

State of Texas

Response and Recovery Guide

May 2020



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Glossary of Acronyms

| | |
|----------|---|
| ACF | Administration for Children and Families |
| ADA | Americans with Disabilities Act |
| APLN | Administrator’s Physical Loss Notification |
| CCP | Crisis Counseling Assistance and Training Program |
| CDBG-DR | Community Development Block Grant-Disaster Recovery |
| CDBG-MIT | Community Development Block Grant-Mitigation |
| CPG | Comprehensive Preparedness Guide |
| DALHR | Direct Assistance for Limited Home Repair |
| DBHS | Disaster Behavioral Health Services |
| DC | District Coordinator |
| DCMP | Disaster Case Management Program |
| DDEOC | Disaster District Emergency Operations Center |
| DHA | Direct Housing Assistance |
| DLS | Disaster Legal Services |
| DRRA | Disaster Recovery Reform Act |
| DSNAP | Disaster Supplemental Nutrition Assistance Program |
| DSO | Disaster Summary Outline |
| DUA | Disaster Unemployment Assistance |
| EMAC | Emergency Management Assistance Compact |
| EMC | Emergency Management Coordinator |
| EMD | Emergency Management Director |
| EOC | Emergency Operations Center |
| ESP | Emergency Services Program |
| EWPP | Emergency Watershed Protection Program |
| FAE | Force Account Equipment |
| FEMA | Federal Emergency Management Agency |
| FHA | Federal Housing Administration |
| FHWA | Federal Highway Administration |
| FMA | Flood Mitigation Assistance |
| FMAG | Fire Management Assistance Grant |
| FSA | Farm Service Agency |
| FY | Fiscal Year |
| GLO | General Land Office |
| GPS | Global Positioning System |
| HHS | Health and Human Services |
| HHSC | Texas Health and Human Services Commission |
| HMA | Hazard Mitigation Assistance |
| HMGP | Hazard Mitigation Grant Program |
| HUD | United States Department of Housing and Urban Development |
| IA | Individual Assistance (FEMA) |
| ICC | Increased Cost of Compliance |

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| IDCM | Immediate Disaster Case Management |
| IHP | Individuals and Households Program |
| IRS | Internal Revenue Service |
| IT | Information Technology |
| JFO | Joint Field Office |
| JIS | Joint Information System |
| JIC | Joint Information Center |
| MHU | Manufactured Housing Unit |
| MLRP | Multi-Family Lease and Repair Program |
| MREIDL | Military Reservists Economic Injury Disaster Loan |
| NIMS | National Incident Management System |
| NRCS | Natural Resources Conservation Service |
| NRF | National Response Framework |
| OFA | Other Federal Agencies |
| ONA | Other Needs Assessment |
| PA | Public Assistance (FEMA) |
| PAPPG | Public Assistance Program and Policy Guide |
| PDA | Preliminary Damage Assessment |
| PDAT | Procurement Disaster Assistance Team |
| PDM | Pre-Disaster Mitigation |
| PHC | Permanent Housing Construction |
| PIN | Personal Identification Number |
| PNP | Private Non-Profit Organization |
| RRF | Resource Request Form |
| RRG | Response and Recovery Guide |
| RV | Recreational Vehicle |
| SAMSHA | Substance Abuse and Mental Health Services Health Administration |
| SBA | Small Business Administration |
| SFHA | Special Flood Hazard Area |
| SITREP | Situation Report |
| SNAP | Supplemental Nutrition Assistance Program |
| SOC | State Operations Center |
| SPR | Stakeholder Preparedness Review |
| STAR | State of Texas Assistance Request |
| TAHPS | Texas All-Hazards Planning System |
| TDA | Texas Department of Agriculture |
| TDEM | Texas Division of Emergency Management |
| TEA | Texas Education Agency |
| TEMC | Texas Emergency Management Council |
| THIRA | Threat and Hazard Identification and Risk Assessment |
| TSA | Transitional Sheltering Assistance |
| TTHU | Transportable Temporary Housing Units |

| | |
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| TXVOAD | Texas Volunteer Organizations Active in Disaster |
| USACE | United States Army Corps of Engineers |
| USDA | United States Department of Agriculture |
| VAL | Voluntary Agency Liaison |
| VOAD | Volunteer Organizations Active in Disaster |
| VRC | Volunteer Reception Center |
| WEBEOC | Web Emergency Operations Center |

Overview

Purpose

The purpose of this guide is to provide state and local governments with a reference guide of procedures for effectively responding to and recovering from an emergency or disaster. A disaster is defined in [Tex. Gov. Code § 418.044](#) as:

"Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or human-caused incident, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, extreme heat, cybersecurity event, other public calamity requiring emergency action, or energy emergency.

The state coordinates and implements an all-hazards approach in its efforts of prevention, mitigation, preparedness, response, and recovery. The basic details to provide initial government response and recovery efforts for all potential disasters are incorporated within this guide.

Chapter 1: Identifying Local and State Responsibilities

Initial response to emergencies and disasters is the responsibility of the appropriate local jurisdiction. If an incident expands beyond the local jurisdiction's management capabilities, local mutual aid agreements with neighboring jurisdictions are activated. These local mutual aid agreements may allow locals to manage without state assistance. When the size and complexity of an incident exceeds or overwhelms local capabilities, mutual aid may be utilized to request assistance from other political subdivisions or state agencies within the state of Texas. The assistance provided may be through local mutual aid agreements or the Texas Statewide Mutual Aid System.

Local Government Responsibilities

The responsibilities for local jurisdictions include establishing a program for emergency and disaster mitigation, preparedness, response, and recovery that provides capabilities and resources, allowing the community to respond to and recover from most incidents without requesting outside assistance.

Responsibilities of Mayors and County Judges

According to [Tex. Gov. Code § 418](#), the mayor of each municipality and the county judge of each county are designated by Texas law as the emergency management director (EMD) for their respective jurisdictions. The EMD may designate an emergency management coordinator (EMC) to administer the emergency management program. An inter-jurisdictional organization should appoint an EMC by mutual agreement of the mayor(s) and judge(s) concerned. Mayors and judges are also responsible for:

- Providing guidance and direction for the emergency management program.
- Taking actions to equip and train local emergency responders and officials and provide appropriate emergency facilities.
- Declaring a local state of disaster when appropriate. After such declaration, they may issue orders or proclamations invoking specific emergency powers of those granted the governor in the Texas Disaster Act on a proper local scale to respond to and recover from the disaster.
- Directing the local response to emergency situations using local resources, resources from other jurisdictions covered by mutual aid agreements and/or the Statewide Mutual Aid System, and any other on-call emergency resources that the local government may have contracted.
- Requesting external assistance if local resources are inadequate or inappropriate to deal with the emergency situation. Coordination for requesting assistance during an emergency is depicted in [Attachment A](#)
- Informing the public and the local disaster district emergency operations center (DDEOC) of the situation.
- Overseeing recovery programs and related hazard mitigation programs after a disaster.
- Providing policy guidance and direction to facilitate effective and appropriate levels of response in conjunction with other elected and appointed officials.

Responsibilities of the Emergency Management Coordinator

The responsibilities of the EMC are generally determined by the mayor or judge who appointed him/her, and typically include the following:

- Serves as the staff advisor to the mayor or county judge on emergency matters and advises the local governing body on the city or county's preparedness status.
- Implements emergency management guidance and policies established by the mayor or judge.
- Coordinates local emergency planning, training, and exercise activities and oversees maintenance of the local emergency management plan.
- Coordinates operational response to local emergencies and disasters utilizing the standard National Incident Management System (NIMS).
- Assists in the coordination of information to the public utilizing the Joint Information System (JIS) as well as the use of a Joint Information Center (JIC).
- Oversees readiness of the local emergency operations center (EOC) and warning system; manages the EOC when in operation.
- Maintains liaison with local emergency service providers, school districts, organized emergency volunteer groups such as the Salvation Army and the American Red Cross, industry, and other organizations or agencies that may be involved in disaster preparedness, response, and recovery.



The TDEM-147 Form is used by TDEM to identify responsible key emergency leaders at the local level. The form provides data fields to capture jurisdictional information, leader titles, contact information and duty appointments as well as identifying the frequency of required information to be submitted to the Texas Division of Emergency Management (TDEM). Refer to [Attachment C](#) for a TDEM-147 form.

State Government Responsibilities

The Governor

According to [Texas Gov. Code § 418.011](#), the governor is responsible for meeting the following:

- (1) Dangers to the state and people presented by disasters; and
- (2) Disruptions to the state and people caused by energy emergencies.

The governor may declare a state of disaster and exercise emergency powers, as mentioned in the Texas Disaster Act. If state resources are inadequate to resolve an incident, the governor may request assistance from other states according to interstate compacts. The governor may also request specific assistance from the federal government or request that the president issue federal emergency or disaster declarations that activate various federal assistance programs.

The Texas Emergency Management Council

Under the provisions of the Texas Disaster Act, the governor has established the Texas Emergency Management Council (TEMC), is composed of 36 state agencies, and University Systems as well as three nongovernmental agencies, the American Red Cross (ARC), The Salvation Army (TSA), and Texas Voluntary Active in Disasters (TXVOAD) to advise and assist in all matters relating to disaster preparedness, response, and recovery. During major emergencies and disasters, all or a portion of the TEMC convenes at the state operation center (SOC) to coordinate the use of state resources to respond to the emergency situations and respond to local requests for emergency assistance that cannot be resolved at the disaster district level.

The Texas Division of Emergency Management

The Texas Division of Emergency Management (TDEM) operates the State Operations Center (SOC), monitors incidents throughout the state on a continuous basis, coordinates and supports response activities of the Texas Emergency Management Council (TEMC) during major emergencies and disasters, and provides situation reports to senior state officials and the TEMC. TDEM administers post-disaster recovery and mitigation programs in accordance with the Stafford Act. TDEM also assists the governor with other matters relating to emergency management.

TDEM maintains the state emergency management plan, promulgates state standards and requirements for local and inter-jurisdictional emergency management plans. Local plans are maintained and reviewed on the Texas All Hazards Planning System (TAHPS) database.

State of Texas Assistance Requests

State of Texas Assistance Requests (STAR) connects local jurisdictions to personnel working in the state operations center (SOC). During SOC activations, requests from local jurisdictions are identified, routed, authorized and fulfilled through the WebEOC STAR process. Requests from local jurisdictions for state disaster response assistance should be submitted through the proper channels. The request is first routed to the DDEOC chairperson. If the request cannot be met by the DDEOC, the STAR will be routed to the SOC for action.

Texas Division of Emergency Management (TDEM) and Texas Emergency Management Council (TEMC) members have the following responsibilities:

- TDEM works with TEMC representatives to identify resources to meet requests.
- TDEM coordinates getting those resources to the DDEOC or local government.
- TDEM coordinates with private sector partners to fill resource requests as needed.
- If required, SOC personnel seek approval from the governor's office for certain requests.
- TEMC members identify suitable response assets to meet the needs of the incident.

See STAR process video at: <https://vimeo.com/336201789>.

State Operations Center Activation

The state operations center (SOC) is always operational (24/7). SOC readiness levels, outlined below, apply depending on the level of perceived threat and/or incident severity or complexity. The SOC may fulfill STARs and publish situation reports (SITREPs) at all activation levels.

| Readiness Level | SOC Actions Taken |
|--|--|
| <p>IV: Normal Conditions</p> | <ul style="list-style-type: none"> ▪ No significant emergency or disaster is present. ▪ Daily Operations runs the SOC, maintaining equipment and facilities. ▪ Preparedness activities may be conducted. ▪ Warning and communication systems are tested. ▪ Natural, technological and homeland security threats are monitored. ▪ Local responders resolve routine emergency incidents. |
| <p>III: Increased Readiness Conditions</p> | <ul style="list-style-type: none"> ▪ A significant emergency has not yet occurred, but readiness is raised due to increased vulnerability to a specific hazard or an emergency has occurred, but the readiness level only escalates to level III. ▪ Daily Operations notifies the SOC Manager. ▪ Key staff and personnel are alerted. Staffing may increase at emergency facilities to provide additional situation monitoring. ▪ Equipment is checked for availability. ▪ Contingency plans are evaluated and updated as needed. ▪ Advisory notices are sent to the Texas Emergency Management Council (TEMC), and appropriate officials are briefed on anticipated risks and potential impacts. ▪ Emergency public information activities commence. ▪ Local responders resolve routine emergency incidents. ▪ The SOC begins to staff with representatives from appropriate agencies and organizations. |
| <p>II: Escalated Response Conditions</p> | <ul style="list-style-type: none"> ▪ The emergency has expanded beyond the capabilities of local responders. ▪ Normal state and local government operations may be impaired. ▪ Emergency facilities increase staffing, expand hours of operation and intensify coordination. ▪ Response elements may be activated and deployed. ▪ Mutual aid resources may be requested. ▪ Government officials and agency representatives are briefed on the current situation and anticipated impacts. ▪ Emergency public information activities are expanded. |

Emergency Conditions

- I:**
- The scope of the incident has expanded beyond the response capability of local agencies.
 - As local jurisdictions request resources, the SOC coordinates assistance and may seek intrastate mutual aid and/or federal aid as needed.
-

Chapter 2: Pre-Planning

A plan is a living document developed prior to an incident to ensure the coordination of efficient and effective measures are taken when an incident occurs. Plans need to be revised and reviewed often because threats and roles and responsibilities change.

Threat and Hazard Identification Risk Assessments

The Threat and Hazard Identification and Risk Assessment (THIRA) is a three-step risk assessment process that helps communities answer the following questions:

- ✓ What threats and hazards can affect the community?
- ✓ If they occurred, what impacts would those threats and hazards have on the community?
- ✓ Based on those impacts, what capabilities should the community have?

The THIRA helps communities understand their risks and determine the level of capability they need in order to address those risks. The outputs from this process lay the foundation for determining a community's capability gaps.

The [Comprehensive Preparedness Guide \(CPG\) 201, Third Edition](#) provides guidance for conducting a THIRA and stakeholder preparedness review (SPR), formerly state preparedness report.

Local Emergency Management Planning Guide (DEM-10) Information

TDEM provides local jurisdictions with a Local Emergency Management Planning Guide known as the DEM-10. This guide provides information on jurisdictional responsibilities, planning concepts, and the planning process and procedures. The DEM-10 is intended for the local jurisdictions responsible for developing, maintaining and submitting local emergency management plans. Refer to the [Texas Division of Emergency Management](#) (TDEM) website to locate the DEM-10.



Important planning questions.

- ✓ Is there an emergency operations plan in place?
- ✓ Are specific roles and stakeholders named in the plan, so that everyone knows their role?
- ✓ Is there a designated point of contact for the emergency preparedness and response program?
- ✓ Is the plan regularly reviewed and approved by all roles involved in the response and any other necessary stakeholders?
- ✓ Is the plan reviewed at least annually?
- ✓ Does the plan have sections for mitigation, response and recovery?

Definition of Facility: a place, amenity, or location provided for a particular purpose (i.e. critical infrastructure, damage assessment, etc.).

- ✓ Have specific risks been identified for the facility, alongside the likelihood and impact of each risk?
- ✓ Have specific risks to facilities been identified along with the likelihood and impact of each risk?
- ✓ Does the plan suggest specific actions to take in order to prevent each likely risk?
- ✓ Are local, state and federal emergency agencies aware of the unique risks of the facility before responding to an emergency?
- ✓ Is there a budget for emergency planning, purchasing the right equipment and completing repairs?

Preparedness Standards for Emergency Management in Texas (DEM-100) Information

The state has adopted planning standards designed to ensure common emergency functions are adequately addressed in local emergency plans. It promotes a common understanding of the fundamentals of planning and decision-making to help planners examine a hazard or threat, and produce integrated, coordinated, and synchronized plans. The standards should help state agencies, and local and regional governments in their efforts to develop and maintain viable, all-hazard emergency plans. Refer to the [Texas Division of Emergency Management \(TDEM\)](#) website to locate the DEM-100.

Training and Exercise

Personnel assigned to emergency management roles are encouraged to receive training. Training improves preparedness by enhancing emergency management knowledge, skills and professionalism.

In addition, plans need to be exercised to ensure validity, currency and appropriateness. Provide jurisdictions with the opportunity to improve their capabilities to mitigate, prepare, respond to and recover from incidents.

The following courses are recommended:

IS-100.c Introduction to the Incident Command System (ICS)

This course describes the history, features and principles, and organizational structure of the Incident Command System. It also explains the relationship between ICS and the National Incident Management System (NIMS).

IS-200.c Basic Incident Command System for Initial Response

This course reviews the Incident Command System (ICS), provides the context for ICS within initial response, and supports higher level ICS training.

G-200 Texas Public Officials Workshop

This course is designed to introduce county judges and commissioners, mayors and city council members, and other elected and appointed officials to emergency management in Texas. This course addresses the legal authorities for emergency

management in Texas, the local, state, and federal organization for emergency management, the local emergency management functions, the local responsibilities during the four phases of emergency management – mitigation, preparedness, response, and recovery, and the emergency management program activities, such as planning, training, and exercising.

