

H-GAC

Houston-Galveston Area Council

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

Intergovernmental Agreement - City of Sugar Land - Community and Environmental -

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 City of Sugar Land, hereinafter referred to as the Contractor, having its principal place of business at P.O. Box 110, Sugar Land, TX 77487.

WITNESSETH:

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

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

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

ARTICLE 1: LEGAL AUTHORITY

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

ARTICLE 2: APPLICABLE LAWS

The Contractor 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 Contractor 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 Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor 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 Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Mar 01 2018 and ends Aug 31 2018. 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 Contractor shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Contractor, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor 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 Contractor hereunder. Contractor'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 Contractor 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 Contractor. The Contractor'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

Contractor 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 Contractor 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 Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor 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 Contractor. Contractor 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 Contractor's compliance, or that of Contractor'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. Contractor 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. Contractor 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 Contractor in accordance with 2 CFR 200.511.

The Contractor understands and agrees that the Contractor 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 Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor'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 Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor'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 Contractor'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 Contractor further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor 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 Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor, 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 Contractor 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 Contractor or Contractor's subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor 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

Contractor 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, Contractor shall notify each potential subcontractor or supplier of the Contractor'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. 1368), 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. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 25: CRIMINAL PROVISIONS AND SANCTIONS

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

ARTICLE 26: INDEMNIFICATION AND RECOVERY

The Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, the State of Texas, the United States Government; and all their respective board members, officers, agents, officials, and employees from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of: Non Funding, the Contractor's act or omission under this Agreement, the Contractor's non-performance of this Agreement, or the Contractor's violation of any law, regulation or other standard incorporated herein. 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. If Contractor performs an act knowing or having reason to know that it is contrary to any law or regulation, the Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting from that act. Additionally, H-GAC shall retain the right to collect from Contractor all reasonable costs and necessary expenses including attorneys' fees, incurred by any claim arising from or in enforcement of this Agreement.

Except to the extent prohibited by applicable law, H-GAC will indemnify, defend, and hold harmless Contractor its affiliates and their officers, directors, employees, and agents from any and all third party claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens resulting or arising from any claims of injury to person, damages to property, or monetary damages arising out of H-GAC's act or omission under this agreement or H-GAC's negligence or willful misconduct.

ARTICLE 27: 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 28: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor 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 29: 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 Contractor. 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 Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor 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 Contractor 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 Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 30: 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 31: ORDER OF PRIORITY

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

SIGNATURES:

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

Contractor

Signature

Name Allen Bogard

Title

Date

H-GAC

Signature

Name Jack Steele

Title Executive Director

Date

H-GAC

Houston-Galveston Area Council

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

Intergovernmental Agreement - City of Sugar Land - Community and
Environmental -

SPECIAL PROVISIONS

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

ARTICLE 2: MANDATORY ATTACHMENTS

In consideration of the compensation hereinafter described, Contractor shall provide H-GAC approved services as specifically described in Attachment A- Scope of Work, attached hereto and incorporated herein for all purposes. Contractor 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 Contractor in an amount equal to the actual costs incurred by Contractor 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 Contractor 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 Contractor for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or \$24,490.75. 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 Contractor in writing, and approved by H-GAC, prior to Contractor'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 Contractor could result in a delay or rejection of reimbursement by H-GAC. An invoice or report from Contractor 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 Contractor, 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 Contractor's completed invoice with substantive supporting documentation.

F. Format of Request; Required Information

Contractor 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, Contractor 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 Contractor to obtain reimbursement from H-GAC.

ARTICLE 5: FINAL REPORTS

No later than thirty (30) days following the termination of this Agreement, the Contractor 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 Contractor 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 Contractor will submit all materials specified as deliverables in the Scope of Work. Contractor shall furnish H-GAC with all computer files pertaining to the Scope of Work, that were not previously transmitted.

ARTICLE 6: PROGRESS REPORTS

Contractor 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

Contractor shall report its own internal legal efforts to ensure compliance with funding or administrative standards. Contractor is solely responsible for compliance, and any supplemental guidance produced or provided by H-GAC in no way absolves or diminishes Contractor 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

Contractor shall use the approved H-GAC Progress Report form template, if a template is attached to this Agreement. If no templated form is attached, Contractor 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

Contractor 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

Contractor'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. Contractor 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: Contractor'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: Contractor'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 Contractor's performance and evaluate the level of compliance with the standards utilizing the following performance measures:
 - Satisfactory:* Contractor generally complied with the standard consistently; occasional deficiencies may have occurred which were corrected on a timely basis.
 - Unsatisfactory:* Significant deficiencies have occurred, or Contractor 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 Contractor'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 Contractor

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 Contractor under law. Should H-GAC require repayment from Contractor, 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 Contractor, including allowable interest and attorney's fees.

