

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Subrecipient Agreement - Fort Bend County - Community and Environmental - 20-00874

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Fort Bend County, hereinafter referred to as the Subrecipient, having its principal place of business at 301 Jackson, Richmond, TX 77469.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Subrecipient to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Subrecipient has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Subrecipient do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Subrecipient warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Subrecipient's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Subrecipient to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Subrecipient agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Subrecipient. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Subrecipient the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Subrecipient are subject to the exclusive control and supervision of the Subrecipient. The Subrecipient is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF WORK

The services to be performed by the Subrecipient are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 09/01/20 and ends 06/30/21. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Subrecipient shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Subrecipient agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Subrecipient, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Subrecipient fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Subrecipient hereunder. Subrecipient's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Subrecipient of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. The Subrecipient's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: NON FUNDING CLAUSE

Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Subrecipient shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Subrecipient acknowledges that H-GAC is not liable to any subcontractor or assignee of the Subrecipient. The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Subrecipient. Subrecipient shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Subrecipient's compliance, or that of Subrecipient's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. Subrecipient who spend seven-hundred fifty thousand dollars (750,000) or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Subrecipient agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

The Subrecipient understands and agrees that the Subrecipient shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

ARTICLE 13: EXAMINATION OF RECORDS

The Subrecipient shall maintain during the course of the work complete and accurate records of all of the Subrecipient's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Subrecipient shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Subrecipient's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Subrecipient's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Subrecipient further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Subrecipient agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 14: RETENTION OF RECORDS

The Subrecipient shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 15: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Subrecipient as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Subrecipient for costs properly incurred prior to the effective date of such policy directives.
- C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing, and executed by both parties to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Subrecipient acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Subrecipient. Upon receipt of notice of termination, all services hereunder of the Subrecipient and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Subrecipient may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Subrecipient may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Subrecipient, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Subrecipient fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Subrecipient fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 17: SEVERABILITY

H-GAC and Subrecipient agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 18: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 19: COPYRIGHTS

H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- A. The copyright of all maps, data, reports, research or other work developed under this Agreement;
- B. Any copyrights or rights of use to copyrighted material which the Subrecipient purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Subrecipient solely as a part of its work under this Agreement, shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Subrecipient further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

ARTICLE 21: POLITICAL ACTIVITY; LOBBYING

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Subrecipient, if a recipient of Federal assistance exceeding 100,000 dollars through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

The Subrecipient shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST

No officer, member or employee of the Subrecipient or Subrecipient's subcontractor, no member of the governing body of the Subrecipient, and no other public officials of the Subrecipient who exercise any functions or responsibilities in the review or Subrecipient approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24: FEDERAL COMPLIANCE

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits

discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 25: CRIMINAL PROVISIONS AND SANCTIONS

The Subrecipient agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Subrecipient agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Subrecipient shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Subrecipient from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Subrecipient further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Subrecipient shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Subrecipient pertaining to this Agreement or which would adversely affect the Subrecipient's ability to perform services under this Agreement.

ARTICLE 26: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 27: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Subrecipient. This Agreement has been negotiated by H-GAC and the Subrecipient and their respective counsel and shall be fairly interpreted

in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 28: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Subrecipient. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Subrecipient requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Subrecipient shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Subrecipient may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 29: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

ARTICLE 30: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Subrecipient have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Subrecipient

Signature

Name KP George

Title County Judge

Date


H-GAC

Signature

Name Chuck Wemple

Title Executive Director

Date 8/26/2020

DocuSigned by:

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Subrecipient Agreement - Fort Bend County - Community and Environmental
- 20-00874

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Subrecipient do hereby agree to the following Special Provisions, as follows:

ARTICLE 1: GOVERNING LAW, STANDARDS, AND REGULATIONS

This Agreement is entered into by and between the Subrecipient and H-GAC. The activities funded under this Agreement shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards included, but may not be limited to the following: 1) §361.014 of the Texas Health & Safety Code Ann.; 2) Title 30 Texas Administrative Code (30 TAC) Chapter 330, Section 330.649, TCEQ Rules and 30 TAC Chapter 14, TCEQ Rules; 3) The Uniform Grant and Contract Management Act, Texas Government Code Ann., §§783.001 et. Seq., and 4) The Interlocal Contract between the Texas Commission on Environmental Quality (TCEQ) and H-GAC.

ARTICLE 2: MANDATORY ATTACHMENTS

In consideration of the compensation hereinafter described, Subrecipient shall provide H-GAC approved services as specifically described in Attachment A- Scope of Work, attached hereto and incorporated herein for all purposes. Subrecipient further agrees to implement the requirements of the Scope of Work according to the agreed upon Attachment B-Budget, attached hereto and incorporated herein for all purposes. Additional attachments incorporated herein for all purposes to this Agreement include, in priority order, Attachment C-Supplemental Funding Standards, Attachment D-Authorized Representatives, Attachment E-Contractor's Original Grant Application.