G-300 Intermediate Incident Command System for Expanding Incidents

This course provides training on use of multiple resources for personnel who require application of the Incident Command System (ICS) during expanding incidents. This course expands upon information covered in the ICS-100 and ICS-200 courses.

G-400 Advanced Incident Command System, Command and General Staff

This day and a half course provides training and resources for personnel who require advanced application of the Incident Command System (ICS). The course expands upon information covered in the ICS-100 through ICS-300 courses.

IS-700.b An Introduction to the National Incident Management System

This course provides an overview of the National Incident Management System (NIMS). The National Incident Management System defines the comprehensive approach guiding the whole community - all levels of government, nongovernmental organizations (NGO), and the private sector - to work together seamlessly to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. The course provides learners with a basic understanding of NIMS concepts, principles, and components.

IS- 800.c National Response Framework, an Introduction

This course introduces participants to the concepts and principles of the National Response Framework. The goal of this course is to familiarize participants with the National Response Framework and the ways it is applied in actual response situations

Contact State Training Office at preparingtexas@tdem.texas.gov.

Refer to [Attachment D](#) for more training opportunities.

Refer to [Texas Division of Emergency Management \(TDEM\)](#) for information about training.

Texas All Hazards Planning System

The Texas All Hazards Planning System (TAHPS) is a virtual planning platform that allows a local jurisdiction to easily access plans anytime and anywhere on multiple devices. To communicate during the planning process, the system allows the local emergency manager to grant access to all stakeholders, first responders, and the whole community within their jurisdiction and across multiple jurisdictions.

TAHPS gives the local emergency management coordinator (EMC) the ability to launch a tailored, detailed plan when an incident occurs. Local annexes, emergency

support functions (ESFs), and any other supporting plan documents can be located in the jurisdiction's room.

For more information contact your regional planner at t-dem.plans@t-dem.texas.gov.

Mutual Aid

Local jurisdictions are strongly encouraged to enter into mutual aid agreements to provide assistance to one another during a disaster or emergency.

- ✓ These agreements should stipulate reciprocal services and set labor and equipment rates.
- ✓ The agreement should be consistent with past practices for mutual aid between the entities.
- ✓ Prior to funding, the requesting entity must document the verbal agreement in writing, have it executed by an official of each entity with the authority to request and provide assistance, and submit to Federal Emergency Management Agency (FEMA), preferably within 30 days of the applicant's briefing, per [FEMA Public Assistance Program and Policy Guide \(PAPPG\)](#).

Additional requirements for FEMA eligibility include:

- The assistance should be directly related to the disaster and meet other FEMA eligibility requirements.
 - The mutual aid agreement should not be contingent upon federal funding or a federal major disaster declaration.
 - The eligible applicant receiving aid must request the grant from FEMA. The entity providing aid may not apply for a grant directly.



The applicant must be able to provide documentation that states:

- Aid was requested.
- Aid was received.
- Costs were incurred by the entity providing aid.
- Costs were paid by jurisdiction receiving aid (proof of payment).

Contracts

There are [four types of contracts](#) that may be entered into with private contractors for which FEMA will provide reimbursement under the Public Assistance (PA) program. Contracts may also be used for debris management.

These contracts are:

- Time and material
- Unit price
- Lump sum
- Cost-plus fixed fee contracts



The following contracts should be avoided:

- Cost plus percentage of costs contracts.
- Contracts with debarred contractors.
- Sole-source contracts.
- Pre-disaster/stand-by contracts with price proposals that increase when awarded post-disaster.
- Piggyback contracts.

| Contract Types | |
|----------------------------|--|
| Time and Material | <ul style="list-style-type: none"> ▪ Contractors are paid based on the time spent and resources used for debris management tasks. FEMA requires these contracts be limited to the first 70 work hours after a disaster. ▪ Supporting documentation must be provided to validate exceeding the 70-hour timeline. ▪ Costs associated with this contract type may be reimbursed if all of the following criteria is met: <ul style="list-style-type: none"> - No other contract was suitable. - Contract has a ceiling price that the contractor exceeds at its own risk. - The applicant provides a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. |
| Unit Price | <ul style="list-style-type: none"> ▪ Based on weight (tons) or volume (cubic yards) of debris hauled. ▪ Used when the scope of the work is large and the exact measurement of work is difficult to define. ▪ Monitoring and documenting debris collection, transportation and disposal is required to ensure the information is accurate for reimbursement purposes. ▪ Factors that influence the unit price include debris types, removal method, distance and routes used for hauling, permitting requirements, worksite limitations and restoration requirements. |
| Lump Sum | <ul style="list-style-type: none"> ▪ Establishes a total contract price using a one item bid from a contractor. ▪ Should only be used when the scope of work is clearly defined and areas of work can be specifically quantified. ▪ Can be defined by the area method, meaning the scope of work is based on a one-time clearance of a specific area; or by the pass method, meaning the scope of work is based on a specific number of passes through a specified area (Example given distance along a right-of-way). |
| Cost Plus Fixed Fee | <ul style="list-style-type: none"> ▪ Either a lump sum contract or unit price contract with an added fixed contractor fee. |

Refer to the [FEMA Public Assistance Contracting Requirements Checklist](#) for more information.

Refer to the [Procurement Protocols: The Exigent and Emergency Conditions Exception](#) video for more information.

Procurement Disaster Assistance Team

The Procurement Disaster Assistance Team (PDAT) provides training and technical assistance on the procurement under grant rules. It is necessary to follow applicable procurement rules to avoid putting Federal Emergency Management Agency (FEMA) grant funds at risk.

Refer to the [Public Assistance Applicant Procurement Compliance Checklist](#) for more information.



Hazard Mitigation

The TDEM Hazard Mitigation Program is focused on reducing the state's overall risk from natural hazards. The impacts from these hazards are most acute within the various local jurisdictions within the state. The efforts to reduce these risks require a strong partnership between sub-applicants, TDEM and FEMA.

The state's success at implementing the State Hazard Mitigation Plan and reducing the long-term risk from natural hazards in Texas depends on the sub-applicants. The primary focus of the TDEM mitigation staff is to help sub-applicants with the development and implementation of

feasible and cost-effective mitigation projects.

Local mitigation plans in conjunction with the State of Texas Hazard Mitigation Plan provide the foundation for validating the need for mitigation activities. The mitigation plans generally assist jurisdictions during recovery in the following ways:

- Retain a current FEMA approved hazard mitigation plan for a jurisdiction eligible to receive FEMA hazard mitigation grant funds for eligible projects.
- Coordinate risk and vulnerability analysis will help jurisdictions identify the sections of their community that are most at risk in order to pre-plan for community outreach and damage assessment activities.
- Identify mitigation actions that need to be taken so grant applications can be developed for the Hazard Mitigation Grant Program and other mitigation grant programs.

- Identify mitigation actions opportunities to include FEMA PA projects mentioned in Section 406 Mitigation.

Section 404 – Hazard Mitigation Grant Program (HMGP)

Section 404 mitigation funding is used to provide protection to undamaged parts of a facility or to prevent or reduce damages caused by future disasters. The entire state, including those outside of a presidentially declared disaster area, may qualify for Section 404 mitigation projects.

Section 404 Mitigation (HMGP):

- ✓ Implemented under FEMA HMGP
- ✓ Must be cost effective
- ✓ Funding cap limited to available HMGP funds.
- ✓ Additional limits for project types (5% maximum of available HMGP funds for initiative projects and 7% maximum of available HMGP funds for planning projects.)
- ✓ Not restricted by an incident (TDEM does give priority for HMGP consideration to impacted jurisdictions)
- ✓ Competitive
- ✓ Not restricted to damaged facilities (damaged elements of facilities requiring mitigation should be addressed through 406 mitigation)
- ✓ May work in cooperation with section 406 mitigation to address mitigation needs of undamaged elements of a facility
- ✓ The state receives a percentage of the total federal share of the declared disaster damage amount (20%), which it uses to fund projects anywhere in the state, regardless of where the declared disaster occurred or the disaster type.

Section 406 – Public Assistance (PA) Mitigation

Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, **42 U.S.C. 5172**, and **Title 44 Code of Federal Regulations §206.226** provides FEMA with the authority to fund cost-effective mitigation measures under the public assistance (PA) program for:

- Repairs
- Restoration
- Replacement of eligible damaged facilities

This grant funding is commonly referred to as "406 Mitigation" or PA Mitigation. Section 406 Mitigation work must be:

- Cost effective
- Applied on the parts of the facility that were damaged by the disaster
- Reduce future damages to the facility

Only FEMA has the discretion to determine eligibility and approve proposed section 406 hazard mitigation projects prior to funding.

The following is a Section 406 guide to determine cost effectiveness:

- ✓ Mitigation measures may amount up to 15% of the total eligible cost of the eligible repair work on a particular project.
- ✓ The mitigation measure does not exceed 100% of the eligible cost of the eligible repair work on the project.
- ✓ For measures that exceed the above costs, must demonstrate through an acceptable benefit/cost analysis methodology that the measure is cost effective.
- ✓ Duplication of hazard mitigation funding is not allowed. Section 406 funding cannot be used to meet the non-federal cost share of the other grant. Section 406 mitigation measures approved for the repair of a facility may not be applied towards an alternate project.

Section 406 Mitigation is disaster specific and only applies to disaster applicants for PA

Mitigation projects funded by Hazard Mitigation Assistance (HMA) must be both feasible and effective at mitigating the risks of the hazard(s) for which the project was designed. A project’s feasibility is demonstrated through conformance with accepted engineering practices, established codes, standards, modeling techniques, or best practices.

404 vs. 406 Hazard Mitigation Funding

In some instances, a combination of Sections 404 and 406 funding may be appropriate. The table below outlines the difference between the 404 and 406.

| Section 404 | Section 406 |
|--|-----------------------------------|
| Administered by State | Implemented under FEMA PA program |
| Applied Statewide | Site-specific |
| Cost effective funding | Cost-effective funding |
| Capped at a percentage | Not capped |
| Can be used throughout the state on damaged & non-damaged facilities | Event/incident specific |
| Non-damaged facility | Damaged element of facility only |
| Competitive | Non-competitive |

Community Development Block Grant-Mitigation

The U.S. Department of Housing and Urban Development (HUD) released mandatory rules for the use of more than \$4.3 billion in Community Development

Block Grant Mitigation funds (CDBG-MIT). The Texas General Land Office is the state agency responsible for the administration of this program.

Refer to Texas General Land Office webpage at [CDBG-MIT](#) for more information.

Mitigation Plan Requirements

FEMA requires local, tribal and state governments to develop and adopt hazard mitigation plans in order to receive specific types of non-emergency disaster assistance, including funding for mitigation projects. To maintain eligibility, jurisdictions must update their hazard mitigation plans and resubmit them to FEMA every five years for approval. The FEMA requirements for local mitigation plans are provided in [44CFR §201.6](#)

Under specific mitigation grant programs, FEMA offers planning grants that support local, tribal and state governments in developing and updating their mitigation plans. The following page includes a table that is used to summarize how FEMA's mitigation plan requirement applies to local, tribal and state governments.

| Mitigation Plan Requirement for State, Tribal, and Local Governments Applying for Certain FEMA Grants | | | |
|--|--|---------------------------------------|-----------------------------------|
| Enabling Legislation | FEMA Assistance Program | Is a Mitigation Plan Required? | |
| | | State/Tribal Application | Tribal/Local Sub applicant |
| Stafford Act | Individual Assistance (IA) | No | No |
| | Public Assistance (PA) Categories A and B (e.g., debris removal, emergency protective measures) | No | No |
| | Public Assistance (PA) Categories C through G (e.g., repairs to damaged infrastructure, publicly owned buildings) | Yes | No |
| | Fire Mitigation Assistance Grants (FMAG) | Yes | No |
| | Hazard Mitigation Grant Program (HMGP) Planning Grant | Yes ⁺ | No |
| | Hazard Mitigation Grant Program (HMGP) Project Grant | Yes ⁺ | Yes ⁺⁺ |
| | Pre-Disaster Mitigation (PDM) Planning Grant | No | No |
| | Pre-Disaster Mitigation (PDM) Project Grant | Yes [*] | Yes ^{**} |
| National Flood Insurance Act | Flood Mitigation Assistance (FMA) Planning Grant | Yes [*] | No |
| | Flood Mitigation Assistance (FMA) Project Grant | Yes [*] | Yes ^{**} |
| Mitigation Plan Requirement for State, Tribal, and Local Governments Applying for Certain FEMA Grants | | | |
| Notes | <p>+At the time of the Presidential major disaster declaration and at the time of obligation of HMGP grant funds.</p> <p>++At the time of obligation of HMGP grant funds for mitigation projects.</p> <p>*By the application deadline and at the time of obligation of the PDM or FMA award.</p> <p>**By the application deadline and at the time of obligation of PDM or FMA grant funds for mitigation projects.</p> | | |

Chapter 3: Identifying Local, State, and Federal Response

Local government responds with all available resources to save lives, preserve health, protect public infrastructure and prevent damage to property. This includes any resources available through local or mutual aid agreements. Resources are identified as equipment, personnel, and funding necessary to respond. When depletion of resources becomes imminent, a request for assistance is forwarded to the state.

Local Response

Local response is initiated by either the jurisdiction's elected official or appointed emergency management coordinator to deploy resources in order to protect the lives of its residents, stabilization of the incident and the preservation of property from the effects of a hazardous events. This includes deployment of governmental resources and contracts, coordination of Volunteer Organizations Active in Disasters, and engagement of private sector partners. In circumstances where the jurisdiction exceeds available local resources Memorandums of Understanding may be enacted with surrounding jurisdictions to achieve its goals. In an event where resource needs exceed those of the local jurisdiction, a request for state and/or federal assistance may be submitted through the state operations center (SOC).

State Response

The Texas Division of Emergency Management (TDEM) Chief has the statutory authority to act on behalf of the governor under [Tex. Gov. Code § 418](#) to assist local jurisdictions in times of need. TDEM offers different forms of assistance including, but not limited to, providing information and technical assistance, and coordinating and mobilizing resources (local to local, state agency to local, etc.)

Resource support for emergency operations begins at the local level and may expand up to the federal government. Government entities may work together and with private and voluntary sectors to coordinate resource requests during disaster response. Resource requests are prioritized based on preservation of life and property, safety of responders, and incident stabilization.

Refer to [Attachment E](#) for the district map of the state.

Refer to [Attachment F](#) for the regional map of the state.

Emergency Management Assistance Compact

Texas is a member of the Emergency Management Assistance Compact (EMAC), a congressionally ratified organization. EMAC is codified in state law that outlines procedures for rendering disaster assistance between states. After a governor's disaster declaration, the state can request and receive reimbursable assistance through EMAC from other member states. The compact includes procedures for requesting and responding to assistance. Refer to the [Texas Health and Safety Code 778](#). for more information.

Federal Response

Once the state determines that the situation is beyond its capability to save lives and protect property, it is appropriate to request assistance from the federal government.

The following must occur to request federal assistance:

- ✓ A disaster or emergency declaration issued by the governor.
- ✓ An expectation of the exhaustion of resources, including mutual aid.

The state may try to obtain needed resources through the federal government using the Federal Emergency Management Agency (FEMA) Resource Request Form (RRF). TDEM coordinates with the TEMC and other state agencies to prepare the RRF. The federal government may provide assistance if the state meets the threshold for reimbursement and a presidential disaster declaration is issued. More information on federal declarations and minimum thresholds for reimbursement can be found in the [Basic Plan](#).

Chapter 4: Identifying the Declaration Process

A declaration allows jurisdictions to receive additional assistance after an incident when the response and recovery measures exceed the state and local governments' capabilities.

Declaring a local state of disaster and submitting to the State Operations Center (SOC)

- The chief elected official of the jurisdiction must declare a local state of disaster before requesting disaster recovery assistance.
- The presiding officer of the governing body of a political subdivision may declare a local state of disaster.
- A disaster declaration lasts for no more than seven days unless continued or renewed by city council or a joint board, as applicable under [Tex. Gov Code. §418.108\(b\)](#).
- A local state of disaster can be declared if a disaster has occurred or is imminent.
- A local disaster declaration must be given general publicity and promptly filed with the city secretary or county clerk.
- Submit declarations via email: soc@tdem.texas.gov or fax: (512) 424-7160 as soon as possible. It is vital that this be done as early in the course of the emergency as possible.

Preparing and submitting a Disaster Summary Outline (DSO) to the SOC

- As soon as possible, all jurisdictional departments are encouraged to begin gathering initial damage estimates. These figures need not be exact but are necessary to complete the DSO as a basis for obtaining a presidential disaster declaration.
- DSOs should be submitted online at: <https://olympus.soc.texas.gov/Services/DSO/> An incident specific DSO pin number is needed. Please ask the local DC for the pin. If online DSO submission is not possible, submit via email: soc@tdem.texas.gov or fax at (512) 424-7160.
- DSOs may be re-submitted as costs change or are better estimated.

