

# H-GAC

Houston-Galveston Area Council

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

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**Subrecipient Agreement - Subrecipient - Fort Bend County - Community and Environmental - ID: 12149**

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## 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 Mar 01 2024 and ends Jun 30 2025. 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 often (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: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN  
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020  
AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 26: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for

Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

#### **ARTICLE 27: 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 28: INDEMNIFICATION AND RECOVERY**

To the extent permitted by law, H-GAC shall indemnify and hold Subrecipient harmless against any and all claims, demands, damages, liabilities, and costs incurred by Subrecipient which directly or indirectly result from, or arise in connection with, any negligent act or omission of H-GAC, its agents, or employees, pertaining to its activities and obligations under this Agreement.

Subrecipient shall indemnify and hold H-GAC, its officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly result from, or arise in connection with, any negligent act or omission of Subrecipient, its agents, or employees pertaining to its activities and obligations under this Agreement.

In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings; or other incidental special or consequential damages to the full extent such use may be disclaimed by law during the period of this contract and its related procurements. If Subrecipient performs an act knowing or having reason to know that it is contrary to any law or regulation, the Subrecipient shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting from that act.

#### **ARTICLE 29: 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 30: 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 31: 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 32: 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 33: 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.

#### **ARTICLE 34: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)**

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration ([www.SAM.gov](http://www.SAM.gov)) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

#### **ARTICLE 36: PUBLIC INFORMATION ACT**

H-GAC and the Subrecipient understand and agree that H-GAC is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). H-GAC must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, the Subrecipient may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED


“CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET”. H-GAC will make reasonable efforts to provide the Subrecipient notice in accordance with the Act in the event H-GAC receives a request for information under the Act for information that the Subrecipient has marked as indicated above.



**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  DocuSigned by:  
F546587DD2BD433...

Name KP George

Title County Judge

Date 4/16/2024

**H-GAC**

Signature  DocuSigned by:  
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 4/17/2024

# H-GAC

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

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Subrecipient Agreement - Subrecipient - Fort Bend County - Community and Environmental - ID:  
12149 ID 12149

## 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. Neither the TCEQ nor the State of Texas is a party to this Contract. By accepting this agreement, the Subrecipient certifies that it is not delinquent in payment of solid waste disposal fees owed to the State of Texas, if applicable.

### **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 \$34,000.00. 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.

*G. Additional Approvals Required:*

Subrecipient shall notify and receive prior written approval from H-GAC, providing specific details of an expense or purchase, for any expenses not already authorized under this agreement. This may include:

- a) Changes in personnel whose salaries will be funded under the sub-grant.
- b) Out-of-state travel and special out-of-region travel to training events and conferences. Prior to authorizing any out-of-state travel by a Subrecipient, H-GAC shall obtain written approval from the TCEQ to provide such authorization.
- c) Equipment, construction, or contractual expenses.
- d) "Other" category expenses, not specifically authorized in the Subrecipient agreement.

## **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 Texas Grant Management Standards (TxGMS) 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.

In addition to the above, this agreement incorporates the standards set forth in the "Texas Grants Management Standards (TxGMS), relating to title to and management of real property and equipment. Additional information can be found at: <https://comptroller.texas.gov/purchasing/grant-management/>.

#### **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.

#### **ARTICLE 19: HEALTH, SAFETY, AND PROTECTION**

The Subrecipient shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Subrecipient shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Subrecipient.

Subrecipient shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Subrecipient agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Subrecipient's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

#### **ARTICLE 20: ENVIRONMENTAL PROTECTION & HAZARDOUS WASTE**

Subrecipient shall not, and shall not permit any of its Subsidiaries to, directly or indirectly (a) use (or permit any tenant to use) any of their respective properties or assets for the handling, processing, storage, transportation, or disposal of any Hazardous Material, (b) generate any Hazardous Material in violation of Environmental Laws, (c) conduct any activity that is likely to cause a Release or threatened Release of any Hazardous Material in violation of Environmental Laws, or (d) otherwise conduct any activity or use any of their respective Properties or assets in any manner that is likely to violate any Environmental Law or create any Environmental Liabilities for which Subrecipient or any of its Subsidiaries would be responsible.