ARTICLE 8: AUDIT

- A. The Contractor shall have an audit performed in accordance with the Single Audit requirements of the most recently adopted UGMS and 2 CFR Part 200, if applicable, for any of its fiscal years in which Contractor expends more than \$750,000 in state or federal financial assistance.
- B. The Contractor 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 Contractor understands and agrees that the Contractor 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 Contractor, on work performed under this Agreement.
- E. The Contractor 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 Contractor 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

Contractor 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.

Contractor 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. Contractor shall account for costs related to this Agreement, in a manner consistent with such standards or principles.

ARTICLE 11: INSURANCE

Contractor certifies that it has either adequate coverage to meet claims, or is self-insured for all claims. The limits of liability are set in part by the Texas Tort Claims Act §101.001. The Texas Labor Code §504, and the Texas Workers Compensation Act, outline limits of liability for worker's compensation and employer's liability. During the full term of the Agreement, Contractor must provide general liability and property insurance in amounts sufficient to cover contractual liability, and protect program facilities including equipment. Contractor must ensure that any owned, leased, or non-owned automobiles used in performance of this agreement by Contractor's employees or agents are covered by sufficient automobile liability insurance. Contractor certifies that it either has Workers' Compensation insurance in the amount required by statute, or is self-insured for workers' compensation coverage under statute. Contractor further represents that it is insured for general liability including bodily injury, death and property damage. All insurance certificates, policies, and binders must be maintained by Contractor at its program site for review by H-GAC at any time.

ARTICLE 12: SUBCONTRACTS

Except as may be set forth in the Scope of Work, the Contractor 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, Contractor acknowledges that H-GAC is not liable to any subcontractor(s) of the Contractor.

The Contractor 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 Contractor.

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

Contractor shall establish and implement reasonable internal procedures and management controls to prevent misuse of funds under this contract. Contractor 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 Contractor 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.

Contractor 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. Contractor 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

Contractor 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, Contractor 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 Contractor retains title, H-GAC shall have an immediate, non-exclusive, nontransferable, worldwide, irrevocable, paid-up license to utilize and practice the subject invention. H-GAC's license shall include the rights to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of H-GAC.

ARTICLE 15: HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

Contractor 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 Contractor 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.

Contractor 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

Contractor 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.

Contractor 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 Contractor 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 Contractor's activities which arise from this Agreement. Reports, webpages, or any other documents or materials completed by Contractor as part of this Agreement shall be submitted, in advance of publishing, to H-GAC's authorized representative for approval.

ATTACHMENT A
Scope of Work
City of Sugar Land

Project Description: The City of Sugar Land will use grant funds to conduct an outreach and education campaign for the City's recycling program.

Task I: Participate in Mandatory Grants Administration Workshop

Activity and/or Deliverable – A Mandatory Grants Administration Workshop will be hosted by H-GAC on March 14, 2018 for FY18 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: Youth Activity Book

Activity and/or Deliverable – Enter into an agreement with Catalyst Studio to design a youth activity book. Make sure to follow all city procurement procedures. The activity book must be approved by H-GAC prior to being printed.

Schedule of Activity and/or Deliverable (in weeks or months) – 1-3 months.

Task III: School Bus Ads

Activity and/or Deliverable – Develop and purchase the school bus ads. Make sure to follow all city procurement procedures. The ads must be approved by H-GAC prior to being installed.

Schedule of Activity and/or Deliverable (in weeks or months) – 1-6 months.

Task IV: Steve Trash Shows

Activity and/or Deliverable – Enter into an agreement with Steve Trash to put on 10 interactive recycling shows at area elementary schools. Make sure to follow all city procurement procedures.

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

Task V: Purchase Costume and Teachers' Books

Activity and/or Deliverable – Purchase the costume and teachers' books and put them into use/distribute them. Make sure to follow all city procurement procedures.

Schedule of Activity and/or Deliverable (in weeks or months) – 7-10 months.

