

Texas Commission on Environmental Quality

CONTRACT SIGNATURE PAGE

Contract Name:Solid Waste Infrastructure for Recycling Grant

Contract Number:582-25-00036

Performing Party:Lower Rio Grande Valley Development Council

Performing Party Identification Number:1-7415869167

Maximum Authorized Reimbursement:\$90,550

Effective Date:

☐ 09/01/2024

☒ Date of last signature

Expiration Date:

☒ 08/31/2025

☐ Last day of Fiscal Year in which the Contract was signed

☐ If checked, this Contract requires matching funds. Match Requirement:

☒ If checked, this Contract is funded with federal funds.

CFDA Number:66.920

Federal Grant Number:02F39501

This Contract is entered under:

☐ Gov't Code ch. 771 (Interagency)

☐ Gov't Code ch. 791 (Interlocal)

☐ Water Code § 5.229 (Intergovernmental)

☒ Water Code§ 5.124 (Grant)

The Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Grant Management Standards (TxGMS) and this Contract.

Texas Commission on Environmental Quality	Lower Rio Grande Valley Development Council
<div>Authorized Signature</div> <div>Charly Fritz</div> <div>Printed Name</div> <div>Deputy Director</div> <div>Title</div>	<div>Authorized Signature</div> <div>Manuel Cruz</div> <div>Printed Name</div> <div>Executive Director</div> <div>Title</div>
<div>Date</div>	<div>Date</div>
<div>Procurements & Contracts Representative</div> <div>Aaron Stoke – CTCD, CTCM</div> <div>Printed Name</div> <div>Date</div>	

CONTRACT DOCUMENTS LIST

This Contract between TCEQ and Performing Party consists of the Contract Documents listed on this page. Documents on this list include all amendments. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All Contract provisions; however, are subject to control by the latest amendment, or update as allowed by the Contract, and most specific provision and by the applicable state and federal laws, rules, and regulations.

- Contract Signature Page
- Contract Documents List
- Special Terms and Conditions
- Federal Section (Including Conditions and Forms)
- Scope of Work
- General Terms and Conditions
- Notices, Project Representatives, and Records Locations
- Cost Budget
(see Attachment 1 – approved Application)
- Attachment 1 – TCEQ approved SWIFR Grant Application and any changes approved during the Contract Period
- Attachment 2 – TCEQ SWIFR Grant EPA Work Plan
- Attachment 3 – Financial Status Report
(separate Excel document, incorporated by reference)
- Attachment 4 – Level-of-Effort Certification
- Attachment 5 – Personnel Eligibility List
(separate Excel document, incorporated by reference)
- Attachment 6 – Release of Claims
- Attachment 7 – Schedule of Deliverables
(separate Excel document, incorporated by reference)

SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions add to, or in the case of conflicts, supersede and take precedence over all other Contract Documents.

1. **Availability of Funds.** The source of the funds provided by the TCEQ under this Contract is the United States Environmental Protection Agency (EPA) Solid Waste Infrastructure for Recycling (SWIFR) grant to the Texas Commission on Environmental Quality (TCEQ). The parties agree that TCEQ's obligations under this Contract are contingent upon the continued availability of the specified funds from the EPA. TCEQ may terminate this Contract if funds become unavailable from the Texas legislature or EPA. The Performing Party shall place this notice in all subgrants and contracts.
2. Performing Party agrees to perform activities described in this Contract, which may be a modification of the Application submitted to TCEQ.
3. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and are in arrears in their fee payments, as determined by the TCEQ, are not eligible to receive subgrant or contract funding from the Performing Party. The Performing Party shall allow a potential subgrant or contract applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the Performing Party with documentation of payment of the fees, such as a canceled check or receipt from the state, the Performing Party may consider that applicant to be eligible to receive subgrant or contract funding under this Contract.
4. The Performing Party is responsible for ensuring that subrecipients and contractors have all necessary permits, meet all other legal requirements to perform the activities, are qualified to perform the activities, and are not in arrears on any penalties owed to TCEQ.
5. Local and regional political subdivisions that are barred from participating in state contracts by the Texas Comptroller of Public Accounts (CPA) under the provisions of § 2155.077, Texas Government Code, and Title 34 Texas Administrative Code (TAC) § 20.585, CPA Regulations or are barred from receiving federal funding under federal laws, rules, or regulations, are not eligible to receive subgrants or contracts from the Performing Party under this Contract.
6. The activities funded under this Contract, both projects conducted by the Performing Party or as a part of a subgrant or contract, shall be in accordance with all provisions of this Contract, all applicable federal, state and local laws, rules, regulations, and guidelines. The main governing requirements include, but are not limited to, the following:
 - 6.1 Texas Health and Safety Code Chapters 361, 363, and 364.
 - 6.2 TCEQ rules Title 30 TAC Chapters 330, Subchapter O.
 - 6.3 30 TAC Chapters 328 and 332.
 - 6.4 TCEQ rules Title 30 TAC Chapter 14.
 - 6.5 The Uniform Grant and Contract Management Act, Texas Government Code, § 783.001 et seq., the Uniform Grant and Contract Standards, 34 TAC §§ 20.456 - 20.467 (although the rules were repealed by the Texas Comptroller of Public Accounts (CPA) effective March 14, 2021, the rules are applicable by agreement under this grant), and the Texas Grant Management Standards (TXGMS) issued by CPA and formerly by the Texas Office of the Governor.
 - 6.6 Texas General Appropriations Act, 88th Legislature Regular Session, including Article IX, Part 4.
 - 6.7 Texas Local Government Code Chapter 391 and related rules.
 - 6.8 33 United States Code (USC) § 4282 and the SWIFR-related funding provisions of the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)

7. **Requirements and Guidelines.** The Performing Party agrees to follow those requirements and guidelines identified in this Contract, including the [EPA SWIFR Grant Program Guidance for States and Territories](#) and the TCEQ SWIFR Grant EPA Work Plan (**Attachment 2**), in performance of the deliverables identified within this Contract.
8. **Electronic Signature.** Electronic signatures may be used on the Performing Party's Grant Application (**Attachment 1**), budget amendments, reports, and correspondence provided that the owner of the electronic signature approves the use of their signature for that purpose. A scan of an original signature is also acceptable. Signatures must be dated.
9. **Application.** The Performing Party's Application sets forth how the funds under this Contract will be spent by the Performing Party. The approved Application is **Attachment 1** to this Contract.
10. **Budget and Budget Adjustments.**
 - 10.1 The initial budget for this Contract is contained in the approved version of the Performing Party's Application (**Attachment 1**). The Performing Party will not be reimbursed for activities that are not included in the Performing Party's approved Application. The Performing Party will not be reimbursed for expenses in excess of the budget category amounts shown in the Application (**Attachment 1**) or most recent approved FSR, unless changes are made to the budget categories in accordance with the requirements in this Contract.
 - 10.2 The Performing Party must request reimbursement using the Financial Status Report (FSR) form (**Attachment 3**) with applicable supporting documents attached.
 - 10.3 **Budget Categories.** The categories of expenses included in the budget have the definitions, requirements, and limitations stated in TxGMS. Construction costs are not reimbursable.
 - 10.4 **Budget Adjustments.**
 - 10.4.1 **Cumulative transfer of funds equal to or less than ten percent (10%) of the Total Budget.** Performing Party must request prior, written approval from TCEQ for all budget revisions that result in the cumulative transfers of 10% or less of the total budget between direct cost budget categories. Performing Party shall submit pre-approval request for the budget change through email and document approved changes in the FSR. Approval is required **before** Performing Party incurs these costs. The 10% limit does not reset with the acceptance of each FSR. It resets when TCEQ provides prior approval for a cumulative change greater than 10% of the budget.
 - 10.4.2 **Cumulative transfer of funds greater than 10% of the Total Budget.** The Performing Party must request prior, written approval from TCEQ for all budget revisions that result in the cumulative transfer of greater than 10% of the total budget between direct cost budget categories. The Performing Party must request to amend the contract by submitting a written justification and show the budget adjustments in a draft FSR. A contract amendment is required **before** Performing Party incurs these costs.
 - 10.4.3 The Performing Party may not transfer funds to budget categories containing zero dollars without TCEQ pre-approval in writing, including email.
 - 10.4.4 All invoices must be submitted in a format that clearly shows how the budget control requirement is being met.
 - 10.5 All negative budget categories shall be adjusted prior to submitting the quarterly FSRs.
11. **Budget Category Expense Records and Documentation.** The Performing Party shall maintain expenditure documentation to show the work was performed and that the expense was incurred and paid. Expense documentation shall be in accordance with this Contract and TXGMS, including supporting reasonable expenditures necessary to this Contract, and shall be submitted to TCEQ with each FSR. Expense record documentation shall be conducted per TXGMS. Budget category expenses not addressed in the following will be administered per the Contract requirements, including the Special Terms and Conditions and TXGMS. The Performing

Party must follow all applicable laws, rules, regulations, and TxGMS procurement standards, including requirements regarding competitive bidding and competitive proposals. TCEQ may reject invoices without appropriate supporting documentation.

- 11.1. **Personnel/Salary.** The Performing Party's employee positions covered in this Contract are set forth in **Attachment 1**.

11.1.1. The Performing Party shall submit time sheets that have been signed by the employee and approved by the supervisory official having firsthand knowledge of the work performed by the employee.

11.1.2. Any changes to the Personnel/Salary positions covered in **Attachment 1** of the Contract, must be submitted to the TCEQ immediately when a change occurs, if there is an impact to the budget, or quarterly. The changes include monthly salary, percentage of time allocated to a position, budget by position and by either adding or deleting positions.

- 11.2. **Travel.** Travel expenses are allowed as set forth in **Attachment 1**. Training expenses are included in Travel. Any additional travel expenses must be pre-approved by TCEQ in writing, including email. Travel costs will be reimbursed only in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.

The Performing Party shall submit travel documentation, which, at a minimum, is consistent with TXGMS and this Contract, identifies the purpose of the travel, and is supported with actual receipts for hotel accommodations, public transportation, airfare, and other travel expenses.

- 11.3. **Supplies.** Expenses included under the Supplies expense category of the budget set forth in **Attachment 1** shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than \$5,000, excluding shipping, handling, freight, tax, and similar costs.

11.3.1. The Performing Party shall submit Supplies expenditure documentation in one of the following formats: receipts, purchase orders (if issued) or invoices marked paid, and canceled checks.

- 11.4. **Equipment.** Equipment expenses are not eligible for reimbursement under this Contract.

- 11.5. **Contractual.** Expenses included under the Contractual expense category of the budget set forth in **Attachment 1** shall be for costs for services or tasks provided by a firm or individual who is not employed by the Performing Party.

11.5.1. No expenses included under the Contractual expense category of the budget set forth in **Attachment 1** shall be allowed under this Contract unless the contractor, contract amount, and scope of work are approved ahead-of-time by the TCEQ, in writing, including emails, and included on the list of authorized Contractual expenses or in the appropriate quarterly FSR.

11.5.2. The Performing Party shall maintain evidence that the contract price is reasonable, necessary, and allocable to this Contract. The evidence of reasonability may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the TXGMS, which must be in compliance with applicable state laws, rules, and regulations for the activity or service for which the Performing Party is contracting. The Performing Party shall maintain monitoring plans, monitoring desk reviews, liability insurance documents, and site visit reports, to document oversight and review of the subrecipients' expenses.

11.5.3. Expenditure documentation to be submitted by the Performing Party includes receipts, purchase orders (if issued) or invoices marked paid, and canceled checks.