#### **ARTICLE 21: INFORMATION RESOURCES SECURITY POLICY**

Subrecipient shall maintain a written information security policy, which at minimum:

- 1) ensures that all Subrecipient's employees and Subrecipient's subcontractor's employees shall complete a cybersecurity training program certified under section 2054.519 of the Texas Government Code. Such training must occur during the contract term and renewal period. Subrecipient shall provide Houston-Galveston Area Council acronym with verification of required training upon completion and Houston-Galveston Area Council acronym's request;
- 2) provides regular training of all Subrecipient's employees and Subrecipient's subcontractor's employees on applicable and up to date security procedures and techniques;
- 3) requires that Subrecipient and Subrecipient subcontractors maintain privacy policies that protect private data as prescribed by applicable state, local, federal privacy laws and regulations; and,
- 4) requires that Subrecipient and Subrecipient's subcontractors utilize adequate safeguards to address any security vulnerabilities.

Upon request, Subrecipient shall provide Houston-Galveston Area Council acronym with a copy of Subrecipient and Subrecipient's subcontractor's written information security policies.

#### **ARTICLE 22: ACCESS AND PROTECTIONS OF Houston-Galveston Area Council acronym INFORMATION RESOURCES, DATA, AND CREDENTIALS**

Subrecipient is responsible for, must protect, and shall provide adequate safeguards against any unauthorized use, modification, or disclosure of Houston-Galveston Area Council acronym information resources, data, and credentials. Subrecipient and Subrecipient subcontractors shall stay up to date and aware of current, ongoing, and potential telecommunications security risks in Subrecipient and Subrecipient subcontractors given environment(s) and must always consider information sensitivity and transmission security issues when selecting a communications medium.



Subrecipient and Subrecipient subcontractors are required to utilize up-to-date and adequate anti-virus or malware protection software for all systems and devices used to access Houston-Galveston Area Council acronym information resources, data, and credentials. Subrecipient is responsible for any incident arising from improperly protected Houston-Galveston Area Council acronym information resources, data, and credentials.

**ARTICLE 23: SECURITY BREACH**

Subrecipient shall notify Houston-Galveston Area Council acronym within 24 (twenty-four) hours of Subrecipient's discovery of a security incident, breach, or unauthorized use, modification, or disclosure of Houston-Galveston Area Council acronym information resources, data, or credentials. Hereinafter, such an event will be referred to as a "security breach" in this section. Upon immediate discovery of security breach, Subrecipient will coordinate with Houston-Galveston Area Council acronym to determine and implement an adequate and timely action plan to mitigate security breach and resolve any issues resulting from security breach. Subrecipient shall bear all associated costs for any security breach caused by the negligence or willful misconduct of the Subrecipient and Subrecipient's subcontractors.

**ATTACHMENT A**  
**Scope of Work**  
**Fort Bend County**

**Project Description:** Fort Bend County will be purchasing two trailers and six illegal dumping surveillance cameras to improve their illegal dumping enforcement and cleanup programs.

**Task I: Participate in Mandatory Grants Administration Workshop**

**Activity and/or Deliverable** – A Mandatory Grants Administration Workshop will be hosted by H-GAC for FY24 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 Surveillance Cameras and Trailers**

**Activity and/or Deliverable** – Purchase and begin using the trailers and illegal dumping surveillance cameras. 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

**June 10, 2024 (March – May)**  
**September 10, 2024 (June – August)**  
**December 10, 2024 (September – November)**  
**March 10, 2025 (December – February)**  
**June 10, 2025 (March – May)**  
**July 30, 2025 (June)**  
**Follow Up Report – August 2026**

**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 10<sup>th</sup>. Preliminary final reimbursement request is also due on the 10<sup>th</sup> while the official final reimbursement request is due 30 days after grant termination. If the 10<sup>th</sup> 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.