Task VI: 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, 2018 (March – May)

September 10, 2018 (June – August)

December 10, 2018 (September – November)

March 10, 2019 (December – February)

June 10, 2019 (March – May)
July 30, 2019 (June)
Follow Up Report – September 2020

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 VII: Financial Reporting

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

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

Task VIII: Additional Reporting

Activity and/or Deliverable – The city 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
City of Sugar Land

GRANT BUDGET SUMMARY			
Budget Categories			H-GAC Solid Waste Grant Funding
1. Personnel (Salary)			\$0.00
2. Fringe Benefits			\$0.00
3. Travel			\$0.00
4. Supplies (unit cost of less than \$1,000)			\$0.00
5. Equipment (unit cost of \$1000 or more)			\$0.00
6. Construction			\$0.00
7. Contractual (other than for construction)			\$9,170.75
8. Other			\$15,320.00
9. Indirect charges			\$0.00
TOTAL			\$24,490.75
		10. Fringe Benefit Rate:	0%
		11. Indirect Cost Rate:	0.000%

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

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

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

5. Equipment					
Equipment	Purpose	Model	Unit Cost	No. of Units	Equipment Funded
			\$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

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

		\$0.00
		\$0.00

7. Contractual

Contractor	Purpose	Contract Funded
TBD	Design of activity book	\$2,500.00
Steve Trash	Interactive shows at 10 elementary schools	\$6,670.75
		\$0.00

8. Other

Type Other	Description	Other Funded		
Postage / Delivery				\$0.00
Postage / Delivery				\$0.00
Utilities				\$0.00
Printing / Reproduction	6000 activity books			\$3,450.00
Signage	Ads on 4 Fort Bend ISD school buses			\$6,500.00
Record Storage				\$0.00
Office Space				\$0.00
Basic Office Furnishings				\$0.00
Equipment Rentals				\$0.00
Books / Subscriptions	200 books for teachers - "Garbage, Investigate What Happens Whe			\$1,870.00
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
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 Software		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Additional Other	Recycle Super Hero Costume	\$3,500.00	1	\$3,500.00
Additional Other		\$0.00		\$0.00
Additional Other		\$0.00		\$0.00
Additional Other		\$0.00		\$0.00
Additional Other		\$0.00		\$0.00
Additional Other		\$0.00		\$0.00

Reimbursement and Budget Amendment Guidance

- A. H-GAC shall not reimburse or otherwise make payment to the CONTRACTOR for an expenditure that is not authorized under this Agreement. If it is determined, by either the CONTRACTOR, H-GAC, or the TCEQ that an expenditure that was reimbursed is not an authorized expense, H-GAC shall request return and reimbursement of those funds from the CONTRACTOR or, where appropriate, the application of those funds to other authorized expenses, and shall not provide any additional reimbursement to the CONTRACTOR until the funds are returned or are applied to other authorized expenses.
- B. In general, expenditure documentation to be submitted to H-GAC along with the H-GAC Financial Report Form should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Agreement.

Documents that should be submitted to H-GAC, as appropriate for the expenses, include by category, the records listed below.

1. Salary/Wages. The CONTRACTOR shall either summarize the salary charges by listing them on the H-GAC Financial Form or submit signed and approved time sheets for each salary charge.
2. Travel. Travel expenses must be consistent with the CONTRACTOR's locally adopted travel policies. The expenses must be supported and documented receipts for all expenses such as meals, public transportation, hotel accommodations, and airline receipts. If the CONTRACTOR does not have an approved travel policy in place, the CONTRACTOR shall use the UGMS travel policy.
3. Equipment. Documentation should support conformance with required procurement policies and procedures. Expenditures should be supported by purchase orders (if issued), invoices, and copies of cancelled checks. An H-GAC controlled asset form must be completed for each equipment purchase and submitted with other supporting documentation.
4. Supplies. Supply expenses should be supported by purchase orders (if issued), invoices, and copies of cancelled checks.
5. Construction. Documentation should support conformance with required procurement policies and procedures. Expenditures should be supported by purchase orders (if issued), invoices, and copies of cancelled checks. An executed contract or other agreement is also needed for initial payment. Documentation should demonstrate that costs were reasonable and necessary.
6. Contractual. Contractual costs should be supported by all the documentation described above, e.g. labor charges by time and attendance or similar records, travel charges supported by receipts. Copies of cancelled checks for contractual payments must be

submitted. An executed contract or other agreement is also needed for initial payment. Documentation should demonstrate that costs were reasonable and necessary.

