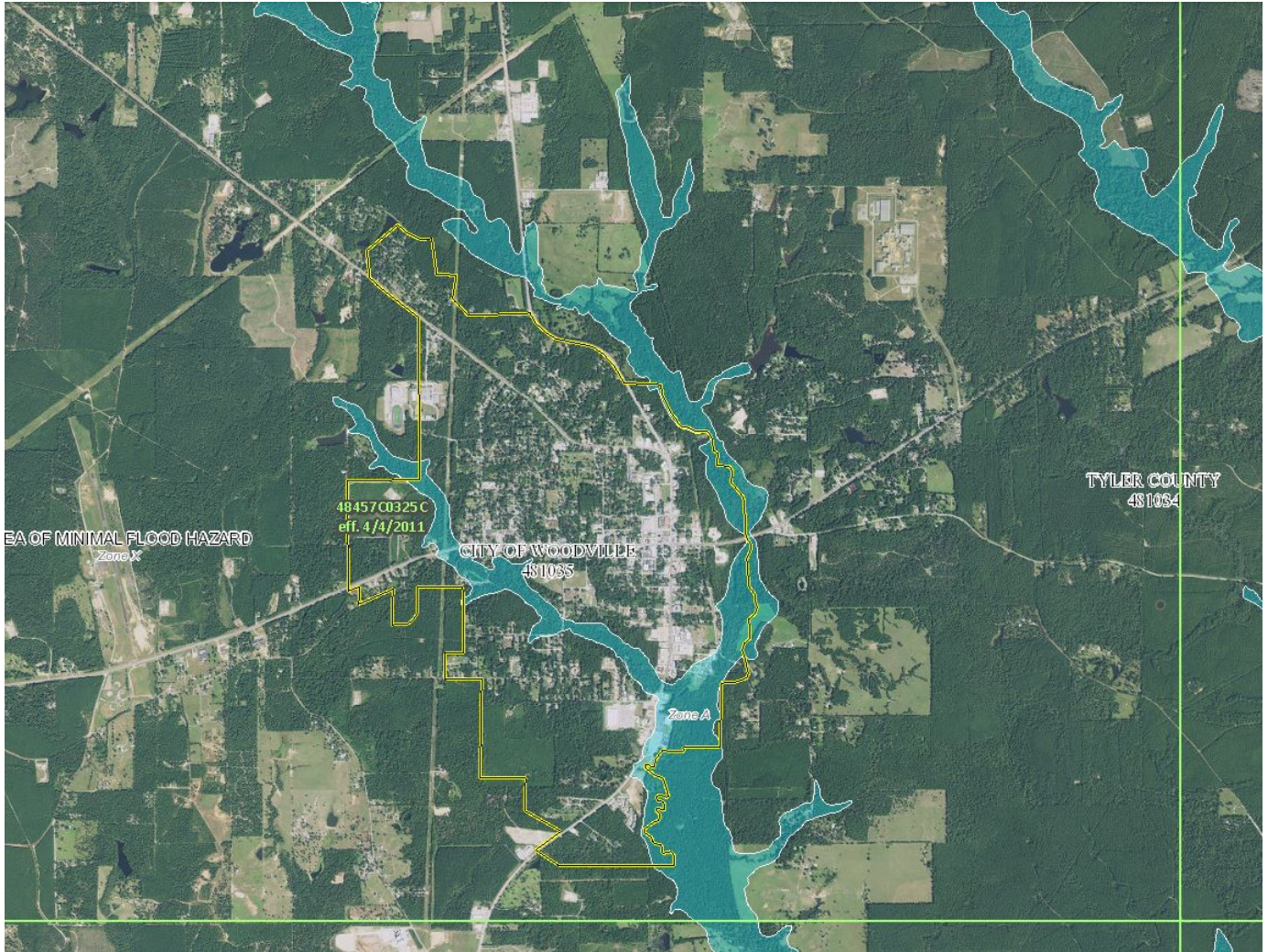


Exhibit E – City of Colmesneil, Tyler County Flood Map

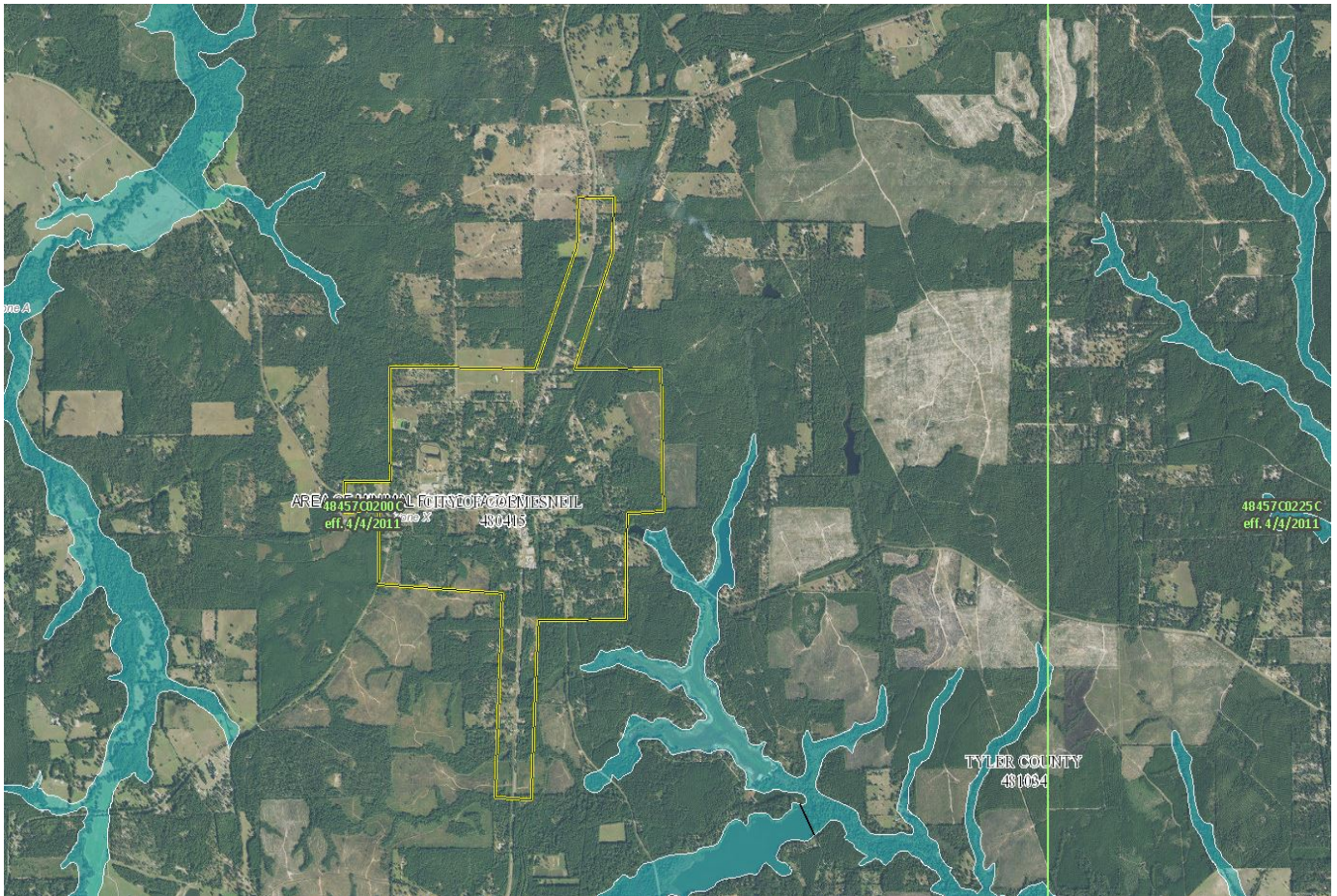


Exhibit F- FEMA IA Data Map

Exhibit G- as yet to be determined, pending receipt of SRL data

(3) Eligible Property Types

- Single family residences, which can include single family homes and MHUs.
- Vacant land with the following caveat: if at the time of the disaster, a structure was located on land parcel (to prevent further residential development in the designated area).

(4) Valuation Method

Tyler County has the discretion to determine the appropriate valuation method, including paying either pre-disaster or post-disaster fair market value (FMV). Based on comparative information taken from the valuations off Tyler County’s Central Appraisal District 2017 & 2018 Annual Reports, Tyler County has decided to offer post-disaster FMV. See Page 2 of the 2017 report here:

<http://www.tylercad.net/data/ uploaded/file/PDF/TylerCADAnnualReport-2017.pdf> and See page 3 of the 2018 report here: <http://www.tylercad.net/data/ uploaded/file/PDF/TylerCAD-AnnualReport-2018.pdf>

2017 Parcel Count	46,557	Market Value	\$2,684,002,051	Average Parcel Cost:	\$57,649.81
2018 Parcel Count	42,193	Market Value	\$2,660,598,816	Average Parcel Cost:	\$63,057.83

(5) Housing Incentives

Tyler County will use the Low to Moderate Housing Incentive (LMHI) to resettle LMI households who were affected. Tyler County will ensure that the intent of the housing incentive is satisfied at award.