- 11.5.4. Any amendment to a Performing Party contract authorized for reimbursement under this Contract, which will result in or require substantive changes to any of the tasks required to be performed under this Contract, must be approved in writing, including email, by the TCEQ prior to the Performing Party incurring costs.
- 11.6. **Other Expenses.** All expenses under the “Other” expense category of the budget set forth in **Attachment 1** shall be in connection with the tasks and activities to be performed under this Contract. Expenses not falling under the main expense categories may be included under the “Other” expense category if appropriate for the proposed project as set forth in this Article. The Performing Party shall submit Other expenditure documentation in one of the following formats: receipts, purchase orders (if issued) or invoices marked paid, and canceled checks.
- 11.6.1. The Performing Party must seek TCEQ prior approval for any expense that are not included in Attachment I to ensure that expenditures charged under the “Other” budget category are allowable. All expenses must be itemized in the appropriate quarterly FSR.
- 11.7. **Indirect Cost Rate.** Indirect and Fringe Benefit Cost Rates will be described in the Approved Application documents and shall be calculated per TXGMS or 2 Code of Federal Regulations Part 200. If the Performing Party has a pre-determined rate from its Federal Cognizant Agency or the State Coordinating Agency (source will depend on source of grant funding and amount), send TCEQ the approved letter and any subsequently-updated letters. If the Performing Party does not have a predetermined rate, but are in the process of getting one, provide TCEQ the indirect cost proposal that the Performing Party will submit to the Federal Cognizant Agency or State Coordinating Agency. If you do not plan to get a rate, you may use the default rate, which is a standard rate of ten percent of modified total direct costs that is used in lieu of determining the actual indirect costs of the activities. To the extent that the reimbursable rate is lower than Performing Party’s actual indirect costs, Performing Party is contributing its unreimbursed indirect costs to the successful performance of this Contract, and waives any right it may have to reimbursement of those costs. Performing Party must fund all unreimbursed indirect costs from other funds. It is the Performing Party’s responsibility to ensure that unreimbursed indirect costs are not charged to other projects which do not benefit from them, and that it uses funding sources that may be properly used to fund its unreimbursed costs.
- 11.8. **Additional Expense Records.** If requested by the TCEQ, the Performing Party agrees to provide to the TCEQ the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the TCEQ. The TCEQ will provide reasonable time for the Performing Party to comply with a request for additional records. The TCEQ will allow the Performing Party reasonable time to respond to any findings of noncompliance or other problems identified by the records review.
12. Subarticle 1.2.1 of the General Terms and Conditions is replaced with the following:
- 1.2.1 **Material Changes.** Material changes to the contract require a written amendment signed by both parties. These Amendments take effect when signed by the Performing Party and TCEQ, unless otherwise designated in the Amendment. Material changes include:
- 1.2.1.1 Changes in the total amount of funds in the Budget or Contract;
- 1.2.1.2 Changes to the Contract’s Expiration Date;
- 1.2.1.3 Changes to the Scope of Work that affect TCEQ’s obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature;
- 1.2.1.4 Changes that affect the material obligations of the Performing Party in this Contract; and

- 1.2.1.5 Transfers between the authorized amounts of expenditures in the Budget Categories if the cumulative changes are greater than 10% of the yearly budget.

13. Subarticle 1.2.3. of the General Terms and Conditions is replaced with the following:

1.2.3 Minor Changes. The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written Amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, Application (**Attachment 1**), or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change (date of issuance). A copy of the agreed change must be retained in the appropriate file by both the Performing Party and TCEQ.

1.2.3.1 Minor, non-material changes include:

- 1.2.3.1.1 Changes to the schedule in the Scope of Work or Application (**Attachment 1**), including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
- 1.2.3.1.2 Changes to the individual tasks in the Application (**Attachment 1**) that do not substantially change the obligations of the Parties relative to those tasks; these changes would be submitted to TCEQ electronically via a markup Word version of the Application; and
- 1.2.3.1.3 Transfers between the authorized amounts of expenditures in the Budget Categories if the cumulative changes are equal to or less than 10% of the total budget.

14. **Level-of-Effort Certification.** Subarticle 4.3 *Reimbursement* of the General Terms and Conditions is replaced with the following:

4.3 **Level-of-Effort Certification.** Performing Party must submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on percentage of the employee's time performing activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS or 2 CFR § 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.

If TCEQ determines that the records do not comply with the requirements of TxGMS or 2 CFR § 200.430, the Performing Party will work with TCEQ to bring the level of certification into compliance. TCEQ may require the Performing Party to complete the attached Level-of Effort Certification form. The LEC form must be completed and submitted with each invoice, unless otherwise approved by TCEQ in writing.

15. **Auditing.** If the Performing Party is required by TXGMS to obtain a Single Audit or program-specific audit and the audit is not posted on the Federal Audit Clearinghouse website, the Performing Party shall provide the audit to TCEQ immediately upon the completion of the audit and provide the Performing Party's management decisions.
16. **Material Reliance.** TCEQ materially relies on all certifications and information provided by the Performing Party.
17. **Reimbursed Items and Data.** In addition to the licenses granted in the General Terms and Conditions Subarticles titled Third Party Intellectual Property and Grant of License of the General Terms and Conditions, TCEQ may, or may authorize a TCEQ grantee to, do the following: use, reproduce, publish, or modify intellectual property or other items or data developed with TCEQ funds, which were provided/reimbursed under this agreement, to perform actions on any grant that is fully- or partially-funded by TCEQ or for a non-commercial-TCEQ or State-of-Texas purpose when such use promotes efficient and effective use of TCEQ grant funds. Performing Party is responsible for obtaining all intellectual property licenses necessary to fulfill this requirement and providing documentation to TCEQ on the use of any intellectual property.

18. **Non-discrimination.** If the Performing Party is an employer under the Texas Labor Code, it must not discriminate on the basis of race, color, disability, religion, sex, national origin, age, or genetic information in its employment decisions.
19. Subarticle 6.1 *Performing Party's Responsibility for the Scope of Work* of the General Terms and Conditions is replaced with the following:
- 6.1 **Performing Party's Responsibility for the Scope of Work.** Although TCEQ approves Performing Party projects for funding under this Contract, the Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance. As part of being responsible for the Scope of Work as its own project, for potentially hazardous activities or loaning of equipment that could cause injury, the Performing Party agrees to undertake the following or to require its subrecipients or contractors to do the following: undertake full responsibility for obtaining necessary releases of liability and having a safety plan, including from volunteers, and borrowing agreements, regarding equipment; and requiring control, care, and maintenance of equipment and any necessary safety training. The Performing Party shall not allow the subrecipient or contractor to lend equipment.

*****END OF SPECIAL TERMS AND CONDITIONS*****

Federal Conditions and Forms (GRANTS)

ARTICLE 1. FEDERAL REQUIREMENTS

This Agreement is funded in whole or in part with federal grant money. All applicable requirements of TCEQ's federal grants; 2 Code of Federal Regulations (CFR) Part 200, including procurement standards; EPA grant policies and guidance including 2 CFR Part 1500; and any additional federal funding conditions that arise during the Agreement period, are incorporated herein by reference. (TCEQ will provide copies of applicable federal grants or regulations upon request). TCEQ has separately provided the current and available pass-through information required under 2 CFR 200.331 to the Performing Party with this agreement. The term "Performing Party" as used in these *Federal Conditions* means either Performing Party, Grantee, or Recipient, as applicable.

ARTICLE 2. FEDERAL INTELLECTUAL PROPERTY REQUIREMENTS

In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this agreement for Federal purposes. EPA may authorize another grantee to use copyrighted works or other data developed with EPA funds provided under this agreement to perform another grant when such use promotes efficient and effective use of Federal grant funds.

ARTICLE 3. ACKNOWLEDGMENT OF FINANCIAL SUPPORT

The Performing Party shall acknowledge the financial support of the TCEQ and the U.S. EPA whenever work funded, in whole or part, by this Agreement is publicized or reported in news media or publications. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use within the TCEQ, shall carry the following notation on the front cover or title page:

PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND
U.S. ENVIRONMENTAL PROTECTION AGENCY

This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to Texas Commission on Environmental Quality. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document.

ARTICLE 4. RECYCLED MATERIALS

1. When Performing Party procures \$10,000 or more of a designated item in a fiscal year for this Contract or did so in the preceding fiscal year, Performing Party will select the item containing the highest percentage of recycled materials practicable as required by 42 U.S.C. 6962 and 2 CFR 200.323. This requirement does not apply to incidental purchases that are not a direct result of this Contract. Designated items are listed by the EPA in the most recent Consolidated Recovered Materials Advisory Notice. If the item with the highest percentage of recycled materials does not meet performance standards or is not available in a reasonable time or at a reasonable price, or the purchase of the item would not allow a reasonable level of competition, Performing Party may select a different item. With its invoice, Performing Party will report any purchases to which this section applies to TCEQ and indicate the percentage of recycled

materials in the items purchased. If Performing Party does not select the item containing the highest percentage of recycled materials, it will also state the reason.

2. Paper for Reports to EPA. When directed to provide paper documents, the Performing Party agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

ARTICLE 5. ACCOUNTING SYSTEMS AND PROPERTY MANAGEMENT

1. Performing Party shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with 2 CFR § 200.302. This system shall provide for the identification, accumulation, and segregation of allowable and unallowable project costs among projects.
2. Performing Party shall comply with the property management requirements of 2 CFR §§ 200.310 through 200.316.

ARTICLE 6. RECORDS, ACCESS, AND AUDIT

1. The Federal Government and its agencies will have the same rights of access to records as are granted to, assigned to, or reserved by the TCEQ under this Agreement. The Performing Party shall maintain fiscal records and supporting documentation for all expenditures of funds pursuant to 2 CFR Part 200, Subparts D and F, as well as 2 CFR Part 1500, as appropriate.
2. In accordance with 2 CFR 200.501(a), the Performing Party shall obtain a single audit if it expends \$750,000 or more a year in federal awards.
3. Performing Party must immediately notify the TCEQ of any audit findings specifically related to this award and provide the TCEQ a copy of such findings within three (3) business days after issuance. By submitting an invoice, Financial Status Report, or other financial reporting documentation, Performing Party certifies that it did not receive any audit findings specifically related to this award during the invoicing/reporting period, except for such audit findings Performing Party already provided notice of in accordance with this Section.

ARTICLE 7. SUSPENSION AND DEBARMENT

Performing Party shall fully comply with Subpart C of 2 CFR Part 180, entitled "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Performing Party is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Performing Party is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Performing Party acknowledges that failing to disclose the information required under 2 CFR § 180.335 may result in the delay or negation of this agreement or pursuance of legal remedies. Performing Party may access the System for Award Management at: <https://www.sam.gov/SAM/> or type "System for Award Management" in an internet search.

ARTICLE 8. PROHIBITION ON USE OF FEDERAL FUNDS FOR LOBBYING AND LITIGATION

1. The Performing Party agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Performing Party agrees that none of the funds paid under this Contract will be used to engage in the lobbying of the Federal Government in connection with obtaining any federal contract, grant, or other award, or in litigation against the United States unless authorized under existing law.
2. The Performing Party shall submit to the TCEQ the EPA Certification Regarding Lobbying form and if applicable, the Disclosure of Lobbying Activities form. The

Performing Party must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.

3. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

ARTICLE 9. CIVIL RIGHTS OBLIGATIONS

1. In carrying out this agreement, the recipient must comply with:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), and other Federal statutes and regulations prohibiting discrimination by entities receiving Federal financial assistance, as applicable.
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.
2. If the recipient is conducting an education program under this agreement, it must also comply with:
 - a. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.
3. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:
 - a. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.
4. Regulatory Requirements
 - a. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - i. For Title IX obligations, 40 CFR Part 5; and
 - ii. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
 - iii. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.
5. TITLE VI - LEP, Public Participation and Affirmative Compliance Obligation
 - a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at <https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to->

[environmental-protection-agency-financial-assistance-recipients-regarding-title-vi.](#)

6. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <https://www.govinfo.gov/content/pkg/FR-2006-03-21/pdf/06-2691.pdf>.
7. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

ARTICLE 10. DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

1. The Performing Party shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Performing Party shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Performing Party to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.
2. Performing Party agrees that qualified DBEs and active Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of the Work required under this Contract through possible subcontracts to carry out portions of the Work or any goods or services procured to directly support the Work.
3. The Performing Party is required to make a good faith effort to include HUBs or DBEs on any procurement for subcontractors or suppliers/vendors for Work under this Contract.
4. The Performing Party must submit *one* of the following forms with each invoice.
 - a. TCEQ Disadvantaged Business Enterprise (DBE) Program Minority Business Enterprise (MBE) and Women Owned Business (WBE) Expenditures Report (attached); or
 - b. Texas Comptroller HUB Subcontracting Plan (HSP) Progress Assessment Report (PAR) found at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>. This form shall include the name and identification number of the HUB or DBE and the amount paid to the HUB or DBE.
5. The Performing Party shall retain all records documenting compliance with good faith efforts when performing under the EPA DBE program.
6. Before terminating a DBE for convenience, the Performing Party must notify TCEQ in writing.
7. If a DBE subcontractor fails to complete work for any reason, and the Performing Party plans to procure a replacement subcontractor, the Performing Party must demonstrate the same good faith effort to procure the replacement subcontractor.
8. The Performing Party must pay its subcontractors for satisfactory performance no more than 10 days from the Performing Party's receipt of payment from TCEQ.
9. TCEQ's established fair share goals are as follows:

	MBE GOAL(%)	WBE GOAL (%)
Construction	7.34	10.60
Equipment	19.57	19.64
Services	12.98	23.70

Supplies	19.37	14.15
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ARTICLE 11. DEMONSTRATION OF COMPETENCY and SCIENTIFIC INTEGRITY

1. In accordance with EPA directive FEM 2012-02 Rev. 1, "Policy to Assure the Competency of Organizations Generating Environmental Measurement Data Under Agency-Funded Assistance Agreements," if the Work performed by the Performing Party or any of its subcontractors or subrecipients under this Contract includes generating or using environmental data through sample collection, field measurements and/or laboratory analysis, then it must document and maintain certification demonstrating the competency of individuals using or generating environmental data under this Contract. Certification may include training records, certificates, or educational credentials.
2. The Performing Party agrees to comply with [EPA's Scientific Integrity Policy](#) when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this award condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

ARTICLE 12. TRAFFICKING IN PERSONS

1. Prohibition Statement - Performing Party may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time of the award; or use forced labor in the performance of the award or subaward under the award.
 - a. TCEQ may unilaterally terminate this award, without penalty, if a Performing Party that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement above; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement through conduct that is either (a) associated with performance under this award; or (b) imputed to the Performing Party using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)", as implemented at 2 CFR Part 1532. The Performing Party must inform TCEQ immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement above.
 - b. TCEQ's right to terminate unilaterally: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to TCEQ under this award.