7. Other. Other expenses should be supported by purchase orders (if issued), invoices, and copies of cancelled checks.
 8. Indirect. The CONTRACTOR shall comply with UGMS relating to Indirect Cost Rates. If the CONTRACTOR has an approved cost allocation plan, the CONTRACTOR must submit documentation of the approved indirect rate to H-GAC prior to the initial request for reimbursement.
- C. If requested by H-GAC, the CONTRACTOR agrees to provide to H-GAC, copies of the appropriate cancelled checks and the additional expense records and documentation materials, as listed in Section (B) of this Article and appropriate for the expense, for the time period requested by H-GAC, except that the CONTRACTOR will not be asked to submit records that have already been provided to H-GAC with a Financial Report Form. H-GAC will provide reasonable time for the CONTRACTOR to comply with a request for additional records. If H-GAC requests to review additional records to be provided by the CONTRACTOR under H-GAC's financial monitoring program, H-GAC will review those records and provide the CONTRACTOR a written summary of the findings of that review. H-GAC will also allow the CONTRACTOR reasonable time to respond to any findings of noncompliance or other problems identified by the records review.
- D. The CONTRACTOR shall notify and obtain written approval by H-GAC of the specific details of an expense or purchase set forth in this Section, if those expenses were not already authorized under this Agreement.

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 2018/2019 solid waste grant funds.

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

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

CATEGORY-SPECIFIC FUNDING LIMITATIONS

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

Category 1. Local Enforcement

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

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

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

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

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

Funding limitations applicable to this category include:

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

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

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

Category 3. Source Reduction and Recycling

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

Funding limitations applicable to this category include:

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

Category 4. Local Solid Waste Management Plans

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

Funding limitations applicable to this category include:

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

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

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

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

Category 6. Household Hazardous Waste (HHW)

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

Funding limitations applicable to this category include:

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

Category 7. Technical Studies

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

Funding limitations applicable to this category include:

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

Category 8. Educational and Training Projects

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

Funding limitations applicable to this category include:

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

Category 9. Other Types of Projects

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

Authorized Representatives

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

Exhibit 1

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

Primary: Becki Begley
Outreach Program Coordinator
Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227-2777
TEL – 713-993-2410 FAX 713- 993-4503
Email address: becki.begley@h-gac.com

Solid Waste Grant Applications Details

Attachment E
Application 12

General Information

Applicant Information

Application ID

100033

Applicant

City of Sugar Land

Department/Division

Environmental and Neighborhood Service Solid Waste Division

Primary Project Contact Information

First Name

Dawn

Last Name

Steph

Title

Director of Environmental Services

Address

101 Gillingham Lane

City

Sugar Land

State

TX

Zip Code

77478

County

Fort Bend

Phone Number

281-275-2497

Email Address

dsteph@sugarlandtx.gov

Primary Financial Contact Information

First Name

Alka

Last Name

Shah

Title

Chief Accountant

Address

2700 Town Center Blvd N

City

Sugar Land

State

TX

Zip Code

77479

County

Fort Bend

Phone Number

281-275-2722

Email Address

ashah@sugarlandtx.gov

Eligible Entities

Entity Category

City

Grant/Project Information

Project Title

Recycling Awareness and Education Campaign

Project Description

This project will provide a broad based recycling awareness and education campaign for youth and adults in Sugar Land and Fort Bend County. Our campaign is designed to "grab" the general public with new advertising methods and provide interactive, fun recycling education for youth, families, and schools. Rockin' Eco Hero Trash and Recycling Shows will be provided for three grade levels at ten elementary schools in Sugar Land (Estimated Audience: 2,600 youth - 150 teachers). 6,000 "Sugar Land Recycles" activity books will be created to educate youth and families through puzzles, mazes, and word games. Activity books will be distributed at school shows, events and presentations throughout the year. Recycling Awareness ads on four school buses (for a year) will reach 200,000+ daily. " Garbage" project books will be distributed to 200 teachers to enhance recycling/solid waste reduction education. 20,000 magnets will be distributed to provide local recycling programs. 100% post consumer RPET tote bags will be distributed throughout our community to encourage the use of reusable bags, to decrease waste and to emphasize importance of purchasing recycled products. Water bottles will be distributed to volunteers, teachers, and event participants to minimize use of plastic bottles. Recycle Super Hero Costume will be used for events, shows, presentations, videos. and social media to engage and educate.