Types of eligible properties for housing/buyout incentives that may reside within the jurisdiction of the subrecipient include:

- Single family property (detached)
- Modular home/manufactured home
- Vacant land with the following caveat: if at the time of the disaster, a structure was located on land parcel

Incentive payments are ineligible for households that move to disaster-impacted floodplains. There are three types of housing assistance: relocation assistance, down payment assistance, and buyout incentives. Housing Incentives are offered in addition to buyout funding as many times, homeowners who are looking to purchase a new home outside of the floodway/floodplain need additional financial assistance to purchase that new home because prices for homes outside the floodway/floodplain are higher than the FMV of the buyout property. Without housing incentives, the individual would otherwise be unable to purchase a new home using only funds received from the buyout of their current property.

(a) Relocation Assistance

Relocation assistance will be offered for qualifying LMI individuals; however, the assistance may not exceed \$35,000 for purchase of a lot or newly constructed home, or \$10,000 for an existing home.

Temporary relocation assistance will be offered by Tyler County; however, the assistance will not exceed \$5,000 per household. It is anticipated that the assistance will be provided when the closing occurs for the new or existing home purchase. In the case of tenant displacement, Tyler County will comply with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (49 CFR part 24).

(b) Down Payment Assistance

The following items must be met to provide down payment assistance:

- (i) Purchased a lot or are using a pre-owned lot located outside of a floodplain or to a lower-risk area within the subrecipient's jurisdiction for construction of a new home (a construction date must be provided), or the applicant purchased a newly constructed or existing home located outside of floodplain or a lower-risk area in the subrecipient's jurisdiction.
- (ii) Purchased homes must be considered decent, safe, and sanitary.
- (iii) The funding must be used within an established timeframe (e.g., sixty (60) days).
- (iv) Down Payment Assistance:
 - 1. HUD approved a waiver to allow homeownership assistance to be provided to households earning up to 120 percent of the area median income and down payment assistance for up to 100 percent of the amount required. While homeownership assistance may be provided to households with up to 120 percent of the area median income, only those funds used to serve households with up to 80 percent of the area median income may qualify as meeting the low- and moderate-income person benefit National Objective.
 - 2. The replacement home is usually more expensive than the buyout home because new homes are built to recently adopted building codes and zoning requirements as opposed to older homes.
 - 3. The amount of assistance is based on the determined need of the applicant; however, the amount will not exceed \$35,000.

(c) Buyout Incentives

The purpose of the incentive is to encourage maximum participation by property owners and remove as many properties as possible from high-risk areas. Incentive payments should assist the household with necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable. A buyout incentive is not available for properties that served as second homes. A second home is not the primary residence of the owner, a tenant, or any occupant at the time of the storm. Buyout incentives may not exceed \$35,000.

(6) Amount of Assistance

Tyler County may offer up to 100 percent amount of assistance provided and should only include the amount needed by the applicant to achieve homeownership. The amount of assistance would be based on the FMV

minus DOB, plus any program incentives offered (if applicable).

An appraisal will determine the fair market value of the property. The total need of each applicant is equivalent to the appraisal value. The County will then determine what assistance the applicant has already received as a benefit towards the property that has not been utilized for its intended purpose. Examples include NFIP claim disbursements or FEMA grants that were intended for property repair but were not utilized for property repair. These unused monies reduce the applicant need for resettlement and are deducted from the total need. The remaining total need after the deductions represent the unmet need. The intent of Tyler County's Program is to determine each applicant's unmet need and deliver the total unmet need to them at a real estate closing in exchange for title to the subject property.

A statement of the amount offered as compensation, description and location of the real property, and a list of buildings, structures, or other improvements must be provided to the applicant. The final settlement (buyout offer) must be properly documented and assistance calculations must show how the subrecipient determined the final offer. Assistance calculations will be determined by considering FMV and DOB as well as if any incentives being offered (RA, DPA, BI).

The applicant will have the right to determine the value of the property by hiring an appraiser to conduct their own assessment. If accepted, Tyler County will update the offer and submit it to the owner.

(7) Housing Assistance Caps

All customary costs associated with the purchase of private property, including appraisal, legal, survey, title preparation and insurance, are paid for by the County, using CDBG-DR funding. Demolition, and site work, including environmental remediation, grading, and security, are also paid for under this Program.

Unit Costs must be necessary, reasonable, allowable, and allocable. The following table charts monetary caps for assistance:

Project Type	Acquisition/ Buyout**
Base Unit	Fair Market Value (Post-Disaster)
Relocation Assistance	Up to \$5,000 for temporary housing and relocation costs \$35,000 for a lot or newly constructed home**
	Up to \$10,000 for an existing home**
Down Payment	Up to 100% of the Required Amount; Not to Exceed \$35,000

Buyout Incentives	Up to \$35,000**
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****Buyout Incentives:** The purpose of the incentive is to encourage maximum participation by property owners and remove as many properties as possible from high-risk areas. Incentive payments should assist the household with necessary funds to buy an existing home or construct a home on a newly purchased lot, as applicable. A buyout incentive is not available for properties that served as second homes. A second home is not the primary residence of the owner, a tenant, or any occupant at the time of the storm. Tyler County may provide relocation assistance outside of buyout activities, as necessary. The vacant land limit is set at \$35,000. Although this is the cap, the actual lot cost should not exceed the standard single lot size in the community.

(8) Disposal of Storm Damaged Property

Once the applicant has completed closing activities within the Buyout Program, the applicant’s storm damaged property will be demolished. Tyler County will complete the demolition of the home within 45 days of vacancy. The cost of the demolition can be charged to the program.

(9) End Use

All buyout activities are a type of acquisition of real property (as permitted by section 105(a)(1) of the HCD Act). However, only acquisitions that meet the definition of a “buyout” are subject to the post-acquisition land use restrictions discussed further below. To determine whether the acquisition is a buyout activity, it must be ascertained whether the intent of the purchase is to reduce risk from future flooding or to reduce the risk from the hazard that lead to the property’s Disaster Risk Reduction Area designation.(if applicable)

Tyler County will use buyouts strategically as a means of acquiring contiguous parcels of land, whenever possible, for uses compatible with open space, recreational, natural floodplain functions, other ecosystem restoration, or wetlands management practices. All structures on the properties will be demolished. No new structure will be erected on property acquired, accepted, or from which a structure was removed under the buyout program other than: (1) a public facility that is open at all sides and functionally related to a designated open space (e.g., a park, campground, or outdoor recreation area); (2) a rest room; or (3) a flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream or downstream, and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure.

The land will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, floodplain or wetlands management practices. There are options for disposing of the property including:

- Tyler County can lease the property to adjacent property owners or other parties in return for a maintenance agreement;
- The Tyler County can convert the land to green space; or

- Tyler County can opt to sell the acquired property at a fair market value; however, the proceeds will be classified as Program Income and must be returned to the state. Additionally, if the subrecipient acquired the property as part of a buyout, the subrecipient will be required to place a deed restriction or covenant dedicating the property to be maintained for compatible uses in perpetuity as discussed above.

Tyler County must send the funds to:

Attention:
Texas General Land Office
Agency Cashier
PO Box 12873
Austin, TX 78711-2873

In the accompanying check, Tyler County will need to include the grant number, contract number, activity number(s), identify it as Program Income, and the reason for return.

Tyler County will ensure the property title is deed restricted and remains public open space in perpetuity, as necessary (buyout program) as described above.

After receipt of the assistance, with respect to any property acquired, accepted, or from which a structure was removed under the buyout program, no subsequent application for additional disaster assistance for any purpose or to repair damage or make improvements of any sort will be made by the subrecipient to any federal entity in perpetuity.

In order to take part in this Voluntary Buyout Program, the applicant must forfeit any and all mineral rights associated with the purchase of the land parcel to be bought out through this program.

(10) Additional Allowable Expenditures

The following expenditures are allowable under the Buyout Program:

- a) The closing costs associated with processing the transaction;
- b) Recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property and similar expenses incidental to convey the real property to the subrecipient. Costs associated with perfecting the property are not allowed;
- c) Penalty costs and other charges for prepayment of any pre-existing recorded mortgage; and
- d) The pro rata portion of any prepaid real property taxes which are allocable to the period after the subrecipient obtains the title to the property or effective possession of it, whichever is earlier.
 - Funding provided toward the purchased property must not be used to duplicate benefits already paid by another federal agency such as FEMA and SBA. The DOB Calculation Form will need to include payments for eligible relocation assistance.