**ATTACHMENT B**  
**Contract Budget**  
**Fort Bend County**

<b>GRANT BUDGET SUMMARY</b>	
<b>Budget Categories</b>	<b>H-GAC Solid Waste Grant Funding</b>
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)	\$13,000.00
6. Construction	\$0.00
7. Contractual (other than for construction)	\$0.00
8. Other	\$21,000.00
<b>TOTAL</b>	<b>\$34,000.00</b>

10. Fringe Benefit Rate:	0%
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<b>1. Personnel (Salary)</b>					
<b>Position</b>	<b>Function</b>	<b>Status (FT/PT) perm/temp</b>	<b>Monthly Salary</b>	<b>Time (%FTE)</b>	<b>Salary Funded</b>
			\$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

<b>3. Travel</b>		
<b>Position</b>	<b>Purpose of travel</b>	<b>Travel Funded</b>
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

<b>4. Supplies</b>	
<b>Type of Supplies</b>	<b>Supplies Funded</b>
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

5. Equipment						
Equipment	Purpose		Model	Unit Cost	No. of Units	Equipment Funded
Landscape trailers	collect illegally dumped items			\$6,500.00	2	\$13,000.00
				\$0.00	0	\$0.00
				\$0.00	0	\$0.00
				\$0.00	0	\$0.00
				\$0.00	0	\$0.00

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

<b>7. Contractual</b>		
<b>Contractor</b>	<b>Purpose</b>	<b>Contract Funded</b>

		\$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
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
Additional other		\$0.00		\$0.00
Additional other		\$0.00		\$0.00
Additional other		\$0.00		\$0.00
Other Equipment (<\$5,000)	Video surveillance cameras	\$3,500.00	6	\$21,000.00
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

\$34,000.00

**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 2024/2025 solid waste grant funds.

1. **Texas Grant Management Standards.** The provisions of the Texas Grant Management Standards (TxGMS) issued by the Texas Comptroller of Public Accounts apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. **Procurement of Goods and Services.** Recipients of funds under this Contract, including H-GAC, implementation project grant recipients, and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. **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.
4. **Land Acquisition Costs.** Funds may not be used to acquire land or an interest in land.
5. **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.
6. **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.
7. **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 HGAC will request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

8. **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.

9. **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.

10. **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.

11. **Food/Entertainment Expenses.** Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.

12. **Use of Alcoholic Beverages.** Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. None of these funds may be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.

13. **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 §2355.077, Government Code.

14. **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 for the life of the equipment.

15. **Consistency with Regional Solid Waste Management Plan.** A project or service funded under this program must be consistent with HGAC’s approved regional solid waste management plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.

16. **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.

17. **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.

18. **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:

- 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 Texas Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules. If compliance with TCLEOSE rules is still pending, attach a certification from TCLEOSE to indicate that the agency is in the process of achieving compliance with the 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 to purchase ammunition, firearms, 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. 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:

- Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or HGAC. Funds may not be provided

directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or HGAC 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 and/or 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 Rules, and 30 TAC Chapter 350, TCEQ's Risk Reduction Rules, 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, HGAC 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 (e.g.: 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.
- Any revenues realized from recycling efforts funded through this program by a grant recipient must be placed back into the respective solid waste management program and may not be placed into a funded entities general revenue fund. Any monies realized must be used to promote sustainability of the funded program.