ARTICLE 3: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, H-GAC will be liable to Subrecipient in an amount equal to the actual costs incurred by Subrecipient in rendering such performance, subject, but not limited, to the following limitations: 1) H-GAC is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by H-GAC in writing, H-GAC is liable only for expenditures made in compliance with the applicable cost principles and administrative requirements set forth in a properly executed attachment to this Agreement, 3) H-GAC is not liable to Subrecipient for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) H-GAC is not liable for any costs incurred in the performance of this Agreement, which have not been billed to H-GAC by the final billing deadline identified in the Scope of Work.

ARTICLE 4: PAYMENTS

A. Maximum Value

Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statutes; H-GAC will reimburse Subrecipient for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or \$\$5,022.00. Allowable costs must be: certified by H-GAC as correct and necessary, directly associated with performance of this Agreement, provisioned under the Scope of Work or other mutually executed Attachment, and properly submitted at the rates prescribed by state or federal regulations.

B. Increase Request

Any amount requested in excess of this maximum value, must be requested by Subrecipient in writing, and approved by H-GAC, prior to Subrecipient's reimbursement request. Approval or denial of an increase request is at the sole discretion of H-GAC.

C. Timely Submission Required

All requests must be timely submitted to H-GAC. During the Agreement performance period, an invoice or report submission is considered timely when it is received by close of business on the tenth calendar day of a month for the previous month's expenditures. No payment advances will be made by H-GAC. Untimely submissions by Subrecipient could result in a delay or rejection of reimbursement by H-GAC. An invoice or report from Subrecipient must be delivered to H-GAC each month, whether or not any expenses have occurred.

D. Progress Reports

To obtain reimbursement, quarterly Progress Report submissions is required of Subrecipient, as outlined under the separate Scope of Work.

E. Timely Processing

Reimbursement from H-GAC shall be processed monthly, within forty-five (45) days after the receipt of the Subrecipient's completed invoice with substantive supporting documentation.

F. Format of Request; Required Information

Subrecipient shall use the approved H-GAC Reimbursement Form or Report Form template, to provide substantive supporting documentation and request reimbursement, if a template is attached to this Agreement. If no templated form is attached, Subrecipient shall submit: 1) A detailed account of actual costs of the services provided, including number of hours and cost per hour, and 2) Information regarding any subcontracted service provider, including: name of agency, address of agency, name of owner/operator, and owner/operator credentials. Additionally, detailed information pertaining to: Personnel, Equipment, Travel, Contract Services, and Marketing, must be provided and certified by Subrecipient to obtain reimbursement from H-GAC.

ARTICLE 5: FINAL REPORTS

No later than thirty (30) days following the termination of this Agreement, the Subrecipient must submit to H-GAC a Report Form marked "Final". This final report shall notify H-GAC that no further reimbursement requests will be made against this Agreement.

H-GAC will notify Subrecipient of any corrections to amendment of or missing deliverables within 30 days of H-GAC's receipt. H-GAC will remit final payment after satisfactory completion of all contract conditions.

Upon completion of the Scope of Work, the Subrecipient will submit all materials specified as deliverables in the Scope of Work. Subrecipient shall furnish H-GAC with all computer files pertaining to the Scope of Work, that were not previously transmitted.

ARTICLE 6: PROGRESS REPORTS

Subrecipient shall submit quarterly progress reports documenting task-specific accomplishments, units of work performed, and program results achieved, as outlined in the Scope of Work of this Agreement.

A. Compliance

Subrecipient shall report its own internal legal efforts to ensure compliance with funding or administrative standards. Subrecipient is solely responsible for compliance, and any supplemental guidance produced or provided by H-GAC in no way absolves or diminishes Subrecipient liability. Any information provided by H-GAC should not be relied upon as a wholly exhaustive list of recommendations, provisions, or regulatory requirements.

B. Format of Report

Subrecipient shall use the approved H-GAC Progress Report form template, if a template is attached to this Agreement. If no templated form is attached, Subrecipient shall submit a Progress Report that must include: 1) A brief description of work accomplished for each task, 2) The percentage of

completion of the overall work project and each task, 3) Changes in the estimated value (budget) of each work task, 4) Special problems or delays encountered or anticipated, and 5) The anticipated work activities for the next work period.

C. Other Reports

Subrecipient shall submit other information as may be required by H-GAC, such as: contract closeout reports, special requested data, follow-up reports, or ad hoc reports and information on the operation and performance of this Agreement. H-GAC shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

D. Breach

Subrecipient's failure to comply with the requirements of this Article shall constitute a breach of this Agreement.