D) PROGRAM IMPLEMENTATION

A. Affirmative Marketing Outreach Plan

Tyler County is committed to affirmatively furthering fair housing through established affirmative marketing policies. Affirmative marketing efforts for the disaster funding will include the following:

- An Affirmative Fair Housing Marketing Plan, based on HUD regulations, is to be followed by Tyler County. The plan must include items on the GLO's checklist to affirmatively market units financed through the Program.

The goal is to ensure that outreach and communication efforts reach eligible applicants from all racial, ethnic, national origin, religious, familial status, the disabled, "special needs," and gender groups. For each project or program, notification to these populations should include:

- Fully informed of vacant units available for sale and/or rent;
- Given the opportunity to buy and/or rent the unit of their choice

Emphasis will be focused on successful outreach to LMI areas and those communities with minority concentrations that were affected by the disaster.

In addition to marketing through widely available media outlets, the following resources will be leveraged by the County to affirmatively market its buyout program

- Newspapers
 - Local and regional newspapers provide an important outlet to deliver information about the Buyout Program. Print ads in newspapers will be run in accordance with the phased approach corresponding with key program dates including outreach events and deadlines. This plan also proposes the use of earned media engagement with these outlets. For earned media outreach, the County will coordinate pre-scheduled individual briefings with journalists to apprise them on the program's progress and to push key messages to homeowners, in addition to press releases on program progress and updates distributed to community media contacts.
- Outreach Activities
 - Community engagement is an ongoing process that requires continuous education and simple messaging provided in a variety of delivery methods. Each occurrence deepens the connection to the community and seeks to persuade program participation. This plan uses a data-driven integrated communications methodology that combines simple, clear, and consistent messaging through traditional and nontraditional media, grassroots outreach, and face-to-face engagement. Community engagement input has revealed a need to differentiate buyouts with other GLO recovery programs like the reimbursement program, HAP, and the local infrastructure program. Additionally, efforts will be taken to affirmatively market the Buyout Program by advertising with media outlets that provide unique access for persons who are considered members of a protected class under the Fair Housing Act.
 - Outreach to affected communities will rely heavily on grassroots outreach. As part of that effort, this plan relies on the following methodology designed to make the most impact and build trust with communities we serve. Community engagement will follow the following general pattern:

- Inform: The inform stage will be used to share information, listen for potential program success challenges, clarify information, and help bring the program top of mind for the intended end-user.
 - Educate: The education phase shares the who, what, when, where, why, and how repeatedly to gain the attention and spark interest in the program.
 - Collaborate: The collaboration stage will incorporate trusted ambassadors, community partners, and elected officials to assist in promotion and community buy-in. These stakeholders will be key to building trust and program acceptance. While collaborators and testimonials are important, the outreach team will use an integrated methodology to ensure all the responsibility for success is not solely dependent on one tactical success.
 - Decision Making and Follow-up: The decision-making and follow-up stage requires one-on-one customer service with homeowners and potential applicants to ensure they understand the entirety of the program's policies and requirements and are provided the necessary support to use their grant funding for repairs or reconstruction.
- Postcards/Direct Mail
 - Homeowners and renters identified in targeted areas will receive an initial Voluntary Acquisition Notice and/or General Information Notice from the program with information on how to participate in the program and general contact information including phone number and emails of case managers. Additional letters will be created and sent on an as needed basis: approaching deadlines, application status, etc.
 - Network of Community Partnerships
 - A critical strategy in ensuring the success of this outreach effort will be in cultivating and maintaining a network of community organizations and influencers who are engaged and willing to support buyout outreach efforts. This will take the form of an internal listserv of individual contact people for relevant organizations: public service offices, local service-based nonprofits, library publicity officers, and local elected officials. This list will be used to send information about upcoming application intake events and buyout program eligibility. Community partners with physical locations will be given an informational poster and a one-page flyer to place in common areas.
 - In addition, the County will invite the network of community partners to participate in a series of ongoing meetings and conference calls to provide updates on the program and receive information from them based on the feedback they are hearing within the communities they serve. This sharing of information allows our program to best meet the needs of the unique communities in the area served.
 - In-home Application Support
 - For elderly or disabled populations, the program will provide in-home application support. To receive in-home application support, homeowners will schedule an appointment for a case manager to visit them in their home. During the visit, the specialist will assist in completing a program application, gather documentation, answer any questions, and review next steps for the applicant.
 - Outreach to Residents of Abandoned Homes and Displaced Persons
 - To identify displaced residents and abandoned homes, program staff will work with appraisal districts

and code enforcement authorities to attain batch ownership data to identify properties that have been abandoned and where owners currently reside. Once addresses are identified, staff will search online tax records to verify ownership and principal residency (homestead exemption on property) at the time of the storm to eliminate spending resources on ineligible properties and attain the current mailing address of the owner. Program staff will also work to request listed phones and email addresses from the FEMA IA dataset to contact displaced homeowners. Email and phone communication will be the primary means of contact, particularly for those who have been displaced out of the immediate area.

- Door-to-Door Canvassing
 - Canvassing neighborhoods to inform people of the Buyout Program is a way to get to know residents and provide detailed program information and answers beyond what any ads or press releases can provide.
 - In areas where it is determined to be effective and safe, the Buyout team will send teams of canvassers to affected homes that have not completed the application to provide educational and program promotional materials. In addition, if-feasible, canvassers can be equipped with mobile tablet devices to input homeowner information and printed door hangers to leave, should a homeowner be unavailable at the time of the visit.
- Door Hangers
 - Door hangers will be left during canvassing outreach for homeowners who were unavailable when a program representative visited their home. This tactic encompasses homeowners who may not be living at their residence due to hurricane damage.
- Community Meetings
 - The Outreach Team will participate in a variety of events in an effort to meet homeowners where they are. Getting buy-in to the program from existing community organizations and entities legitimizes the Buyout Program and allows it to capitalize on existing meetings and constituencies to disseminate messaging. By partnering with existing community events and planning multiple series of program-hosted events, Buyout personnel will be able to meet face-to-face with homeowners, distribute helpful information, and provide one-on-one assistance.
 - Presentations during the community meetings will cover the following topics:
 - Overview of the Buyout Program, including program aid options;
 - How to apply;
- Program eligibility requirements; and
 - The application process.

Measures will be taken to make the Program accessible to persons who are considered members of a protected class under the Fair Housing Act by holding informational meetings in buildings that are compliant with the Americans with Disabilities Act (ADA), providing sign language assistance when requested and providing special assistance for those who are visually impaired when requested.

Applications and forms will be offered in English and, if requested, other languages prevailing in the region in

accordance with Title VI of the Civil Rights Act of 1964, including persons with disabilities (24 CFR 8.6), and other fair housing and civil rights requirements such as the effective communication requirements under the Americans with Disabilities Act. Every effort will be made to assist such applicants in the application process. Case managers will help navigate and inform applicants who may qualify for buyout of their damaged unit to remove them from flood hazards, environmental hazards, and other unsafe conditions while meeting AFFH obligations.

Documentation of all marketing measures used, including copies of all advertisements and announcements, will be retained, and made available to the public upon request.

Tyler County is required to use the Fair Housing logo in Program advertising, post Fair Housing posters and related information and, in general, inform the public of its rights under Fair Housing regulations law.

Evaluation of outreach activities and applications received will be necessary to determine if outreach is successful and applications that are being received accurately reflect the socioeconomic and other forms of demographic diversity. Evaluation should be an ongoing process.

Tyler County is also required to coordinate with HUD-certified housing counseling organizations to ensure that information and services are made available to both renters and homeowners.

B. Application Intake and Counseling

Anyone who makes an inquiry about the Program will be provided with a Tyler County Buyout Program application package to complete.

All documentation submitted by the applicant must include a signed statement verifying that the information provided is true, complete, and accurate. Any false, fictitious, or fraudulent information, or the omission of any material, may subject the applicant to criminal, civil or administrative penalties.

All documentation will include the following notice: "Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729."

Case managers and/or interpreters will be able to communicate with the applicant in their primary language. Additionally, effective communications with persons with disabilities pursuant to 24 CFR 8.6 and other fair housing and civil rights requirements (such as the effective communication requirements under section 504 and the Americans with Disabilities Act).

C. Applicant Prioritization

Applicants will be prioritized using the following ordered criteria:

- (1) Income classification (extremely low, very low, low, or non LMI)
- (2) If the property is located in a floodway
- (3) If property is located in a floodplain

- (4) Date intake application was received
- (5) Defining characteristics (age dependent, over 65 or under 5; disabled, veteran, female head of household, or one or more household members under the age of 18)

D. Applicant Eligibility Requirements

The following are threshold requirements, which must be met for an applicant to be eligible for assistance. Eligibility does not guarantee assistance since a prioritization strategy within LMI economic subgroups has been established. It is expected that there will be more eligible applicants than can be served with available funds.