ARTICLE 13. MISCELLANEOUS PROVISIONS

1. Drug-Free Workplace. The Performing Party must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536. Additionally, in accordance with these regulations, the Performing Party must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.
2. Hotel and Motel Fire Safety Act. Pursuant to 15 U.S.C. 2225a, the Performing Party agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Performing Party may search the Hotel-Motel National Master List at

<https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

3. Clean Air Act and Federal Water Pollution Control Act. If the Agreement is in excess of \$150,000, the Performing Party agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).
4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Performing Party is prohibited from using grant funds to enter into contracts or subawards (or extend or renew contracts or subawards) with entities that use or provide covered telecommunications equipment or services as described in 2 CFR § 200.216 and Public Law 115-232, Section 889. This prohibition includes in-kind contributions. This provision is subject to the exceptions provided in Public Law 115-232, Section 889.
5. Religious Liberty. In accordance with 2 CFR § 200.300 and Executive Order 13798, ensure for states and other public recipients, that subawards are not conditioned in a manner that would disadvantage applicants for subawards based on their religious character.

ARTICLE 14. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

1. In accordance with 2 CFR Part 25 and 2 CFR 200.332(a)(1), entities that receive subawards from TCEQ that are funded wholly or partially with federal funds must (1) be registered in the System for Award Management (SAM) prior to submitting an application or plan or entering into an agreement; (2) maintain an active SAM registration with current information at all times while the application or plan is under consideration by TCEQ or during the term of the agreement; and (3) provide its Unique Entity Identifier (UEI) in each application or plan it submits to TCEQ, unless an exemption applies.
2. No funds may be received or awarded until Performing Party has complied with these requirements and provided a valid UEI number.
3. Additionally, in accordance with 2 CFR Part 170, if certain elements are met, Performing Party must report the total compensation for each of its five most highly compensated executives for the preceding completed fiscal year.
4. These elements are found on the TCEQ Federal Funding Accountability and Transparency Act Reporting Form, which must be completed and provided to TCEQ no later than the Performing Party's date of signature on this agreement.

ARTICLE 15. CONSULTANT SALARY CAP

1. The salary rate (excluding overhead) paid to individual consultants retained by the Performing Party is limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, and adjusted annually.
2. This limit applies to consultation services of designated individuals who are experts in their fields with specialized skills and who are paid at a daily or hourly rate. This salary limit does not apply to consultants selected through a procurement process that conforms to Subpart D of 2 CFR 200 unless the Performing Party is responsible for the selection, direction, and control of the consultant(s). See [2 CFR 1500.10](#).

ARTICLE 16. MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses;

unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

ARTICLE 17. PROCUREMENT

1. The Performing Party must comply with the procurement standards in 2 CFR §§ 200.317 – 200.327 including those requiring competition when the Performing Party or any subrecipient acquires goods and services from contractors (including consultants).
2. Domestic Preferences for Procurements. In accordance with 2 CFR § 200.322, and to the maximum extent practicable, appropriate, and consistent with applicable law, Performing Party will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this provision must be included in all subawards, contracts, and purchase orders for work or products funded by this award.
3. Build America, Buy America (BABA) The Performing Party may be subject to the Buy America Sourcing Requirements under the BABA provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917 Buy America Sourcing Requirements) (BABA Requirements) when the work is funded in whole or part with Federal funds for the purchase of goods, products, and materials used for construction, alteration, maintenance, or repair of infrastructure work. Iron, steel, manufactured products, and construction materials used in Federally-funded infrastructure projects must be produced in the United States as specified in the BABA Requirements, rules, and federal guidance. If the BABA Requirements are applicable, the Performing Party must implement these requirements in its procurements and must flow down this Article to all subcontractors and subrecipients at any tier. For legal definitions and sourcing requirements, the Performing Party must consult EPA's Build America, Buy America website.

ARTICLE 18. CYBERSECURITY

1. Any connection between the Grantee's network or information technology system and an EPA network or information technology system used to transfer data under this agreement must be secure. A connection is a dedicated persistent interface between the Grantee's network or information technology system and EPA's network or information technology system for the purpose of transferring information.
2. The Grantee will contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. Contact the TCEQ Grant Manager for the EPA PO's contact information.
3. This condition does not apply to (1) transitory user-controlled connections, such as website browsing, (2) manual entry of data by the Grantee into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data, or (3) Grantee's connections that use the Environmental Information Exchange Network or EPA's Central Data Exchange.

Instructions on how to fill out the attached Federal Forms:

1. **Certification Regarding Lobbying (EPA Form 6600-06)** — Complete and return with signed Contract. Contains certifications about the use of Federal appropriated funds in connection with lobbying. If at any time during the course of the Contract you have any federal lobbying to report, you must provide a **Disclosure Regarding Lobbying Form (SF-LLL)** to the TCEQ Project Representative, with quarterly updates. Note, this form is not attached, but may be found online.
2. **TCEQ Disadvantaged Business Enterprise (DBE) Program MBE and WBE Expenditures Report** — submitted with each invoice.
3. **TCEQ Federal Funding Accountability and Transparency Act Reporting Form** — Completed upon or prior to Contract execution.



United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

OMB Control No. 2010-0001
Approval expires 06/30/2024

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 0.25 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative



Grantee Name:				
Grantee ID:				
Grantee Point of Contact (POC) Name:				
POC Phone Number:				
TCEQ Contract #:				
POC Email:				
Invoice #:				

		Was this payment for Services, Equipment or Supplies?	Indicate MBE or WBE	Amount Paid
MBE/WBE Subcontractor / Business	Vendor ID #:			
Total Paid:	\$0.00			

Affirmation. The information provided on this form is accurate and complete.

End of Worksheet



Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with federal funds by TCEQ. In accordance with 2 Code of Federal Regulation (CFR) Part 170 and the Federal Funding Accountability and Transparency Act, as amended, TCEQ must collect subrecipient information for transactions \$30,000 or greater.

Information completed by TCEQ Program Area:

TCEQ Contract No./PCR	
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Information completed by Subrecipient:

Legal Name of Entity	
Unique Entity Identifier (UEI)	

Exemption from reporting compensation information
* <input type="checkbox"/> Please check box for exemption from reporting if in the preceding fiscal year either of the following bulleted items applied:
<ul style="list-style-type: none"> Recipient received less than 80% of its annual gross revenues in Federal awards [federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements]; and the recipient received less than \$25,000,000 in annual gross revenues from Federal awards. OR the public has access to information about compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Total Compensation and Names of Top Five Executives (if applicable)	
Name	Compensation Amount

Subrecipient Responsible Party		
Title	Print Name	Signature/Date



Federal Funding Accountability and Transparency Act

This form is required to be completed by the subrecipient for contracts funded wholly or partially with federal funds by TCEQ. In accordance with 2 Code of Federal Regulation (CFR) Part 170 and the Federal Funding Accountability and Transparency Act, as amended, TCEQ must collect subrecipient information for transactions \$30,000 or greater.

FFATA Form Instructions

Information completed by TCEQ Program Area:

This field should be completed by TCEQ program area.

- **TCEQ Contract No./PCR** – Enter the Contract Number and Procurement Control Request (PCR) generated by Budget Accounting and Monitoring System (BAMS) when the original contract is first established. The PCR number does not need to be provided if it is the same as the last five digits of the Contract number.

Information completed by Subrecipient:

Each field requires a response by the subrecipient.

- **Legal Name of Entity** – Enter name of the subrecipient organization that corresponds with subrecipient's Unique Entity Identifier (UEI) as it appears in the System for Award Management (SAM) profile, www.sam.gov.
- **UEI** – Enter subrecipient's organization's 12-digit UEI as it appears in its SAM Profile. Effective April 4, 2022, the UEI replaced the DUNS Number for the purpose of completing this form. To find your UEI or request a UEI, visit SAM.gov.
- **Total Compensation and Names of Top Five Executives (if applicable)** – As defined in 2 CFR 170.110, you must report Executive Compensation from your preceding fiscal year unless any of the exemption criteria apply.
- **Subrecipient Responsible Party** – The person completing the form should provide title, printed name, signature, and date the form was signed.

Return completed and signed form to TCEQ Contract Manager.



Federal Reporting of Pass-Through Funding Information

This form is completed by TCEQ for contracts, amendments, and work orders funded wholly or partially with federal funds by TCEQ. In accordance with 2 CFR § 200.332 (a)(1) Requirements for Pass-Through Entities, TCEQ must provide its subrecipients with the federal grant information below at the time of the subaward and TCEQ must notify subrecipient if information changes or becomes available. TCEQ does not receive Research & Development awards.

COMPLETED BY PROGRAM AREA

Subrecipient Information

Name			
Unique Entity Identifier (UEI)			
Principal Place of Performance Street Address			
City, State		Zip + 4	

Contract Information

Description of This Action							
Contract#		Work Order #		PCR #		Amendment #	

Contract Funding

Grant # (Grant # and PCA for PPG)	Previous Total Amount	This Action Amount	Total Amount
<i>State Funding</i>			
<i>Future Estimated Funding</i>			
TOTALS	\$ 0.00	\$ 0.00	\$ 0.00

COMPLETED BY FEDERAL FUNDS SECTION

Federal Award Information

Federal Award ID # (FAIN)	Grant # (s)	ALN (CFDA #)	Award Issue Date	Initial Indirect Cost Rate	Total Amount Obligated

FAIN	Federal Award Project Description

Assistance Listing Number (ALN) Information

ALN (CFDA#)	Awarding Agency	ALN (CFDA#) Title

Date form completed: _____



Federal Reporting of Pass-Through Funding Information

This form is completed by TCEQ for contracts, amendments, and work orders funded wholly or partially with federal funds by TCEQ. In accordance with 2 CFR § 200.332 (a)(1) Requirements for Pass-Through Entities, TCEQ must provide its subrecipients with the federal grant information below at the time of the subaward and TCEQ must notify subrecipient if information changes or becomes available. TCEQ does not receive Research & Development awards.

Instructions for completing the Federal Reporting of Pass-Through Information Form (do not include instructions with completed pass-through form)

Note: This is part of an auditable process.

PROCESS

A new form is required for new contracts, amendments, funding changes, and work orders with federal funding.

1. Program area completes a new form with the information as identified below and emails completed form to the FGA with cc to fgrants@tceq.texas.gov at time of BAMS routing.
2. P&C will request the completed pass-through form through fgrants@tceq.texas.gov when the contract is nearing execution.
3. FGA completes the information as identified below and uploads the pass-through form to BAMS.
4. FGA completes the *Date form completed* at the bottom of the document, emails the grant manager and contract specialist, and uploads the updated form to BAMS. Information presented in the pass-through form is current as of the Date-form-completed entry.
5. Program area will send the form to the subrecipient.

COMPLETED BY PROGRAM AREA

This section is the responsibility of the grant manager.

Subrecipient Information

Name - Enter the unique entity identifier (UEI)-the associated name of the subrecipient as it appears in the System for Award Management (SAM) profile (www.sam.gov) and the contract.

UEI - Enter the subrecipient's 12-digit UEI number as it appears in its SAM profile.

Principal Place of Performance - Enter the physical address where the work will be primarily performed. The zip code + 4 is required. For work performed at multiple locations, provide the location where most of the work is performed.