Grant Category

Education and Training

Population Served by this Project

121000

Personnel Budget

Fringe Benefits Budget

Travel Budget

Supplies Budget

Equipment Budget

Construction Budget

Contractual Budget

Contractual Budget Line Item One

Contractor

Steve Trash

Purpose

To provide memorable and interactive recycling/waste reduction shows at ten elementary schools.

Contractual Amount Requested

\$7150.00

Contractual Budget Line Item Two

Contractor

Catalyst Studio

Purpose

To design an activity book for youth, families, and schools to educate, increase recycling, and reduce solid waste.

Contractual Amount Requested

\$2500.00

Narrative

Narrative

The "Rockin' Eco Hero" Trash and Recycling shows will provide recycling and waste reduction education in a fun memorable experience for students and teachers in three grades at ten schools. Expected reach: 2800 students and 180 teachers. The design of an activity book will allow us to provide an eco educational resource to educate and provide local recycling opportunities.

Other Budget

Other Budget Item Line Item One

Item Type

Advertising/Public Notices

Description

Recycling Awareness Ads on four Fort Bend ISD school buses for one year.

Purpose

To increase recycling awareness. Reach 50k+ views a day per bus. Each Bus is on the road 40 hours per week.

Total Amount Requested

\$6500.00

Other Budget Item Line Item Two

Item Type

Educational Item

Description

Recycle Super Hero Costume

Purpose

To provide an interactive character for recycling education at events and presentations.

Number of Units

1

Total Amount Requested

\$3500.00

Other Budget Item Line Item Three

Item Type

Printing/Reproduction

Description

Activity Books

Purpose

To provide an interactive learning resource for youth and families to increase recycling, reduce waste, and promote reuse.

Total Amount Requested

\$3450.00

Other Budget Item Line Item Four

Item Type

Educational Item

Description

Magnets with local program information for recycling HHW, Electronics, Green Waste, Textiles, and Curbside.

Purpose

To increase recycling by providing recycling program information for quick easy reference.

Number of Units

20000

Total Amount Requested

\$3100.00

Other Budget Item Line Item Five

Item Type

Books/Subscriptions

Description

"Garbage, Investigate What Happens When You Throw It Out" books for 200 teachers

Purpose

To provide a solid waste reduction/recycling educational project book for quick integration into classroom studies.

Total Amount Requested

\$1870.00

Other Budget Item Line Item Six

Item Type

Additional Other

Description

Stainless Steel Water Bottles

Purpose

To distribute reusable water bottles to decrease use of single serve water bottles and encourage reuse.

Number of Units

500

Total Amount Requested

\$1865.00

Other Budget Item Line Item Seven

Item Type

Additional Other

Description

100% post consumer compact folding RPET tote bags

Purpose

To encourage the use of reusable bags for all shopping, reduce waste of single use bags, stress importance of buying RPET products.

Number of Units

2500

Total Amount Requested

\$4995.00

Narrative

Narrative

Our broad based educational campaign includes implementing school bus ads to reach the general public during their daily commutes. We plan to place 6 foot ads on four school buses for one year. Anticipated reach: 160+ hours and hundreds of miles per week - 200,000+ daily (based on TxDOT and census - 50 k+ per bus). Costumed character to create excitement and encourage conversation to promote recycling. Distribute magnets to provide ready access to local recycling information. 200 "Garbage" project books that will enhance environmental education in elementary schools to promote waste reduction and recycling. Water bottles and RPET bags will be distributed to educate, reduce waste, encourage use of reusable products, and promote purchasing recycled content products. Super hero costume to enhance education during presentations and events as well as social media and videos.

Indirect Budget

Indirect Budget

Description

Indirect Cost Rate (%)

0

Total Salary and Fringe Amount Requested

\$0.00

Indirect Amount Requested

\$0.00

Total Funding Request

Budget Summary

Category	Total Amount Requested
Personnel Budget	\$0.00
Fringe Benefits Budget	\$0.00
Travel Budget	\$0.00
Supplies Budget	\$0.00
Equipment Budget	\$0.00
Construction Budget	\$0.00
Contractual Budget	\$9650.00

Other Budget \$25280.00

Indirect Budget \$0.00

Total Amount Requested \$34930.00

Requested Funding

Total Grant Amount Requested

\$34930.00

Applicant's Match/In-Kind

\$0.00

Total Project Budget

\$34930.00

Project Merits and Needs

Project Merits and Needs

Up to 45 Points Total

Need for Project (20 Points)

We feel education is critical to the success of recycling and solid waste reduction. The City of Sugar Land will be welcoming 33,000 newly annexed residents on December 12. We feel it is very important that we educate our new residents on recycling programs available to them and that we continue to educate our current residents. New and creative approaches must be implemented to reach and encourage all residents to incorporate sound recycling practices in their daily lifestyle. Continuous growth brings an increase in solid waste generation which must addressed with alternatives to divert recyclables from the landfill.