ARTICLE 7: STANDARDS OF PERFORMANCE

1. H-GAC shall employ the following standards to monitor performance. Subrecipient agrees to the following standards of performance during term of the Agreement:
 - A. *Timeliness of Work.* Standard: Work is provided on schedule.
 - B. *Quality of Work.* Standard: Work conforms to the requirements of the Agreement and is technically accurate.
 - C. *Subcontract Activities.* Standard: Subrecipient's subcontract or subgrant activities comply with all H-GAC Agreement requirements regarding subcontracts, including: competitive procurement methods for goods and services, use of required subcontract provisions, and monitoring performance of subcontractors and sub performing parties.
 - D. *Administrative and Financial Operations.* Standards: Subrecipient's administrative and financial operations comply with all obligations in law and in the contract especially record-keeping, reimbursement requests, audits, allowable costs, and restricted expenditures.
 - E. *Performance Measures.* H-GAC will monitor Subrecipient's performance and evaluate the level of compliance with the standards utilizing the following performance measures:
 - Satisfactory:* Subrecipient generally complied with the standard consistently; occasional deficiencies may have occurred which were corrected on a timely basis.
 - Unsatisfactory:* Significant deficiencies have occurred, or Subrecipient frequently or substantially failed to comply with the standard.
2. *Schedule of Remedies.* The following Schedule of Remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section.
 - A. Reject substandard performance and request corrections without charge to H-GAC.
 - B. Issue notice of substandard performance or other non-conforming act or omission.
 - C. Request and receive return of any over payments or inappropriate payments.
 - D. Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
 - E. Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
 - F. Reject reimbursement requested and withhold all or partial payments. Funds may be retained by H-GAC for recovery of administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.
 - G. Terminate the contract, demand and receive: return of all equipment purchased with contract funds, return of all unexpended funds, and repayment of expended funds.

If a H-GAC evaluation finds Subrecipient's performance to be substandard, H-GAC may provide its written evaluation report to other governmental entities at any time. H-GAC may also provide its written evaluation report to the public as authorized by law.
3. *Cumulative Remedies.* H-GAC may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from or caused by the Subrecipient

substandard performance or any non-conformity with the Agreement or the law. The remedies and sanctions available to H-GAC in this Agreement shall not limit the remedies available to Subrecipient under law. Should H-GAC require repayment from Subrecipient, failure to pay within 30 days of a formal demand, shall result in legal actions to recover such funds, other sanctions as set forth in these Special Provisions, and additional costs billable to Subrecipient, including allowable interest and attorney's fees.

ARTICLE 8: AUDIT

- A. The Subrecipient shall have an audit performed in accordance with the Single Audit requirements of the most recently adopted UGMS and 2 CFR Part 200, if applicable, for any of its fiscal years in which Subrecipient expends more than \$750,000 in state or federal financial assistance.
- B. The Subrecipient will provide H-GAC a copy of the single audit, including management letter and reporting package required by federal and state rules, within thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the audit period.
- C. H-GAC reserves the right to conduct, or cause to be conducted, an independent audit of all funds distributed under this Agreement. This independent audit may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by H-GAC. Such audit will be conducted in accordance with state law, regulations, policy, and generally accepted auditing standards of the auditing agency.
- D. The Subrecipient understands and agrees that the Subrecipient shall be liable to H-GAC for any costs disallowed or overpayment discovered as a result of audit or inspection of records kept by the Subrecipient, on work performed under this Agreement.
- E. The Subrecipient agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Agreement. Cooperation may include access to the premises for questioning employees or participants and to examine and/or photocopy any books, records, including participant records, papers, or other documents whatsoever.
- F. H-GAC shall provide technical assistance in correcting deficiencies noted. H-GAC may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.
- G. The Subrecipient shall furnish H-GAC with a copy of the annual audit report, to include data fully compliant with The American Institute of CPAs Statement of Position 89-6, dated August 11, 1989.

ARTICLE 9: AUTHORIZED REPRESENTATIVES

H-GAC will designate specific employees, authorized to discuss matters relating to this Agreement, or provide additional written guidance, clarification, or technical direction. "Technical direction" means information or specific instructions related to the operation of services and Scope of Work under this Agreement. Authorized representatives are identified in Attachment D to this agreement.

This Whole Agreement as written supersedes any and all prior oral and written agreements between the parties relating to matters herein, and cannot be modified by any representative, without the executed written memorialization of consent of the parties.

ARTICLE 10: COST PRINCIPLES: ACCOUNTING SYSTEMS

Subrecipient shall comply with applicable administrative requirements set forth in either the Office of Management and Budget's Uniform Administrative Requirements 2 CFR 200, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance) 48 CFR, Chapter I, Part 31, or the final rules promulgated by the Texas Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) Tex. Gov't Code § 783 whichever is applicable.

Subrecipient shall have an accounting system which accounts for costs in accordance with generally accepted accounting principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. Subrecipient shall account for costs related to this Agreement, in a manner consistent with such standards or principles.

ARTICLE 11: INSURANCE

H-GAC acknowledges that Subrecipient is governed by the Texas Tort Claims Act, which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of Subrecipient. The Subrecipient represents to H-GAC that it either has adequate General Liability and Property insurance policies in place or sufficient resources to self-insure for all claims for which it may be responsible under the Texas Tort Claims Act. The Subrecipient further represents to H-GAC that it either has workers' compensation insurance in the amount required by statute or is entitled to self-insure for workers' compensation coverage under the Texas law and has elected to do so.

ARTICLE 12: SUBCONTRACTS

Except as may be set forth in the Scope of Work, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of the agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

Should the Scope of Work allow subcontracting, Subrecipient acknowledges that H-GAC is not liable to any subcontractor(s) of the Subrecipient.

The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this agreement as if the performance rendered was performed by Subrecipient.

ARTICLE 13: PREVENTION OF FRAUD, ABUSE, AND CONFLICTS OF INTEREST

Subrecipient shall establish and implement reasonable internal procedures and management controls to prevent misuse of funds under this contract. Subrecipient agrees to report, in writing, to H-GAC any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of federal or state policies and procedures within 24 hours of discovery. Except as provided by law or court order, the parties to this agreement will ensure the confidentiality of all incident reports. Neither Subrecipient nor H-GAC will retaliate against any person filing an incident report. Any failure to comply with this Article will result in H-GAC utilizing the Schedule of Remedies as defined in this agreement.