When in doubt, please submit a DSO. This helps the SOC understand the true scope of a disaster across multiple jurisdictions.

Preliminary Damage Assessments (PDAs)

A team of local, state and federal personnel conducts the joint Preliminary Damage Assessment (PDA). Joint state/Federal Emergency Management Agency (FEMA) PDAs help to determine if a disaster is of the severity to exceed established thresholds for a major disaster declaration. The joint PDA is a specific process used to gather supporting information for the governor's request for a presidential disaster declaration. The joint PDA is conducted after the state determines that the response to the disaster exceeds the local and state's ability to respond to the needs of local governments and a state of emergency or disaster has been declared

by the governor.

The joint PDA may take several days to establish the official estimates of damage to homes, businesses and infrastructure, plus the dollar values of losses. The joint PDA includes the overall economic impact, demographic information, and comparison of insured versus uninsured losses and the commitment level of local and state resources.

In less severe incidents, the joint PDA process is necessary for FEMA officials to validate the request for a presidential disaster declaration. However, catastrophic disasters may result in an expedited declaration that allows the president to initially bypass the joint PDA process. More often than not, a PDA is required. When this occurs, necessary assistance and resources can support the affected area quickly. The joint PDA is completed later to document the scope of the disaster and determine additional resources needs.

A presidential disaster declaration requires damages to meet federally established indicators and guidelines. The joint PDA process continues after the damage indicator is reached and the governor sends the declaration request to the FEMA Regional Administrator. Additional jurisdictions may be added to the declaration at a later date but the initial goal is to get the declaration requested as quickly as possible.



Please note that there are two different PDA processes - one for Public Assistance (PA) and one for Individual Assistance (IA) - both managed separately.

During the PDA of damages to residential structures, the state and FEMA will be categorizing damages into four impact categories.

Affected Damage

Affected damage is when the home does not have damages affecting habitability and has cosmetic damages only. The following may constitute as affected damage:

- Dwelling's frame is not bent, twisted or compromised.
- No structural components of the dwelling have damage (i.e., windows, doors, wall coverings, roof, bottom board insulation, duct work, and/or utility hookup).

Minor Damage

Minor damage is when the home is damaged and uninhabitable but may be habitable in the short-term once the home is repaired. The following may constitute as minor damage:

- Nonstructural damage to roof components
- Nonstructural damage to the interior and exterior wall components; or substantial loss of exterior covering
- Multiple small vertical cracks in the foundation
- Damage to or submersion of mechanical components
- Water line less than 18 inches in an essential living space, a water line above the electrical outlets, or a water line on the first floor when the basement is

completely full.

Major Damage

Major damage is when the home has sustained structural or significant damages and is uninhabitable and requires extensive repairs. The following may constitute as major damage:

- Failure or partial failure to structural elements of the roof to include rafters, ceiling joists, ridge boards, etc.
- Failure or partial failure to structural elements of the walls to include framing, sheathing, etc.
- Failure or partial failure to foundation to include crumbling, bulging, collapsing, horizontal cracks of more than two inches, and shifting of the residence on the foundation of more than six inches.
- Residencies with a water line 18 inches above the floor in an consider essential damage.

Destroyed

Destroyed is when there is a total loss or damage to such an extent that repairs are not economically feasible. The following may constitute the status of destroyed:

- Complete failure of two or more major structural components (e.g. collapse of basement walls, foundation, load-bearing walls, or roof)
- Only the foundation remains
- A residence that is in imminent threat of collapse because of disaster-related damage or confirmed imminent danger (e.g. impending landslides, mudslides or sinkholes)
- After DSO information is reviewed by the state, PDAs may be scheduled. These could be assessments with state and local officials or, if it is apparent that a presidential disaster declaration may be necessary to assist in the recovery of the impacted area, the state will work with FEMA Region 6 to request a joint federal, state PDA.
- The Texas Division of Emergency Management (TDEM) will coordinate with local jurisdictions to schedule PDAs (both PA and IA as needed).
- Local participation is important to accurately assess the impacts of the disaster.
- Jurisdictions will be requested to provide transportation for the PDA teams and a strategy for conducting the PDAs. For example, IA PDAs concentrate on those residential structures and/or businesses that are classified as major damage or destroyed.
- It is important for jurisdictions to provide detailed information such as estimates, locations and impacts to the community during the assessment.
- PDAs could include staff from the U.S. Small Business Administration (SBA), the Texas Department of Agriculture (TDA) and others, as needed, to meet requirements of other grant or loan programs possibly available for disaster assistance.

Governor Requests a Federal Disaster Declaration

- If the disaster is of such magnitude that local and state resources are

inadequate and areas cannot recover without federal assistance, the governor may request that the president declare a federal disaster declaration.

- Based on the PDA results, TDEM will recommend the governor submit a federal declaration request through FEMA Region 6 to FEMA headquarters in Washington, D.C.
- PDA information, along with other supplemental supporting documentation, is included in the governor's request to show that supplemental federal assistance is necessary.
- The governor's request will be sent through the FEMA Region 6 regional administrator to the FEMA administrator who will review and make a recommendation to the president.
- After review, the state will receive notification of what types of assistance programs are available.
- If the request for a federal declaration is denied, the state will have 30 days to appeal the denial.

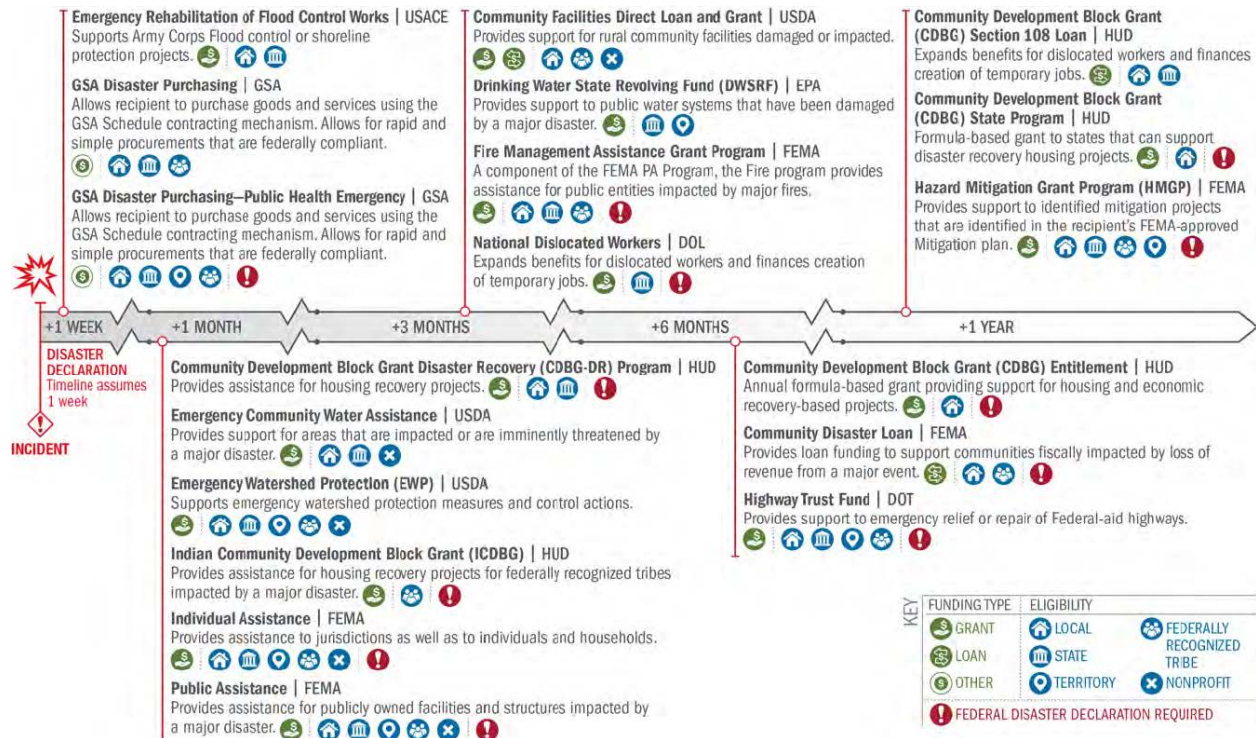
Requirements for a Federal Disaster Declaration

- The governor of Texas must issue a disaster declaration for affected areas.
- Both the state and each affected county must meet fiscal thresholds to be eligible for the FEMA PA grant program.




- The county must meet the FY 2020 cumulative threshold of \$38,472,708. (Refer to the [2019 Executive Guide; pages 50 – 51](#)).
- Each affected county must meet the FY 2018 threshold for their jurisdiction to be eligible.
- Thresholds are based on per capita indicators and change by fiscal year, when in doubt contact the TDEM PA finance team.
- While the FEMA IA program does not have fiscal thresholds, there are guidelines for eligibility. Refer to the [2019 Executive Guide](#) for more information about PA and IA.
- The Fire Management Assistance Grant FY 2020 threshold is \$5,770, 906 and is cumulative during the calendar FY 2019.
- In the governor's request for a federal disaster declaration, only counties eligibility requirements will be included. As jurisdictions meet requirements, they can be added to the request.

Chapter 5: Disaster Summary Outline



Prompt reporting of local damages is encouraged to support the state operations center (SOC) coordination of recovery staffing and technical assistance. A damage assessment is normally conducted within the first 24 hours of an incident to determine damage to public infrastructure, essential lifelines, and property. This is a process conducted by the local jurisdictions. The information obtained through this process becomes the initial milestone for requesting assistance from the state, and for preparation of a local emergency declaration.



A presidential declaration for the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) cannot be issued unless Texas meets its threshold. The state's threshold will be calculated from damage assessments from every impacted county. Collectively, Disaster Summary Outlines are key to gauging if federal threshold amounts required for a presidential disaster declaration have been met.

Considerations for a Damage Assessment

Record all information such as notes, pictures and videos. This information will also be helpful in identifying the potential need for additional assistance. Determine the following information:

- ✓ Initial response measures (life, safety, preservation, infrastructure/property protection, utility restoration, transportation, sheltering, feeding, search and

- ✓ rescue, etc.)
- ✓ Size of the affected area (identified through information from first responders, emergency management staff or other governmental agencies involved).
- ✓ Number of casualties to assist in establishing necessary care and medical needs.
- ✓ Extent of damage and assign an estimated cost for each category (public infrastructure, private property, business/industry, etc.).

Disaster Summary Outline

The DSO is a form that helps determine the scope of disaster damages and serves as initial documentation to provide support for preliminary damage assessments (PDAs). The DSO captures jurisdiction-reported damages associated with an incident.

The information in a DSO includes data on the number and level of damages to residences and businesses; and provides cost estimates on damaged infrastructure. This information provides the following:

- A clearer picture for the state to know what resources are needed to assist the local jurisdictions.
- Data needed to determine if a PDA is needed.
- Information necessary to offer support for the request of a federal disaster declaration to deliver FEMA disaster assistance to survivors and jurisdictions.



Certain costs can be lost and not recreated if not captured quickly so make sure to capture all costs incurred due to the disaster.

The governor or tribal chief executive has 30 days after the incident to submit a disaster declaration request. Therefore, it is recommended that jurisdictions submit their DSOs as soon as possible. The earlier DSOs are submitted, the faster that federal assistance can get to the local jurisdictions and communities.



There needs to be a central point for collecting information. All costs need to be collected daily. Tracking the “Daily Burn Rate” provides jurisdictions the costs associated with the incident; and a high-level overview of their resources and the need for resource requests. Costs that may be calculated as part of the daily burn rate include, but are not limited to, repairs, personnel costs, commodities, food, travel costs, leases, equipment costs, contracts, and fuel.

It is recommended that all personnel responding take notes of where the damage is for the DSO and collect that information in real time. The following table contains tools jurisdictions may use to collect DSO data:

| Tools Used to Collect DSO Data | |
|--------------------------------|---|
| Maps | Identify and pinpoint the damage sites |
| Spreadsheets | Organize information, list damage sites and correspond them to the map with damage site |

| | |
|--|---|
| | numbers. |
| Apps | Help jurisdictions stay organized by stamping pictures with the address, data, time, Global Positioning System (GPS) and other vital information. |
| Force Account Equipment Rates (FAE) | Every year FEMA computes an equipment rate. Request the most current rate being utilized for a disaster with your district coordinator (DC). |

Collecting DSO Data

Identifying areas to assess and using the DSO form as a checklist or guideline will help jurisdictions collect information. When selecting teams, it is best to assign them to an area based upon their local subject and technical matter expertise. It is essential that damages are tracked and costs per sites are noted. It is optimal to submit a DSO within the first 24 hours. DSOs can be updated continuously until the PDA has been completed. Even after the threshold is met, consider improving the following when updating the DSO:

- The quality of information.
- The accuracy of the damages in dollar amounts.
- The actual inventory of damage.
- The estimates defensible using a method that supports costs with documents matching the listed items.

DSO-Common Mistakes

The following is a list of common mistakes associated with DSOs:

- Not filling out data fields completely
- Not damage reports from stakeholders
- Incomplete documentation to support the DSO
- Not continuing to collect information of damage assessments once the thresholds have been met
- Making the decision not to submit the DSO when the damage does not meet the threshold
- Including damages that are not the responsibility of jurisdiction

Submitting the DSO

To submit a DSO go to the [TDEM DSO](#) webpage and click on the provided link. Then enter the Personal Identification Number (PIN). Each incident will get its own PIN. If the DSO needs to be updated, then the confirm number will need to be entered. Once this page is accessed, the jurisdiction will be able to fill in the information boxes. Upon completion of the DSO, it is automatically submitted directly to the SOC and a copy sent to the district coordinator (DC) for situational awareness and records.

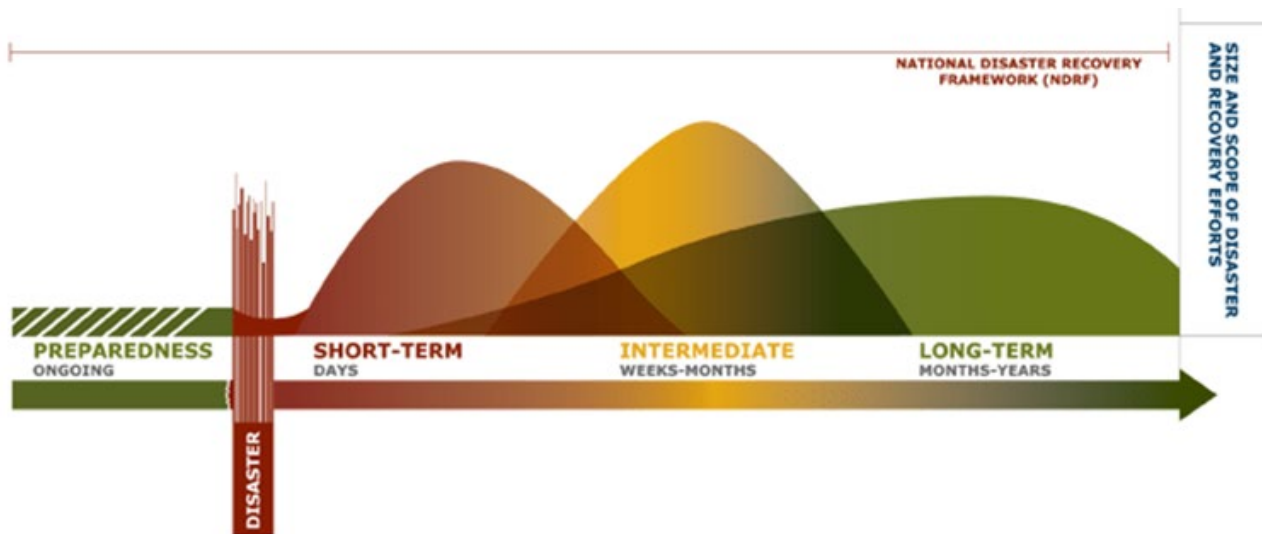
Refer to the [Public Assistance](#) section of this document for more information on PA.

Refer to the [Individual Assistance](#) section of this document for more information on IA.

Chapter 6: Coordinating the Recovery Process

When an incident occurs, which overwhelms the local jurisdictions; assistance from the state and federal government may be necessary to stabilize the incident. If the local government requires state or federal assistance, it is important to know if a local proclamation of an emergency is a prerequisite to obtaining the assistance.