Contract Information

Description of This Action - Enter the reason for this subaward/work order action, including initial, amendment, funding source change, encumbrance change, or any updates to the pass-through form.

Contract # - Enter the contract number generated by the Budget and Monitoring System (BAMS) when the original contract is first established.

Work Order # - Provide the work order number, if applicable.

PCR # - Enter the procurement and contract requisition (PCR) number generated by BAMS when the original contract is first established. The PCR number does not need to be provided if it is the same as the last five digits of the Contract number.

Amendment # - Provide the amendment number, if applicable.

Contract Funding

Grant # - Provide the internal TCEQ grant number that funds the contract or work order. For PPG - Provide the Grant Number and the program cost account (PCA) number.

Previous Total Amount - Provide the total amount from the previous pass-through form for each grant number. For PPG, provide by grant number and PCA.

This Action Amount - Provide the funding amount being added or decreased for each grant number. For PPG, provide by grant number and PCA.

Total Amount - Provide the sum of the funding amounts for each grant number. For PPG, provide by grant number and PCA.

If adding funding in a subsequent fiscal year (FY), please ensure that the total amount from closed grants reflects actual expenditures. Account for the difference between previous entries and actual expenditures in "This Action Amount."

State Funding – Provide the current, combined amount of state funding for this contract.

Future Estimated Funding – Provide estimated funding amount from anticipated future grant awards or other funding sources. Provide any amount of funding not captured above from all future, anticipated funding sources.

Totals – Provide the sum of the amounts for each column. "This Action Amount" should equal the total of funding being added. "Total Amount" should equal the total contract or work order amount.

COMPLETED BY FEDERAL FUNDS SECTION

This section is the responsibility of the federal grants analyst.

Federal Award Information

Federal Award ID # (FAIN) - Identify the federal award identification number assigned by the federal awarding agency. This number can be found on the award document and in the Award component of the TABS Grants Module. Enter an asterisk (*) in this field if an award has not yet been issued.

Grant # (s) - Provide the grant number(s) that corresponds with the grant funding table above. Combine all grant numbers associated with the same FAIN.

ALN (CFDA #) - Provide the assistance listing number (ALN, formerly known as the Catalog of Federal Domestic Assistance Number) that ties to each FAIN. This number can be found on the award or in the Award component of the TABS Grants Module.

Award Issue Date - Provide the date the initial federal award was issued by the federal awarding agency. Enter an asterisk (*) in this field if an award has not yet been issued.

Indirect Cost Rate - Provide the indirect cost rate provided in the initial award.

Total Amount Obligated - Provide the total amount of funds supporting this contract from all grants sharing this FAIN (federal-award roll up).

FAIN - Provide the FAIN and include a line for each FAIN listed above. Enter an asterisk (*) in this field if an award has not yet been issued.

Federal Award Project Description - Provide the award project description from the award document. Enter an asterisk (*) in this field if an award has not yet been issued.

Assistance Listing Number (ALN) Information

ALN (CFDA #) - Provide the ALN (CFDA #) and include a line for each listed above.

Awarding Agency - Provide the name of the awarding grantor agency for the corresponding ALN (CFDA #) (e.g., EPA, DHS, etc.).

ALN (CFDA #) Title - Provide the corresponding ALN (CFDA #) title listed on Sam.gov.

Date form completed - FGA enters the "current" date, when the form was most recently completed. This creates an "as of" date for the information on the form.

SCOPE OF WORK

I. INTRODUCTION AND DESCRIPTION OF ACTIVITIES

The purpose of this grant is for the Performing Party to implement the activities set forth in the United States Environmental Protection Agency (EPA) Solid Waste Infrastructure for Recycling (SWIFR) grant to the Texas Commission on Environmental Quality (TCEQ). The SWIFR is a grant program authorized by 33 United States Code (USC) § 4282 and funded through the Infrastructure Investment and Jobs Act (IIJA)(PL 117-58) and United States of America Appropriations Acts. This Scope of Work is a general description of Performing Party grant activities for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives, through the SWIFR grant. The obligations identified within this document apply to each subrecipient (also known as a subgrantee), as well as the Performing Party.

II. ELIGIBILITY

1. The following activities are eligible uses of funding, as described in the [EPA SWIFR Grant Program Guidance for States and Territories](#) and the TCEQ SWIFR Grant EPA Work Plan (**Attachment 2**):
 - 1.1 Support the state-led implementation of solid waste management plans. Implementation could address topics including, but not limited to:
 - 1.1.1. Market development for post-consumer materials;
 - 1.1.2. Improved recycling and organics collection and management; and
 - 1.1.3. Reducing contamination in the post-consumer recycling stream.
 - 1.2 Approaches could include, but are not limited to:
 - 1.2.1 Regulatory and policy development;
 - 1.2.2 Outreach and information sharing with key stakeholders; and
 - 1.2.3 Training of personnel.
2. The following activities are ineligible uses of funding, as described in the [EPA SWIFR Grant Program Guidance for States and Territories](#):
 - 2.1 The purchase of equipment or construction costs;
 - 2.2 The purchase of land; and
 - 2.3 The operations and maintenance costs of post-consumer materials management facilities.

Eligible grant subrecipients under this Contract are local and regional political subdivisions located within the State of Texas, include the following:

- 3.1 Cities;
- 3.2 Counties
- 3.3 Public schools and school districts; and

3.4 Texas Education Service Centers.

III. FINANCIAL ADMINISTRATION OF SUBGRANTS

1. The Performing Party agrees to establish and administer a financial management program to make reimbursements to subrecipients for authorized expenditures and to ensure that the expenditures by the subrecipients were incurred, reasonable, necessary, and allocable to the project. In administering a financial management system, the Performing Party shall adhere to the specific standards and requirements set forth in this Contract, the Texas Grant Management Standards (TxGMS), 2 Code of Federal Regulations (CFR) Part 200 and Chapter XV, and all other applicable laws and regulations. The Performing Party may institute more stringent standards and requirements than are set forth in this Article unless more stringent standards or requirements are disallowed by law or regulation.
 - 1.1 The subgrant agreements shall include a budget, broken down into individual categories consistent with the budget categories used in this Contract.
 - 1.2 The Performing Party shall include the applicable financial standards and controls as set forth in this Contract and statutes and regulations in all agreements with subrecipients;
 - 1.3. Payments by the Performing Party to subrecipients shall be solely for reimbursement of actual allowable costs, with no payments in advance. No subgrant may be made on a fixed-amount of cost reimbursement unless this method is specifically approved by the TCEQ based on supporting evidence of the proposed subrecipient's actual costs;
 - 1.4. The Performing Party may allow a subrecipient to account for expenses incurred and request reimbursement of outlays under either a cash or accrual basis, as defined and authorized under the TxGMS/federal regulations. To be eligible for reimbursement by the Performing Party, a cost must have been incurred and either paid by the subrecipient prior to claiming reimbursement from the Performing Party or incurred by the last day of the time period indicated on the subrecipient's request for reimbursement form and paid no later than 30 (thirty) days after the end of that time period. If any requirement in law, regulation, or TxGMS contains other requirements regarding reimbursement or payment, the subrecipient must reimburse or pay in accordance with the applicable requirement;
 - 1.5. The Performing Party shall also require the subrecipients to submit a request for reimbursement that itemizes expenditures by budget category. The forms shall be submitted by subrecipients at least quarterly or with each request for reimbursement, if reimbursement is requested more frequently than quarterly;
 - 1.6. The Performing Party shall assess the financial risks associated with each subgrant, and shall require a subrecipient to submit expense documentation records and, as necessary, shall conduct on-site monitoring to address those risks;
 - 1.7. The Performing Party shall review all materials accompanying a subrecipient's request for reimbursement and shall not make a reimbursement payment unless all necessary documentation has been provided, is accurate, and complies with the TxGMS/federal regulations;

- 1.8. The Performing Party shall reimburse or otherwise make payment to a subrecipient only for expenses incurred during the term of the subgrant agreement between the Performing Party and the subrecipient, which term may not be outside of the term of this Contract; and
- 1.9. The Performing Party shall not reimburse or otherwise make payment to a subrecipient for an expenditure that is not authorized under this Contract. If it is determined by either the Performing Party or the TCEQ that an expenditure that was reimbursed is not an authorized expense, the Performing Party shall request return and reimbursement of those funds from the subrecipient or allow the subrecipient to move the funds within the budget, if eligible. Performing Party shall not provide additional reimbursements to the subrecipient until the funds have either been returned or applied towards other authorized expenses; and

2. ACTIVITIES AND DELIVERABLES

1. The activities identified herein are subject to the guidelines as set forth in the [EPA SWIFR Grant Program Guidance for States and Territories](#) and these guidelines may be updated and or amended throughout the term of this Contract as deemed necessary by EPA.
2. A project funded under this Contract must be consistent with the TCEQ SWIFR Grant EPA Work Plan (**Attachment 2**). The Performing Party agrees to perform the following administrative activities, as approved in the Application (**Attachment 1**):
 - 2.1. Prepare and submit requested changes to the information provided in the Application within requested time frames and respond to any requests by the TCEQ for changes;
 - 2.2. Conduct a project implementing the RSWMP as described in Attachment 1 - Application and consistent with Attachment 2 -TCEQ SWIFR Grant EPA Work Plan and [EPA SWIFR Grant Program Guidance for States and Territories](#);
 - 2.3. Conduct the grant administration process and conduct and administer subgrant award(s) and purchases (contracts), if applicable;
 - 2.4. When developing new education and outreach materials, submit materials to TCEQ Grant Manager for review and approval before releasing to the public or publishing;
 - 2.5. Maintain program records and conduct program reporting on forms provided by the TCEQ;
 - 2.6. Maintain program budget and conduct financial reporting on forms provided by the TCEQ;
 - 2.5 TCEQ and its affiliated entities, including, but not limited to, grantees or contractors and the federal grantor agency, may use, reproduce, publish, or modify intellectual property or other items or data that are developed under this Contract with TCEQ or federal funds, whether fully or partially-funded with TCEQ or federal funds. Additional information is provided in the Subarticle titled Reimbursed Items and Data in the Special Terms and Conditions, including that the Performing Party must obtain the necessary licenses. Examples of intellectual

property or other items or data include, but are not limited to, logos, mottos, surveys, graphics, and reports; and

- 2.6. Conduct additional requirements as requested by the TCEQ.

3. REPORTING

1. **Progress Reports.** For any changes to the reporting due dates, the Performing Party must obtain written prior approval for an extension from TCEQ. Progress reports shall be submitted using the most-recently-approved forms.

- 1.1 **Semi-Annual Report.** Using the format for the Semi-Annual Report provided by TCEQ, the Performing Party shall provide a minimum of one report. The Semi-Annual Report shall document the Performing Party's performance under this Contract, including the accomplishments and slippage of any task and activities compared to the outcomes specified for the period.

The Semi-Annual Report to the TCEQ shall be due on March 30, 2025.

Upon written notification to the Performing Party, the TCEQ may require that Semi-Annual Reports be provided on a more frequent basis, but no more frequently than quarterly. The Performing Party will request the template for the Semi-Annual Report from TCEQ.

- 1.2 **Final Report.** Using the format provided by TCEQ, the Performing Party shall provide one Final Report. The Final Report shall document the Performing Party's performance under this Contract, including the accomplishments and slippage of any task and activities compared to the outcomes specified for the period. The final report must include:

- SWIFR output results as designated in Attachment 2 - TCEQ SWIFR Grant EPA Work Plan;
- Materials developed as part of the project; and
- Existing materials and other information to assist other regions and small governments in implementing a similar project.

The Final Report to the TCEQ shall be due on August 31, 2025; any activities performed after that date cannot be reimbursed under this Contract. The Performing Party will request the template for the Final Report from TCEQ.

- 1.3 **Financial Status Reports (FSRs).** The Performing Party shall request reimbursement from the TCEQ via a completed FSR workbook, as specified by the TCEQ, containing as its "reporting period" the latest State Fiscal Year (FY) quarter within 30 (thirty) days following the end of each of the first three (3) FY quarters contained within the contract period, at a minimum, no more frequently than once per month. Such reports shall be required even if no expenses or encumbrances have been incurred during the report period. A Final FSR workbook, indicating in the appropriate box that it is the final report, shall be submitted by the Performing Party not later than October 15, 2025. Charges cannot be made to this grant for activities performed after August 31, 2025.

- 1.4 **Submission of Reports - General.** All Reports listed above shall be submitted in signed electronic format and shall be addressed to the TCEQ Grant Manager.