Subrecipient shall take every reasonable course of action to maintain the integrity of the expenditure of public funds under this Agreement, avoiding favoritism and questionable or improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. Subrecipient and its executive staff and employees, shall avoid situations that could give the appearance that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.

ARTICLE 14: OWNERSHIP OF MATERIALS

Subrecipient shall report to H-GAC promptly in writing, any patent or copyright infringement notice or claim, related in any way to this Agreement or the performance thereof.

Under this Agreement, to the extent permitted by law, Subrecipient shall indemnify H-GAC and its officers, agents and employees against liability, including costs, for infringement of any

United States patent arising out of: the manufacture or delivery of supplies, the performance of services, the construction, alteration, modification, use, disposal or repair of real property, supplies, or construction work by or for H-GAC.

Pursuant to 2 CFR 200.315, in the case of any invention, any data, or any recorded information or media resulting from this Agreement in which Subrecipient retains title, H-GAC shall have an immediate, non-exclusive, nontransferable, worldwide, irrevocable, paid-up license to utilize and practice the subject invention. H-GAC's license shall include the rights to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of H-GAC.

ARTICLE 15: HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Subrecipient agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 16: PERMITS AND APPROVALS

The Subrecipient shall obtain applicable drawing and specification approvals and permits from government authorities and governing bodies as may be required for the design and completion of the work under this agreement as identified in the Attachment C to this agreement. All changes that may be required to the specifications or drawings, or actions necessary to obtain governmental approval, are within the scope of this Agreement.

Subrecipient shall obtain and pay for all construction permits and licenses, including charges of utility owners for connections to the work, and capital costs related thereto, such as plant investment fees.

ARTICLE 17: PERSONNEL

Subrecipient shall employ qualified staff members, including a Project Manager, who shall be responsible for the task administration and work performance. In the event the original Project Manager is no longer available to this project, a substitution of like personnel with similar qualifications can be made after obtaining prior written approval of H-GAC.

Subrecipient shall ensure that any personnel or skilled labors involved in the completion of that Scope of Work, including design, architectural, structural, mechanical, electrical, civil, or other engineering roles, is properly licensed and registered to practice in the State of Texas.

ARTICLE 18: ACKNOWLEDGEMENT OF FUNDING SOURCE

The Subrecipient shall give credit to H-GAC and appropriate state or federal funding agency, as the funding source in all oral presentations, written documents, publicity, news media, and advertisements regarding any of the Subrecipient's activities which arise from this Agreement. Reports, webpages, or any other documents or materials completed by Subrecipient as part of this Agreement shall be submitted, in advance of publishing, to H-GAC's authorized representative for approval.

ATTACHMENT A
Scope of Work
Fort Bend County

Project Description: Fort Bend County will be using grant funds to purchase a bulb eater for use at the Fort Bend County Recycle Center. The bulb eater will allow the County to more safely and efficiently collect fluorescent bulbs for recycling.

Task I: Participate in Mandatory Grants Administration Workshop

Activity and/or Deliverable – A Mandatory Grants Administration Workshop will be hosted by H-GAC on for FY21 Solid Waste Implementation Grant program and financial staff. Both program and financial representatives are required to participate.

Schedule of Activity and/or Deliverable (in weeks or months) – 1 month.

Task II: Purchase Bulb Eater

Activity and/or Deliverable – Purchase and put to use the bulb eater. Make sure to follow all county procurement procedures.

Schedule of Activity and/or Deliverable (in weeks or months) – 1-10 months.

Task III: Progress Reporting

Activity and/or Deliverable – Progress Reports will be submitted to H-GAC. H-GAC will provide the appropriate reporting forms. Forms must be submitted even if there is no activity to report. Follow-up report will be submitted at a later date to be determined.

- Due dates for Progress Reports

December 10, 2020 (September – November)

March 10, 2021 (December – February)

June 10, 2021 (March – May)

July 30, 2021 (June)

Follow Up Report – September 2022

Schedule of Activity and/or Deliverable (in weeks or months) – As scheduled above. If the due date falls on a weekend or holiday the report is due the following business day.

Task IV: Financial Reporting

Activity and/or Deliverable - Financial reporting with appropriate documentation will be submitted monthly to H-GAC for reimbursement. H-GAC will provide the appropriate financial forms. Forms must be submitted even if no reimbursement is requested.

Schedule of Activity and/or Deliverable (in weeks or months) – Monthly on the 10th. Preliminary final reimbursement request is also due on the 10th while the official final reimbursement request is due 30 days after grant termination. If the 10th day of the month falls on a weekend or holiday the report is due the following business day.

Task V: Additional Reporting

Activity and/or Deliverable – The County will respond to surveys and/or other requests from H-GAC or TCEQ for information on municipal solid waste management activities.

Schedule of Activity and/or Deliverable (in weeks or months) – As requested.