#### **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 Chapter 363, Texas Health & Safety Code, as implemented by state rule, 30 TAC Chapter 330. In selecting a local solid waste management plan project for funding, HGAC 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 HGAC's 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 design, construct, and equip the facilities identified below. Other registered or permitted facilities may receive funding upon prior authorization from TCEQ on a case-by-case basis. The costs associated with operating these types of facilities will not be funded. However, eligible facilities which do not charge customers for services rendered qualify to pursue implementation project funding under this agreement to cover facility upgrades and periodic maintenance costs associated with the free services provided. 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. Any revenues realized by entities funded through this program should be used in support of the entity's solid waste program and may not be redirected to an entity's general revenue fund.

The following MSW facilities qualify to pursue funding:

- Notification tier municipal solid waste transfer stations that qualify under 30 TAC 330.11(e).
- 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 composting facilities which qualify under 30 TAC 332.21 – 332.23.
- Liquid waste transfer stations which qualify for registration in 30 TAC 330.9(g) and (l).

- Registration 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.
- All HHW events must meet the requirements of 30 TAC 335, Subchapter N, and must be coordinated through the TCEQ/External Relations Division. Additionally, the TCEQ Used Oil Program regulates the handling – including transportation – of used oil and oil filters. HHW collections should be aware of registration requirements when selecting vendors or running a collection program themselves.
- All HHW collection event activities must be conducted under an operational plan which meets the requirements of 30 TAC 335.405(a), to be maintained onsite, which addresses collection, ingress and egress, storage, training, transportation, recycling, and disposal.
- Designated HHW “operator” must submit to the TCEQ HHW Program a 45 Day Notice which meets the requirements of 30 TAC 335.403(b). The operator must also report to the HHW program by April 1st of the following year on the amount of material received under the collection.
- 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 HGAC's regional solid waste management plan and prepared in accordance with guidelines provided by the TCEQ.

**Category 8. Educational and Training Projects**

Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. Funds can also be used for "stand-alone" educational projects dealing with a variety of solid waste management topics. Projects can include funding for information-exchange activities.

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.

**AUTHORIZED REPRESENTATIVES**

1. 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.
2. 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.
3. 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.
4. 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: Erin Livingston  
Principal Planner  
Houston-Galveston Area Council  
P.O. Box 22777  
Houston, Texas 77227-2777  
Phone: 832-681-2525  
Email: erin.livingston@h-gac.com

# H-GAC Solid Waste Management Grant Application

## General Information

### Application Information

Application ID	Name of Entity	Department/Division
175	Fort Bend County Health and Human Services	Environmental Health

### Primary Project Contact Information

Name	Address
Michael Schaffer	4520 Reading Road
Phone Number	Address
713-299-9402	4520 Reading Road Rosenberg, TX 77471
Email Address	County
Michael.Schaffer@fortbendcountytx.gov	FortBend
Title	
Director Environmental Health	

### Primary Financial Contact Information

Name	Address
Kandace Boyer	4520 Reading Road
Phone Number	Address
281-238-3530	4520 Reading Road Rosenberg, TX 77471
Email Address	County
kandace.boyer@fortbendcountytx.gov	FortBend
Title	
Administrative Services Coordinator • Environmental Health	

### Eligible Entities

Entity Category
County

### Grant/Project Information

Project Title
Fort Bend County Environmental Crimes Unit/Mosquito Control Project

**Brief Project Description**

Fort Bend County Environmental Crimes Unit (ECU) responds to many illegal dumping sites. Surveillance camera video placed at these locations would help to identify suspects. ECU is asking for six Flock Safety Falcon Flex Cameras at \$3,500 each and Fort Bend County will cover the cost of the software to run the videos cameras. There are also many tires that are dumped in Fort Bend County. We are asking for Two Trailers @ \$6,500 each for tire and solid waste pickup by Mosquito Control to help rid the debris and assure there is no standing water for breeding mosquitos.

Grant Category
Local Enforcement

Population Served by this Project
515,000

If this application is selected for funding it will be earmarked for either FY24 funding (projects start on March 1, 2024) or FY25 funding (projects start on September 1, 2024). All projects must be completed by June 30, 2025.