GENERAL TERMS AND CONDITIONS

Revised September 7, 2023

1. CONTRACT PERIOD

- 1.1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Contract Signature Page. If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.
- 1.2. **Amendments.** This Contract is not subject to competitive selection requirements and may be amended by mutual agreement. Except as specifically allowed by the Contract, all changes to the Contract require a written amendment that is signed by both parties.
 - 1.2.1. **Material Changes.** Material changes to the Contract require a written amendment signed by both parties. These amendments take effect when signed by the Performing Party and TCEQ, unless otherwise designated in the amendment. Material changes include the following:
 - 1.2.1.1. Changes in the total amount of funds in the Budget or the Contract;
 - 1.2.1.2. Changes to the Contract's Expiration Date;
 - 1.2.1.3. Changes to the Scope of Work that affect TCEQ's obligations to the entity providing funding, such as the United States Environmental Protection Agency (EPA), another state or federal agency, or the Texas Legislature; and
 - 1.2.1.4. Changes that affect the material obligations of the Performing Party in this Contract.
 - 1.2.2. **Unilateral Amendments.** As specifically allowed by the Contract, TCEQ may issue unilateral amendments. Unilateral amendments take effect when issued by TCEQ.
 - 1.2.3. **Minor Changes.** The TCEQ Contract Manager and/or the TCEQ Project Manager has the authority, without a written amendment, to correct typographical errors; make written Contract interpretations; and make minor, non-material changes to the requirements in the Scope of Work, the Procedures for Work Orders, or the Work Orders (including Proposals for Grant Activities); or as agreed to elsewhere in the Contract. Performing Party must provide TCEQ with a written objection to any Minor Change no later than five (5) business days from the effective date of the Minor Change. A copy of the agreed change shall be retained in the appropriate file by both the Performing Party and TCEQ.
 - 1.2.3.1. **Minor, non-material changes include:**
 - 1.2.3.1.1. Changes to the schedule in the Scope of Work including an extension of a deliverable due date, not to exceed the expiration date of the Contract;
 - 1.2.3.1.2. Changes to the schedule in the Work Order including an extension of a deliverable due date, not to exceed the expiration date of the Work Order;
 - 1.2.3.1.3. Changes to the individual tasks/activities in the Scope of Work or Work Order, if applicable, that do not substantially change the obligations of the Parties relative to those tasks/activities;

- 1.2.4. It is the Performing Party's responsibility to request extensions to the deliverable schedule and other changes that are within the authority of TCEQ.

1.3. **Extensions.** TCEQ may by unilateral written amendment extend the Expiration Date for a period of up to 90 days. Unless otherwise indicated in the applicable contract amendment, an extension does not extend any other deadlines or due dates other than the expiration of the Contract Period.

2. FUNDS

2.1 **Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable. Performing Party will ensure that this article is included in any subcontract it awards.

2.2 **Maximum Authorized Reimbursement.** The total amount of funds provided by TCEQ for the Contract will not exceed the amount of the Maximum Authorized Reimbursement, as amended.

2.3 **Fiscal Year Restrictions.** In order to be reimbursed under this Contract, costs must be incurred during the Contract Period and within the time limits applicable to the funds from which the Contract is being paid. TCEQ is not obligated to extend deadlines to match the maximum period of the funding.

2.4 **Grants.** If this Contract was entered under the TCEQ's authority to award grants, TCEQ is providing financial assistance to the recipient to undertake its own project.

2.5 **No Debt against the State.** This Contract is contingent on the continuing appropriation of funds. This Contract shall not be construed to create debt against the State of Texas.

2.6 **Abortion Funding Limitation.** Performing Party represents and warrants that payments made by TCEQ to Performing Party and Performing Party's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6 of the General Appropriations Act, nor by Texas Government Code Chapter 2273 *Prohibited Transactions*.

2.7 **Excluded Parties.** Performing Party represents and warrants that it is not listed in the prohibited vendors lists authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control. Performing Party will notify TCEQ if it can no longer make this representation.

2.8 **COVID-19 Vaccine Passport Prohibition.** Under § 161.0085 of the Texas Health and Safety Code, Performing Party certifies that it is not ineligible to receive the Contract and will maintain this certification throughout the term of the Contract.

3. ALLOWABLE COSTS

3.1 **Conforming Activities.** TCEQ will reimburse the Performing Party for necessary and reasonable Allowable Costs that are incurred and paid by the Performing Party in performance of the Scope of Work as authorized by this Contract in the Cost Budget or Fixed Payment Amounts.

3.2 **TxGMS.** Allowable Costs are restricted to costs that comply with the Texas Grant Management Standards (TxGMS) and applicable state and federal rules and law. The parties agree that all the requirements of TxGMS apply to this Contract,

including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

4. REIMBURSEMENT

- 4.1. **Reimbursement Requests.** Performing Party shall invoice TCEQ to request reimbursement for its Allowable Costs incurred in performing the Scope of Work. Performing Party's invoice shall conform to all reimbursement requirements specified by TCEQ.
- 4.2. **Personnel Eligibility List (PEL).** If TCEQ will be reimbursing salary or wages, Performing Party must submit a completed Personnel Eligibility List (PEL) prior to starting activities under this Contract and an updated PEL with any invoice following changes to the information provided in the most recent PEL. If a Contract amendment is necessary due to changes reflected on the PEL, Performing Party must immediately submit an updated PEL with a request to amend the Contract.
- 4.3. **Level-of-Effort Reporting.** Performing Party must submit records to support reimbursement requests for exempt employee salaries, where costs are determined based on percentage of the employee's time performing activities. These records must meet the Standards for Documentation of Personnel Expenses in TxGMS or 2 CFR § 200.430, as applicable based on whether state or federal money is used by TCEQ to fund the grant activities.
- If TCEQ determines that the records do not comply with the requirements of TxGMS or 2 CFR § 200.430, the Performing Party will work with TCEQ to bring the level of certification into compliance. TCEQ may require the Performing Party to complete the attached Level-of Effort Certification form. The LEC form must be completed and submitted with each invoice, unless otherwise approved by TCEQ in writing.
- 4.4. **Timesheets.** The performing Party must retain records of timesheets supporting reimbursement requests for nonexempt employees, which are maintained as part of Performing Party's timekeeping system. Timesheets are not required to be submitted with each request for reimbursement; however, the Performing Party must make timesheets available upon request by TCEQ, as necessary for TCEQ to perform its monitoring requirements and audit purposes.
- 4.5. **Conditional Payments.** Reimbursements are conditioned on the Scope of Work being performed in compliance with the Contract. Performing Party shall return payment to TCEQ for either overpayment or activities undertaken that are not compliant with the Scope of Work. This does not limit or waive any other TCEQ remedy.
- 4.6. **No Interest for Delayed Payment.** Since the Performing Party is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable for any late payments.
- 4.7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the TCEQ a release of all claims against the TCEQ for payment under this Contract.
- 4.8. **State Agencies/Institutions of Higher Education.** If the Performing Party is a state agency or institution of higher education, payments must be made via interagency transaction voucher (ITV); please provide a Recurring Transaction Index (RTI) number on the face of the invoice. For payments that are to be deposited into a local bank account, the following statement must be placed on the face of the invoice: "Funds to be deposited into local bank account." For

additional information, please refer to the Texas Comptroller's Accounting Policy Statement (APS) 014.

5. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 5.1 **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor during any audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the audit of funds accepted under this Contract is included in any subcontract it awards.
- 5.2 **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by TCEQ and other state agencies for the purpose of inspection and audit. Financial records regarding this contract shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

6. PERFORMING PARTY'S RESPONSIBILITIES

- 6.1 **Performing Party's Responsibility for the Scope of Work.** Performing Party undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the TCEQ nor as a TCEQ agent or employee. Performing Party agrees that the Scope of Work is performed at Performing Party's sole risk as to the means, methods, design, processes, procedures, and performance.
- 6.2 **Identification and Flow Down Requirements.** Any subaward from this Contract by the Performing Party to a subgrantee must be clearly identified as a subaward. The Performing Party must flow down applicable Contract requirements to subgrantees and subcontractors.
- 6.3 **Independent Contractor.** The parties agree that the Performing Party is an independent contractor. Nothing in this Contract shall create an employee-employer relationship between Performing Party and TCEQ. Nothing in this Contract shall create a joint venture between TCEQ and the Performing Party.
- 6.4 **Performing Party's Responsibilities for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 6.5 **No Third Party Beneficiary.** TCEQ does not exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between TCEQ and any of the Performing Party's subcontractors, suppliers, or other persons or organizations with a contractual relationship with the Performing Party.
- 6.6 **Security Requirements.** If Performing Party accesses, transmits, uses, or stores TCEQ data:
- 1) Performing Party shall meet the security controls specified by TCEQ; and
 - 2) Performing Party must annually provide TCEQ documentation demonstrating that it meets the specified TCEQ security requirements.

- 6.7 *Cybersecurity Training.* Performing Party shall ensure that any Performing Party representative (employee, officer, or subcontractor personnel) who has Access to a TCEQ Computer System or Database completes a cybersecurity training program certified by the Texas Department of Information Resources (DIR) under § 2054.519 of the Texas Government Code, when the Contract is executed and annually as applicable.
- 6.7.1 “Access to TCEQ Computer System or Database” means having a TCEQ network user account or the authorization to maintain, modify, or allow access control to any TCEQ web page, TCEQ computer system, or TCEQ database.
- 6.7.2 Within seven (7) days after the execution of the Contract, the Performing shall provide a list of persons requiring training to the TCEQ Contract Manager, and thereafter provide an updated list by the first workday of any additional person who becomes subject to the cybersecurity training requirements. For applicable umbrella contracts, Performing Party shall provide a list of any persons requiring training within seven (7) days of issuance of Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.
- 6.7.3 If a Performing Party representative has previously completed a DIR-certified cybersecurity training during a State of Texas fiscal year in which the Contract is effective, Performing Party shall provide evidence that the Performing Party representative completed the required training to the TCEQ Contract Manager within seven (7) days after the execution of the Contract or as applicable, the issuance of a Notice to Proceed/Commence for any Work Order that requires Access to a TCEQ Computer System or Database.
- 6.7.4 For Contracts that have contract periods that exceed a year (extend beyond August 31 of the year in which they are entered), all persons performing Work under the Contract shall take cybersecurity training renewal each fiscal year after the year in which the contract becomes effective. By August 1st each year, the Performing Party must provide to the TCEQ Contract Manager either: (1) a list of persons that must complete cybersecurity training during the upcoming State of Texas Fiscal Year; or (2) provide evidence that the Performing Party representative completed the required training. Performing Party shall retain in their records, and upon request, provide the TCEQ Contract Manager evidence that the training was successfully completed.
- 6.7.5 TCEQ will provide access to the cybersecurity training program. Performing Party is responsible for all other costs associated with their representatives completing the training, including time spent completing the training.
- 6.7.6 Performing Party shall notify the TCEQ Contract Manager within two (2) business days when a person with Access to a TCEQ Computer System or Database no longer needs Access to such Computer System or Database.
- 6.7.7 TCEQ may terminate the Contract for Cause if Performing Party fails to adhere to any of the above terms, including completing the required certified cybersecurity training or notifying the TCEQ Contract Manager when access is no longer needed.
- 6.7.8 TCEQ may terminate the Contract for Cause if a Performing Party representative misuses a TCEQ Computer System or Database, including allowing multiple individuals to utilize a single individual’s TCEQ network user account.
- 6.8 *Prohibited Technologies.* Performing Party certifies that Prohibited Technologies will not be used on any of Performing Party’s or its employees’, contractors’, and

subcontractors' devices including personally-owned devices, if those devices are used to access state-owned data or information systems. These devices include cell phones, tablets, desktop and laptop computers, and other internet-capable devices. "Prohibited Technologies" refers to software, applications, technologies, hardware, and equipment, and any of the aforementioned items made by the developers or manufacturers on the Prohibited Technologies list located on the Texas Department of Information Resources' website at: <https://dir.texas.gov/information-security/prohibited-technologies>. In addition to the DIR list, TCEQ in its sole discretion may designate additional prohibited technologies.

7. TIME AND FORCE MAJEURE

- 7.1 **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 7.2 **Delays.** Where Performing Party's performance is delayed, except by Force Majeure or act of the TCEQ, TCEQ may withhold or suspend reimbursement, terminate the Contract for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of TCEQ).
- 7.3 **Force Majeure.** Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, or other causes that are beyond the reasonable control of either party, could not reasonably be foreseen, and by the exercise of all reasonable due diligence, is unable to be overcome by either party. Neither party shall be liable to the other for any failure or delay of performance of any requirement included in the contract caused by force majeure. Upon timely notice by the non-performing party, the time for performance shall be extended for a reasonable period after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. The non-performing party must provide evidence of any failure resulting in impossibility to perform.