DocuSign
Signature

ATTACHMENT B
Contract Budget
Fort Bend County

GRANT BUDGET SUMMARY	
Budget Categories	H-GAC Solid Waste Grant Funding
1. Personnel (Salary)	\$0.00
2. Fringe Benefits	\$0.00
3. Travel	\$0.00
4. Supplies (unit cost of less than \$1,000)	\$0.00
5. Equipment (unit cost of \$1000 or more)	\$5,022.00
6. Construction	\$0.00
7. Contractual (other than for construction)	\$0.00
8. Other	\$0.00
9. Indirect charges	\$0.00
TOTAL	\$5,022.00

10. Fringe Benefit Rate:	0%
11. Indirect Cost Rate:	0.000%

1. Personnel (Salary)					
Position	Function	Status (FT/PT) perm/temp	Monthly Salary	Time (%FTE)	Salary Funded
			\$0.00	0%	\$0.00
			\$0.00	0%	\$0.00
			\$0.00	0%	\$0.00
			\$0.00	0%	\$0.00
			\$0.00	0%	\$0.00

3. Travel		
Position	Purpose of travel	Travel Funded
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

4. Supplies	
Type of Supplies	Supplies Funded
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

5. Equipment					
Equipment	Purpose	Model	Unit Cost	No. of Units	Equipment Funded
Bulb Eater 3L (120v) Machine	safely and efficiently manage fluorescent bulbs		\$5,022.00	1	\$5,022.00
			\$0.00	0	\$0.00
			\$0.00	0	\$0.00
			\$0.00	0	\$0.00
			\$0.00	0	\$0.00

6. Construction		
Type of Construction	Sub-Contracted (Y/N)	Construction Funded
		\$0.00
		\$0.00

7. Contractual		
Contractor	Purpose	Contract Funded
		\$0.00
		\$0.00
		\$0.00

8. Other				
Type Other	Description	Other Funded		
Postage / Delivery				\$0.00
Postage / Delivery				\$0.00
Utilities				\$0.00
Printing / Reproduction				\$0.00
Signage				\$0.00
Record Storage				\$0.00
Office Space				\$0.00
Basic Office Furnishings				\$0.00
Equipment Rentals				\$0.00
Books / Subscriptions				\$0.00
Repair / Maintenance				\$0.00
Legal Services				\$0.00
Temporary Services				\$0.00
	Description	Unit Cost	No. of Units	Other / Eqmt. Funded
Recycling Bins		\$0.00		\$0.00
Recycling Bins		\$0.00		\$0.00
Recycling Bins		\$0.00		\$0.00
Personal Protective Equipment		\$0.00		\$0.00
Personal Protective Equipment		\$0.00		\$0.00
Personal Protective Equipment		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
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Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Additional other		\$0.00		\$0.00
Additional other		\$0.00		\$0.00
Additional other		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00

\$5,022.00

SUPPLEMENTAL FUNDING STANDARDS

In addition to the standards set forth in applicable laws and regulations, as well as the category-specific funding limitations, the standards outlined below apply to all uses of the FY 2020/2021 solid waste grant funds.

1. **Payment of Fees.** Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.
2. **Municipal Solid Waste-Related Programs Only.** Funds may not be used for programs dealing with wastes that are not considered MSW, including programs dealing with industrial or hazardous wastes.
3. **Activities Related to the Disposal of Municipal Solid Waste.** Except as may be specifically authorized under an eligible project category, funds may not be used for activities related to the disposal of MSW. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of MSW. This provision does not apply to activities specifically included under an authorized project category.
4. **Projects Requiring a TCEQ Permit.** Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of bio-solids for beneficial use. The applicant and/or H-GAC will request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.
5. **Projects Requiring TCEQ Registration.** Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be finally received before that project can be selected for funding.
6. **Projects that Create a Competitive Advantage Over Private Industry.** In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term “private industry” includes non-profit entities.

7. **Supplanting Existing Funds.** Funds may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same, were active at the time of the grant application and were funded from a source other than a previous solid waste grant, are not eligible for grant funding.
8. **Land Acquisition Costs.** Funds may not be used to acquire land or an interest in land.
9. **Real Property and Equipment.** In accordance with §361.014(b) of the Texas Health and Safety Code, the use of real property and equipment funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term “private industry” includes non-profit entities.
10. **State Contracts.** Funds may not be provided through an implementation project grant or subcontract to any public or private entity that is barred from participating in state contracts by the Texas Comptroller of Public Accounts, under the provisions of §2155.077, Government Code.
11. **Safety and Protection.** Where applicable, the CONTRACTOR shall be responsible for requiring subcontractors and subgrantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary safety precautions.
12. **Intended Purpose.** All equipment and facilities purchased or constructed with funds provided under this program shall be used for the purposes intended in the funding agreement.
13. **Consistency with Regional Solid Waste Management Plan.** A project or service funded under this program must be consistent with H-GAC’s approved regional solid waste management plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
14. **Lobbyists.** Funds may not be used for employment or contracts for services of a lobbyist or for dues to an organization that employs or otherwise contracts for the services of a lobbyist.
15. **Enforcement Actions.** Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
16. **Penalties.** Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

CATEGORY-SPECIFIC FUNDING LIMITATIONS

The following project categories are eligible for funding. Under each category heading is a brief description of the purpose of that category, as well as special requirements pertaining to that project category.