Not every disaster will meet the criteria necessary to receive assistance, but it is important to know when and what assistance types are available after an incident. Some forms of assistance may be available in the short-term, while other forms of assistance will be available in the long-term. It is possible for phases to overlap without any clear distinction between when a phase ends and another begins.



| Short-Term Programs | No Declaration Needed | State Declaration Needed | Presidential Declaration Needed |
|--|------------------------------|---------------------------------|--|
| <i>Disaster Mass Care</i> | X | | |
| <i>FEMA: Disaster Case Management Program</i> | | | X |
| <i>FEMA: Disaster Legal Services</i> | | X | X |
| <i>FEMA: Disaster Unemployment Assistance</i> | | X | X |
| <i>FEMA: Fire Management Assistance Grant Program</i> | X | | |
| <i>FEMA: Individual Assistance</i> | | X | X |
| <i>FEMA: Individuals and Households Program</i> | | X | X |
| <i>FEMA: Direct Housing Assistance</i> | | X | X |
| <i>FEMA: Other Needs Assistance</i> | | X | X |
| <i>FEMA: Public Assistance</i> | | X | X |
| Short-Term Programs | No Declaration Needed | State Declaration Needed | Presidential Declaration Needed |
| <i>HHS: Disaster Supplemental Nutrition Assistance Program</i> | | X | X |
| <i>HHS: SAMHSA-Crisis Counseling</i> | | X | X |
| <i>SBA Assistance</i> | X | | |
| <i>SBA-Economic Injury Loans</i> | | X | X |

| | | | |
|---|------------------------------|---------------------------------|--|
| <i>SBA-Home and Property Disaster Loans</i> | | X | X |
| <i>Transitional Sheltering Assistance (TSA)</i> | | | X |
| <i>TXVOAD</i> | X | | |
| <i>USDA: Farm Service Agency - Emergency Loan Program</i> | X | | |
| Intermediate Programs | No Declaration Needed | State Declaration Needed | Presidential Declaration Needed |
| <i>FHWA: Emergency Relief Program</i> | X | | |
| <i>HUD- Federal Housing Administration</i> | | X | X |
| <i>Insurance</i> | X | | |
| <i>SBA-Military Reservists Economic Injury Loans</i> | X | | |
| Long Term Programs | No Declaration Needed | State Declaration Needed | Presidential Declaration Needed |
| <i>FEMA: Hazard Mitigation Grant Program</i> | | X | X |
| <i>TEA Assistance</i> | X | | |

Short-Term Recovery

Short-Term Recovery

Short-term recovery is immediate and overlaps with response. It includes actions such as providing essential public health and safety services, restoring interrupted utility and other essential services, reestablishing transportation routes, and providing food and shelter for those displaced by the incident. The following paragraphs describe each of the assistance types, listed in the table, in more detail.

Disaster Mass Care

Mass care refers to a wide range of humanitarian activities that provide life-sustaining support to individuals and families who are temporarily displaced or otherwise impacted by a disaster or emergency that disrupts their ability to provide for their basic needs. TDEM, in coordination with Texas Volunteer Organizations Active in Disaster (TXVOAD), can assist local jurisdictions in the providing congregate shelter, feeding, distribution of emergency supplies and the reunification of children with their parent(s)/legal guardians and adults with their families.

Disaster Case Management Program

During a presidentially declared disaster, the governor may request the Disaster Case Management Program (DCMP) through FEMA. DCMP is provided as Individual Assistance (IA) under the Stafford Act, Section 426. Texas Health and Human Services Commission (HHSC) Emergency Services Program (ESP) and TDEM work together to assess the need for DCMP.

Immediate Disaster Case Management (IDCM) is provided by the U.S. Department of Health and Human Services (HHS) Administration for Children and Families (ACF) via a vendor contract. IDCM is time-limited (up to 180 days) and is delivered through an ACF contract.

DCMP assists eligible survivors with developing and carrying out a disaster recovery plan. It streamlines assistance, prevents duplication of benefits and provides an efficient referral system. Long-term unmet needs may include financial, physical, emotional, or spiritual well-being, as well as referrals for materials and or manpower to provide support to survivors in their recovery.

Federal Emergency Management Agency Disaster Legal Services

The Federal Emergency Management Agency (FEMA), through an agreement with the Young Lawyers Division of the American Bar Association, provides free legal assistance to disaster survivors through the request of local, tribal, territorial or state governments. Disaster Legal Services (DLS) provides confidential free legal assistance to low-income survivors directly affected by the federally declared major disaster and do not have the means to hire an attorney. DLS attorneys are volunteers who provide individuals with legal counseling and advice for cases where non-fees are appropriate. Individuals who have cases that will generate a fee will be referred to independent attorneys who may provide low cost services through the lawyer referral network in the impacted area. Eligible services include the following:

- Assistance with insurance claims (medical, property, life, etc.)

- Drawing up wills or other lost legal documents in the disaster
- Help with home repair contracts and contractors
- Assistance with consumer protection matters, remedies and procedures.
- Counseling on landlord/tenant concerns
- Preparing powers of attorney and guardianship materials
- FEMA appeals and other disaster-related actions against the government.

Refer to the [FEMA Disaster Legal Services Factsheet](#) for more information.

FEMA Disaster Unemployment Assistance

The purpose of Disaster Unemployment Assistance (DUA) is to provide unemployment benefits and re-employment services to individuals who have become unemployed as a result of a major disaster and who are not eligible for regular state unemployment insurance. This fact sheet outlines general information pertaining to the requirements and conditions under which an individual may be eligible for DUA.

General Requirements

To be eligible for DUA, individuals must:

- Not be eligible for regular unemployment insurance
- Be unemployed or partially unemployed as a direct result of the major disaster;
- Be able and available for work, unless injured as a direct result of the disaster;
- File an application for DUA within 30 days of the date of the announcement of availability of DUA and
- Have not refused an offer of employment in a suitable position.

Conditions of Unemployment

One of the following conditions of unemployment or inability to perform services in self-employment must have occurred as a direct result of the disaster:

- The individual has had a week of unemployment following the date the major disaster began;
- The individual is unable to reach his/her place of employment;
- The individual was scheduled to start work and the job no longer exists, or the individual was unable to reach the job;
- The individual became the major support of the household because the head of the household died as a direct result of the disaster;
- The individual cannot work because of an injury caused as a direct result of the major disaster; or
- The individual lost a majority of income or revenue because the employer or self-employed business was damaged, destroyed, or closed by the federal government.

Refer to the [FEMA Disaster Unemployment Assistance Factsheet](#) for more information.

Fire Management Assistance Grant (FMAG)

Fire management assistance is available to local, state and tribal governments, for the mitigation, management, and control of fires on publicly or privately-owned forests or grasslands, which threaten such destruction as would constitute a major disaster.

The fire management assistance declaration process is initiated when the state submits a request for assistance to the FEMA regional director at the time a “threat of major disaster” exists. The entire process is accomplished on an expedited basis and a FEMA decision is made within hours.

Under the Fire Management Assistance Grant (FMAG) Program, the federal government pays 75% of the costs and the state pays the remaining 25%. Before a grant can be awarded, the state must demonstrate that the total eligible costs for the declared fire meets or exceeds either the individual fire cost threshold, which applies to single fires; or the cumulative fire cost threshold, which recognizes numerous smaller fires burning throughout the state.

Eligible firefighting costs may include:

- ✓ Expenses for field camps
- ✓ Equipment uses
- ✓ Repair
- ✓ Replacement of tools, materials and supplies
- ✓ Mobilization and demobilization activities

Refer to the [FEMA Fire Management Assistance Grant Program \(FMAG\) Guide](#) for more information

FEMA Individual Assistance (IA)

IA is provided by FEMA directly to eligible individuals and families who have sustained losses due to disasters. Homeowners and renters in designated counties who sustained damage to their primary homes, vehicles and personal property as a result of the disaster may apply for disaster assistance. Disaster assistance may include grants to help pay for temporary housing to include rental and lodging expenses, emergency home repairs, uninsured and underinsured personal property losses, and medical, dental and funeral expenses caused by the disaster, along with other serious disaster-related expenses.

Individuals and Households Program

The Individuals and Households Program (IHP) offers financial assistance in federally disaster declared areas for individuals or households whose primary home is inaccessible or damaged by a disaster. However, assistance under this program may not be used for specific losses that are not covered by insurance.

FEMA is responsible for determining which assistance type under the IHP program is the most appropriate using factors such as losses caused by the disaster, accessibility to life-sustaining services, cost-effectiveness and more.

| Financial Housing Assistance Types | |
|---|--|
| Rental Assistance | <ul style="list-style-type: none"> ▪ Assists with renting alternate housing accommodations while the applicant is displaced from their primary residence because of a disaster. ▪ May be used to rent a house, apartment, manufactured home, recreational vehicle, or other readily fabricated dwelling. ▪ Not subject to a financial maximum award limitation |
| Lodging Expense Reimbursement | <ul style="list-style-type: none"> ▪ Assists with staying at hotels, motels or other short-term lodging while the applicant is displaced from their primary residence because of a disaster. ▪ Not subject to a financial maximum award limitation. |
| Home Repair Assistance | <ul style="list-style-type: none"> ▪ Assists with repairing damages, resulting from a disaster, to an owner-occupied primary residence, utilities, and residential structure, including privately-owned access routes (i.e. driveways, roads, or bridges) to a safe and sanitary living or functioning condition. ▪ For specific accessibility repairs defined within the Americans with Disabilities Act (ADA) is not counted toward an applicant's financial Housing Assistance maximum. |

Direct Housing Assistance

This form of assistance may be used by eligible applicants unable to use rental assistance because of the lack of available housing resources. Direct Housing Assistance is not subject to a financial maximum award limitation. The general period for Direct Housing Assistance is 18 months, unless an extension is approved.

| Direct Housing Assistance Types | |
|--|---|
| Multi-Family Lease and Repair Program (MLRP) | Permits FEMA to enter into lease agreements with owner of multi-family rental properties located in disaster areas and make repairs or improvements to provide temporary housing to eligible applicants. |
| Transportable Temporary Housing Units (TTHUs) | Readily fabricated dwellings purchased or leased by FEMA and provided to eligible applicants as temporary housing units. |
| Permanent Housing Construction | Home repair or construction services provided to insular areas outside of the continental United States or other locations where no other housing resources are available. PHC may also be used by eligible applicants where other forms of housing assistance FEMA usually provides are unavailable, ineffective, or not cost-effective. |

Other Needs Assistance (ONA)

Applicants may receive financial assistance for other necessary expenses and serious needs as a result of a disaster. Financial assistance awarded for other needs assistance (ONA) counts toward an applicant's financial ONA maximum, which is an

annually adjusted amount based on the U.S. Department of Labor's Consumer Price Index. There are two types of ONA assistance that depend on the applicant's ability to secure a U.S. Small Business Administration (SBA) loan. The following table includes assistance types for non-SBA dependent types:

| Non-SBA Dependent Assistance Types | |
|---|--|
| Funeral Assistance | Available to eligible individuals and households who incur or will incur expenses related to a death or dis-interment attributed directly or indirectly to a declared disaster. |
| Medical and Dental Assistance | Assists with medical and dental expenses caused by a disaster and may include injury, illness, loss of prescribed medications and equipment, insurance co-payments, or loss/injury to a service animal. |
| Childcare Assistance | Available as a one-time payment covering up to eight cumulative weeks of childcare expenses, an increase to a household's increased financial burden to care for children ages 13 and under, or children up to 21 with a disability who need assistance with activities with daily living as defined by federal law. |
| Miscellaneous Assistance | Reimburses eligible items purchased or rented after a disaster to assist with the applicant's disaster recovery. Eligible items are identified by the state, territorial, or tribal government. |

Refer to the [FEMA Individual and Households Assistance Program Fact Sheet](#) for more information.

Federal Emergency Management Agency Public Assistance Program (PA)

The Public Assistance (PA) program provides grants to several entities to assist with the response and recovery of incidents. PA funds may be used for the repair, restoration, reconstruction, or replacement of a public facility or infrastructure that is damaged or destroyed by an incident. The federal share of the costs that are obligated to the state, can fluctuate based on executive action, but cannot be less than 75%.

Eligibility

Eligible applicants include: state, territorial, local, and federally recognized tribal governments, houses of worship, any other political subdivision of the state, and certain private non-profit (PNP) organizations that are open to the general public. PNP organizations, facilities and services must meet additional requirements beyond those that apply to governmental applicants.

Eligible PNPs include:

- Educational
- Utility
- Emergency
- Medical
- Temporary or permanent custodial care facilities (including those for the aged and disabled)
- Food banks
- Irrigation
- Museums
- Zoos
- Community centers
- Libraries
- Homeless shelters
- Senior citizen centers
- Rehabilitation facilities
- Shelter workshops
- Health and safety services
- Other PNP facilities that provide essential services of a governmental nature to the general public and critical service providers

PNPs that provides "critical services" (power, water including water provided by:

- Irrigation organization or facility sewer
- Wastewater treatment
- Communications
- Education
- Emergency medical
- Fire protection
- Emergency services

may apply directly to FEMA for emergency assistance (Emergency Work) under 44 CFR §206.225. Eligible PNPs seeking reimbursement from FEMA for permanent

repairs and restoration (Permanent Work) apply for disaster assistance according to requirements, depending on whether their facility is deemed to provide “critical” or “non-critical” services by the Stafford Act.

All other PNPs must first apply to the SBA for a disaster loan. If SBA loans are declined or do not cover all eligible damages, applicants may re-apply for FEMA assistance.

Categories of Work

The PA program provides assistance for different categories of work listed in the table below:

| Category of Work | What the Category Covers |
|-------------------------|---------------------------------|
| Category A | Debris Removal |
| Category B | Emergency Protective Measures |
| Category C | Road Systems and Bridges |
| Category D | Water Control Facilities |
| Category E | Public Buildings and Equipment |
| Category F | Public Utilities |
| Category G | Parks, Recreational, and Other |

Emergency Work: Categories A and Category B are eligible for reimbursement under a presidential emergency declaration.

Permanent Work: A-G are eligible for assistance through a major disaster declaration issued by the president.

Contract Warnings

FEMA contract compliance does not allow the following:

- Award a debris removal or debris monitoring contract on a sole source basis, or to one company for both services.
- Sign a contract (including one provided by a contractor) until a legal representative has thoroughly reviewed it.
- Allow any contractor to make eligibility determinations; only FEMA has authority to make final eligibility determinations.
- Accept any contractor’s claim that it is “FEMA certified.” FEMA does not certify, credential, or recommend debris contractors.

- Award a contract to develop and manage debris management sites, unless the debris sites are part of the approved debris management plan or the state or FEMA has been contacted for technical assistance concerning the need for such an operation. Temporary debris storage and reduction sites are not always necessary.
- Allow separate line item payment for stumps 24 inches and smaller in diameter; these stumps will be treated as normal debris.
- “Piggyback” or utilize a contract awarded by another entity. “Piggybacking” may be legal under applicable state law; however, the use of such a contract will jeopardize FEMA funding because these contracts do not meet requirements for competition established in 2 CFR § 200.318.
- Award pre-disaster/stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.
- Allow for markups due to errors in volume calculations.
- Allow for miscellaneous items, or for contract contingencies of any kind, including “unknowns.”
- Refer to [Attachment G](#) for the Model Contract Framework.

For more information on contracting for debris removal please see the [Local Catastrophic Debris Management Guide](#).

Category A: Debris Removal

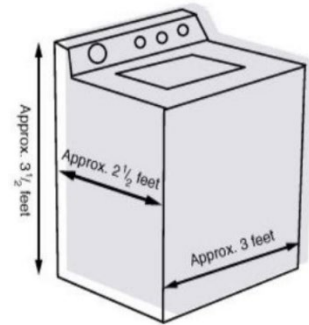
Debris removal activities, such as clearance, removal, and disposal, are eligible as Category A if the removal is in the public interest based on whether the work:

- Eliminates immediate threats to lives, public health, and safety.
- Ensures economic recovery of the affected community to the benefit of the community at large.
- Mitigates risk to life and property by removing substantially damaged structures.

Estimating Costs

Estimating debris in cubic yards:

- One standard size washing machine equals one cubic yard of debris.
- Total number of Cubic Yards X \$20.00 will give you a good estimate of your debris removal costs



Debris Removal Considerations:

The following tables include information on what is and is not considered for debris removal.

| Debris Removal | |
|---|---|
| Considered if it is: | NOT considered if it is : |
| In the public interest | In federally maintained navigable channels and waterways |
| Noncommercial & taken from improved public property or Right of Ways (ROWs) | From flood control works under Natural Resources Conservation Service (NRCS) authority |
| Not related to construction, repair, or renovation of residential or commercial structures | Tire removal; follows the Texas Commission on Environmental Quality (TCEQ) rules for the process for recycling - ineligible for CAT A |
| Construction or demolition debris, such as drywall, lumber, roof shingles, treated wood, plastics, etc. | On natural, unimproved land |

Category B: Emergency Protective Measures

Emergency protective measures is likely to accumulate expenses early on. It is essential to document all incident-related expenses as soon as possible. These are costs routinely associated with public safety/ public works caused solely by the incident and would not have occurred without the incident having happened. Emergency protective measures conducted before, during and after an incident are eligible if the measures:

- Eliminate or lessen immediate threats to lives, public health, or safety.
- Eliminate or lessen immediate threats of significant additional damage to improved public or private property in a cost-effective manner.

Considerations for Emergency Protective Measures

Response activities conducted at emergency operations centers (EOCs) are eligible, provided they are associated with eligible work. Costs associated with operating the EOC are also eligible, including, but not limited to:

- Overtime pays for permanent employees.