8. CONFLICT OF INTEREST

- 8.1 Performing Party shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Contract by Performing Party or any related entity or individual, Performing Party shall promptly disclose in writing to TCEQ any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:
- a. Any consulting fees or other compensation paid to employees, officers, agents of Performing Party, or members of their immediate families, or paid by subcontractor or subrecipients; or
 - b. Any organizational conflicts of interest between Performing Party and its subcontractors or subrecipients under a subaward.
- 8.2 No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without TCEQ's written consent in the form of a unilateral amendment. Performing Party agrees that TCEQ has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Contract.

9. DATA AND QUALITY

- 9.1 **Quality and Acceptance.** All work performed under this Contract must be complete and satisfactory in the reasonable judgment of the TCEQ. All materials

and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Contract.

- 9.2 **Quality Assurance.** All work performed under this Contract that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and EPA requirements. Environmental data includes any measurements or information that describe environmental processes, location, or conditions, and ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to Performing Party's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, Performing Party's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.
- 9.3 **Laboratory Accreditation.** Any laboratory data or analyses provided under this Contract must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code § 25.6.

10. INTELLECTUAL PROPERTY

- 10.1. **Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, Performing Party must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Contract. Performing Party shall obtain and furnish to TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for TCEQ non-commercial purposes, and other purposes of the State of Texas.
- 10.2. **Grant of License.** Performing Party grants to TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial TCEQ purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Contract, and associated user documentation.

11. INSURANCE AND INDEMNIFICATION

- 11.1 **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors to obtain and maintain during the Contract Period adequate insurance coverage sufficient to protect the Performing Party and the TCEQ from all claims and liability for injury to persons and for damage to property arising from the Contract. Unless specifically waived by the TCEQ, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance. Before any Performing Party contractor performs any work at a TCEQ facility, Performing Party shall provide TCEQ a Certificate of Insurance for the Contractor's Workers Compensation and Employer's Liability Insurance.

- 11.2 **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TCEQ AND PERFORMING PARTY AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF CONTRACT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK, OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS, OR DIRECTIVES. THE DEFENSE OF TCEQ SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT TCEQ. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

12. TERMINATION

- 12.1 **Termination for Cause.** TCEQ may, upon providing 10 days' written notice and the opportunity to cure to the Performing Party, terminate this Contract for cause if Performing Party materially fails to comply with the Contract including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice TCEQ's other remedies authorized by this Contract or by law.
- 12.2 **Termination for Convenience.** TCEQ may, upon providing 10 days' written notice to the Performing Party, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of TCEQ or the Performing Party. Performing Party may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages, or other economic loss arising out of or resulting from the termination.
- 12.3 If, after termination for cause by TCEQ, it is determined that the Performing Party had not materially failed to comply with the Contract, the termination shall be deemed to have been for the convenience of TCEQ.

13. DISPUTES, CLAIMS AND REMEDIES

- 13.1 **Payment as a Release.** Neither payment by TCEQ nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of Performing Party from liability under this Contract.
- 13.2 **Schedule of Remedies available to the TCEQ.** In accordance with Texas Government Code Chapter 2261 the following Schedule of Remedies applies to this Contract. In the event of Performing Party's nonconformance, TCEQ may do one or more of the following:
- 13.2.1. Issue notice of nonconforming performance;
 - 13.2.2. Reject nonconforming performance and request corrections without charge to the TCEQ;
 - 13.2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 13.2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;

- 13.2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- 13.2.6. Terminate the contract without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.
- 13.3 Opportunity to Cure. The Performing Party will have a reasonable opportunity to cure its nonconforming performance, if possible under the circumstances.
- 13.4 Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

14. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

15. SURVIVAL OF OBLIGATIONS

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four (4) years beyond the termination or completion of the Contract, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in TCEQ's opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

16. UNIFORM ASSURANCES

- 16.1 **Uniform Assurances.** Performing Party assures compliance with the following uniform assurances from TxGMS, as applicable to this Contract. Other assurances from TxGMS may be included elsewhere in this Contract.
 - 16.1.1 Performing Party represents and warrants its compliance with Texas Government Code Section 2054.5191 relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
 - 16.1.2 Performing Party certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.
 - 16.1.3 Performing Party agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
 - 16.1.4 Performing Party represents and warrants that it will comply with Texas Government Code Section 2252.906 relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
 - 16.1.5 In accordance with Texas Government Code Section 669.003, relating to contracting with the executive head of a state agency, Performing Party certifies that it is not (1) the executive head of the TCEQ, (2) a person who at any time during the four years before the date of the Contract was the executive head of the TCEQ, or (3) a person who employs a current or former executive head of the TCEQ affected by this section.

- 16.1.6 Performing Party acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:
- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
 - Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
 - Sections 2113.012 and 2113.101 of the Texas Government Code.
- 16.1.7 Performing Party represents and warrants that TCEQ's payments to Performing Party and Performing Party's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code Section 556.0055 which restricts lobbying expenditures.
- 16.1.8 Performing Party represents and warrants that in the administration of the Contract, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Texas Local Government Code Chapter 176. If circumstances change during the course of the contract or grant, Performing Party shall promptly notify TCEQ.
- 16.1.9 Performing Party represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.
- 16.1.10 Performing Party represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- 16.1.11 Performing Party certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Party is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Party must immediately disclose the lawsuit and its current posture to the TCEQ.
- 16.1.12 Performing Party represents and warrants that it will comply with Texas Government Code Section 321.022, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

17. CONTRACT INTERPRETATION

- 17.1 **Definitions.** The word "include" and all forms such as "including" mean "including but not limited to" in the Contract and in documents issued in accordance with the Contract, such as Work Orders or Proposals for Grant Activities (PGAs).
- 17.2 **Headings.** The headings of the sections contained in this Contract are for convenience only and do not control or affect the meaning or construction of any provision of this Contract.
- 17.3 **Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon

receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means.

- 17.4 **Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.
- 17.5 **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 17.6 **Severability.** If any provision of this Contract is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity, or unenforceability) and the remaining part of the provision and the rest of the provisions of this Contract shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.
- 17.7 **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on TCEQ without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 17.8 **Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County, Texas.
- 17.9 **Publication.** Performing Party agrees to notify TCEQ five (5) days prior to the publication or advertisement of information related to this Contract. Performing Party agrees not to use the TCEQ logo or the TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate TCEQ authority.
- 17.10 **Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by TCEQ, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.
- 17.11 **Compliance with Laws.** TCEQ relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 17.12 **Counterparts.** This Contract may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Contract.
- 17.13 **Accessibility.** All electronic content and documents created as deliverables under this Contract must meet the accessibility standards prescribed in 1 Texas Administrative Code §§ 206.50 and 213 for state agency web pages, web content, software, and hardware, unless TCEQ agrees that exceptions or exemptions apply.

NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION**CONTRACT NO. 582-25-00036****PROJECT TITLE: SOLID WASTE INFRASTRUCTURE FOR RECYCLING GRANT**

1. **Representatives.** The individual(s) named below are the representatives of TCEQ and Performing Party. They are authorized to give and receive communications and directions on behalf of the TCEQ and the Performing Party as indicated below. All communications including official contract notices must be addressed to the appropriate representative or his or her designee.
2. **Changes in Information.** Either party may change its information in this *Notices, Project Representatives and Records Location* document by providing notice to the other party's representative for contractual matters.
3. **TCEQ Representatives**

**TCEQ CONTRACT MANAGER
(for Contractual Matters)**Santos OlivarezSection Manager
Title

Texas Commission on Environmental
Quality
P.O. Box 13087
MC-126
Austin, Texas 78711-3087
Telephone No. (512) 239-4718
Santos.Olivarez@tceq.texas.gov

**TCEQ PROJECT MANAGER
(for Technical Matters)**Jessica UramkinGrant Manager
Title

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4. **Performing Party Representatives.**
For Contractual Matters

Melisa GonzalesCommunity & Economic Development
Assistant Director
Title

Lower Rio Grande Valley Development
Council
Telephone No. (956) 682-3481
Melisa.Gonzalez@lrgvdc.org

For Technical MattersMelisa GonzalesCommunity & Economic Development
Assistant Director
Title

Lower Rio Grande Valley Development
Council
Telephone No. (956) 682-3481
Melisa.Gonzalez@lrgvdc.org

5. **Invoice Submittal.** Invoices must be submitted to the TCEQ Project Manager [Grant Manager].

Attachment 1:
TCEQ Approved SWIFR Grant Application
(Including any changes approved during the Contract Period)

Texas Commission on Environmental Quality (TCEQ)
Solid Waste Infrastructure for Recycling (SWIFR) Grant Program FY24 Application
 Grants will be directly awarded under 30 Texas Administrative Code § 14.8(a)(2).

The EPA SWIFR Grant Guidance for States and Territories ¹ may help answer questions in this application.		
1. Project Title	LRGV Composting and Vermiculture Pilot School Project	
2. Council of Government (COG)	Lower Rio Grande Valley Development Council	
3. COG Identification (ID) Numbers	Employer ID Number (EIN)	Unique Entity (UE) ID
	7415869167	FNF8ZNQEWSS9
4. Grant Task	<input checked="" type="checkbox"/> 1. Creation or improvement of recycling or organics collection and management, and/or other landfill diversion. <input type="checkbox"/> 2. Recycling, composting, reuse, source reduction, and/or landfill diversion education. The general grant tasks that EPA agreed to with TCEQ can be found in the TCEQ SWIFR Work Plan.	
5. Project Description	To partner with a regional educational organization to implement the LRGV Composting and Vermiculture Pilot School Project within at least 4 local school districts in the 3-county region.	
6. Estimated Cost	\$90,550.00	
7. Project Cities or Counties	Counties: Hidalgo (Mission, Pharr), Cameron (Los Fresnos) and Willacy (Lyford)	
8. Executive Director Signature*	Print Name: Manuel Cruz Signature: Date:	

*The executive director signature demonstrates that COG leadership supports this project and moving forward with the project development process. This document is not a formal agreement and does not guarantee an award from TCEQ.

¹ <https://apply07.grants.gov/apply/opportunities/instructions/PKG00278927-instructions.pdf>

<p>9. Does the project implement the requestor COG's regional solid waste management plan?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Which regional plan goals, objectives, and/or action plan elements are being implemented through this project?</p> <p>Goal 1-Maximize Beneficial Resource Use</p> <p>Objective 1.A.3-Explore innovative waste collection & processing methods (e.g., Recyclops Collection Services & black soldier fly larvae for food waste)</p> <p>How will the project contribute towards meeting recycling and or waste diversion goals?</p> <p>With this innovative pilot project targeting food waste recycling and being implemented in local school districts, the ability to maximize this resource is grand. By using problem-solution based learning and developing a curriculum for composting and vermiculture, this project can reach other regional school districts for project implementation and can assist the region in meeting the targeted solid waste regional goal.</p>
<p>10. Is the project in a disadvantaged community as defined by the criteria for this grant?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>For the TCEQ SWIFR grant, all projects must be in a Census-defined rural community that is at or above the 65th percentile for low income AND 80% or more of the individuals 15 or older are not enrolled in higher education. A map of these areas is available on EPA's website² (in the section titled "Available Funding", subsection "Determining Eligibility for Track 1"). Region-wide projects should be marked "Yes".</p>
<p>11. Does the project include any ineligible uses of funding?</p>	<p>No <input checked="" type="checkbox"/></p> <p>By checking "No", the applicant is confirming that the proposed project does not include any of the following ineligible uses of funding:</p> <ul style="list-style-type: none"> • Purchase of equipment or construction costs • Purchase of land • Operations and maintenance costs of post-consumer materials management facilities • Any activities prohibited by EPA's General Terms and Conditions³ • Environmental data operations such as quantitative data collection and data analysis unless covered by TCEQ SWIFR QAPP. • Activities requiring 10 or more persons or entities to provide the same information

² <https://www.epa.gov/infrastructure/solid-waste-infrastructure-recycling-grants-communities#04>

³ <https://www.epa.gov/grants/grant-terms-and-conditions#general>

12. Tasks

Projects can begin once the Contract is executed, The contract ends August 31, 2025. The TCEQ-required deliverables for this grant include financial status reports (FSRs), semi-annual reports (SARs), and the output measures associated with each EPA/TCEQ SWIFR Work Plan task. TCEQ is not approving pre-award costs even if the application references activities that the Performing Party will perform prior to the execution of the Contract.