Category 1. Local Enforcement

This category consists of projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, grant recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes through administration of a manifesting system; and educate the public on illegal dumping laws and regulations. Funding limitations applicable to this category include:

- As provided by the General Appropriations Act (85th Leg. R.S.), funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
- When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.
- Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this program may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.
- Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
- Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
- Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.
- Grant funds may not be used for either the cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups.
- Funds may not be used for purchase of weapons, ammunition, and/or HazMat gear.

Category 2. Litter and Illegal Dumping Cleanup and Community Collection Events

Litter and illegal dumping cleanup may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Projects under this category may support Lake and River Cleanup events, conducted in conjunction with the TCEQ's and Keep Texas Beautiful's Lake and River Cleanup program. Eligible expenses include waste removal, recycling of removed materials, fencing and barriers, and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials collected through these efforts, to the extent feasible. Cleanup of hazardous waste will not be eligible for funding.

Periodic community collection events to provide for collection of residential waste materials for which there is not a readily available collection alternative may also be funded. This type of project may not include regular solid waste collection efforts, such as weekly waste collection. Funds may not be used for the disposal of collected wastes.

Funding limitations applicable to this category include:

- Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.
- Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or H-GAC. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or H-GAC must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.
- The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.
- The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.
- All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this program.
- All materials cleaned up using funds provided under this program must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, H-GAC will consider withholding at least ten percent (10%) of the reimbursements under an implementation project grant or subcontract, until

documentation is provided that the cleanup work has been completed and the materials properly managed.

- Funded community collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items (eg: large appliances and electronics) that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

Category 3. Source Reduction and Recycling

This category may include projects that are intended to provide a direct and measurable effect on reducing the amount of MSW going into landfills, by diverting materials from the MSW disposal stream for recycling or reuse, or by reducing waste generation at the source. Funded activities may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling.

Funding limitations applicable to this category include:

- Any program or project funded under this program with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Category 4. Local Solid Waste Management Plans

This category includes projects to develop and/or amend local solid waste management plans by local governments, in accordance with Subchapter D, Chapter 363, Texas Health & Safety Code, as implemented by state rule, Subchapter O, 30 TAC Chapter 330. In selecting a local solid waste management plan project for funding, H-GAC shall ensure that at least one year is available for the completion and adoption of the local plan.

Funding limitations applicable to this category include:

- All local solid waste management plans funded under this program must be consistent with H-GAC regional solid waste management plan and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by the TCEQ.

Category 5. Citizens' Collection Stations and "Small" Registered Transfer Stations

Funds may be used for projects to construct and equip citizens' collection stations, as these facilities are defined under 30 TAC §330.3, TCEQ Regulations. Projects funded for these types of facilities shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. The following MSW facilities may qualify on a case by case basis for funding:

- Notification tier municipal solid waste transfer stations that qualify under 30 TAC 330.11(g).
- Registered municipal solid waste transfer stations that qualify under 30 TAC 330.9(b)(1) through (3), or (f).
- Notification tier citizens' collection stations that qualify under 30 TAC 330.11(e)(1).
- Exempt local government recycling facilities as provided for under 30 TAC 328.4(a)(1).
- Notification tier recycling facilities that qualify under 30 TAC 330.11(e)(2).
- Notification tier composting facilities which qualify under 30 TAC 332.21 – 332.23.
- Notification tier liquid waste temporary storage facilities which qualify under 30 TAC 330.11(e)(5).
- Liquid waste transfer stations which qualify for registration in 30 TAC 330.9(g) and (o).
- Notification tier used oil collection facilities which qualify under 30 TAC 324.7(1) or (3).

Category 6. Household Hazardous Waste (HHW)

This category includes projects that provide a means for the collection, recycling, reuse, and/or proper disposal of HHW, including household chemicals, used oil and oil filters, antifreeze, lead-acid batteries, and other materials. This category does not include programs and facilities for collecting, recycling, or disposing of scrap tires, except as may be an ancillary part of the overall program or facility. Funded activities can include: collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities, and education and public awareness programs.

Funding limitations applicable to this category include:

- All HHW collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.
- First-time applicants may request funds for disposal costs. Second and subsequent year requests will be considered at the discretion of the Solid Waste Management Committee (SWMC).

Category 7. Technical Studies

This category includes projects for the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions, to assist in making solid waste management decisions at the local or regional level. Projects under this category may also include research and investigations to determine the location, boundaries, and contents of closed municipal solid waste landfills and sites, and to assess possible risks to human health or the environment associated with those landfills and sites.

Funding limitations applicable to this category include:

- All technical studies funded under this program must be consistent with H-GAC's regional solid waste management plan, and prepared in accordance with guidelines provided by the TCEQ.

Category 8. Educational and Training Projects

This category is intended for educational projects or training events dealing with a variety of MSW management topics. This category does not include the educational components of projects funded under the other categories.

Funding limitations applicable to this category include:

- Educational and training programs and projects funded under this program must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

Category 9. Other Types of Projects

Other types of projects, not specifically prohibited from funding under the more detailed funding standards and restrictions, may be considered by H-GAC on a case-by-case basis.