(1) Buyout Target Area

Only properties located in Buyout Target Areas are eligible for the Local Buyout Program. Buyout Target areas include Tyler County floodway, floodplain, and Disaster Risk Reduction Areas.

(2) Income Determination

The U.S. Department of Housing and Urban Development has established the requirement that 70% of the aggregate of CDBG-DR funds be utilized for the benefit of the low and moderate-income population in the impacted area. The U.S. Department of Housing and Urban Development has indicated they will only consider a waiver to this requirement if it can be adequately demonstrated that the needs of the low- or moderate-income population within the impacted area have had their needs sufficiently addressed or potentially if the impact is less than 70% low- or moderate-income persons. As a result, the County will prioritize LMI applicants and provide ongoing monitoring to ensure that 70% of the allocation is used benefiting LMI households. If the County determines that the impacted population eligible for buyout assistance does not have enough LMI households to meet the 70% LMI requirement, the County will seek a waiver from the GLO and provide supporting data with its waiver request.

The most current income limits, published annually by HUD, shall be used by Tyler County to verify the income eligibility of each household applying for assistance at the time assistance is provided. Tyler County must always use the most recent income limits and will be monitored to ensure compliance.

FY 2020 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2020 Income Limit Area	Median Family Income Explanation	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Tyler County, TX	\$63,800	Very Low (50%) Income Limits (\$) Explanation	22,350	25,550	28,750	31,900	34,500	37,050	39,600	42,150
		Extremely Low Income Limits (\$)* Explanation	13,450	17,240	21,720	26,200	30,680	35,160	39,600*	42,150*
		Low (80%) Income Limits (\$) Explanation	35,750	40,850	45,950	51,050	55,150	59,250	63,350	67,400

The household income level for each program applicant will be determined during an in-person or remotely conducted intake meeting with the property owner(s). The County will collect household income documentation and will verify the household income using the HUD CDBG-DR income certification calculator found at <https://www.hudexchange.info/incomecalculator/>.

(3) Unmet Needs

Only applicants with an unmet need related to the Hurricane Harvey event will be eligible. Documentation evidencing impact from the event will be required as part of the unmet needs determination.

(4) Damage Assessment

Each applicant's home must be assessed to verify that it was damaged from the event. A licensed (HQS or TREC) home inspector will perform a damage assessment report along with pictures to document event related damage via photographic evidence and detailed narratives if the survivor did not receive FEMA or SBA funds for the repair or replacement of a home damage from Hurricane Harvey. It will be the responsibility of The County to hire the inspector and schedule a time for the inspection based on the convenience and availability of the homeowner.

(5) Proof of Ownership

The applicant must be an individual who owns the property to be bought out due to damage from the event. Ownership can be documented as follows:

- Provide a copy of a valid deed of trust or warranty deed that is recorded in the county records which cites the applicant's name.
- For manufactured housing units (MHU), a Statement of Ownership from the Texas Department of Housing & Community Affairs, Manufactured Housing Division (TDHCA) must be provided. If the Statement of Ownership cannot be provided, GLO may accept alternate forms of ownership as further defined below.
- If an applicant owns a mobile home and there is a lien on the property, Through the purchase of the property, Tyler County will work to ensure that the lien is paid off to the mortgage company.

For the purposes of federally funded disaster recovery programs, alternative methods to document ownership may be proven in the following manner:

Applicants may prove ownership by providing documentation and completing a notarized affidavit that certifies one of the following circumstances applies:

No other party has the right to claim ownership;

Everyone who has the right to claim ownership has agreed to participate in the program; or

A party who has the right to claim ownership could not be located (after all reasonable attempts have been made).

Subject to approval by the GLO, instead of a copy of the deed, alternative documentation proving ownership may be provided including (in order of preference):

- Tax receipts in the name of the applicant reflecting payment of applicable property taxes on the property for the prior taxable year;
- Home insurance in the name of the applicant reflecting that a current policy was in place at the time Hurricane Harvey made landfall;
- Utility bills reflecting the address of the property and the name of the applicant and/or co-applicants; or
- Other documentation deemed to be acceptable by the GLO.

The documentation must show that the applicant was the person responsible for paying for these items at the time of the disaster.

The above-referenced alternatives are not optional, must be incorporated into the Program Design, and allowed to prove ownership for all CDBG-DR Programs in the state of Texas.

(6) Clear Title

Title clearance is a necessary component of any traditional real estate transaction. The County will only purchase properties that have clear title as determined by its procured title company. It is the responsibility of the property owner to assist the title company with obtaining clear title. In some cases, the County predicts that applicants will have to obtain legal assistance from private attorneys or pro-bono legal aid organizations. The cost of these legal services is at the expense of the property owner(s). Homeowners can use this link as a reference for free and low cost legal services.: <https://www.usa.gov/legal-aid#:~:text=Find%20Free%20and%20Low%2DCost,low%2Dincome%20individuals%20and%20families.&text=Free%20Legal%20Answers%20%2D%20If%20you,will%20provide%20answers%20for%20free.>

If an applicant is unable to clear title within a reasonable amount of time, the buyout program may determine that they are ineligible for assistance. In these cases, the County will establish the closing deadline at least 90 days in advance and inform the property owner with a documented phone call and certified mailing.

(7) Principal Residency and Second Homes

The unit to be purchased through the Buyout Program must have been the **applicant's principal residence during the time of the event**. Principal residency for applicants can be demonstrated through property tax homestead exemptions. If a homestead exemption was not in place at the time of the disaster, an Affidavit of Principal Residency may be utilized as an alternative method of verification of principal residency. The affidavit must be supported by documentation such as asset verification (income tax returns, credit check, etc.) or utility bills specific to the property address and name of the applicant, which were active as of the date of the event.

Under state of Texas Property Tax Code, a homeowner may only claim one homestead exemption on one property. GLO may request additional documentation or information if the GLO identifies that the applicant has more than one property with a homestead exemption.

To help accomplish the overall goals of the buyout program, Tyler County wishes to provide buyout assistance to as many volunteers as possible within the Buyout Area. However, owners who volunteer for buyout on homes that qualified as their second home at the time of the disaster, or following the disaster, are often not eligible to participate in the buyout program and are not eligible for residential incentives.

A property is considered a second home if it is not rented out at any time during the year, regardless of whether it is used by the household or not. In addition, a property is a second home if it is rented out part of the year and the owner uses the home more than 14 days or more than 10 percent of the number of days during the year. If a home is rented out for part or all of the year and the owner does not use the home long enough then it is rental property and not a second home.

Properties that are identified as second homes are eligible for an amount not to exceed the current FMV without incentives. Duplication of benefits will still apply and can reduce the offer amount to a value below the current FMV.

Properties that were vacant on a temporary basis at the time of the storm due to reasons relating to a demonstratable hardship (health, job loss, death, divorce, disability, business failure, etc.) are not considered to be second homes, and are eligible for post-storm FMV plus incentives. Properties that sustained direct and/or indirect impact by Hurricane Harvey and have been vacant since the storm's impact are not considered second homes and are eligible for pre-storm FMV plus incentives.

(8) Property Taxes

Applicant must furnish evidence that property taxes are either current, have an approved payment plan, or qualify for an exemption under current laws. Applicant must prove that property taxes have been paid or that one of the following alternatives have been met:

- The property owner qualified for and received a tax deferral as allowed under Section 33.06 of the Texas Property Tax Code;
- The property owner qualified for and received a tax exemption pursuant to Section 11.182 of the Texas Property Tax Code; or
- The applicant entered into a payment plan with the applicable taxing authority and is current on payments.

Support documentation verifying the tax deferral or tax exemption must be provided by the applicant. Any applicant that enters into a payment plan must supply a signed copy of the payment plan from the applicable taxing entity along with documentation that they are current on their payment plan.

(9) Duplication of Benefits (DOB) Review

Each application will be reviewed to determine if previous funding awarded to the applicant was appropriately used on the home and if any funds were received for the same purpose. The applicant must have an unmet need to move forward in the program. Tyler County must determine the applicant's total need first and then calculate the applicant's DOB. To determine the applicant's total need Tyler County will determine the post-storm fair market value of the property.

Then to determine potentially duplicative assistance, applicants must provide insurance, FEMA, SBA, and any other type of funding documentation for funds that were received. Additionally, Tyler County must verify that the submitted data is accurate and current at the time of the award, to the best of their abilities (e.g., validate against FEMA data). Tyler County will also determine if insurance was required under the terms of the applicant's mortgage as part of the application review. Regardless of unmet needs and prior funds received, applicant awards cannot exceed program limits.

The DOB is the amount of assistance received (minus expenditures) in excess of the total need. The *GLO's DOB Calculation Form* will be used to determine the DOB amount and reduce it from the total need to determine the total award amount. If the total awarded assistance is greater than or equal to the total need, then a positive dollar amount will indicate a DOB. To reconcile the DOB amount owed, the CDBG-DR award offered will be reduced by the DOB amount.