Objective (5 Points)

To enhance solid waste reduction education through new and well established methods to promote sound recycling practices, local recycling programs, reduce waste, and to increase recycling awareness.

Project Feasibility (10 Points)

The City of Sugar Land and Keep Sugar Land Beautiful (KSLB) have a strong successful partnership. This project offers some new approaches and enhancements to our successful education and outreach program. We host an annual Earth Day Celebration and a variety of additional public programs to educate and distribute educational resources. We have a proven track record of working with Fort Bend ISD to provide classroom resources and educational programs to benefit their students and teachers. We have received previous grant funding and met all objectives. The City's Environmental Manager, Ilana Harris, has worked in the environmental industry for six years. KSLB Executive Director, Vicki Gist, has been active in environmental education in Fort Bend County for 25+ years.

Outreach and Education (10 Points)

The proposed environmental shows will reach approximately 2,800 students and 180 educators. The proposed bus ads will reach an estimated 200,000 people daily. 6,000 activity books will be distributed to youth and shared with their families (Estimated reach: 24,000). 200 teachers will receive proposed project book (Estimated reach: 4,000 youth - 200 teachers). Educational messaging on magnets, water bottles, and folding bags (Estimated reach: 23,000). Character Costume (Estimated Outreach: 7,500 annually).

Local Resources and Commitments

Local Resources and Commitments

Up to 25 Points Total

Ability to Sustain Project (15 Points)

Education is a key component of the City's Solid Waste Management Plan. Since 1999, the City of Sugar Land has contracted with Keep Sugar Land Beautiful to provide environmental education and recycling programs for youth and adults in our community. In partnership with KSLB, the City will continue to educate residents on the importance of recycling and protection of our natural resources. Grant writing and fundraising efforts by KSLB will also assist in the continuation of recycling education and programs.

Matching Funds or In-Kind Services (5 Points)

Keep Sugar Land Beautiful: \$4611.48 Staff: 97 hours @ \$33.54 per hour = \$3253.38 Volunteers: 54 hours @ \$25.15 per hour = \$1358.10 Catalyst Studio: \$2500.00 -- In-Kind donation of services for development of activity book. Steep Creek Media: \$3600.00 -- Non-profit discount provided to KSLB. City Staff: 54 hours @ \$33.85 per hour = \$1827.90 Total: \$12539.38

Partnerships (5 Points)

Keep Sugar Land Beautiful Fort Bend ISD

Project Evaluation

Project Evaluation

Up to 30 Points Total

Economic Viability (15 Points)

The project will exceed economic viability because the return revenue would be a decrease in solid waste that is sent to the landfill and an increase of reusable resources. The investment is the students that will be educated about recycling, which will have an impact not only on the community and environment, but, will span generations. The City will model community practice, this will be advertised throughout Fort Bend County. Knowledge and learning encourages the enhancement of local economies and will inspire people to make habitual changes in the environment

Anticipated Effectiveness (10 Points)

Anticipated effectiveness is strong. This campaign will educate youth and adults through various approaches. Reaching the general public with school bus ads: 200,000+ views a day of the four school bus ads. 160 hours per week on the road for all four buses. Reaching 2,500 youth and 160 teachers through highly engaging shows. Distributing 6,000 "Sugar Land Recycles" activity books for youth and families. Distributing 20,000 magnets to provide ready access to recycling information.

Measures of Success (5 Points)

Indicators for measure of success of this project will be through documentation of number of youth and adults educated through shows, character, events, and presentations. We will also document the number of people reached and educated through distribution of the water bottles, RPET folding bags, and magnets. We plan to do a social media campaign to document number of people that view the bus ads. We expect increased recycling rates as a method of documentation too.

Additional Program Information

Event Information

What types of events are planned? (Training event, workshop, fair/expo, etc.)