- EOC-related costs.
- Increased utility costs.
- Costs to lease a facility.
- Supply costs.

Emergency services are usually the responsibility of the state, territorial, tribal and local governments. The following are considered:

- Search and rescue; to include household pets, and service and assistance animals.
- Firefighting and law enforcement as first responders.
- Emergency medical and veterinary services for sheltered survivors, household pets, and service and assistance animals.
- Transporting and pre-positioning equipment and other resources for response.
- Medical care and transport.
- Evacuation; sheltering; childcare
- Use or lease of temporary generators for essential facilities

The following list is **NOT** Considered for response activities conducted at EOCs nor emergency services:

- Straight time (regular) pay for permanent employees
- Stand-by time for equipment
- Patient care, except as noted in ([per FEMA PAPPG – Chapter 2:VI.B.9](#))
- Administrative activities associated with the treatment of survivors



Temporary Repairs (Category B) vs. Permanent Repairs

Temporary repairs fall under Category B and include measures requiring emergency access and/or debris clearance or temporary repairs; or repairing deliberate breaches or removal of flood-fighting measures.

Permanent repairs fall under Categories C-E and include permanent restoration of damaged facilities to “pre-disaster condition and attributed to the incident”.

Temporary Repairs



Permanent Repairs



Category C: Roads and Bridges

Roads may be paved, gravel, or dirt. Road components include, but may not be limited to:

- Surfaces
- Bases
- Shoulders
- Ditches
- Drainage structures, such as culverts
- Low water crossings
- Associated facilities, such as lighting, sidewalks, guardrails, and signs



Permanent Work to restore roads and bridges is eligible unless restoration is under the specific authority of another federal agency such as the Federal Highway Administration (FHWA).

The incident may cause minor damage to roads that result in damage similar to that which may occur over time from other causes, such as the age of the road, traffic flow, and frequent rain. Therefore, distinguishing between pre-existing damage and damage caused by the incident is often difficult. For the repair of this type of damage to be eligible, the Applicant needs to be able to demonstrate that the incident directly caused the damage.

The rule for road repairs: Repair of damage is to restore the roads to pre-disaster conditions (i.e. to pre-disaster function and capacity).

Ensure maintenance records are available for request for PDAs to ensure that the current damage was not present before the disaster.

Bridge components include, but may not be limited to:

- Decking
- Guardrails
- Girders
- Pavement
- Abutments
- Piers
- Slope protection
- Approaches
- Associated facilities, such as lighting, sidewalks, and signs



FEMA Submerged Road Guidance

As of September 13, 2017, a clarification of PA eligibility of damages to submerged roads was clarified by FEMA for all Regions. The purpose of this memorandum is to clarify existing eligibility requirements for damage to roads that have been inundated by flood waters. This guidance is applicable to all major disaster declarations.

FEMA cannot provide PA funding for the projected loss of useful life of a facility. For example, if a road has been inundated by flood waters for an extended period of time, FEMA cannot provide PA funding for the value of the projected loss of useful life of the road due to the long-term effects the inundation may have on the road.

There are instances where an applicant may discover damage not visible during the site inspection, or where an applicant discovers hidden, disaster-related damage during the course of completing previously approved work. Such instances may be eligible for PA funding, and are distinguishable from the projected loss of useful service life because these instances represent actual observable damage.

Category D: Water Control Facilities

Many water control facilities and resources controlled by such entities that have incurred disaster damage may be the responsibility of Natural Resources Conservation Service (NRCS) and therefore not eligible for FEMA disaster funding. Be sure not to include these damages in the estimates and seek state assistance for additional guidance.



Examples of Water Control Facilities

- Dams and reservoirs
- Levees and floodwalls
- Lined and unlined engineered drainage channels
- Canals
- Storm water retention and detention basins
- Irrigation facilities
- Pumping facilities

Category E: Building and Equipment

Buildings, including:

- All structural and non-structural components, including mechanical, electrical, and plumbing systems
- Contents and equipment within the building
- Furnishings

Equipment Examples:

- Vehicles
- Construction
- Information Technology (IT)



Category F: Public Utility Systems

Utilities include:

- Water storage facilities, treatment plants, and delivery systems
- Power generation, transmission, and distribution facilities, including, but not limited to, wind turbines, generators, substations, and power lines
- Natural gas transmission and distribution facilities



Category G: Other Types of Facilities

Publicly owned facilities include:

- Mass transit facilities such as railways
- Beaches
- Parks & recreational areas
- Playground equipment
- Swimming pools



Grant Management and Administration

FEMA provides PA funding for administrative costs related to managing the PA Program and PA projects. FEMA provides PA funding differently depending on whether the costs are indirect, administrative, or other expenses the recipient or sub-recipient incurs administering and managing PA awards and depends on whether they are directly, administrative, or other expenses the Recipient or Subrecipient incurs in administering and managing PA awards that are not directly chargeable to a specific project or if the costs are directly chargeable to a specific project.

For additional information, please reference the [FEMA Public Assistance and Policy Guide](#).

Other Federal Agencies

During a PDA of emergency work and public infrastructure damages, the state and FEMA will be assessing cost and damages for each of the FEMA PA Categories A-G. However, damage covered by Other Federal Agencies (OFA) will not be assessed during the PDA.

| Damaged Location | OFA With Authority |
|-------------------------------|--|
| Federal Highway | Federal Highway Administration |
| Stream / Watershed | Natural Resources Conservation Service |
| Waterways | U.S. Army Corps of Engineers |
| Farmlands | U.S. Department of Agriculture |
| Indian Health Services | Bureau of Indian Affairs |

| Damaged Location | OFA With Authority |
|--------------------|---------------------------------|
| Hospital | |
| Airport | Federal Aviation Administration |
| Post Office | U.S. Postal Service |

National Flood Insurance Program

The National Flood Insurance Program (NFIP) aims to reduce the impact of flooding on private and public structures. It does so by providing affordable insurance to property owners, renters and businesses; and by encouraging communities to adopt and enforce floodplain management regulations. These efforts help mitigate the effects of flooding on new and improved structures. Overall, the program promotes the purchase and retention of general risk insurance, and also flood insurance.

Refer to FEMA's webpage on the [National Flood Insurance Program](#) for more information.

Substantial Damage Determinations

Communities that participate in NFIP are required to perform substantial damage determinations in accordance with their local floodplain-management ordinances. These rules must be in place for residents of a community to purchase flood insurance through the NFIP. Substantial damage applies to a structure in a Special Flood Hazard Area (SFHA) for which the total cost of repairs is 50 percent or more of the structure's market value before the disaster occurred, regardless of the cause of damage. This percentage could vary among jurisdictions but must not be below NFIP standards.

Local jurisdictions may make substantial damage determinations based on their own ordinances. That information helps property owners decide whether to, or how to, repair or replace a damaged dwelling, and whether additional work will be needed to comply with local codes and ordinances, such as elevating a structure in a SFHA. If a building in a floodplain is determined by the local official to be substantially damaged, it must be brought into compliance with local floodplain management regulations.

Owners may:

- Elevate their structures, or change them in some other way to comply with those local floodplain regulations and avoid future losses;
- Relocate or demolish the structure; or,
- Flood proof a non-residential, or historical structure.

Property owners who have a flood insurance policy through the NFIP and a substantially damaged building (from flooding) in a SFHA may be able to use additional funds, also known as Increased Cost of Compliance (ICC) - from their flood insurance policy (up to \$30,000) to help defray the costs of elevating,

relocating, demolishing a structure, or flood proofing a non-residential structure. Refer to the [Substantial Damage Factsheet](#) for more information.

Supplemental Nutrition Assistance Program

HHSC provides eligible households with the U.S. Department of Agriculture (USDA) supplemental nutrition assistance program (SNAP) benefits when income is lost, resources are inaccessible, or food has been destroyed by an incident. There are four different assistance types that may be requested.

| Assistance Types Under SNAP | |
|---|--|
| Automatic Mass Replacements Waiver | Allows for the replacement of a certain percentage of benefits without the need for individuals to submit requests. |
| Hot Food Option Waiver | Allows individuals to use SNAP benefits to purchase hot or prepared foods. |
| Timely Reporting Waiver | Extends the amount of time SNAP participants have to report food loss and request replacement benefits. |
| Disaster-SNAP (D-SNAP) | Provides food assistance to low-income households with food loss, income loss, and/or damage caused by a natural disaster. D-SNAP is typically operated in a federally declared IA area. |

Federal Emergency Management Agency Crisis Counseling Assistance and Training Program

The [Crisis Counseling Assistance and Training Program \(CCP\)](#) grants are coordinated between FEMA, [Substance Abuse and Mental Health Services Administration \(SAMHSA\)](#), and HHSC through FEMA's IA program. These services are only available once an IA disaster declaration is approved by the president and a CCP grant is awarded to HHSC. Once a needs assessment is completed, Local Mental Health Authorities (LMHA)/Local Behavioral Health Authority (LBHA) or other local organization is contracted through HHSC to host the grant for their declared state.

The CCP provides supplemental funding to state governments for short term crisis counseling to people affected by federally declared disasters and can fund two types of services: Immediate and Regular.

Immediate Services: Designed to enable the local, tribal or state agency to respond to the immediate mental health needs with screening, diagnostic, counseling techniques and outreach services.

Regular Services: Designed to provide up to nine months of crisis counseling, community outreach, and consultation and education services to people affected by a federal disaster declaration. Funding for this grant is separate from the immediate services grant.

Small Business Administration Disaster Loans

Low-interest disaster loans from the SBA may be available for businesses of all sizes (including landlords), private non-profit organizations, homeowners and renters. Low-interest disaster loans help fund repairs or rebuilding efforts and cover the cost of replacing lost or disaster-damaged real estate and personal property.

SBA Declaration

The governor must make a written request to the SBA with supporting SBA preliminary damage assessment (PDA) information to get an SBA declaration.

The PDA must show that at least 25% of homes, businesses, or other eligible institutions sustained uninsured losses of 40% or more.

Economic Injury Loans

Small businesses, small agricultural cooperatives and most private-non-profit organizations are eligible for this type of assistance if they have suffered substantial economic injury within a declared disaster area. Substantial economic injury means the business is unable to meet its obligations and to pay its ordinary and necessary operating expenses. Economic injury loans are designed to help a small business sustain itself until normal operations resume after a disaster.

The SBA can provide up to \$2 million to help meet financial obligations and operating expenses that would have been met if the disaster had not occurred. The applicant's loan amount will be based on their actual economic injury and company's financial needs, despite whether the business sustained any property damage. Refer to the [Small Business Administration Economic Injury Disaster Loans](#) webpage for more information.

Home and Personal Property Disaster Loans

Individuals or households that have damage to their primary resident or personal property may be eligible for these types of loans. Homeowners may apply for up to \$200,000 to replace or repair their primary residence and use these funds to upgrade homes or make additions. Renters and homeowners may borrow up to \$40,000 to replace or repair personal property destroyed in a disaster. Vacation and secondary homes are ineligible for this type of assistance. In addition, proceeds from insurance coverage will be deducted from the total damage estimate to determine the eligible loan amount. Refer to the [Small Business Administration Home and Personal Property Disaster Loans](#) webpage for more information.

Small Business Administration Dependent Types of Other Needs Assistance

This form of assistance is only for the applicants who do not qualify for a SBA loan or who were approved for a partial loan that was unable to meet the applicant's necessary disaster-related expenses or serious needs.

The table shows the assistance types available for eligible applicants:

| SBA-Dependent Assistance Types | |
|---------------------------------------|---|
| Personal Property Assistance | Designed to repair or replace essential household items, such as furnishings, appliances, and specialized tools and protective clothing required by an employer. Assistance for ADA specific items are not counted towards the applicant's financial ONA maximum. |
| Transportation Assistance | Designed to repair or replace an eligible vehicle that is damaged by a disaster and assist with other transportation-related costs. |
| Moving and Storage Assistance | Designed to relocate and store personal essential household goods outside of the primary residence to prevent further disaster damage. |

Transitional Sheltering Assistance (TSA)

Transitional housing function addresses needs of survivors in the affected areas for intermediate housing (i.e., after public shelters close and before permanent housing solutions are available) and is accomplished through the implementation of programs and services designed to provide assistance for the transitional and long-term housing needs of survivors. Temporary housing can consist of rental assistance, transitional sheltering assistance, and direct housing.

The [Disaster Recovery Reform Act \(DRRA\) of 2018](#) gave FEMA the authority to issue grants to states, territories, and federally recognized tribal governments (tribes) for implementing direct assistance for temporary housing assistance and permanent housing construction. FEMA is developing the State-Administered Direct Housing Grant Guide, with an anticipated release date of September 2020.

Multi-family Lease and Repair Program (MLRP), MHUs, RVs, Permanent Housing Construction (PHC) and Alternative or Innovative Housing Solutions would be conducted by GLO but funded by FEMA; if FEMA awards a Direct Housing Mission for a disaster. The household damaged dwelling must be located in the county that was designated for direct housing. The pre-disaster residence has been determined through a FEMA-issued inspection to have a FEMA verified loss of at least \$17,000 for owners or major/destroyed categories for renters.

Volunteer Coordination

When the need arises, Volunteer Reception Centers (VRCs) can be established and managed by the local jurisdiction to provide a centralized location for spontaneous unaffiliated volunteers to sign-up for volunteer opportunities with vetted groups and organizations who are providing disaster assistance. Coordination of spontaneous unaffiliated volunteers; and coordination of voluntary agency assistance as referred to in the [Volunteer and Donations Management Annex](#).

When requested by local jurisdictions, TDEM Voluntary Agency Liaison (VAL) personnel may assist local jurisdictions in identifying established disaster response organizations early in the response phase.

Texas Voluntary Organizations Active in Disaster

The Texas Voluntary Organizations Active in Disaster (TXVOAD) collaborates with the following:

- The state agency liaison to identify available member agency resources to support disaster case management and housing repair and/or rebuild.
- The state voluntary agency liaison and mass care coordinator to develop plans, participate in state exercises, and identify available resources and support services from TXVOAD member agencies and essential community relief services to assist local jurisdictions.
- The HHSC Disaster Behavioral Health Services (DBHS) program to identify available TXVOAD members requested to provide emotional and spiritual care services.
- The HHSC, TDEM and other agencies to provide mental health services.

United States Department of Agriculture Farm Service Agency

The Secretary of Agriculture is authorized to designate counties as disaster areas, which makes emergency loans available to producers whom have losses within designated counties or contiguous counties.

Farm Service Agency (FSA) administers four types of disaster designations:

- USDA Secretarial disaster designation
- Presidential major disaster and Presidential emergency declaration
- FSA Administrator's Physical Loss Notification (APLN)
- Quarantine designation by the Secretary under the Plant Protection Act or animal quarantine laws.

Refer to the [United States Department of Agriculture \(USDA\) Farm Service Agency](#) for more information on each of the disaster designations.

Emergency Loan Program

The USDA FSA is responsible for administering their Emergency Loan Program. These loans are provided to assist producers with recovering from production and physical losses as a result of a disaster. The funds associated with the loan may be used to restore or replace essential property, pay all or partial production associated with the disaster year, pay essential family living expenses, reorganize the farming operation and refinance specific debts. Refer to the [U.S. Department of Agriculture's Farm Service Agency \(FSA\) Emergency Loan Program](#) for more information.

United States Department of Agriculture Natural Resources Conservation Service

The USDA NRCS has the authority to administer the Emergency Watershed Protection Program (EWPP) to help reduce the imminent hazards to life and property threatened by excessive erosion and flooding caused by natural disasters. All projects require a project sponsor from a public agency of a state or local government, or a conservation district. Refer to the [U.S. Department of Agriculture Natural Resources Conservation Service](#) for more information.

United States Army Corps of Engineers

The United States Army Corps of Engineers (USACE) has the authority to do the following:

- Conduct advance flood preparation measures, flood fighting and rescue operations and emergency repair and restoration of damaged flood control works.
- Assist in the repair of locally owned and operated flood control works if they meet eligibility criteria.
- Deploys and works under the direction of FEMA as a member of the federal team to support state and local governments with response and recovery after a major disaster.
- Serves as the primary and coordinating agency, is responsible for coordinating and executing several missions under the Emergency Support Function #3- Public Works and Engineering of the National Response Framework (NRF).
- Directly respond to state and local needs related to flooding or coastal emergencies under Public Law 84-99.

Refer to the following United States Army Corp of Engineers (USACE) webpages for more information:

- [Debris Management](#)
- [Emergency Power](#)
- [Emergency Response](#)
- [Temporary Housing & Critical Public Facilities](#)
- [Temporary Roofing](#)

Intermediate Recovery

Intermediate Recovery

Intermediate recovery refers to the weeks to months following an incident. The following paragraphs describe each of the assistance types, listed in the table, in more detail.

United States Department of Transportation Federal Highway Administration

The FHWA offers an emergency relief program for the repair or reconstruction of federally aided highways and roads that suffered extensive damage from a disaster or catastrophic failure from an external cause. These funds are designed to address immediate needs and restore damaged facilities to pre-disaster conditions.