Overall Project Goal: To implement the LRGV Composting and Vermiculture Pilot School Project in local schools (at least 1 per county)

Task 1: Pre-implementation Tasks

Subtask 1.1: Finalize subaward

Subtask 1.2: Finalize project staff

Subtask 1.3: Schedule Kick-off meeting

Expected Task 1 completion date: November 2024

Task 2: Project implementation

Subtask 2.1: Project staff are trained on project goal, objectives and projected outcomes.

Subtask 2.2: Identify participating school districts

Subtask 2.3: Obtain Memorandum of Agreement from schools (if necessary)

Subtask 2.4: Following required procurement policies and procedures, ensure project supplies are purchased

Expected Task 2 completion date: February 2025

Task 3: Curriculum Development

Subtask 3.1: Problem-solution based learning activities developed

Subtask 3.2: Project curriculum developed and finalized

Subtask 3.3: Curriculum training calendar finalized

Expected Task 3 completion date: April 2025

Task 4 Composting & Vermiculture activities

Subtask 4.1: Students trained in curriculum

Subtask 4.2: Composting process begins

Subtask 4.3: Final compost applied to gardens, landscaping and tree plantings. If the compost is not ready for use by August, it will be used for the listed purposes in the future, but the costs of application will not be reimbursable under this Contract.

Expected Task 4 completion date: August 2025

Task 5: Project Monitoring

Subtask 5.1 Monthly project meetings via virtual or site visit

Subtask 5.2: Submission of required Financial Status Reports

Subtask 5.3: Submission of required programmatic reports

Subtask 5.4: Submission of final reports

Expected Task 5 completion date: August 2025

13. Potential Benefit to Other Regions

The Lower Rio Grande Valley Development Council (LRGVDC) approved the Regional Solid Waste Management Plan on September 29th, 2021, and since its approval, the LRGVDC has worked on ensuring solid waste projects target identified goals and objectives.

In the development of the LRGV Composting and Vermiculture Pilot School Project, the LRGVDC ensured regional management plan Goal #1, Goal #2 and Goal #3, and several of the objectives associated with these goals, were targeted. Not only does this project target identified goals and objectives, but also targets 2 out of the 8 identified priorities. These board priorities were developed for each concern identified during the planning process.

With the LRGVDC approaching this project through a regional concept, identifying an educational organization who can provide a regional impact was imperative. In our research, the Region One Education Service Center is part of a state-wide system of 20 regional education service centers created in 1965 by the 59th Texas Legislature to assist school districts across the state. Originally slated to work with school districts as a media center, the role of the education service center has expanded to work alongside school districts to carry out the three main objectives as stipulated in the TEC §8.002: *to assist school districts in improving student performance in each region of the system; enable school districts to operate more efficiently and economically; and implement initiatives assigned by the legislature or commissioner*. Located in South Texas on the United States/Mexico border, Region One ESC serves 38 school districts and 10 charter school systems in the eight county areas of Brooks County, Cameron County, Hidalgo County, Jim Hogg County, Starr County, Webb County, Willacy County, and Zapata County.

A partnership with Region One would give the LRGVDC the opportunity to expand this project to all the Region One service area which reaches beyond the LRGVDC 3-county region. The LRGV Composting and Vermiculture Pilot School Project could potentially reach 38 school districts and 10 charter schools in the counties of Brooks, Cameron, Hidalgo, Jim Hogg, Starr, Webb, Willacy and Zapata, as well as expand into two other Councils of Government, Coast Bend Council of Governments and South Texas Development Council.

As a project objective is to develop a program curriculum, Region One has the expertise to be able to ensure problem-solution based learning activities are incorporated into the curriculum, as well as ensure all state and/or federal educational components are included.

14. Project Budget

Personnel time for administering contracts: Do not include personnel time for administering contracts in the budget. Check the appropriate boxes below indicating how you will fund the personnel costs:

- ☐ provided by you using unrestricted funds as part of your contribution to the activities under this grant, or
- ☒ included in the personnel charges to your state Regional Solid Waste Grant. If you will assign the administrative personnel costs to your state Regional Solid Waste Grant, will need an increase in personnel costs under your state Regional Solid Waste Grant?
- ☐ Yes
- ☒ No, the administrative work to oversee activities under this grant can be absorbed into the personnel hours already being charged to the state Regional Solid Waste Grant.

Personnel time administering project work by your own staff: Check the appropriate boxes below indicating how you will fund the personnel costs:

- ☐ provided by you using unrestricted funds as part of your contribution to the activities under this grant, or
- ☐ included in the personnel charges to this grant.

Personnel time of the COG staff performing the project work: Include the personnel charges in the budget for this grant.

Indirect Costs: If your budget includes indirect costs, include documentation of your current indirect cost rate from your cognizant federal agency or state single audit coordinating agency.

Project Budget		
Budget Category	Budget Amount	Description of Expense
Personnel/Salary	0.00	
Fringe	0.00	
Travel	0.00	
Equipment	Not applicable	Not applicable
Construction	Not applicable	Not applicable
Contractual	\$90,550.00	Hungry Bin Continuous Flow worm bins. \$369 ea. x 80 = \$29,520. Urban worm bags. \$80 ea. x 110 = \$ 8,800 Microscopes. \$ 3,500 ea. x 6 = \$21,000 Compost thermometers. \$145 ea. x 53 \$ 7,685 Compost bins. \$78 ea. x 109 = \$8,502 Curriculum/development \$ 15,043
Other	0.00	
Supplies	0.00	
Total Direct Costs	\$90,550.00	
Indirect Costs	0.00	
Total Budget	\$90,550.00	

Indirect Cost Reimbursable Rate. The reimbursable rate for this Contract is 0% of (check one):

☐ salary and fringe benefits

☐ modified total direct costs

☐ other direct costs base

If other direct cost base, identify:

This rate is less than or equal to (check one):

☐ Predetermined Rate—an audited rate that is not subject to adjustment.

☐ Negotiated Predetermined Rate—an experienced-based predetermined rate agreed to by Performing Party and TCEQ. This rate is not subject to adjustment.

☐ Default rate—a standard rate of ten percent of salary/wages may be used in lieu of determining the actual indirect costs of the service.

Attachment 2:
TCEQ SWIFR Grant EPA Work Plan
(Including any revisions approved during the Contract Period)

ENVIRONMENTAL PROTECTION AGENCY (EPA)
Solid Waste Infrastructure for Recycling (SWIFR) Grant Program



Texas Commission on Environmental Quality
P.O. Box 13087, Austin, Texas 78711-3087

Work Plan

February 28, 2024

Funding Opportunity Number: EPA-I-OLEM-ORCR-NC23-04

Grant Category – SWIFR Grants for States and Territories

Eligible Actives/Use of Funding – Task 3: Support the State-led Implementation of Plans

Short Project Description: To provide additional funds to Texas' Regional Councils of Governments (COGs) and provide additional financial assistance to rural communities to assist with solid waste management needs and implement projects that support the goals and objectives in the TCEQ approved 20-year Regional Solid Waste Management Plans (RSWMPs).

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PROGRAMMATIC FACTORS

Per the EPA SWIFR State and Territory Guidance and to determine the magnitude of additional funds that states receive beyond the minimum base amount (approximately \$300,000-\$500,000 per applicant in fiscal year 2023), TCEQ provides the following response to the five programmatic factors as outlined below.

1. Legislation in place that mandates solid waste management planning or a waste characterization report.

- i. 30 Texas Administrative Code, Chapter 330, Subchapter O
- ii. Texas Health and Safety Code (THSC), Chapter 363
- iii. THSC Section 361.0152
- iv. THSC Section 361.0202
- v. House Bill 2763 of the 84th Texas Legislature
- vi. Senate Bill 649 of the 86th Texas Legislature

2. Depth and breadth of a state's data collection efforts.

- i. House Bill 2763 of the 84th Legislature required TCEQ to conduct a study of the current and potential economic impacts of recycling, including state and local revenue that may be considered lost because recyclable materials are not recycled. The Study on Economic Impacts of Recycling (SEIR) (2017) reviewed total municipal solid waste (MSW) recycling and the economic value of that recycling;
- ii. Senate Bill 649 of the 86th Texas Legislature required TCEQ to develop a Recycling Market Development Plan (RMDP) (2021) to examine the current recycling economy in Texas, discover opportunities for growth, and draft a proposal for action. The bill also included the creation of a comprehensive educational campaign to cover the economics of recycling in Texas, highlight businesses that are involved in recycling in Texas, and to reduce contamination;
- iii. Regional Solid Waste Grants Program Funding Report, submitted biennially, identifies impacts and results of the grant program; and
- iv. TCEQ is responsible for data assessment and planning for the management of solid wastes in Texas. To support these activities, TCEQ collects and compiles data on the processing and disposal of municipal solid waste. More specifically, owners and operators of permitted and registered municipal solid waste landfills and other waste management facilities submit an annual report to TCEQ each fiscal year (beginning September 1 and ending August 31), detailing the amount and types of solid waste managed at each facility. The data from this annual report includes the daily per capita disposal rate in Texas and amount of diverted materials from landfill disposal, which is then compiled and published in an annual summary report titled Municipal Solid Waste in Texas: A Year in Review (TCEQ publication AS-187).

3. When a state's solid waste management plan or waste characterization report was last updated?

- i. The 24 councils of governments (COGs) characterize waste in their region as part of the regional solid waste management plan (RSWMP). The waste characterization is used by the COGs to identify waste management needs in their communities. The RSWMPs are updated every 20 years with the most recent RSWMPs submitted to TCEQ in 2022.
- 4. Available resources for implementing a solid waste management program (e.g., budget and personnel).**
 - i. TCEQ allocates the funds to the state's 24 COGs based on a formula that takes into account population, area, solid waste fee generation, and public health needs. The COGs use the funds to develop and maintain an inventory of closed MSW landfills, conduct regional coordination and planning activities, maintain a regional solid waste management plan, and administer pass-through grant programs to provide funding for regional and local MSW projects.
 - ii. One and a half (1.5) full-time employees (FTEs) and a part-time contractor (0.5 FTE) implement TCEQ's Regional Solid Waste Grant program to the COGs. The program expenses of approximately \$260,000 include salaries, fringe, indirect, and contractor services necessary to run the program.
- 5. Additional programmatic factors such as the level of environmental justice incorporated into a program, extent of focus on source reduction efforts, climate considerations, or the existence of other grant programs.**
 - i. The 2021 RMDP indicated primary tools and mechanisms to address inconvenient/limited access to recycling opportunities in rural/remote areas of the state as well as for multi-family dwelling residents are financial assistance. COGs serving rural communities typically receive less funding from the Regional Solid Waste Grant Program based on the allocation criteria in statute. The grant funds received by the smaller or rural COGs may not be sufficient to sustain a recycling program.
 - ii. Education and outreach is conducted through the agency's Take Care of Texas program and collaborating with various solid waste and recycling organizations and associations in Texas.
 - iii. Per THSC 363.0615(a), a COG has primary responsibility for the regional planning process. As such, the needs of the local and underserved communities in Texas are addressed by conducting solid waste planning at the regional COG and local levels.

SUMMARY

To strengthen the U.S. recycling system, the EPA has undertaken significant efforts to advance the circular economy in the United States. In 2020, the EPA announced the U.S. National Recycling Goal to increase the U.S. recycling rate to 50% by 2030 and to galvanize efforts to strengthen the U.S. recycling system. One year later, the EPA released the National Recycling Strategy: Part One of a Series on Building a Circular Economy for All.

Funding was made available to support the National Recycling Strategy when the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58 (also known as the 2021 Bipartisan Infrastructure Law or "BIL") provided appropriations to the U.S. Environmental Protection Agency (EPA) to fund the Solid Waste Infrastructure for

Recycling (SWIFR) Grant Program authorized by section 302(a) of Save Our Seas Act 2.0 (P.L.116-224) as codified in 33 U.S.C. 4282(a).

TCEQ will conduct activities in accordance with the SWIFR work plan and statutory requirements.

TCEQ is seeking the SWIFR grant program funds to implement Task 3 projects and utilize the EPA associated resources and tools, such as the Climate and Economic Justice Screening Tool (CEJST) and EPA map at <https://www.epa.gov/infrastructure/solid-waste-infrastructure-recycling-grants-political-subdivisions>, to allocate funds to regional and local governments for municipal solid waste (MSW) management projects in disadvantaged communities across the state. The proposed projects include:

- 1) The creation or improvement of recycling collection and management, organics collection and management, and/or landfill diversion; and
- 2) Recycling, composting, reuse, source reduction, and/or landfill diversion education projects.