Authorized Representatives

- A. H-GAC hereby designates the person in Exhibit 1, Project Representative, as the individual authorized to give direction to the CONTRACTOR for the purposes of this Agreement. The H-GAC Project Representative shall not be deemed to have authority to bind H-GAC in Agreement unless the EXECUTIVE DIRECTOR of H-GAC has delegated such authority.
- B. Immediately upon receiving the Purchase Order or Notice of Award, the CONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from H-GAC, to manage the work being performed, and to act on behalf of the CONTRACTOR. The CONTRACTOR Project Representative shall be deemed to have authority to bind the CONTRACTOR in Agreement unless the CONTRACTOR, in writing, specifically limits or denies such authority to the CONTRACTOR Project Representative.
- C. Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.
- D. The CONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with H-GAC.

Exhibit 1

H-GAC hereby designates the individuals named below as the person authorized to receive direction from the TCEQ, to manage the work being performed, and to act on behalf of H-GAC as a Project Representative:

Primary: Cheryl Mergo
Manager
Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227-2777
TEL – 713-993-4520
FAX – 713-993-4503
Email address: cheryl.mergo@h-gac.com

Solid Waste Grant Application

General Information

Application Information

Application ID

100185

Entity

Fort Bend County

Department/Division

Engineering

Eligible Entities

Entity Category

County

Primary Project Contact Information

First Name

Ike

Last Name

Akinwande

TitleAssistant County
Engineer-
Projects**Phone Number**

281-633-7506

Email Address

Ike.Akinwande@fortbendcountytexas.gov

Address301 Jackson St
Richmond, TX
77469**County**

Fort Bend

Primary Financial Contact Information

First Name

Ed

Last Name

Sturdivant

Title

County Auditor

Phone Number

281-341-3760

Email Address

Ed.Sturdivant@fortbendcountytexas.gov

Address301 Jackson St
Richmond, TX
77469**County**

Fort Bend

Grant/Project Information

Project Title

Bulb Eater

Brief Project Description

Fort Bend County wishes to acquire a bulb eater so as to eliminate more of its global footprint by reducing the amount of boxes purchased (trees) to package fluorescent bulbs as well as better capture the mercury from these bulbs. This piece of equipment will increase our operating space as well as create a safer working environment for our employees.

Grant Category

Household Hazardous Waste Management

Population Served by this Project

Fort Bend County

Personnel, Fringe, & Indirect Budget

Personnel Budget Narrative

not applicable.

Fringe Benefits Budget Narrative

not applicable.

Travel Budget

Travel Budget Narrative

not applicable.

Supplies Budget

Supplies Budget Narrative

not applicable.

Equipment Budget

Equipment
Budget Line Item
#1

Description

Bulb Eater 3L (120v)
Machine

Purpose

Capture mercury and
reduce carbon foot
print by eliminating
cardboard from being
used.

Make/Model

333-100-120

Quantity

1

Equipment Amount
Requested

\$5,022.00

Equipment Budget Narrative

Fort Bend County is always trying to improve its recycling program through improving processes or using equipment. It is our belief that the Bulb Eater Equipment will improve the safety of our area for employees and visiting residents.

Construction Budget

Construction Budget Narrative

not applicable.

Contractual Budget

Contractual Budget Narrative

not applicable.

Other Budget

Other Budget Narrative

not applicable.

Total Funding Request

Budget Summary

Below is a summary of the budget items you have added for this application.

Category	Total Amount Requested
Personnel Budget (Includes Indirect & Fringe Benefits)	\$0
Travel Budget	\$0
Supplies Budget	\$0
Equipment Budget	\$5022
Construction Budget	\$0
Contractual Budget	\$0
Other Budget	\$0

Total Amount Requested

\$5022

Requested Funding

Total Grant Amount Requested	Applicant's Match/In-Kind	Total Project Budget
\$5,022.00	\$0.00	\$5,022.00

Project Merits and Needs

Up to 45 Points Total

Need for Project (20 Points)

Recycling is much easier if you live in certain size cities. You make sure to sort out your waste, place all of your recyclables into one bin on a certain day, you take it to the curb, it gets picked up and you typically don't think anything else about it. And then you pat yourself on the back..."Job well done!". In a rural community, such as

many cities within Fort Bend, recycling is more challenging. Due to distance from markets, volume and geographic restraints, most private haulers are unable to provide curbside recycling services to rural communities. Fort Bend implemented its recycling drop-off several years ago and uses in-house staff for pickups throughout the county.

We are wanting to do more. The addition of a bulb eater will be used to capture mercury from CFL's and reduce the Fort Bend County carbon footprint from purchasing supplies.

Objective (5 Points)

The Fort Bend County Recycle Center provides a regional center for general and HHW recycling for Fort Bend County residents. We are committed to protecting the environment by promoting recycling, reducing/reusing in order to ensure a safe and healthy community for current and future generations by diverting waste from landfills.

Project Feasibility (10 Points)

Fort Bend County took steps to begin the currently functioning recycling program. We have been cost-conscious and strategic in expanding our capability to recycle with great efficiency and capacity. Fort Bend has been

able to obtain equipment throughout the program and maintain a staff in alignment with the amount of service provided to county residents. However, the requested equipment through the grant from HGAC will take this program a step further.

Outreach and Education (10 Points)

Fort Bend plans to promote and educate the community on the recycling program in several ways. Fort Bend plans to utilize its website to educate residents.