Evacuations, routine maintenance, and repairs unrelated to the disaster are not eligible for FHWA funds. Assistance for emergency repairs should be requested as soon as possible so that traffic may be restored and damage to nearby facilities is limited. However, permanent repairs restoring a facility to pre-disaster conditions requires prior FHWA authorization.

The federal share of all repairs following an incident should be at least \$700,000 and each individual site repair should be at least \$5,000 to be eligible. However, all disaster-related contracts must comply with federal requirements. Eligible emergency repairs completed within the first 180 days after the disaster are paid out of a federal share of 100 percent. Approved permanent repairs or emergency repairs completed after 180 days are paid at a lesser federal share, usually 80-90 percent. Refer to [Federal Highway Administration Program Overview and Eligibility for Emergency Relief](#) for more information.

United States Department of Housing and Urban Development

The United States Department of Housing and Urban Development (HUD) provides disaster assistance, and sometimes partners with federal and state agencies to implement disaster recovery assistance. The following disaster resources are available through HUD:

Federal Housing Administration

The Federal Housing Administration (FHA) is under HUD and provides different forms of mortgage assistance after a federal disaster declaration is issued.

Options for FHA Homeowners

FHA lenders are instructed by HUD to use reasonable judgment in determining who is an affected borrower. Lenders are required to reevaluate each delinquent loan until reinstatement or foreclosure and identify the cause of default. The lender may decide that the borrower's loan may not be referred to foreclosure during the term of a moratorium, evaluate the borrower for any available loss mitigation assistance to help them retain their home, or have flexibility in using the pre-foreclosures sales program or offer to accept a deed-in-lieu of foreclosure if their home cannot be saved. However, the borrower must reside in an area impacted by a disaster. Refer to [U.S. Housing and Urban Development \(HUD\) Disaster Relief Options for Homeowners](#) for more information.

Mortgage Insurance

The FHA may decide to insure mortgages made by qualified lenders to individuals whom have lost their homes and are in the process of buying or building another home. The program is designed to protect lenders against the risk of default on mortgages to qualified individuals. The individual's home must be in a federally disaster declared area and must be replaced or reconstructed. Refer to [Housing and Urban Development \(HUD\) Mortgage Insurance for Disaster Victims Section 203 \(H\)](#) for more information.

Private Insurance

Insurance is the foundation of everything and is the first source of assistance for those impacted by a disaster. The process of documenting the damage starts immediately (taking pictures, etc....). Claims are made by following what the insurance policy covers, such as homeowners, flood and wind. Disaster assistance programs are not intended to replace insurance. Disaster assistance may be used after resources are exhausted. Many times, a disaster may not be large enough to cause the need for a disaster declaration. Insurance and voluntary agency assistance are often the only forms of assistance available to help individuals and families recover. There can never be a duplication of benefits, meaning insurance and disaster assistance should not pay for the same damage.

SBA Military Reservists Economic Injury Disaster Loan Program

The Military Reservist Economic Injury Disaster Loan (MREIDL) program provides assistance to eligible small businesses to help them meet their ordinary and necessary operating expenses that it could have met, but is unable to, because an essential employee was called-up to active duty as their role as a military reservist. The filing period for MREIDL assistance starts on the date that the essential employee received the notice of expected call-up and ends one year after the employee is released or discharged from active duty.

The MREIDL loan amount maximum is \$2 million. The SBA may waive the \$2 million statutory limit if the business is a major source of employment. The amount of each loan is based on the need of the business, which is calculated by the SBA. Collateral is required for MREIDL loans more than \$50,000. Refer to the [Small Business Administration \(SBA\) Military Reservists Economic Injury Loans](#) for more information.

Long-Term Recovery

Long-Term Recovery

Long-term recovery refers to the months to years following an incident. The following paragraphs describe each of the assistance types, listed in the table, in more detail.

Joint Field Office

The Joint Field Office (JFO) is staffed by state and federal personnel to serve as a temporary multi-agency coordination center established in the vicinity of the disaster to administer recovery programs. The state IA, PA and HM officers will work with federal staff and other counterparts to establish IA, PA and HM strategies for the declared disaster. These strategies include:

- Trainings
- Public awareness
- Planning
- Technical assistance
- Completing applications

Hazard Mitigation Grant Program

The Hazard Mitigation Grant Program (HMGP) allows communities to apply for mitigation funds through the state and serves as a grantee and is responsible for:

- Notifying potential applicants of the availability of funding
- Defining a project selection process
- Ranking and prioritizing project
- Forwarding projects to FEMA for funding

Eligible grantees, or sub-grantees, are responsible for matching 25% of approved projects which may come from cash, force-account labor, force-account equipment, in-kind sources, or both.

The amount of funding available for the HMGP under a disaster declaration is limited set at 15% of FEMA's estimated disaster costs for all other categories of assistance for states with a standard state hazard mitigation plan. States with an enhanced state hazard mitigation plan may receive up to 20% of FEMA's estimated disaster costs for all other categories of assistance for the HMGP. Local, tribal and state governments' mitigation plans are a required as a condition of non-emergency assistance. These plans are reviewed every five years.

Funding for mitigation measures, under the PA program (Section 406 Mitigation) are used for improving the repairs to damaged public facilities and infrastructure, and to upgrade the facilities to meet current codes and standards in order to make those facilities more resilient to the hazards that caused the damage to the facility.

While these funds are not eligible to meet the match requirement HMGP projects; these funds may work in concert with the HMGP program by funding the improvements to the damaged elements of the facility where a HMGP project provides funds to improve the undamaged portions of the facility.

Other federal hazard mitigation may be available, including Pre-Disaster Mitigation grants and Flood Management Assistance grants. Refer to the [FEMA Hazard Mitigation Grant Program](#) webpage for more information.

Texas Education Agency

Assistance may be available by the Texas Education Agency (TEA) for schools that incurred and paid remediation costs during the two-year period following a state or federal disaster declaration and purchase attendance credits under [TEC, §41.091](#). Districts that offset recapture costs against [Chapter 42](#) funds are not eligible. In addition, the district must not expect to recover from other sources of reimbursement, such as insurance proceeds and federal disaster payments, in order to receive this form of disaster assistance. Refer to the [Texas Education Code §61.1009](#) for more information.

Texas General Land Office

The Texas General Land Office (GLO) assists households with recovery housing needs after an incident. In addition, the GLO administers and coordinates the Direct Housing Mission, Community Development Block Grant-Disaster-Recovery (CDBG-DR) and Community Development Block Grant-Mitigation (CDBG-MIT). The CDBG-DR and CDBG-MIT are funded through HUD and include planning studies, economic development activities, housing, multifamily housing, infrastructure and mitigation. Refer to the [General Land Office \(GLO\)](#) for more information.

Direct Housing Assistance

When requested by the state, FEMA can evaluate the need for a Direct Housing Mission to provide temporary housing to eligible households in areas that do not have enough housing stock to support the need. The Direct Housing Mission provides assistance to the eligible households displaced by a federally declared disaster when other resources are not available.

The Direct Housing Mission may provide options such as:

- Direct leasing.
- Multi-Family lease and repair.
- Manufactured housing.
- Alternate housing options.

Community Development Block Grant-Disaster Recovery

The CDBG-DR administered by the Texas GLO may be available after a federally declared disaster occurs and is dependent on congressional appropriations of additional funds to rebuild and start the recovery process. These programs often supplement other disaster programs. Every grant must meet one of three national objectives:

- Principally benefit low- and moderate-income persons
- Eliminate or prevent slums and blight
- Address an urgent need

Other forms of assistance through the CDBG-DR program include:

Buyouts

CDBG-DR funds may be used to purchase properties that are prone to flooding. The structures are usually demolished to create park amenities, open space, or flood storage/overflow areas. These measures are done to minimize the impact of future disasters to a specific area. Refer to [General Land Office \(GLO\) buyout](#) for more information.

Acquisitions

Acquisition of real property after a disaster allows sub recipients to acquire real property at the post-disaster value. Acquisition alone is usually not a standalone activity under the CDBG-DR program and is combined with another eligible use, such as relocation assistance

and new construction of housing. Methods of acquisition may include purchase, long-term lease (15+ years), donation, or other methods. Refer to [General Land Office \(GLO\) acquisitions](#) for more information.

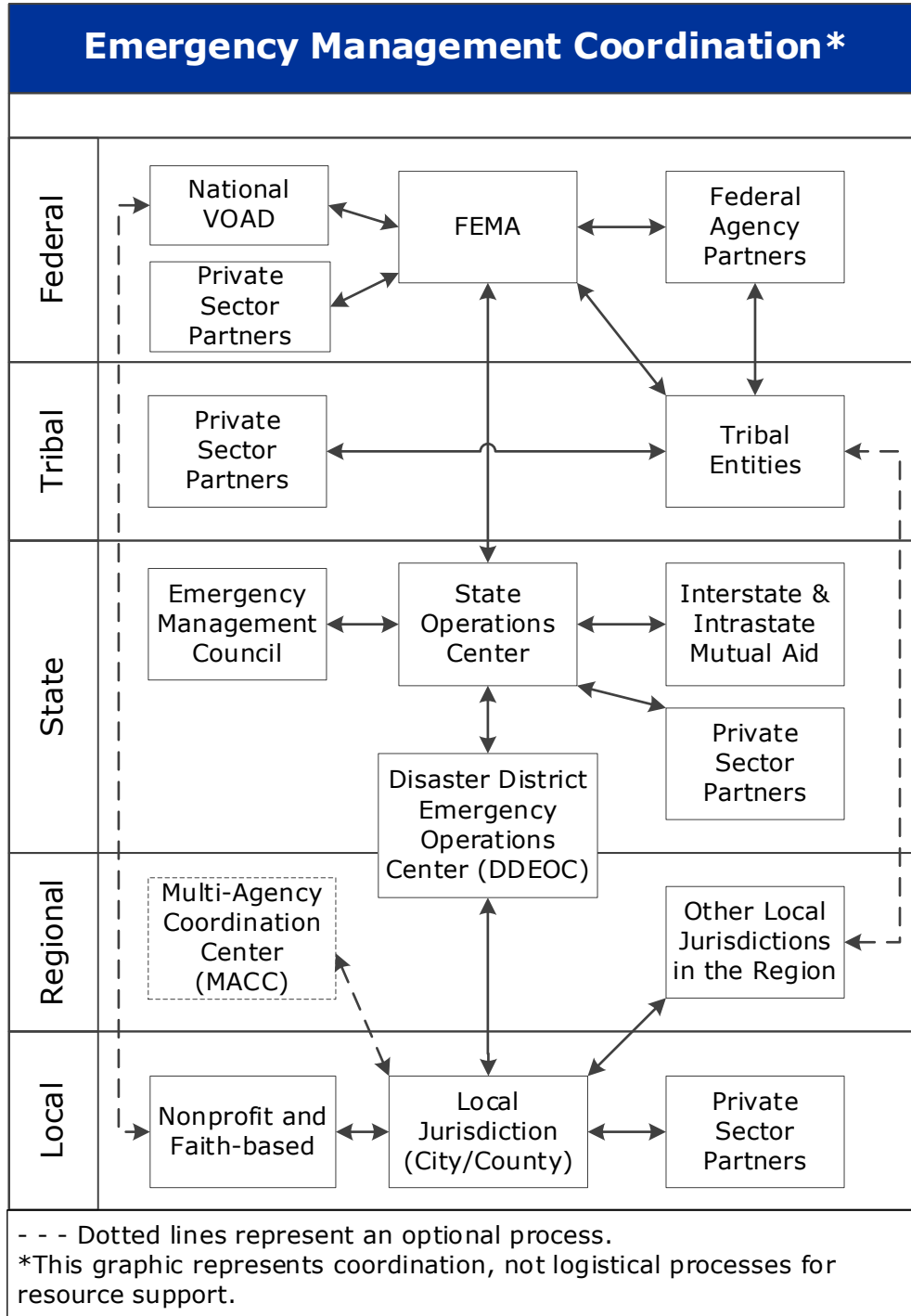
Internal Revenue Service Disaster Loss

Taxpayers may be able to deduct the loss or partial loss of personal and business use property on their individual federal income tax return for the year the losses are incurred or elect to deduct the loss on the tax return for the previous year.

The Internal Revenue Service (IRS) can expedite refunds to taxpayers in federally declared disaster areas. An expedited refund may be a relatively quick resource that does not have to be repaid. Refer to [Internal Revenue Service Disaster Loss](#) for more information.

Attachments

Attachment A: Emergency Management Coordination



Attachment B: Sample Local Disaster

Declaration

WHEREAS, the [COUNTY OF/CITY OF] on the [DAY] of [MONTH], [YEAR], has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from

[BRIEFLY DESCRIBE THE DISASTER SITUATION] and

WHEREAS, the [COUNTY JUDGE/MAYOR] of [JURISDICTION] has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property,

NOW, THEREFORE, BE IT PROCLAIMED BY THE [COUNTY JUDGE/MAYOR] OF [JURISDICTION]:

That a local state of disaster is hereby declared for [JURISDICTION] pursuant to §418.108(a) of the Texas Government Code.

Pursuant to §418.018(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the [CITY COUNCIL/COMMISSIONERS COURT] of [JURISDICTION].

Pursuant to §418.018(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the [CITY SECRETARY/COUNTY CLERK].

Pursuant to §418.018(d) of the Texas Government Code, this declaration of a local state of disaster activates the [COUNTY/CITY] emergency management plan.

That this proclamation shall take effect immediately from and after its issuance. ORDERED this [DAY] of [MONTH], [YEAR].

[COUNTY JUDGE/MAYOR]

Attachment C: DEM-147

FOR SHARED EMC USE ONLY

By signing this form, you agree the appointed Emergency Management Coordinator (EMC) listed on page two is also your EMC. If you have a separate EMC, you must submit the first and second pages for your jurisdiction.

| | Mayor |
|-------------------|-------|
| City: | |
| Name: | |
| Mailing Address: | |
| City, State, Zip: | |
| Office Phone: | |
| Cell Number: | |
| Fax Number: | |
| E-mail Address: | |
| Signature: | |

| | Mayor |
|-------------------|-------|
| City: | |
| Name: | |
| Mailing Address: | |
| City, State, Zip: | |
| Office Phone: | |
| Cell Number: | |
| Fax Number: | |
| E-mail Address: | |
| Signature: | |

| | Mayor |
|-------------------|-------|
| City: | |
| Name: | |
| Mailing Address: | |
| City, State, Zip: | |
| Office Phone: | |
| Cell Number: | |
| Fax Number: | |
| E-mail Address: | |
| Signature: | |

Attachment D: Training

- IS-632.a - Introduction to Debris Operations
- IS-633 - Debris Management Plan Development Online/Distance Learning
- IS-1000 - Public Assistance Program and Eligibility
- IS-1001 - The Public Assistance Delivery Model Orientation
- IS-1002 - FEMA Grants Portal – Transparency at Every Step
- IS-1003 - The Exploratory Call, the Damage Inventory, and the Recovery Scoping Meeting
- IS-1004 - The FEMA Site Inspection Process
- IS-1005 - Public Assistance Alternative Procedures
- IS-1006 - Documenting Disaster Damage and Developing Project Files
- IS-1007 - Detailed Damage Description and Dimensions
- IS-1008 - Scope of Work Development (Scoping and Costing)
- IS-1009 - Conditions of the Public Assistance Grant
- IS-1010 - Emergency Protective Measures
- IS-1011 - Roads and Culverts
- IS-1012 - Direct Administrative Costs
- IS-1013 - Costing - Estimates and the Cost Estimating Format
- IS-1014 - Integrating 406 Mitigation Considerations into Your Public Assistance Grant
- IS-1015 - Insurance Considerations, Compliance, and Requirements
- IS-1016 - Environmental and Historic Preservation (EHP) Considerations/Compliance for Public Assistance Grants
- IS-1017 - Scope Change Requests, Time Extensions, Improved/Alternate Project Requests
- IS-1018 - Determination Memorandums and Appeals
- IS-1019 - Codes and Standards
- IS-1020 - Public Assistance Donated Resources
- IS-1021 - Bridge Damage Considerations
- IS-1022 - Substantiating Disaster-Related Damages to Buildings, Contents, Vehicles, and Equipment
- IS-1023 - Electrical Systems Considerations
- IS-1024 - Water and Wastewater Treatment System Considerations
- IS-1025 - Grant Administration Decisions for Tribal Governments
- IS-1026 - Eligibility of Private Nonprofit Organizations
- IS-1027 - Fire Management Assistance Grants (FMAG)
- MGT-460 - Planning for Disaster Debris Management

Contact State Training Office at preparingtexas@tdem.texas.gov

Attachment F: Regional Map of Texas



Attachment G: Model Contract Framework

Please see the next page for a model contract framework.

Model Contract Framework for Emergency Debris Removal Services for Local Jurisdictions in the State of Texas

NOTE: This document is intended to serve only as a guide and is provided as the framework to assist in developing a solicitation or contract. It is not intended to be used to insert your information and advertise as a complete solicitation. You are still required to follow your jurisdiction’s rules, regulations, policies and procedures and advertise your solicitation in accordance with statutory requirements.