At the time of application, Tyler County will require all assisted applicants to sign and execute a Subrogation Agreement authorizing the County to collect future claims or funds paid to the applicant for 2017 Buyout Assistance. If an applicant is suing or currently in litigation with private insurance or FEMA, the applicant will be required to sign a duplication of benefit repayment agreement in the event that additional financial assistance is granted to the homeowner after litigation is complete. Monitoring procedures to include priorities and frequency to comply with an executed Subrogation Agreement.

(10) Child Support⁴

All household members over the age of 18 must be current on payments for child support. If the household member is not current on child support, that individual will be required to enter into a payment plan that will be obtained from the Office of Attorney General (OAG). A copy of the payment plan signed by all applicable parties along with documentation demonstrating that they are current on their payment plan must be supplied.

Family Code, Title 5, Section 231.006

(11) Environmental Review

An environmental review must be performed on the property prior to federal funds being committed by Tyler County (24 CFR Parts 50, 58, 574, 582, 583, and 970). No commitment or disbursement of funds will occur prior to the completion of this review. The environmental review shall document compliance with 24 CFR Part 58 and all related laws, authorities, and executive orders.

Properties located where federal assistance is not permitted are ineligible for assistance. Properties must be in compliance with Environmental Code 24 CFR Part 58. Specific instructions concerning environmental requirements will be made available to all recipients, sub-recipients, or Contractors.

(12) Flood Insurance Verification/Requirements

Flood Disaster Protection Act of 1973 as amended and Sec. 582(a) of the National Flood Insurance Reform Act of 1994 - compliance with the legal requirements of Section 582(a) mandates that HUD flood disaster assistance that is made available in an Special Flood Hazard Areas (SFHAs) may not be used to make a payment (including any loan assistance

payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential or commercial property if: (1) the person had previously received federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and (2) that person failed to obtain and maintain flood insurance as required under applicable federal law on such property.

This will be verified by requesting copies of all flood insurance policies at the time of application intake.

(13) Inspection Requirements

Each project will require inspections during the lifecycle of the project. The required inspections are for the Buyout Program Only. The program will only pay for one inspection per activity per phase outlined below. Any additional inspection costs will be the responsibility of the designated contractor demolishing the home.

Inspection Requirements		
Application Type	Demolition Confirmation	TREC
Down Payment Assistance		Yes ***
Buyout and Acquisition	Yes	
Demolition	Yes	
***Not performed on mobile homes.		

E. Closing/Affordability Requirements

(1) Closing documents

The applicant must sign the agreement for sale document and a limited Subrogation Agreement document. If a buyout incentive is part of the final buyout offer, e.g., the family will agree to relocate outside the floodplain or to a lower-risk area, the incentive award is provided once confirmation is received (closing statement of new home) by the subrecipient. Approximately 30 days prior to the closing activities, a pre-closing meeting will be held where the applicant will receive a packet from the County outlining the expected vacancy date, the utility disconnect requirements and other steps required to close on the buyout.

(2) Vacate Property

The owner must remove all personal property from the residence prior to the day of closing. This includes clearing of abandoned items and the cancellation of all utilities. The Buyout process will not be completed until all abandoned items have been removed. Relocation incentives will be offered to homeowners to aid in the relocation to a safe location outside the DRRA.

F. Demolition

Demolition activities are eligible for the LMI National Objective if the County Satisfies the required 70/30 split

of grant funds applying to LMI individuals.

The cost for demolition will be based upon an unmet needs assessment to include necessary environmental mitigation costs not to exceed the composite price determined by the subrecipient or the state. If the total costs for demolition and the environmental mitigation costs exceed the composite price, the applicant will be required to provide the gap funding. The cost for demolition may include additional expenses related to municipal requirements and/or health or safety related conditions specific to building site or location (asbestos or lead removal)

(1) Program Requirements

- Demolition shall be defined as the demolition, removal, and disposal of an existing structure or structures including the foundation(s).
- Demolition oversight services include up to 2 inspections per demolition project. Demolition agreements will be 3 party contracts between Tyler County, the contractor, and the applicant/owner.
- The demolition process includes the initial inspection, contractor selection, and a final inspection following demolition.
- Structure shall be defined as buildings and/or partial buildings.
- The project must comply with all applicable federal and state requirement.

G. Files & Records

Tyler County will maintain accurate Buyout Program files and records for general administration activities, for each applicant, and for each assisted homeowner as required by the GLO in the GLO's system of record. Such files will be open for inspection as to qualifications, bids, and awards. Record keeping procedures must be developed for monitoring/audit by the GLO.

H. Project Closeout

Following completion of buyout activities, including the disbursement of any post-closing resettlement incentives, the County will complete an end-to-end ("ETE") checklist to ensure the file meets all of the applicable program requirements. This task will be completed for each applicant file regardless of if the applicant received any funds or completed a real estate transaction. The County will comply with all GLO file closeout procedures, including (but not limited to) the "left side/right side" file organization format.

At project closeout, Tyler County will now own the purchased properties. Tyler County will be responsible for Land Use Restriction Agreement monitoring and maintenance of these properties.

Compliance will be maintained in accordance with the reporting requirements under the GLO's CDBG-DR Program. This includes providing all information and reports as required under the GLO's contract with Tyler County demographic data and other information acquired from the applicants, and project documentation from awarded applicants.

(1) Section 3

Tyler County is committed to furthering the goals of HUD Section 3. Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] represents HUD's policy for providing preference for new employment, training, and contracting opportunities created from the usage of covered HUD funds to low- and very low-income residents of the community where certain funds are spent (regardless of race or gender), and the businesses that substantially employ these persons. In order to comply with Section 3, the buyout program will do the following whenever necessary;

- Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
- Notifying potential contractors working on Section 3 covered projects of their responsibilities;
- Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
- Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
- Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
- Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
- Documenting actions taken to comply with Section 3; and
- Submitting Section 3 Quarterly and Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.

(2) Applicant Data

All applicant data is secured in the County's management information system for a specified period of time in accordance with the current Record Retention Policy (see below).

Recordkeeping, including scanning, uploading to the County's management information system, and filing of pertinent program documentation retention policies are to provide both a physical and an electronic record of activities so that documentation is accessible for audit purposes.

In order to protect non-public personal information, data security measures are in place. For example, hardware and software data security protocols such as the requirement for signed non-disclosure agreements prior to receipt of access credentials for the County's management information system. The County also requires that hard copy files containing non-public personal information are kept in locked file cabinets to ensure their physical security.

The reporting requirements will include, but not be limited, to the following for each program activity requiring a direct application by an individual or non-institutional entity:

- Applicant's household income at the time of assistance;
- Household income as a percentage of AMI at the time of assistance, as defined by HUD;
- The race, ethnicity, and gender of the head of household;
- The household's familial status;

- The presence or non-presence of a household member with a disability; and
- The presence or non-presence of a household member that is a veteran.

(3) Records Retention

All official records on programs and individual activities shall be maintained for a 3-year period beyond the closing of a grant between the GLO and HUD. Applicant records must be maintained electronically. All projects, program activity files, and applicant information received will be maintained within the GLO's system of record.

I. Procurement Requirements

Tyler County shall provide adequate documentation to show that the selection process was carried out in an open, fair, uniform, and thorough manner to ensure that federal (2 CFR 200.318–200.326) and state procurement requirements were met.

It is important to note that failure to maintain proper documentation may result in disallowed costs. These records must include, but are not limited to, the following information:

- a. Rational for the method of procurement;
- b. Evaluation and selection criteria;
- c. Contractor selection or rejection; and
- d. The basis for the cost or price.

During the procurement process, Tyler County will clearly identify any items included in the bid/purchase that are not included in the CDBG-DR agreement with GLO.

Tyler County must procure goods and services using the federal procurement and contract requirements outlined in 2 CFR 200.318 – 200.326. These procurement requirements must be followed for reimbursement from grant allocations of CDBG-DR funds provided by HUD. Tyler County is also required to follow state and local procurement law and policies, as well as the additional requirements stated in 2 CFR Part 200.

Regardless of the type of procurement used, Tyler County must execute a contract to document the period of performance, the work to be completed, the agreed price, and contractor or provider's required compliance with all applicable federal, state, and local requirements that Tyler County must follow. If there is a conflict between federal, state, and local laws and regulations regarding procurement, the more stringent law or regulation will apply.

Additionally, Tyler County is required to achieve compliance with Section 3 (24 CFR Part 135). It is strongly suggested that HUD's best practices be utilized to help achieve compliance (HUD Model Section 3 Plan), including creating a Section 3 plan. Tyler County is also required to "take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible." (HUD CFR 200.321).