Please indicate your preference below.

H-GAC will try to accommodate your requested start date; however, this cannot be guaranteed. Your selection will in no way impact your application's chance of being selected for funding.

FY24



## Personnel and Fringe Benefits Budget

This application does not contain a Personnel and Fringe Benefits request.

Personnel Budget Narrative

Fringe Benefits Budget Narrative

# Travel Budget

This application does not contain a Travel request.

Travel Budget Narrative

# Supplies Budget

This application does not contain a Supplies request.

Supplies Budget Narrative

# Equipment Budget

## Equipment Budget Line Item

**Description**  
Landscape Trailers

**Purpose**  
To pick up tires and solid waste

**Make & Model**  
J & C 77 X 12 Landscape Trailer with Brakes

**Quantity**  
2

**Amount Requested**  
\$13,000.00

**Equipment Budget Narrative**

Fort Bend County is asking for two trailers at \$6,500 each for tire and solid waste pickup and disposal. The, Environmental Crimes Unit and Mosquito Control will utilize the equipment to help clean up sites throughout the county. We are also asking for six Flock Safety Falcon Flex Cameras at \$3,500 each, to be placed at illegal dumping site so that the Environmental Crimes Unit can help identify suspects. Fort Bend County plans to have an Memorandum Of Understanding with Flock Safety to utilized the database that other jurisdictions use to help us in our efforts. Fort Bend County will pay the annual recurring cost of the Flock Safety Flock OS program at \$21,000.

## Equipment Budget Line Item

**Description**  
Video Surveillance Cameras

**Purpose**  
To identify illegal dumping suspects

**Make & Model**  
Flock Safety Falcon Flex Cameras

**Quantity**  
6

**Amount Requested**  
\$21,000.00

# Construction Budget

This application does not contain a Construction request.

Construction Budget Narrative

# Contractual Budget

This application does not contain a Contractual request.

Contractual Budget Narrative

# Other Budget

This application does not contain a Other request.

Other Budget Narrative

# Total Funding Request

Category	Amount Requested
Personnel Budget (Includes Fringe Benefits)	\$0.00
Travel Budget	\$0.00
Supplies Budget	\$0.00
Equipment Budget	\$34,000.00
Construction Budget	\$0.00
Contractual Budget	\$0.00
Other Budget	\$0.00
<b>Total Amount Requested</b>	<b>\$34,000.00</b>
Applicant's Match/In-Kind	\$21,000.00
<b>Total Project Budget</b>	<b>\$55,000.00</b>



# Project Merits and Needs

## **Need for Project (15 Points)**

Fort Bend County is one of the fastest growing counties in the country. With the growth Fort Bend is experiencing, we are seeing more illegal dumping of solid waste and of tires occurring. Water standing in tires along with some of the solid waste areas provides an ideal breeding area for mosquitos. We are asking for video surveillance cameras to identify suspects for the illegal dumping sites and trailers so staff can pick up tires and solid waste items and dispose of them properly. Prosecuting suspects for illegal dumping as been a challenge in Fort Bend County as these suspects are unknown. The video surveillance cameras will help in identifying suspects so Fort Bend County can prosecute illegal dumpers. Fort Bend County plans to have an Memorandum Of Understanding with Flock Safety to utilized the database that other jurisdictions use to help us in our efforts with identifying suspects. Fort Bend recycling center will recycle the tires and Fort Bend County will pay for the solid waste to be disposed of properly.

## **Objective (5 Points)**

1. Reduce the amount of illegal dumping sites.
2. Be able to identify and prosecute illegal dumping suspects.
3. Be able to clean up tires and solid waste sites.
4. Reduce mosquito breeding sites

## **Project Feasibility (15 Points)**

Fort Bend County Health and Human Services has an Environmental Crimes unit that currently investigates illegal dumping complaints. Adding video surveillance cameras would add to the crimes unit ability to find and prosecute these criminals. Fort Bend County Health and Human Services now has a Mosquito Control section. Staff will be able to pick up tires and trash that are a potential breeding area for mosquitos as part of their duties.