Request for Proposal (RFP) Number _____

Include instructions on how sealed proposals will be accepted (hard copy, multiple copies, electronic, fax, etc.), the date/time and address of location to deliver sealed bid as necessary. Make certain to indicate LATE PROPOSALS WILL NOT BE ACCEPTED AND ARE SUBJECT TO DISQUALIFICATION. Indicate what is to be included in the bidders proposal upon submission and/or provide the bidder a checklist. Provide the appropriate point of contact should bidders have questions or need assistance.

Insert a table or list for the anticipated schedule of events regarding the RFP solicitation and bid response due date: EXAMPLE ONLY

| SCHEDULE OF EVENTS | |
|--|---|
| Solicitation Advertisement Date | June 1, 2020 |
| Questions Submission Deadline Date | June 15, 2020 |
| Response to Questions through Addendum Date or as soon thereafter as practical | June 25, 2020 |
| PROPOSAL RESPONSE DUE DATE | August 15, 2020 |
| PROPOSAL RESPONSE DUE TIME | 1:30 pm Central Time in [City of/County of] |

If acronyms and specific terminology will be used in the solicitation, be sure to insert a glossary and/or a table to define acronyms.

A.1 Introduction/General Purpose

Begin with an introduction of the purpose of the RFP and the jurisdiction where the services are being requested. Indicate whether this will be a single award or multiple award. Indicate your jurisdiction has the right to reject any or all proposals if it’s in the best interest of your jurisdiction. Also consider including the size/scale of disaster the jurisdiction is preparing for. SAMPLE INTRODUCTION ONLY IS BELOW:

The intent of this proposal is for the [City of/County of] to acquire emergency debris removal services due to catastrophic circumstances and to eliminate immediate threats to life, public health, safety and to public and private property. The [City of/County of] intends to obtain competitive sealed proposals from qualified bidders who can provide emergency debris removal services. The contract will result in a

[single award/multiple award] and no dollar amount or quantities are guaranteed. The contract award will be negotiated to meet the best value of the [City of/County of].

A.2 Term of Contract

The initial term of this contract commences upon the issuance of an award notice by the [City of/County of] and will expire on [DATE]. Insert the number of renewal options as applicable so bidders understand the extent of the contract, including any extensions the jurisdiction may deem necessary.

EXAMPLE:

Three, one-year periods for renewal will be at the [City of/County of] sole option.

| | |
|------------------------|-----------------------|
| First Renewal Option: | [DATE] through [DATE] |
| Second Renewal Option: | [DATE] through [DATE] |
| Third Renewal Option: | [DATE] through [DATE] |

A.3 Pricing

Include any information and procedure regarding allowable price increases, decreases and/or price adjustments during the term of the contract. Inserting a price increase calculation/formula may be helpful. Also indicate that pricing should include F.O.B. destination to include delivery (shipping, handling, delivery fees, fuel surcharges). EXAMPLE: Prices offered, as part of the bidder’s proposal to the [City of/County of] must be firm, fixed prices. Once a contract is awarded, the pricing must be constant for the [City of/County of]. Pricing may only change in accordance with the provision of the contract.

| Item No. | Field Name and Description | Unit of Measure | Cost Per Unit |
|------------------------------------|--|-----------------|---------------|
| Part A.3: Pricing | | | |
| Vegetative Collect and Haul | | | |
| 1 | Vegetative Debris from Public Property <i>Vegetative debris collect and transport</i> | Cubic Yard (CY) | |
| 2 | Vegetative Debris from Public Property to Final Disposal <i>Vegetative debris collect and transport to final disposal site.</i> | Cubic Yard (CY) | |
| Management and Reduction | | | |
| 3 | Grinding <i>Grinding/chipping vegetative debris</i> | CY | |
| 4 | Air Curtain Burning <i>Air Curtain Burning vegetative debris</i> | CY | |
| 5 | Compacting Compacting vegetative debris | CY | |
| 6 | DMS Management <i>Preparation, management, and segregating at debris management site</i> | CY | |
| C&D Collect and Haul | | | |
| 7 | C&D Debris from Public Property and ROW to DMS <i>C&D debris collect and transport to DMS.</i> | CY | |
| 8 | C&D Debris from Public Property and ROW to Final Disposal <i>C&D debris collect and transport to final disposal.</i> | CY | |
| Final Disposal | | | |

| | | | |
|----|--|----|--|
| 9 | DMS to Final Disposal <i>Transport of processed debris from DMS to final disposal</i> | CY | |
| 10 | Tipping Fees (Vegetative) <i>Fee includes negotiated contract price or pass through amount for vegetative</i> | CY | |
| 11 | Tipping Fees (Mix) <i>Fee includes negotiated contract price or pass through amount for mix</i> | CY | |

Provide and reference a fee schedule as a separate attachment (or Exhibit) with itemized service descriptions, units of measure and a section for bidders to enter proposed pricing. Also, as part of the attachment (or Exhibit), include a separate or combined fee schedule for required equipment types, labor and a section for bidders to enter the hourly rates. Recommend inserting the following notes:

NOTE: All equipment descriptions submitted will be in accordance with the FEMA “Typed” resource definitions. All equipment rates include the cost of the operator, fuel and maintenance. All labor rates include the cost of personal protective equipment (PPE), including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, and protective eyewear.

EXAMPLE FEE/PRICING SCHEDULE FOR ILLUSTRATIVE PURPOSES ONLY:

EXAMPLE EQUIPMENT/LABOR RATE FEE SCHEDULE FOR ILLUSTRATIVE PURPOSES ONLY:

| Item No. | Description | Hourly Rate |
|--|--|-------------|
| Part A.3: Equipment and Labor Rates | | |
| 1 | Wheel Loader with debris grapple | \$ |
| 2 | Extended boom forklift with debris grapple | \$ |
| 3 | Skid Steer Loader with debris grapple | \$ |
| 4 | Skid Steer Loader with bucket | \$ |
| 5 | Skid Steer Loader with street sweeper | \$ |
| 6 | CAT D4 Dozer | \$ |
| 7 | CAT D5 Dozer | \$ |
| 8 | Trackhoe with debris grapple | \$ |
| 9 | Trackhoe with bucket & thumb | \$ |
| 10 | Rubber Tired Excavator with debris grapple | \$ |
| 11 | Self-Loader Scraper | \$ |
| 12 | Hand-Fed Debris Chipper | \$ |
| 13 | 300--400 HP Horizontal Grinder | \$ |
| 14 | 30 Ton Crane | \$ |
| 15 | 50 Ton Crane | \$ |
| 16 | 40-60 ft. Bucket Truck | \$ |
| 17 | Fuel/Service Truck | \$ |
| 18 | Water Truck | \$ |
| 19 | Portable Light Plant | \$ |

| | | |
|----|--|----|
| 20 | Lowboy Trailer with Tractor | \$ |
| 21 | Flatbed Truck | \$ |
| 22 | Pick-up Truck (unmanned) | \$ |
| 23 | Self-Loading Dump Truck with debris grapple | \$ |
| 24 | Single Axle Dump Truck, 5 – 12 cubic yard | \$ |
| 25 | Tandem Axle Dump Truck, 16 -20 cubic yard | \$ |
| 26 | Tandem Axle Dump Truck, 21 – 30 cubic yard | \$ |
| 27 | Tandem Axle Dump Truck, 31 – 50 cubic yard | \$ |
| 28 | Mobile Command and Communications Trailer | \$ |
| 29 | Laborer, with small hand tools, and traffic Control Flagperson | \$ |
| 30 | Skilled Sawman | \$ |
| 31 | Crew Foreman with cell phone | \$ |
| 32 | Operations Manager with cell phone | \$ |

A.4 Insurance

EXAMPLE LANGUAGE AND REQUIREMENTS:

In the bid response, bidder must provide a statement of its intent to obtain and maintain for the term of the contract (and any renewal periods or additional extensions) the minimum insurance coverage specified. Bidder should also describe other insurance coverage maintained by bidder in the ordinary course of business and provide proof of same in its bid response. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance.

The awarded contractor is required, within five business days of award notification, to provide the [City of/County of] with current certificates of insurance or other proof acceptable to the [City of/County of]. Failure to submit acceptable proof of insurance within such time period may result in revocation of the award. Contractor will maintain the required insurance during the initial term and any renewal period exercised. Contractor is responsible for ensuring its subcontractors' compliance with all requirements.

EXAMPLE INSURANCE REQUIREMENTS/LANGUAGE:

All required insurance coverage must be issued from a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to the [City of/County of]. All required insurance contracts must:

- 1) be written on a primary and non-contributory basis with any other insurance coverages bidder currently has in place; and
- 2) include a Waiver of Subrogation Clause.

All certificates of insurance for required coverage other than workers compensation and professional liability must name the [City of/County of] as additional insured.

Contractor shall:

- 1) provide written documentation to the [City of/County of] (PO Box, physical address, email address, etc.) at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- 2) ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to contractor's performance under the contract; and

| Minimum Required Amounts of Insurance Coverage | |
|--|---|
| Type of Insurance | Each Occurrence/Aggregate |
| <i>Workers' Compensation</i> | Statutory Limits |
| <i>Employer's Liability</i> | |
| Bodily Injury by Accident Bodily | \$1,000,000 Each Accident |
| Injury by Disease | \$1,000,000 Each Employee |
| Bodily Injury by Disease | \$1,000,000 Policy Limit |
| <i>Commercial General Liability</i> (occurrence based) | Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented |
| <i>Commercial Vehicle Liability</i> All Owned, Hired and Non-Owned Vehicles | \$5,000,000 Combined Single Limit (for each accident) |
| <i>Umbrella/Excess Liability</i> | \$2,500,000 Per Occurrence |
| <i>Additional Insurance</i> | Additional insurance may be required depending on particular circumstances. |

- 3) deliver all renewal policies at least ten calendar days prior to any expiration of a required policy to the [City of/County of] (PO Box, physical address, email address, etc.). All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

Contractor must ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such contractor's obligations under the contract.

EXAMPLE TABLE BELOW IS PER STATE OF TEXAS REQUIREMENTS AND MAY BE DIFFERENT FOR LOCAL JURISDICTIONS:

A.5 Scope and Performance of Services

Contractor agrees to perform contracted services in a professional and satisfactory manner and in compliance with the [City of/County of] applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be tolerable. Services, equipment and workmanship not conforming to the intent of the contract or meeting the approval of the [City of/County of] may be rejected. Replacements and/or modifications, as required, will be accomplished on a timely basis at no additional cost to the [City of/County of].

Depending on the nature of the event, the [City of/County of] estimates C&D debris to be [estimated] cubic yards and vegetative debris to be [estimated] cubic yards.

THE FOLLOWING ARE EXAMPLES ONLY OF TYPES OF SERVICES IN THE SCOPE/STATEMENT OF WORK:

Emergency Push/Road Clearance:

Contractor shall complete the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the [City of/County of], typically completed within the first 70 hours following the activation of the contract, unless notified otherwise by the [City of/County of]. Time and material rate will apply.

Debris Removal from Public Right-of-Way (ROW):

As directed by the [City of/County of], contractor will load and haul all eligible debris to an approved Temporary Debris Staging and Reduction Site (TDSRS) or other disposal destination. All collection, hauling and site maintenance will be consistent with Federal requirements applicable to the disaster incident. Contractor will maintain compliance with all Federal, State and Local requirements for maintenance of the site or sites. Contractor will ensure compliance with orders from the [City of/County of] regarding collection, hauling and disposal of hazardous wastes and/or other categories of debris.

Debris Clearance/Removal from Public Property:

As directed by the [City of/County of], contractor will clear eligible debris from public property, load and haul all debris to a designated Temporary Debris Staging and Reduction Site (TDSRS). The sites [will be or may be] furnished by the contractor.

Demolition of Structures and Construction Debris Removal:

As directed by the [City of/County of], contractor will demolish insecure structures and remove debris determined by the [City of/County of] to be a threat to the health and safety of the public. No entry upon or onto private property shall occur unless specifically authorized by the [City of/County of], prior to entry. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

Private Property Waivers/Private Property Debris Removal:

As directed by the [City of/County of], if approved, contractor will remove debris from private property (PPDR). The [City of/County of] will direct all actions to secure necessary permissions, waivers, and ROE Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All actions will be consistent with Federal requirements applicable to the disaster incident.

Debris Separation/Reduction and Temporary Debris Staging and Reduction Site (TDSRS) Management:

The contractor will manage [or procure] the TDSRS to accept and process all incident related debris. All actions will be implemented by the contractor only with the prior approval of the [City of/County of]. Activities of the contractor will include, but are not limited to:

- Ensure that only debris authorized by the Emergency Management Coordinator or designee will be allowed in the TDSRS sites.
- Provide to the [City of/County of] a date and time stamped video record of the pre- and post-use site conditions.
- Prepare a plan of proposed site layout and review with the [City of/County of] prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the [City of/County of] for approval prior to its implementation.
- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDSRS.
- Build and/or maintain roads as necessary for TDSRS operation.
- Provide and/or construct and maintain safe, stabilized, covered inspection towers sufficient for a minimum of [2-3] inspectors; Towers will be positioned at any entrance and all/any exit of the TDSRS.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the TDSRS to those determined by the [City of/County of].
- Process debris in compliance with local, state, and federal requirements, by methods that may include, but not be limited to: grinding, or other methods of reduction, such as compaction, as approved by the [City of/County of].
- Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste and store in compliance with all local, state, and federal requirements and as approved by the [City of/County of].
- Develop and implement, with the approval of the [City of/County of], a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDSRS.
- Provide the [City of/County of] with proper and acceptable documentation (including destination, tickets, volume/weight, etc.) for final disposal of debris accepted at the TDSRS. Upon closure of the TDSRS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by the [City of/County of], sod, hydro-seed or sprig the property once all other site closure issues have been addressed.
- Secure necessary licenses and permits to operate the TDSRS site.

Designation and Management of Staging Areas:

Contractor shall identify staging areas in collaboration with the [City of/County of] for the purposes of truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor

shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all contractor and sub-contractor personnel. The [City of/County of] will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accordance with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permit and licenses and fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services and comply with state and federal requirements. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the [City of/County of], the contractor shall be reimbursed as specified in [Section/Exhibit].

Contractor representative and General Operations Plan:

Contractor shall have a knowledgeable and responsible representative report to the Emergency Management Coordinator or designee and provide a copy of the contractor's General Operations Plan within seven [7-10] calendar days following the execution of the contract. The [City of/County of] will approve the General Operations Plan prior to its implementation within the [City of/County of]. The contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in the contract and contractor's General Operations Plan.

Mobilization:

When a notice of mobilization in advance of an event has been received by contractor, they will make all necessary arrangements to mobilize a minimum of [25% - 50%] of the required resources within [36 – 48] hours and 100% of the required resources within [72 – 96] hours to commence and conduct these contracted services. The [City of/County of] may take other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the [City of/County of].

Supervision by Contractor:

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Contractor. Contractor, employees and subcontractors shall each wear readily identifiable photo identification at all times when working in Bellaire. All communications given to the project manager by the Emergency Management Coordinator or designee shall be as binding as if given to contractor.

Self-sufficiency of Contractor and Sub-contractors:

The contractor shall ensure that its work force, including sub-contractors, maintain self- sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

Damages by Contractor:

Contractor shall be responsible for conducting all operations, whether contemplated by the

contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and sub-contractors. Contractor must report such damage to the Emergency Management Coordinator or designee in writing within [12 – 24] hours. Reports must include pictures. Should any property be damaged due to negligence on the part of the contractor, the [City of/County of] may either bill contractor for damages, withhold funds due, or the contractor may also repair all damage to the satisfaction of the [City of/County of]. The [City of/County of] shall make the determination of whether negligence has occurred.

Contractor’s Disposal of Debris:

Unless otherwise directed by the [City of/County of], the contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the [City of/County of]. The locations of the TDSRS and final disposal sites shall be determined by the [City of/County of] and utilized by the contractor. The [City of/County of] may allow separate unit prices for delivery and disposal of debris to TDSRS and final disposal. Upon request from the contractor, other sites may be utilized as directed and/or approved by the [City of/County of].

Multiple, Scheduled Passes:

Contractor shall make scheduled make at least three passes of each area impacted by the event, at the direction of the [City of/County of]. The [City of/County of] shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the [City of/County of]. The Contractor will document the completion of all passes based on the direction from the [City of/County of] and will provide this documentation to the [City of/County of] on the frequency requested by the [City of/County of].

Clean as you go Policy:

The Contractor shall provide a “clean as you go” policy. The contractor shall supervise and enforce such policy during debris management operations. The contractor shall ensure that the clean-up and/or remediation site(s) are restored to its pre-release condition or as approved by the [City of/County of] and required by the TCEQ, FEMA or any other pertinent entity.

Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the [City of/County of]. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a ROE Agreement has been obtained prior to any private property entry. Careful attention will be paid to the [City of/County of] tree canopies and every effort will be made by the contractor to minimize tree damage.

Security of Debris During Hauling:

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment

utilized to haul debris. Prior to leaving the loading sites, contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with TXDOT guidelines. All trucks and trailers hauling debris shall have sturdy covers secured in place to prevent debris from being lost in transit. As required, contractor will survey the primary routes used by contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

Work Days/Hours:

Work days and/or work hours shall be as directed by the [City of/County of] following consultation and notification to contractor. Working hours on holidays shall be at the discretion of the [City of/County of]. Typical working hours are from [7:00 am through 7:00 pm], [seven days] per week until the project completion.

Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan. This Plan will be in accordance with all local, state and Federal requirements and will be approved by the [City of/County of]. In accordance with this Plan, the contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste.

Utilizing Local Resources:

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within the geographic region of the affected jurisdiction.

A.6 Documentation, Certifications and Reports

Reports:

Contractor shall submit periodic, written reports in a format required by the [City of/County of] documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

Daily Reports:

Contractor shall submit a report to the [City of/County of] designee by [identify a specific time] of each business day of the term of the Task Order. Daily reports shall detail the locations where

passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of contractor's operations within [24 hours].

Weekly Summaries:

A summary of all information contained in the daily reports as described in [Section], within [number of days] of the close of the week. The submitted weekly data will also include: collection contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TDSRS location, tower monitor/name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

Report Delivery:

Each report will contain at a minimum the following information:

- Contract Number
- Daily and cumulative hours for each piece of equipment, if appropriate.
- Daily and cumulative hours for personnel, by position, if appropriate.
- Volumes of debris handled.

Data Reconciliation:

Reconciliation of data will be accomplished weekly between the contractor and the [City of/County of] representative. All discrepancies will be resolved within [number of days].

Final Project Closeout:

Upon final inspection and/or closeout of the project by the [City of/County of], contractor shall prepare and submit a detailed description of all debris management activities in an [electronic] spreadsheet, to include but not limited to: the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the contractor, plus the total cost of the project invoiced to the [City of/County of]. Contractor shall provide, upon request of the [City of/County of] and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the [City of/County of]. Final project reconciliation must be approved by the [City of/County of].

Certifications

Contractor will adhere to the process for certification of personnel and vehicles established by the [City of/County of] and will include the following:

Certification of Vehicles and Load Capacity:

Contractor shall ensure that all equipment is certified in accordance with most current [City of/County of] procedures. After a disaster, the [City of/County of], or their designated

representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the contractor and approved by the [City of/County of].

All contractor and sub-contractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all-applicable motor vehicle safety requirements at all times. Drivers shall possess valid licenses. Truck and trailer body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck and trailer will receive two placards, one each of which shall be affixed on opposite sides of the truck or trailer body and shall be visible and legible at all times. The truck or trailer driver will be provided up to two (2) copies of the certification sheet for the contractor and sub-contractor's records.

Certification of Personnel:

Truck and trailer body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck and trailer will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The truck or trailer driver will be provided up to two (2) copies of the certification sheet for the contractor and sub-contractor's records.

- Senior management personnel of the contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of the [City of/County of].
- Senior, supervisory personnel of the contractor and all sub-contractors will have received training in debris management, and the implementation of the National Incident Management System.
- Personnel assigned by the contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the [City of/County of].
- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.

Upon their deployment for field operations, all contractor and sub-contractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

Utilization of a Standardized "load ticket":

Contractor and all sub-contractors will utilize an industry standard FEMA Complaint "load ticket" for documenting each load of debris from its origin to the TDSRS and/or final disposal location, as indicated. This may take the form of an electronic or "paperless" version.

Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by contractor as may be required by the [City of/County of] and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to the contract. Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than [number of years].

Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the [City of/County of] and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

Inspection of Contractor Operations:

All trucks, trailers, and debris shall be subject to inspection by the [City of/County of] and other public authorities to ensure compliance with the contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The [City of/County of] will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation at any time upon request.

Corrective Actions Required of Contractor:

When instructed by the Emergency Management Coordinator or designee, the contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the [City of/County of] in its sole discretion and notify the [City of/County of] within [number of hours].

Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material not authorized by the City or that does not meet the eligibility requirements identified in [Section].

Eligibility Inspections:

Debris monitors shall inspect each load, or shall inspect at some other frequency of the [City of/County of] direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and contractor will not invoice the [City of/County of] for such loads. The [City of/County of], through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

Other Agencies:

The term "government" as used in the contract refers to those governmental agencies which may have a regulatory or funding interest in the contract.

A.7 Federal Requirements

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
- 7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order

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

Compliance with the Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs through (4) of this section.

Compliance with the Clean Air Act and Federal Water Pollution Control

Act Clean Air Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 2) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt.

180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials

- 1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- 1) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Access to Records

The following access to records requirements apply to this contract:

- 1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The contractor agrees to provide the FEMA Administrator or their authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.
- 4) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

- 5) This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 6) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 7) The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Steps to assure that small and minority businesses and women's business enterprises are used when possible.

When subcontracting, the Contractor shall take the following affirmative steps:

- 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5) Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

A.8 General Terms and Conditions

Affirmations

Submitting a Proposal with a false statement is a material breach of contract and the Proposal or the Contract will be void. Respondent will be removed from all Proposal lists. By submission of a signed Proposal, the Respondent certifies the following.

Respondent has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Violation of this requirement may result in the termination of the Contract at CPA's discretion.

Respondent waives any claim against and releases CPA, its officers, employees, agents, and attorneys from liability with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Respondent and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

Respondent will promptly notify CPA in the event that any representations and warranties provided in this Contract are no longer true and correct. Respondent acknowledges that all of its representations and warranties contained in any part of its Proposal and this Contract are material and have been relied upon by the CPA in selecting the Respondent for the award of the Contract. Further, the Respondent warrants and represents that all of its statements and representations made to the CPA prior to being awarded the Contract are material, true and correct.

Civil Rights

The Respondent agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. Respondent will comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

Prohibition on Lobbying

By submitting a Proposal, Respondent hereby represents and warrants that, pursuant to 15 U.S.C. Section 1, *et seq.* and Texas Business and Commerce Code Section 15.01, *et. seq.*, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business.

Copyrights and Publications

Contractor understands and agrees that, where activities supported by the contract produce original books, manuals, films, or other original material, contractor may copyright the works subject to the reservation by CPA and affected Customers of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or political subdivision purposes:

- the copyright in the works developed under the Contract, and
- any rights of copyright to which Contractor purchases ownership with funding from the Contract.

Contractor may publish, at its expense, the results of contract performance with prior CPA review and approval of that publication. Any publication (written, visual, or sound) must include acknowledgment of the support received from CPA and Customers. Contractor must provide one copy of any such publication to CPA. CPA reserves the right to require additional copies before or after the initial

review. Contractor must provide all copies free of charge to CPA.

Indemnification and Liability

Acts or Omissions

Contractor shall indemnify and hold harmless the [City of/County of], AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

Contractor shall indemnify and hold harmless the [City of/County of], AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to [City of/County of] specific instructions, (iv) any intellectual property right owned by or licensed to [City of/County of], or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement. c) If Contractor becomes aware of an actual or potential claim, or [City of/County of] provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against [City of/County of], shall), at Contractor's sole option and expense; (i) procure for the [City of/County of] the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that [City of/County of] use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. [City of/County of] SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO [City of/County of].

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE [City of/County of], AND/OR THEIR

EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. CONTRACTOR AND THE [City of/County of] AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Contractor Liability for Damage to Government Property

Contractor is liable for all damages to government-owned, leased, or occupied property and equipment caused by Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Contractor must notify the [City of/County of] Contract Manager in writing of any such damage within one calendar day.

Force Majeure

[City of/County of] and Contractor will not be responsible for delays in performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of [City of/County of] or Contractor.

In the event of an occurrence under this Section, the [City of/County of], or Contractor (Parties) will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Party will immediately notify the other Party(ies) by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Compliance with Laws; Dealing with Public Servants

The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) Texas Penal Code § 36.02, which prohibits bribery; (ii) Texas Penal Code § 36.09, which prohibits the offering or conferring of benefits to public servants; (iii) Texas Government Code § 2155.003, which prohibits the chief clerk or any other employee of the [City of/County of] from having an interest in, or in any manner be connected with, a contract or Proposal for a purchase of goods or services by [City of/County of] or accept from any person to whom a contract has been awarded anything of value or a promise, obligation, or contract for future reward or compensation.

Contractor must give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract. Except where otherwise expressly required by applicable laws and regulations, [City of/County of] is not responsible for monitoring Contractor's compliance with any laws or regulations. If Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, Contractor bears all claims, costs, losses and damages caused by, arising out of or resulting from such performance.

Insurance and Other Security

Respondent represents and warrants that it will obtain and maintain for the term of the Contract all insurance coverage required specifically by [reference Section] of this RFP and generally to ensure proper fulfillment of the Contract and its liabilities thereunder. Respondent will insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the

same. Such insurance must comply with Texas statutory requirements and also cover any cargo being delivered to [City of/County of].

Deceptive Trade Practices; Unfair Business Practices

Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practice violations under Texas Business and Commerce Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit. Respondent represents and warrants that it has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and further certifies that such officers have not been found to be liable for any such practices in such proceedings.

Immigration

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

A.9 Forms and Attachments

EXAMPLES OF FORMS, ATTACHMENTS AND EXCEPTIONS

- Exceptions to Specifications
- References
- Bidder/Proposer Information Form
- Conflict of Interest Questionnaire
- Fee Schedule/Price Sheet
- Affidavit of Ownership or Control
- Certificate of Interested Parties
- Standard Form of Agreement

Attachment H: Online Resources

Texas Government Code 418:

<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.418.htm>

Comprehensive Preparedness Guide:

<https://www.fema.gov/media-library/assets/documents/165308>

TDEM-10:

<https://tdem.texas.gov/wp-content/uploads/2020/01/TDEM-10-1.pdf>

TDEM-100:

<https://tdem.texas.gov/wp-content/uploads/2020/01/TDEM-100.pdf>

TDEM Training:

<https://tdem.texas.gov/wp-content/uploads/2020/01/TDEM-100.pdf>

TDEM Exercise:

<https://tdem.texas.gov/exercise/>

FEMA Public Assistance Program and Policy Guide:

https://www.fema.gov/media-library-data/1525468328389-4a038bbef9081cd7dfe7538e7751aa9c/PAPPG_3.1_508_FINAL_5-4-2018.pdf

FEMA Public Assistance Debris Contracting Requirements:

<https://www.fema.gov/news-release/2017/10/07/4337/public-assistance-contracting-requirements-checklist>

Exigent and Emergency Conditions Exceptions Video:

<https://vimeo.com/266778209>

Public Assistance Applicant Procurement Compliance Checklist:

https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

United States Government Code Title 42:

<https://www.govinfo.gov/app/details/USCODE-2010-title42/USCODE-2010-title42-chap68-subchapIV-sec5172>

United States Government Code Title 44:

<https://www.govinfo.gov/app/details/CFR-2011-title44-vol1/CFR-2011-title44-vol1-sec206-226>

Community Development Block Grant-Mitigation:

<https://recovery.texas.gov/action-plans/mitigation-funding/index.html>

United States Government Code Title 44 § 201:

https://www.govregs.com/regulations/expand/title44_chapterI_part201_section201.6

STAR Process Video:

<https://vimeo.com/336201789>

Texas Health and Safety Code:

<https://statutes.capitol.texas.gov/docs/HS/htm/HS.778A.htm>

Texas Basic Plan:

https://www.preparingtexas.org/Resources/documents/State%20and%20Fed%20Plans/2019_Texas_Basic_Plan_Draft.pdf

To submit DSOs:

<https://olympus.soc.texas.gov/Services/DSO/>

TDEM Executive Guide:

https://tdem.texas.gov/wp-content/uploads/2019/10/08-2019_TDEM_Executive_Guide.pdf

TDEM DSO Webpage:

<https://tdem.texas.gov/disaster-summary-outline/>

FEMA Disaster Legal Services Factsheet:

https://www.fema.gov/media-library-data/1565183972050-1b178d085b84dd8949d4f8a1bdf8b2f2/FACTSHEET_DisasterLegalServicesFINAL2019Compliant.pdf

FEMA Disaster Unemployment Assistance Factsheet:

<https://www.fema.gov/media-library-data/1528984254955-49515ab3f8eeca0627f777a8abe4347a/DisasterUnemploymentAssistance.pdf>

FEMA Fire Management Assistance Grant:

https://www.fema.gov/media-library-data/1394820975537-a279bff2a4a300676b870154acec922b/FMAG%20Guide%20Feb%202014_508.pdf

FEMA Individual and Household Assistance Factsheet:

https://www.fema.gov/media-library-data/1571949706314-838a916aad698391afe34b45ac13100a/1_FACTSHEET_Individuals_and_Households_Program.pdf

General Procurement Standards:

https://www.govregs.com/regulations/expand/title2_chapterII_part200_subpartD_subjgrp31_section200.318

Texas Local Catastrophic Debris Management Guide:

<https://tdem.texas.gov/wp-content/uploads/2019/12/2019-12-19-Debris-Guide-Final.pdf>

National Flood Insurance Program:

<https://www.fema.gov/national-flood-insurance-program>

NFIP Substantial Damage Factsheet:

<https://www.fema.gov/news-release/2019/12/02/4466/fact-sheet-substantial-damage-what-does-it-mean>

Floodplain Management Association:

https://www.twdb.texas.gov/flood/resources/doc/Texas_Quick_Guide.pdf

Crisis Counseling Assistance and Training Program:

<https://www.fema.gov/recovery-directorate/crisis-counseling-assistance-training-program>

Substance Abuse and Mental Health Services Administration:

<https://www.samhsa.gov/>

Small Business Administration Economic Injury Disaster Loans:

<https://disasterloan.sba.gov/ela/Information/EIDLLoans>

Small Business Administration Home and Personal Property Disaster Loans:

<https://disasterloan.sba.gov/ela/Information/HomePersonalPropertyLoans>

Disaster Recovery and Reform Act of 2018:

<https://www.fema.gov/disaster-recovery-reform-act-2018>

Robert T. Stafford Disaster Relief and Emergency Assistance Act:

<https://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>

United States Army Corps of Engineers:

Debris Management:

<https://www.usace.army.mil/Media/Fact-Sheets/Fact-Sheet-Article-View/Article/475474/debris-management/>

Emergency Power:

<https://www.usace.army.mil/Media/Fact-Sheets/Fact-Sheet-Article-View/Article/475473/emergency-power/>

Emergency Response:

<https://www.usace.army.mil/Media/Fact-Sheets/Fact-Sheet-Article-View/Article/475476/emergency-response/>

Temporary Housing and Critical Public Facilities:

<https://www.usace.army.mil/Media/Fact-Sheets/Fact-Sheet-Article-View/Article/475464/temporary-housing-critical-public-facilities/>

Temporary Roofing:

<https://www.usace.army.mil/Media/Fact-Sheets/Fact-Sheet-Article-View/Article/475463/temporary-roofing/>

Volunteer and Donations Management Annex:

<https://tdem.texas.gov/state-of-texas-emergency-management-plan/>

United States Department of Agriculture Farm Service Agency:

https://www.fsa.usda.gov/Assets/USDA-FSA-Public/usdfiles/FactSheets/2017/emergency_disaster_designation_and_declaration_process_oct2017.pdf

United States Department of Agriculture Farm Service Agency Emergency Loan Program:

https://www.fsa.usda.gov/Assets/USDA-FSA-Public/usdfiles/FactSheets/archived-fact-sheets/emergency_loan_program_march2017.pdf

United States Department of Agriculture Natural Resources Conservation Service:

<https://www.nrcs.usda.gov/wps/portal/nrcs/site/national/home/>

Texas State Soil and Water Conservation Board:

<https://www.tsswcb.texas.gov/programs/soil-and-water-conservation-assistance>

Federal Highway Administration Overview and Eligibility for Emergency Relief:

<https://www.fhwa.dot.gov/federal-aidessentials/companionresources/96eroverview.pdf>

United States Housing and Urban Development Mortgage Insurance for Disaster Victims Section:

https://www.hud.gov/program_offices/housing/sfh/ins/203h-dft

Small Business Administration Military Reservists Economic Injury Loans:

<https://disasterloan.sba.gov/ela/Information/MREIDLLoans>

FEMA Hazard Mitigation Grant Program:

<https://www.fema.gov/hazard-mitigation-grant-program>

Texas Education Code:

<https://statutes.capitol.texas.gov/StatutesByDate.aspx?code=ED&level=SE&value=41.093&date=2/2/2015>

Texas General Land Office :

<https://www.glo.texas.gov/>

Texas General Land Office buyouts and acquisitions:

<https://www.glo.texas.gov/>

Internal Revenue Service:

<https://www.irs.gov/pub/irs-pdf/p2194.pdf>

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For more information, visit the <https://www.tdem.texas.gov>.