J. URA REQUIREMENTS DISPLACEMENT OF PERSONS AND/OR ENTITIES

Pursuant to HUD and other federal guidelines, the County is required to comply with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). HUD describes the objective of the URA as follows:

(1) to provide uniform, fair and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects; (2) to ensure relocation assistance is provided to displaced persons to lessen the emotional and financial impact of displacement; (3) to ensure that no individual or family is displaced unless decent, safe and sanitary housing is available within the displaced person's financial means; (4) to help improve the housing conditions of displaced persons living in substandard housing; and (5) to encourage and expedite acquisition by agreement and without coercion.

In accordance with the Housing and Community Development Act of 1974, as amended, (HCDA), and US Department of Housing and Urban Development (HUD) regulations at 24 CFR 42.325 and 570.440 (1), use of Community Development Block Grant Disaster Recovery (CDBG-DR) funds will minimize adverse impacts on persons of low and moderate-income persons. The purpose of this Residential Anti- displacement and Relocation Assistance Plan (RARAP) is to provide guidance on complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), (Pub. L 91-645, 42 U.S.C. 4601 et seq) and section 104(d) of the HCD Act (42 U.S.C. 5304(d))(Section 104(d)). The implementing regulations for the URA are at 49 CFR part 24. The regulations for section 104(d) are at 24 CFR part 42, subpart C.

One-for-one replacement requirements at section 104(d)(2)(A)(i) and (ii) and (d)(3) of the HCD Act and 24 CFR 42.375 are waived in connection with funds allocated under this notice for lower-income dwelling units that are damaged by the disaster and not suitable for rehabilitation. Also, The relocation assistance requirements at section 104(d)(2)(A) of the HCD Act and 24 CFR 42.350 are waived to the extent that they differ from the requirements of the URA and implementing regulations at 49 CFR part 24, as modified by this notice, for activities related to disaster recovery. Lastly, The requirements of sections 204 and 205 of the URA, and 49 CFR 24.2(a)(6)(vii), 24.2(a)(6)(ix), and 24.402(b) are waived to the extent necessary to permit a grantee to meet all or a portion of a grantee's replacement housing payment obligation to a displaced tenant by offering rental housing through a tenant based rental assistance (TBRA) housing program subsidy (e.g., Section 8 rental voucher or certificate), provided that comparable replacement dwellings are made available to the tenant in accordance with 49 CFR 24.204(a) where the owner is willing to participate in the TBRA program, and the period of authorized assistance is at least 42 months.

General Information Notice (GIN) - The URA regulations require that persons who are scheduled to be displaced will be provided with a GIN as soon as feasible. This program may involve both persons who are actually displaced and persons who are not displaced. If the tenant-occupant of a dwelling moves permanently from the property after submission of an application for HUD financial assistance, the tenant will be presumed to qualify as a "displaced person." To minimize such unintended displacements, HUD policy considers all occupants within a proposed HUD-assisted project involving buyouts as scheduled to be displaced for purposes of issuing a GIN. All occupants, therefore, will be provided with a GIN. The template for the GIN is attached in the Appendix.

Tenant Intake Meeting- As soon as feasible, the County shall contact each person who is affected by the project to discuss his/her needs, preferences, and concerns. Whenever feasible, contact shall be face-to- face. These meetings will take place after the landowner intake meeting and before the buyout offer is sent to the landowner. This scheduling is

meant to avoid the possible issue of tenant ineligibility for HUD/URA assistance. It is possible that some tenants in the buyout target area are undocumented persons and are thus ineligible to receive benefits from HUD. However, HUD requires that all displaced tenants receive URA relocation assistance. Thus, properties with undocumented tenants are ineligible to participate in the program because if they were to do so they would either be in violation of the URA or the HUD rule against benefiting undocumented persons. If a property is deemed ineligible for buyout for reasons related to tenant eligibility, that property owner will receive a phone call and a letter from the county stating that the property is ineligible for participation in the buyout program because of tenant ineligibility for HUD assistance.

If the tenant does not qualify for relocation assistance, or if at any time the landowner decides not to participate in the program, the tenant will receive a Notice of Nondisplacement and will not be eligible to receive assistance.

Notice of Nondisplacement - If a person does not qualify as a displaced person (see Paragraph 1-4 J.), HUD policy requires that such persons be provided with a Notice of Nondisplacement (see Paragraph 1-4 AA.) to advise them of the County's determination and their right to appeal. A tenant will be defined as "non-displaced" only if they received a Move-In notice outlining the property owner's participation in the buyout program before they signed the lease. Even if there was no intention to displace the person, if they were not given timely information essential to making an informed judgment about a move, it is assumed that the person's move was an involuntary move caused by the project.

If the landowner continues to participate in the buyout program and eventually signs a contract of sale with the County, the tenants will be then given a Notice of Relocation Eligibility and 90 Day Notice to vacate. In order to have these documents ready to send immediately after contract signing, the case management team will have identified three comparable replacement dwellings that are currently for rent and completed and internally approved HUD Form 40061 before contract signing.

Notice of Relocation Eligibility (NOE) (49 CFR 24.203(b)). The NOE will be issued promptly after the initiation of negotiations (contract of sale between County and land owner), and will describe the available relocation assistance, the estimated amount of assistance based on the displaced person's individual circumstances and needs, and the procedures for obtaining the assistance. This Notice will be specific to the person and their situation so that they will have a clear understanding of the type and amount of payments and/or other assistance they may be entitled to claim

Ninety-Day Notice (49 CFR 24.203(c)). The 90-day notice shall not be given before the displaced person is issued a notice of relocation eligibility (or notice of ineligibility) for relocation assistance. The 90-day notice need not be issued if: (a) there is no structure, growing stock, or personal property on the real property, or (b) the occupant made an informed decision to relocate and vacated the property without prior notice to the property owner, (c) in the case of an owner-occupant who moves as a result of a voluntary buyout described in 49 CFR 24.101(b)(1) or (2), the delivery of possession is specified in the purchase contract, or (d) the person is an unlawful occupant.

Determining Cost of Comparable Replacement Dwelling (49 CFR 24.403(a)). The upper limit of a replacement housing payment shall be based on the cost of a comparable replacement dwelling (49 CFR 24.2(a)(6)). If available, at least three comparable replacement dwellings shall be examined (including internal and external inspection) to ensure that the replacement dwelling is decent, safe, and sanitary as defined at 49 CFR 24.2(a)(8). The upper limit of the replacement housing payment shall be established on the basis of the cost for the comparable replacement dwelling that is most representative of, and equal to, or better than, the displacement dwelling.

- For purposes of establishing the payment limit, comparable replacement dwellings shall, to the extent feasible, be selected within the County.
- A copy of Form HUD-40061, Selection of Most Representative Comparable Replacement Dwelling for Purposes of Computing a Replacement Housing Payment, is included as Appendix 12. The form is optional; however, if the form

is not used, other reasonable documentation will be maintained. NOTE: When selecting the most representative comparable replacement dwelling for a person with disabilities, reasonable accommodation is to be determined on a case-by-case basis.

- The County may limit the amount of replacement housing payment to the amount required to obtain a comparable replacement dwelling only if it gives a timely written notice (referral) of such comparable replacement dwelling. If the County fails to offer a comparable replacement dwelling before the person enters into a lease or purchase agreement for, and occupies, a decent, safe and sanitary replacement dwelling, HUD may require the replacement housing payment be based on the cost of such decent, safe and sanitary replacement dwelling, or take such other corrective action as may be deemed necessary to mitigate (to the extent possible) the adverse consequences of the deficiency.

Inspection of Replacement Dwelling (49 CFR 24.403(b)). Before making a replacement housing payment or releasing a payment from escrow, the County or its designated representative shall make a thorough internal and external inspection of the replacement dwelling to determine whether it is decent, safe and sanitary (as defined at 49 CFR 24.2(a)(8)). A copy of the inspection report should be included with the pertinent claim form in the County's files. (See also Chapter 6, Paragraph 6-2C.1(h).) NOTE: The definition of "decent, safe and sanitary" provides that replacement units will contain the accessibility features needed by displaced persons with disabilities.

If the County determines that a replacement housing payment may have to be denied because the replacement dwelling selected by a displaced person is not decent, safe and sanitary (e.g., does not meet the local code), it will so notify the displaced person, determine if the property can be made decent, safe and sanitary, and/or assist the person to locate another replacement unit.