[Grant Project Implementation Timeline](#)

## **Outreach and Education (10 Points)**

Fort Bend County has a Communication Section that does Outreach and Education. This group will be educating the residents about mosquitos breeding and standing water and to report illegal dump sites and tires on property to Fort Bend County Health and Human Services.

## Local Resources and Commitments

### **Ability to Sustain Project (15 Points)**

Once the equipment is purchased, Fort Bend County will be able to use and maintain the equipment for the life of the equipment. Fort Bend County has a recycling center that will recycle the tires that are picked up and the county will pay to have the solid waste disposed in a landfilled. Fort Bend County also has storage area to store these trailers and will also pay for maintenance of all equipment along with the annual recurring software cost for the video surveillance cameras.

### **Matching Funds or In-Kind Services (5 Points)**

Fort Bend County will pay for the software for the video cameras - Flock Safety Flock OS at an annual recurring cost of \$21,000. Fort Bend County will also pay to dispose of tires and solid waste and will prosecute person found to have illegally dumped solid waste.

### **Partnerships (5 Points)**

Fort Bend County plans to have an Memorandum Of Understanding with Flock Safety to utilized the database that other jurisdictions use to help us in our efforts.

# Project Evaluation

## **Return on Investment (15 Points)**

The Surveillance Cameras will help determine the suspects of illegal dumping and then Fort Bend County will be able to prosecute these persons for the illegal dumping. The trailers will help in cleaning up these sites of solid waste and tires and will help deter others from illegally dumping in the area and will also help rid the area of potential mosquito breeding.

## **Anticipated Effectiveness (10 Points)**

Fort Bend County will clean up all illegal dumping sites that have been reported to the Environmental Crimes Unit and will prosecute any suspect found to be dumping illegally. Fort Bend County will also pick up all tire found to be disposed of improperly. The clean up effort should help deter others from illegally dumping in the same area as it will be cleaned and word will get around that the Environmental Crimes Unit is able to locate and prosecute these suspects.

## **Measures of Success (5 Points)**

The number of Notices of Violations, Citations, Convictions and most importantly pounds of waste removed from our community.

## Additional Program Information

### Staff

**Are enforcement staff certified peace officers?**

Yes

**How many employees are in the environmental enforcement program?**

0

### Equipment

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

Trailers will be used to pick up dumped tires and illegal solid waste dump sites and the Video Cameras will be used at illegal dump site to help identify suspects.

**How often will the equipment be used?**

2-3 times a month

**Do you have adequate space to store the equipment?**

Yes

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

Yes

### Existing Programs

**Is this an existing program?**

Yes

**Date of Inception**

January 2002

**For what percent of cases has a responsible party been found in the last two years?**

30

**What percent of cases, for which a responsible party was found, were prosecuted during the last two years?**

90

**What has been your success rate during the last two years at having fines assessed for cases prosecuted?**

Our success rates on fines for those that we have been able to get into court has increased drastically in the last year due to a change in court assignment. We now go to one Judge for all of our Environmental Crimes cases for Class C. For A, B, and State Jail Felony, we don't do them often as those cases have been challenging. With the cameras, we are hoping to change this outcome.

**What is the total amount of fines assessed during the last two years?**

Approximately \$72,000

**Have you received past grant funding for your local environmental enforcement program?**

No

### Prosecution

**Are cases handled civilly, criminally, or both?**

Criminally

**Do you have the support of your management and elected officials to adequately prosecute offenders?**

Yes

### Training

**If staff will require training, have you planned for this in your budget or otherwise?**

Staff is already trained.

### Educational Component

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

None

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

No Standing Water to breed Mosquitos, no dumping of waste

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

Our Outreach Team attends things such as festivals, community events, and social media.