In addition, we are partnering with the City of Sugarland to have interactive recycling education performances at our local elementary schools, and produce and distribute recycling educational videos.

Local Resources and Commitments

Up to 25 Points Total

Ability to Sustain Project (15 Points)

Fort Bend County has a long history of recycling. We have managed to keep the program going through prudent fiscal responsibility and an amazing staff that believes in the vision of recycling. Our partnership with City of Sugarland for the educational component helps us in an area where we do not have the current resources. The equipment that we plan to purchase will have benefits for our staff and customers. Our customers will see an innovative way to recycle bulbs, and the bulb eater will reduce the amount of packaging that is normally required to get the bulbs recycled by a vendor. And additionally, all equipment will be properly maintained and stored in accordance with the manufacturer's standards. They will be used within the manufacturer's recommendations to ensure the long life of the equipment.

Matching Funds or In-Kind Services (5 Points)

While Fort Bend is not contributing any matching funds, we do plan to utilize in house staff to operate the equipment.

Partnerships (5 Points)

We are partnering with the City of Sugarland to provide educational outreach.

Project Evaluation

Up to 30 Points Total

Economic Viability (15 Points)

With the use of the bulb eater, we would be able to reduce the cost of materials by reducing the number of boxes used for packaging and the number of times materials are shipped to a vendor. This will save taxpayer dollars and reduce the number of materials sent to landfills.

Anticipated Effectiveness (10 Points)

Our hope is that the educational aspect could lead to more community involvement in the recycling program and increased recycling rates. Fort Bend is anticipating that the educational program and new equipment will have an immediate impact both financially and environmentally, and could lead to more innovation and an increase in recycling from our customers.

Measures of Success (5 Points)

Fort Bend plans to measure the success of items requested for grant support by employee satisfaction surveys, feedback from participants of our partnered educational program, and evaluation of increased recycling rates/decreased overall financial cost related to bulb recycling.

Additional Program Information

General Information

What type of HHW collection are you requesting funds for?

Permanent

Contractor Information

Who is the contractor?

not applicable.

What is the estimated cost for the contractor?

not applicable.

What procurement method did you utilize?

not applicable.

Materials to be Collected

Educational Component

**What materials are being collected?
(HHW only or others? Please list
others.)**

not applicable.

**What are the estimated costs for
processing the materials collected?**

not applicable.

Who is covering the costs?

not applicable.

**What is the estimated cost for
disposal of the materials collected?**

not applicable.

**Are materials going to be recycled? If
so, where and which items?**

not applicable.

**Is reuse of materials planned where
appropriate? If so, give specifics.**

not applicable.

One-Day and Mobile Event Information

**What are the locations where
collection will occur?**

not applicable.

How many events are planned?

not applicable.

How often will events be held?

not applicable.

**What educational items will you be
purchasing?**

not applicable.

**What is the specific purpose and
message of the educational items?**

not applicable.

**Describe your distribution plan of the
items.**

not applicable.

Advertising/Promotion

**Please describe all
advertising/promotion you have
planned for your program.**

not applicable.

Partnerships

**Please indicate all partnerships you
will be utilizing for your program.**

not applicable.

Permanent Facility Information

**Are you requesting funds for a new
facility or for modification of an
existing facility?**

N/A

**What is the location/address of the
facility?**

not applicable.

What are the hours of operation?

not applicable.

What are the planned hours of collection/operation?

not applicable.

Have you had HHW collection events in the past? If yes, provide information on when or how often.

not applicable.

Who can use the facility?

not applicable.

Will the facility be manned or unmanned?

Manned

Is there a cost to users?

not applicable.

What is the estimated frequency of users?

not applicable.

What signage will you be using to either direct users to the facility or to guide them in proper usage of the facility?

not applicable.

Equipment

If you are requesting funds to purchase equipment, what will the equipment be used for?

Capture and containment of mercury vapors.

How often will the equipment be used?

Daily.

Do you have adequate space to store the equipment?

Yes

Will the equipment be used for solid waste purposes 100% of the time?

Yes

Regional SWMP

Evaluation of Consistency with the Regional Solid Waste Management Plan Goal #1

Goal #1: Does this project promote services and technical assistance support of local and regional solid waste management planning?

No

Evaluation of Consistency with the Regional Solid Waste Management Plan Goal #3

Goal #3: Does this project promote the options for reduction and recycling of waste disposal in municipal solid waste management facilities?

Yes

Objectives Met

Objective 3C: Target waste reduction activities to certain components of the waste stream that may pose a special risk or problem.

Private Industry

Evaluation of Consistency with the Regional Solid Waste Management Plan Goal #2

Goal #2: Does this project promote the planning for adequate municipal solid waste disposal, handling, and management facilities?

No

Private Industry #1

Private Service Providers Contacted

We did not find any other entities which provide a similar service related to bulb eaters.

First Name

not applicable

Last Name

not applicable

Title

not applicable

Date Notified

not applicable

Method of Contact

not applicable

Discussion Summary

not applicable

Similar Programs

Similar Program #1

Entity

Not applicable.

Contact First Name

Not applicable.

Contact Last Name

Not applicable.

Date of Contact

Not applicable.

Summary

Not applicable.

Application Agreement & Signature

The Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.

Name

K.P. George

Title

County Judge