(1) Amount of payment. An eligible displaced person who rents a replacement dwelling is entitled to a payment not to exceed \$7,200.00 for rental assistance. Such payment shall be 42 times the amount obtained by subtracting the base monthly rental for the displacement dwelling from the lesser of:

- The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
- The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

(2) Base monthly rental for displacement dwelling. The base monthly rental for the displacement dwelling is the lesser of:

- The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the Agency (for an owner-occupant, use the fair market rent for the displacement dwelling. For a tenant who paid little or no rent for the displacement dwelling, use the fair market rent, unless its use would result in a hardship because of the person's income or other circumstances);
- Thirty (30) percent of the displaced person's average monthly gross household income if the amount is classified as "low income" by the U.S. Department of Housing and Urban Development's Annual Survey of Income Limits for the Public Housing and Section 8 Programs 4. The base monthly rental shall be established solely on the criteria in paragraph (b)(2)(i) of this section for persons with income exceeding the survey's "low income" limits, for persons refusing to provide appropriate evidence of income, and for persons who are dependents. A full-time student or

resident of an institution may be assumed to be a dependent, unless the person demonstrates otherwise; or,

Down Payment Assistance. An eligible displaced person who purchases a replacement dwelling is entitled to a down payment assistance payment in the amount the person would receive under paragraph (b) of this section if the person rented a comparable replacement dwelling. At the Agency's discretion, a down-payment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. However, the payment to a displaced homeowner shall not exceed the amount the owner would receive under § 24.401(b) if he or she met the 180-day occupancy requirement. If the Agency elects to provide the maximum payment of \$5,250 as a down-payment, the Agency shall apply this discretion in a uniform and consistent manner, so that eligible displaced persons in like circumstances are treated equally. A displaced person eligible to receive a payment as a 180-day owner-occupant under § 24.401(a) is not eligible for this payment manner of Disbursing Rental Assistance. Relocation assistance payments for residential tenants who are displaced for HUD projects are subject to 42 USC Sec. 3537c and will be disbursed in installments, except that lump sum payments may be made to cover (1) moving expenses, (2) a down payment on the purchase of replacement housing, or incidental expenses related to (1) or (2). Whenever the payment is made in installments, the full amount of the approved payment shall be disbursed in regular installments, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing.

The frequency of these disbursements will be determined by the County in consultation with the tenant. However, there will be no less than three installment payments, except when the rental assistance payment is \$500 or less. Where the rental assistance payment is \$500 or less, it is recommended that payment may be made in two installments with no less than a four-month interval between payments.

Determination to provide replacement housing of last resort. Whenever a program or project cannot proceed on a timely basis because comparable replacement dwellings are not available within the monetary limits for owners or tenants, as specified in § 24.401 or § 24.402, as appropriate, the Agency shall provide additional or alternative assistance under the provisions of this subpart. Any decision to provide last resort housing assistance will be adequately justified either:

On a case-by-case basis, for good cause, which means that appropriate consideration has been given to:

- The availability of comparable replacement housing in the program or project area;
- The resources available to provide comparable replacement housing; and
- The individual circumstances of the displaced person, or

(2) By a determination that:

- There is little, if any, comparable replacement housing available to displaced persons within an entire program or project area; and, therefore, last resort housing assistance is necessary for the area as a whole;
- A program or project cannot be advanced to completion in a timely manner without last resort housing assistance; and
- The method selected for providing last resort housing assistance is cost effective, considering all elements,

which contribute to total program or project costs.

Documentation. Any claim for a relocation payment shall be supported by such documentation as may be reasonably required to support expenses incurred, such as bills, certified prices, appraisals, or other evidence of such expenses. A displaced person will be provided reasonable assistance necessary to complete and file any required claim for payment.

Expeditious payments. The County shall review claims in an expeditious manner. The claimant shall be promptly notified as to any additional documentation that is required to support the claim. Payment for a claim shall be made as soon as feasible following receipt of sufficient documentation to support the claim.

Advanced payments. If a person demonstrates the need for an advanced relocation payment in order to avoid or reduce a hardship, the County shall issue the payment, subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished.

Time for filing.

- All claims for a relocation payment shall be filed with the County no later than 18 months after:
 - For tenants, the date of displacement.
 - For owners, the date of displacement or the date of the final payment for the buyout of the real property, whichever is later.

- The County shall waive this time period for good cause.

Notice of denial of claim. If the County disapproves all or part of a payment claimed or refuses to consider the claim on its merits because of untimely filing or other grounds, it shall promptly notify the claimant in writing of its determination, the basis for its determination, and the procedures for appealing that determination.

Mobile homes. Relocation assistance for owners of mobile homes on rented land will be handled on a case-by-case basis depending on physical and financial feasibility. Two options are available; moving the mobile home to a lot outside of the floodplain or offering a replacement mobile home outside of the floodplain. Tyler County will perform a cost-benefit analysis for each mobile home applicant and select the most financially feasible option. In both relocation options, moving costs and 42 months of lot fees will be paid for by the County. Both options are described below.

Replacement housing payment for 180-day mobile homeowner displaced from a mobile home, and/or from the acquired mobile home site.

Eligibility. An owner-occupant displaced from a mobile home or site is entitled to a replacement housing payment, not to exceed \$31,00.00, under § 24.401 if:

- The person occupied the mobile home on the displacement site for at least 180 days immediately before:

- The initiation of negotiations to acquire the mobile home, if the person owned the mobile home and the mobile home is real property;
 - The initiation of negotiations to acquire the mobile home site if the mobile home is personal property, but the person owns the mobile home site; or
 - The date of the County's written notification to the owner-occupant that the owner is determined to be displaced from the mobile home as described in paragraphs (a)(3)(i) through (iv) of this section.
- The person meets the other basic eligibility requirements at § 24.401(a)(2); and
 - The County acquires the mobile home as real estate, or acquires the mobile home site from the displaced owner, or the mobile home is personal property but the owner is displaced from the mobile home because the County determines that the mobile home:
 - Is not, and cannot economically be made decent, safe, and sanitary;
 - Cannot be relocated without substantial damage or unreasonable cost;
 - Cannot be relocated because there is no available comparable replacement site; or
 - Cannot be relocated because it does not meet mobile home park entrance requirements.
- **Replacement housing payment computation for a 180-day owner that is displaced from a mobile home.** The replacement housing payment for an eligible displaced 180-day owner is computed as described at § 24.401(b) incorporating the following, as applicable:
 - If the County acquires the mobile home as real estate and/or acquires the owned site, the purchase cost used to compute the price differential payment is the actual amount paid to the owner as just compensation for the buyout of the mobile home, and/or site, if owned by the displaced mobile homeowner.
 - If the County does not purchase the mobile home as real estate but the owner is determined to be displaced from the mobile home and eligible for a replacement housing payment based on paragraph (a)(1)(iii) of this section, the eligible price differential payment for the purchase of a comparable replacement mobile home, is the lesser of the displaced mobile homeowner's net cost to purchase a replacement mobile home (*i.e.*, purchase price of the replacement mobile home less trade-in or sale proceeds of the displacement mobile home); or, the cost of the County's selected comparable mobile home less the County's estimate of the salvage or trade-in value for the mobile home from which the person is displaced.

- If a comparable replacement mobile home site is not available, the price differential payment shall be computed based on the reasonable cost of a conventional comparable replacement dwelling.

Rental assistance payment for a 180-day owner-occupant that is displaced from a leased or rented mobile home site. If the displacement mobile home site is leased or rented, a displaced 180-day owner-occupant is entitled to a rental assistance payment computed as described in § 24.402(b). This rental assistance payment may be used to lease a replacement site; may be applied to the purchase price of a replacement site; or may be applied, with any replacement housing payment attributable to the mobile home, to the purchase of a replacement mobile home or conventional decent, safe and sanitary dwelling.

- ***Owner-occupant not displaced from the mobile home.*** If the County determines that a mobile home is personal property and may be relocated to a comparable replacement site, but the owner-occupant elects not to do so, the owner is not entitled to a replacement housing payment for the purchase of a replacement mobile home. However, the owner is eligible for moving costs described at § 24.301 and any replacement housing payment for the purchase or rental of a comparable site as described in this section or § 24.503 as applicable.

In some cases, renters of participating properties may be paying little to no rent, posing a challenge for relocation assistance. In those cases, the County will offer pay for moving costs and offer relocation assistance for the gap between the estimated fair market rent of the displacement unit and the monthly cost of a replacement unit outside of the floodplain.

K. Conflict of Interest

Tyler County certifies it has no conflict of interest with the GLO that would in any way prohibit the County or its staff from implementing recovery activities for the 2017 Hurricane Harvey funding.

The conflict of interest regulations contained in the contract between Tyler County and the GLO prohibit local elected officials, subrecipient employees, contractors, and consultants who exercise functions with respect to CDBG-DR activities or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, from receiving any benefit from the activity either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

NOTE: GLO can consider granting an exception to the conflict of interest provision should it be determined by the GLO that the Tyler County has adequately and publicly addressed all of the concerns generated by the conflict of interest and that an exception would serve to further the purposes of Title I of the Housing and Community Development Act of 1974 and the effective and efficient administration of the program. Tyler County should not enter into a conflict of interest until justification has been received and approved by the GLO in accordance with applicable procurement laws.