Fair/Expo: Earth Day Celebration, Reduce Reuse Recycle & Rock - Trash & Recycling Shows - America Recycles Day

How many events are planned?

12

What are the dates of the planned events?

April 14; May 14-18; October 13; November 15

Briefly describe the message and purpose of the message to be presented.

Earth Day Celebration message pertains to all areas of the environment, educates attendees with tips that they can do to protect our resources. Trash & Recycling shows educate attendees on the importance of recycling, reuse, and reducing waste. America Recycles Day promotes recycling and creates awareness

Who is the intended audience?

Youth and Adults

Mass Media

How do you plan to advertise for and promote your program or event?

Social Media, Print, Newsletters, Bus Ads

Briefly describe the message and purpose of the message to be presented.

Enjoy a day on interactive fun learning what you can do to protect our environment and community. Recycling Awareness Ads

Who is the intended audience?

Youth and Adults

At what frequency will mass media be used?

Weekly

Please describe any contractual information related to your planned media activities.

Bus ads will be annual contract.

Partnerships

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

Keep Sugar Land Beautiful, Planned Community Developers, Fort Bend ISD

Evaluation

How do you plan to measure your success?

Success will be measured through the number of youth and adults educated through the shows, presentations, and events. We will also document recycling rates

Educational Component

What educational items will you be purchasing?

Magnets, folding bags, water bottles, activity books, shows, costume

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

Recycling Awareness to increase recycling and reduce waste.

Describe your distribution plan of the items.

Distribution of the items will be through our events, presentations, outreach, schools, residents, and volunteers.

Regional SWMP

Evaluation of Consistency with the Regional Solid Waste Management Plan

All projects must be consistent with H-GAC's Regional Solid Waste Management Plan (<http://www.h-gac.com/community/recycling/documents/regional-solid-waste-management-plan-vol-1.pdf>).

Please list the goal(s) and objective(s) the project supports.

Goal #3: Promote the options for reduction and recycling of waste disposal in municipal solid waste management facilities. Objective 3A: Develop and implement on-going public awareness programs to encourage waste minimization, reduction and recycling. Objective 3B: Target waste reduction activities to the major components of waste disposal. Objective 3C: Target waste reduction activities to certain components of the waste stream that may pose a special risk or problem.

Private Industry

Private Industry Notification

List other entities which provide a similar or related service.

For the project types listed, this section must be completed to be considered for funding:

- Citizens' Collection Stations and "Small" Registered Transfer Stations
- Source Reduction and Recycling
- A demonstration project under the Educational and Training Projects category

Summaries of Discussions with Private Industry

Similar Programs

Supporting Documents

Supporting Document One

Document Title

Fort Bend Education Foundation Letter of Support

2017 Letter of Support - FBEF.pdf (<http://www.h-gac.com/community/solid-waste-management/grant-application/uploads/1018201775518PM.pdf>)

Supporting Document Two

Document Title

Keep Sugar Land Beautiful Letter of Support

(<http://www.h-gac.com/community/solid-waste-management/grant-application/uploads/>)



October 16, 2017

Ms. Ilana Harris
Environmental Manager
City of Sugar Land
Sugar Land, TX 77478

Dear Ms. Harris:

The Fort Bend Independent School District appreciates your support of environmental education in partnership with Keep Sugar Land Beautiful. KSLB has donated Planet Earth Carts to twenty-nine FBISD elementary schools to support and enhance environmental education. An educational program that they have sustained since 2004. KSLB has also partnered with the Fort Bend Education Foundation since 2004 to hold a Recycle for Reuse Event to collect gently used resources for reuse by teachers in their classrooms. The City of Sugar Land and Keep Sugar Land Beautiful are always eager and willing to assist our teachers and students. We always have a very positive experience working with Keep Sugar Land Beautiful.

The H-GAC FY 2018-2019 Solid Waste Management Grant funding you are currently pursuing in partnership with Keep Sugar Land Beautiful will provide valuable support of our efforts to provide environmental education for our students.

I believe the City of Sugar Land and Keep Sugar Land Beautiful have exhibited the ability to successfully achieve the goals of this proposal and to sustain the project. I am pleased to offer my wholehearted support for your funding request. Please feel free to contact me at 281-634-1113, if you or H-GAC representatives require additional information.

Sincerely,

A handwritten signature in cursive script that reads "Brenna Cosby".

Brenna Cosby
Executive Director
Fort Bend Education Foundation