## Regional Solid Waste Management Plan

### Goal #1

**Goal #1: Does this project promote the planning for adequate municipal solid waste disposal, handling, processing, transfer, and management facilities.?**

No

### Goal #2

**Goal #2: Does this project educate on all aspects of materials management?**

No

### Goal #3

**Goal #3: Does this project act as a vehicle for coordination to take advantage of opportunities for economies of scale and partnerships?**

Yes

### Objective(s) Meet

**Objective 3A: Develop and maintain regional cooperative service contracts.**

**Goal #4: Does this project support programs that encourage environmental protections and minimize safety risks?**

Yes

### Objective(s) Meet

**Objective 4A: Support the development and utilization of collection programs for components of the waste stream that may pose a special risk or problem.**

**Objective 4B: Target waste reduction activities to components of the waste stream that may pose a special risk or problem.**

**Objective 4E: Support the enforcement of illegal dumping/disposal of solid waste.**

**Goal #5: Does this project encourage and promote market development for composted, reused, and recycled goods with a focus on the economic impact of sustainable materials management?**

No

**Goal #6: Does this project facilitate and support the creation and expansion of materials management programs?**

No

**Goal #7: Does this project support research and data collection efforts related to materials management?**

No

**Goal #8: Does this project develop, support, and maintain partnerships with private industry and nonprofit organizations?**

Yes

### Objective(s) Meet

**Objective 8A: Encourage coordination of public and private interests in addressing solid waste problems.**

**Objective 8C: Promote best management practices from subject matter experts.**

# Private Industry

This application does not contain any Private Industry items.

# Similar Programs

This application does not contain any Similar Programs items.

# Supporting Documents

No supporting documents were provided.



## Application Agreement and Signature

By checking this box, 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.

☒ I Agree

**Your Name**

Michael Schaffer

**Your Title**

Director Environmental Health

**Date Submitted**

10/17/2023 07:44 AM

Grant Project Implementation Timeline

#	Project Task	Start Month	End Month	Duration
1	Purchase Flock Safety Falcon Flex Cameras	Month 1	Month 3	
2	Purchase Flock Safety Flock OS	Month 1	Month 3	
3	Purchase Landscape Trailers	Month 1	Month 3	
4	Begin Surveillance of illegal dump sites	Month 5	Month 16	
5	Begin cleaning up tires and dump sites	Month 5	Month 16	

Please add rows for additional tasks as needed.

**Certificate Of Completion**

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Status: Completed

Subject: Subrecipient Agreement - Subrecipient - Fort Bend County - Community and Environmental - ID: 12149

Source Envelope:

Document Pages: 50

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Houston-Galveston Area Council

AutoNav: Enabled

3555 Timmons Lane, Suite 120

Enveloped Stamping: Enabled

Houston, TX 77027

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

contracts@h-gac.com

IP Address: 12.11.127.21

**Record Tracking**

Status: Original

Holder: Houston-Galveston Area Council

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contracts@h-gac.com

**Signer Events**

KP George

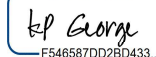
county.judge@fortbendcountytexas.gov

Fort Bend County Judge

Fort Bend County

Security Level: Email, Account Authentication  
(None)**Signature**

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Signature Adoption: Pre-selected Style

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Signed: 4/16/2024 4:31:25 PM

**Electronic Record and Signature Disclosure:**

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Charles Wemple

charles.wemple@h-gac.com

Executive Director

Houston-Galveston Area Council

Security Level: Email, Account Authentication  
(None)

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Michael Schaffer

Michael.Schaffer@fortbendcountytexas.gov

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(None)**COPIED**

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Kandace Boyer Kandace.Boyer@fortbendcountytexas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/21/2024 9:52:07 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	4/17/2024 11:10:22 AM
Completed	Security Checked	4/17/2024 11:10:22 AM

Payment Events	Status	Timestamps
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