L. Audit Requirements

Tyler County will comply with all Audit Requirements, each fiscal year. Vendors and contractors employed by the state

and Tyler County will be required to comply with the executed contract. The County's management information system provides immediate tracking and imaging of all buyout program documentation, including but not limited to:

- Property owner notifications
- Eligibility verification documentation
- Financial funds disbursement
- Documentation to ensure data security and Program oversight to create a clear audit trail of the Program.

All Property owner data will be secured in the County's management information system for a specified period of time.

Recordkeeping, including scanning, uploading to the GLO's management information system, and filing of pertinent program documentation retention policies are to provide both a physical and an electronic record of activities so that documentation is accessible for audit purposes.

Documentation standards allow for program activities to be traced so that any possible audit issues are resolved. Records will be maintained in hard copy and/or electronically. All records will be copied, scanned, and filed for physical and electronic record. In order to protect non-public personal information, data security measures will be in place, such as hardware and software data security protocols and physical security for hard copy files.

E) COMPLAINT/APEAL PROCESS

A. General Policy

Tyler County and the state are responsible for responding to complaints and appeals in a timely and professional manner. Tyler County will keep a record of each complaint or appeal that it receives to include all communications and their resolutions.

When a complaint or appeal is received, a representative will respond to the complainant or appellant within three (3) business days where practicable. For expediency, Tyler County shall utilize telephone communication as the primary method of contact; however, email and postmarked letters will be used, as necessary.

To file a Complaint or Appeal, please contact the office of Tyler County Judge, Jacques L. Blanchette at the Tyler County Courthouse, 100 West Bluff St. Woodville, TX 75979, or by calling 409-283-2141.

B. Responsibilities

Tyler County and the GLO will identify customer service specialists within their program that will be tasked with handling all homeowner inquiries.

Customer service specialists are responsible for (1) determining if complaints and appeals relate to the business or authority of Tyler County or GLO, (2) ensuring that a response to all complaints and appeals are within the

appropriate time frame (a final response must be provided within 15 business days of receipt, although an extension may be granted if additional documents or review are required), and (3) ushering all complaints and appeals through to a resolution where possible.

Tyler County will have an internal procedure for handling incoming complaints, including a complaint escalation process to ensure that complaints are handled at the earliest stage, as Tyler County is the first line of communication for program beneficiaries.

C. Documentation

Tyler County will maintain the following documentation for each complaint or appeal. Each file must include the following:

- Contact information for the complainant;
- Initial complaint;
- Address and GLO assigned project number (if applicable);
- Any communications to and from complainant or appellant;
- Results of the investigation, together with any notes, letters, or other investigative documentation;
- The date the complaint or appeal was closed; and
- Any other action taken.

F) CHANGES, WAIVERS, AND/OR CONFLICTS

Tyler County has the right to change, modify, waive, or revoke all or any part of these guidelines, with the prior written approval of the GLO.

Waivers to the requirements in these Guidelines can only be approved by the GLO and must be provided in writing. The GLO will provide the option for a waiver only after the waiver request has been posted on Tyler County's website for a public comment period of at least 7 days. The waiver request must demonstrate why the housing guidelines are not practicable for the subrecipient.

G) SURVIVOR CASE MANAGEMENT

Tyler County has a dedicated case management team to provide consistent services to program applicants. Impacted residents can contact this team at between 8-5 Monday thru Friday at the following number: 1-888-710-5255 or 512-452-0432.

Applicants are likely to need support throughout the process. Tyler County will work to cultivate partnerships with local and community liaisons such as banks, counseling agencies, legal services, title companies, etc. to support these individuals.

Tyler County case managers will work to assist applicants from inception to close-out of their Program. There will be a

single point of contact for each applicant to ensure that applicants have the immediate contact information to be successful in completing the requirements of their Buyout Program. As applications are being accepted and reviewed for determinations of eligibility to participate in the Program, each applicant will be counseled and made aware of their application status.

If applicable, referrals to local HUD approved Housing Counselors may be made.

Subrecipient:	Tyler County	GLO Contract Number:	20-066-016-C112
Program Type	<input type="checkbox"/> Buyout <input type="checkbox"/> Acquisition		
Homeowner Name:	Veronica Dianne Necessary	Home Address:	2080 CR 1100 Woodville, TX 75979
Demolition Contractor Name (If contractor has been procured):		Demolition Contractor Address (If contractor has been procured):	

ABATEMENT

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Lead Paint Abatement				\$ -	
Asbestos				\$ -	
Hazardous Household Waste				\$ -	
Other				\$ -	
<i>Sub-Total - Abatement</i>					\$ -

DEMOLITION

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Demolition				\$ -	
Demolition				\$ -	
Demolition				\$ -	
Utilities capped/removed				\$ -	
Haul Off and Disposal				\$ -	
Backfilling and Re-grading				\$ -	
Other				\$ -	
<i>Sub-Total - Demolition</i>					\$ -

TOTAL DEMOLITON	
Abatement costs	\$ -
Demolition Costs	\$ -
TOTAL DEMOLITON	\$ -

Printed Name of Subrecipient Representative:		Title:	
Signature of Subrecipient Representative:		Date:	

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Subrecipient:	Tyler County	GLO Contract Number:	20-066-016-C112
Program Type	<input type="checkbox"/> Buyout <input type="checkbox"/> Acquisition		
Homeowner Name:	Jillian Craft	Home Address:	1778 Sample Dr. Woodville, TX 75979
Demolition Contractor Name (If contractor has been procured):		Demolition Contractor Address (If contractor has been procured):	

ABATEMENT

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Lead Paint Abatement				\$ -	
Asbestos				\$ -	
Hazardous Household Waste				\$ -	
Other				\$ -	
<i>Sub-Total - Abatement</i>					\$ -

DEMOLITION

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Demolition				\$ -	
Demolition				\$ -	
Demolition				\$ -	
Utilities capped/removed				\$ -	
Haul Off and Disposal				\$ -	
Backfilling and Re-grading				\$ -	
Other				\$ -	
<i>Sub-Total - Demolition</i>					\$ -

TOTAL DEMOLITON

Abatement costs	\$ -
Demolition Costs	\$ -
TOTAL DEMOLITON	\$ -

Printed Name of Subrecipient Representative:		Title:	
Signature of Subrecipient Representative:		Date:	

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Subrecipient:	Tyler County	GLO Contract Number:	20-066-016-C112
Program Type	<input type="checkbox"/> Buyout <input type="checkbox"/> Acquisition		
Homeowner Name:	Lori Dennis	Home Address:	615 CR 4265 Woodville, TX 75979
Demolition Contractor Name (If contractor has been procured):		Demolition Contractor Address (If contractor has been procured):	

ABATEMENT

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Lead Paint Abatement				\$ -	
Asbestos				\$ -	
Hazardous Household Waste				\$ -	
Other				\$ -	
<i>Sub-Total - Abatement</i>					\$ -

DEMOLITION

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Demolition				\$ -	
Demolition				\$ -	
Demolition				\$ -	
Utilities capped/removed				\$ -	
Haul Off and Disposal				\$ -	
Backfilling and Re-grading				\$ -	
Other				\$ -	
<i>Sub-Total - Demolition</i>					\$ -

TOTAL DEMOLITON

Abatement costs	\$ -
Demolition Costs	\$ -
TOTAL DEMOLITON	\$ -

Printed Name of Subrecipient Representative:		Title:	
Signature of Subrecipient Representative:		Date:	

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Subrecipient:	Tyler County	GLO Contract Number:	20-066-016-C112
Program Type	<input type="checkbox"/> Buyout <input type="checkbox"/> Acquisition		
Homeowner Name:	Cammie Marceaux	Home Address:	420 Elaine Dr. Ivanhoe, TX 75979
Demolition Contractor Name (If contractor has been procured):		Demolition Contractor Address (If contractor has been procured):	

ABATEMENT

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Lead Paint Abatement				\$ -	
Asbestos				\$ -	
Hazardous Household Waste				\$ -	
Other				\$ -	
<i>Sub-Total - Abatement</i>					\$ -

DEMOLITION

Description	Specification Detailed Description	Square Feet, Number of Items, or Linear Feet	Cost per Square Foot or per Item (including Labor)	Cost per Item	Total
Demolition				\$ -	
Demolition				\$ -	
Demolition				\$ -	
Utilities capped/removed				\$ -	
Haul Off and Disposal				\$ -	
Backfilling and Re-grading				\$ -	
Other				\$ -	
<i>Sub-Total - Demolition</i>					\$ -

TOTAL DEMOLITON

Abatement costs	\$ -
Demolition Costs	\$ -
TOTAL DEMOLITON	\$ -

Printed Name of Subrecipient Representative:		Title:	
Signature of Subrecipient Representative:		Date:	

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