The Federal Paperwork Reduction Act, 44 U.S.C.A. §§ 3501, et seq., is applicable to the grant from EPA to TCEQ. TCEQ will comply with the requirements of the PRA and monitor the data collection activities of its subrecipients to which the PRA would be applicable.

TCEQ's environmental program included in the SWIFR is the Regional Solid Waste Grants Program [Texas Health and Safety Code (THSC) Section 361.014 and THSC Chapter 363].

EPA GOALS AND OBJECTIVES

- Strategic Plan Goal
 - Goal 6: Safeguard and Revitalize Communities
- Strategic Plan Objective
 - Objective 6.2: Reduce Waste and Prevent Environmental Contamination
 - Reducing waste helps alleviate burdens on populations that bear the brunt of poorly run waste management facilities and transfer stations and underinvestment in waste management infrastructure.
- Work Commitments and Time Frame
 - EPA has set goals through 2030 for recycling and reducing food waste as well as decreasing lifecycle environmental impacts of materials. EPA will administer grant programs to improve Tribal, state, and local solid waste management programs and infrastructure and education and outreach on waste prevention. EPA also will address land-based contributions to the mismanagement of post-consumer materials and plastic waste.

Included in the EPA's SWIFR grant program announcement is a definition of disadvantaged community. TCEQ intends to provide assistance to rural communities within the state that meet the EPA's definition of a disadvantaged community.

TCEQ GOALS, OBJECTIVES AND STRATEGIES

- Strategic Plan Goal
 - Goal 1: Assessment, Planning, and Permitting
- Strategic Plan Objective
 - Objective 1.1: Reduce Toxic Releases
 - Strategy 1.1.3: Waste Management Assessment and Planning
 - Ensure the proper and safe disposal of pollutants by monitoring the generation, treatment, and storage of solid waste and assessing the capacity of waste disposal facilities; and by providing financial and technical assistance to municipal solid waste (MSW) planning regions for the development and implementation of waste reduction plans.
 - As described in THSC 361.014, part of our effort is to provide additional financial assistance to MSW planning regions for local and regional solid waste projects consistent with the TCEQ approved 20-year RSWMPs.
 - Strategy 1.1.3 Output Measures: Number of Active Municipal Solid Waste Landfill Capacity Assessments
 - This measure reflects the agency's efforts in obtaining current and accurate municipal solid waste landfill capacity data to assist in the development of regional solid waste management plans required by legislation (Chapter 363, Texas Health and Safety Code).
 - This information is critical in determining whether sufficient disposal capacity exists to manage the quantity of municipal solid waste generated in the state.
 - The goal of seeking this funding is to provide additional financial assistance to rural communities for solid waste management needs to implement projects that support the goals and objectives in the approved regional solid waste management plans (RSWMPs).

WORK PROGRAM ORGANIZATIONAL STRUCTURE

Within TCEQ, the External Relations Division (ERD) is responsible for completing the grant application and corresponding information and the Waste Permits Division (WPD) is responsible for completing all other activities under this grant. The Waste Permits Division has been designated the lead division for the Regional Solid Waste Grants Program (RSWGP) and is charged with implementing the program under Texas Health and Safety Code (THSC) Section 361.014.

The WPD includes the RSWGP, which allocates the funds to the state's 24 Regional Councils or COGs based on a formula that takes into account population, area, solid waste fee generation, and public health needs. The COGs use the funds to develop and maintain an inventory of closed MSW landfills, conduct regional coordination and

planning activities, maintain a regional solid waste management plan, and administer pass-through grant programs to provide funding for regional and local MSW projects. Additionally, the 24 COGs characterize waste in their region as part of the RSWMP. The waste characterization is used by the COGs to identify waste management needs in their communities. The RSWMPs are updated every 20 years with the most recent RSWMPs submitted to TCEQ in 2022.

COMPETENCY STATEMENT

Environmental data operations conducted for this grant by the TCEQ and its contractors are covered under documented quality management systems, in compliance with EPA QA/R-2 for Quality Management Plans (QMPs) and Quality Assurance Project Plan (QAPP) Standard. The current TCEQ QMP was approved December 7, 2023; TCEQ QMPs have been approved annually since 1996. QAPPs and other QA documents (QAPP amendments/revisions, quality assurance plans, sampling and analysis plans, standard operating procedures, quality assurance memos and summary reports) will be developed, implemented, and approved by EPA Region 6 as needed.

Competency requirements for the TCEQ and contractor personnel are documented in the QMP, QAPPs, contracts, scope of work (SOWs), and/or quality manuals as appropriate.

Field personnel are deemed qualified to perform their work through educational credentials, specific job/task training, and required demonstrations of competency, accreditation/certification, and internal and external assessments of their respective programs.

STATE AND FEDERAL FUNDING SUMMARY

This request is for funding in the amount of \$471,126.00 (federal) and \$0 (state) equaling a total of \$471,126.00. There is no state cost share (state match) requirement for this grant. Total Full-Time Equivalent (FTEs): 0.0.

Table 1: Funding and FTE Summary

Program Element		Division	Federal	FTEs
1.0	Regional Solid Waste Grants Program	Waste Permits Division	\$471,126.00	0.0
Total			\$471,126.00	0.0

PROJECT SCHEDULE

TCEQ will conduct project tasks over a 24-month period beginning August 1, 2024, and ending August 31, 2025, unless otherwise specified. However, it should be noted that the State of Texas fiscal year begins on September 1 and ends on August 31 of each year. As such, the timeframes indicated in “Table 2: Timelines and Milestones” are

based on the State of Texas 2024 and 2025 fiscal year time frame and coincide with the COG grant contract time frames.

The RSWG program coordinated with the COGs to determine if these funds can be utilized for projects that support the goals and objectives in their approved Regional Solid Waste Management Plans (RSWMPs) and correlated SWIFR eligible activities.

TCEQ is providing direct award pass-through funding to five COGs that chose to participate and implement parts of their regional plans. The projects will begin between August 1, 2024 and September 30, 2024.

Table 2: Timelines and Milestones

Timeline / Workflow	FY2024												FY2025											
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
	Existing Program Action																							
	New Program Action																							
Creation or improvement of recycling collection and management, organics collection and management, and/or landfill diversion																								
Recycling, composting, reuse, source reduction and/or landfill diversion education projects																								

REPORTING AND DELIVERABLES

TCEQ will report SWIFR performance accomplishments in accordance with established grant programmatic terms and conditions.

Performance Reports – Content

In accordance with 2 CFR 200.329, TCEQ agrees to submit performance reports that include brief information on each of the following areas:

- 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

- 2) The reasons why established outputs/outcomes were not met; and
- 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, TCEQ agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

TCEQ will submit:

- Annual performance reports electronically to the EPA Project Officer within 90 days after the annual reporting period ends on September 30th.
- Final performance report no later than 120 calendar days after the end date of the period of performance.
- Semi-annual performance reports electronically to the EPA Project Officer within 30 days after the reporting period (every six-month period). The reporting periods are October 1, 2023 through March 31, 2024; April 1, 2024 through September 30, 2024; October 1, 2024 through March 31, 2025; and April 1, 2025 through September 30, 2025.

PROGRAM ELEMENTS

Table 2: TCEQ Tasks & Output Measures Table*

Waste Permits Division
Regional Solid Waste Grant Program
EPA Goal 6 – Safeguard and Revitalize Communities Restore land to safe and productive uses to improve communities and protect public health.
EPA Objective 6.2 – Reduce Waste and Prevent Environmental Contamination Prevent environmental pollution by preventing releases, reducing waste, increasing materials recovery and recycling, and ensuring sustainable materials management practices
TCEQ Strategy 1.1.3 – Waste Management Assessment and Planning Ensure the proper and safe disposal of pollutants by monitoring the generation, treatment, and storage of solid waste and assessing the capacity of waste disposal facilities; and by providing financial and technical assistance to municipal solid waste (MSW) planning regions for the development and implementation of waste reduction plans.
Task 1 TCEQ will provide pass-through funding to COGs to support the creation or improvement of recycling collection and management, organics collection and management, and/or landfill diversion. This may include efforts to reduce

contamination in the post-consumer recycling stream. Activities that may be eligible under this task include, but are not limited to, creating curbside recycling or organics collection programs, creating school or workplace recycling or organics collection programs, providing personnel travel and training, and public outreach and education.

Benefit to Disadvantaged Communities: to provide additional financial assistance to rural communities for solid waste management needs to implement projects that support the goals and objectives in the TCEQ approved 20-year RSWMPs. These communities traditionally receive less funding and have less access to both the materials and recycling opportunities as compared to urban communities.

Deliverables: Provide financial assistance to MSW planning regions for the development and implementation of waste reduction plans.

Timeline: Beginning September 1, 2023 and ending August 31, 2025.

Task 2

TCEQ will provide pass-through funding to COGs for recycling, composting, reuse, source reduction, and/or landfill diversion education projects.

Benefit to Disadvantaged Communities: to provide additional financial assistance to rural communities for solid waste management needs to implement projects that support the goals and objectives in the TCEQ approved 20-year RSWMPs. These communities traditionally receive less funding and have less access to both the materials and recycling opportunities as compared to urban communities.

Deliverables: Provide financial assistance to MSW planning regions for the development and implementation of waste reduction plans.

Timeline: Beginning September 1, 2023 and ending August 31, 2025.

Output Measures:

- Tons of MSW materials diverted from landfill and MTCO₂e reduced calculated using the EPA Greenhouse Gases Equivalencies Calculator; tons of MSW/C&D generated per material type and source in the state; number of disadvantaged communities, including rural communities and areas, served
- Number of temporary or permanent jobs created.
- Number of plans or studies developed or updated.

*Note: In accordance with the SWIFR Program Guidance, Section VI, none of the pass-through funding to COGs will be used for ineligible uses of grant funding.

Programmatic Capability and Past Performance

TCEQ WPD has successfully received Federally Funded Assistance from the following grants during the last three years:

- Performance Partnership Grant (PPG) – Resource Conservation and Recovery Act (RCRA) Grant

Under these grants, WPD reported the following outcomes:

- FY 2020 PPG end of year report
- FY 2021 PPG end of year report
- FY 2022 PPG end of year report

TCEQ currently employs RSWGP staff who coordinate with the COGs to determine and ensure pass-through grant funds are utilized for projects that support the goals and objectives in the TCEQ approved 20-year RSWMPs. TCEQ currently administers a grant program with 24 COGs through contracts to implement local waste management and minimization projects.

Budget Table

The TCEQ is awarding the grant funds directly to five COGs in the table below to enhance and implement their regional solid waste management plans. The five COGs were identified based on the funding amount, their COG experience, longevity, and content of their RSWMPs. This concentrated approach will more efficiently allow WPD to assist COGs in maneuvering through SWIFR grant requirements and conditions and completing the COG-implemented projects successfully during the grant period.

The COGs will utilize this funding to implement following tasks:

- The creation or improvement of recycling collection and management, organics collection and management, and/or landfill diversion; and
- Recycling, composting, reuse, source reduction, and/or landfill diversion education projects.

I. Other	FY 2024 – FY 2025	Total
Capital Area Council of Governments (CAPCOG)	\$80,000.00	\$80,000.00
East Texas Council of Governments (ETCOG)	\$126,576.00	\$126,576.00
Houston-Galveston Area Council (H-GAC)	\$110,000.00	\$110,000.00
Lower Rio Grande Valley Development Council (LRGVDC)	\$90,550.00	\$90,550.00
North Central Texas Council of Governments (NCTCOG)	\$64,000.00	\$64,000.00
TOTAL OTHER	\$471,126.00	\$471,126.00

Project and Budget Description

1. Capital Area Council of Governments (CAPCOG) proposes to develop a recycling and food waste diversion program at regional independent school districts (ISDs) through a request for proposals (RFP) application process. Implements grant work plan Task 1.

Total project budget: \$80,000.00

2. East Texas Council of Governments (ETCOG) proposes to develop recycling and waste reduction tool kits, a sustainability recognition program, and guidance on developing outreach materials. Tool kits would focus on solid waste reduction and recycling at industrial businesses, commercial businesses, and institutions such as local governments and colleges. Implements grant work plan Task 2.

Total project budget: \$126,576.00

3. Houston-Galveston Area Council (H-GAC) proposes to develop a needs assessment tool for existing rural recycling programs to identify areas for improvement and provide recommendations. Tool could be used outside of rural areas as well. Implements grant work plan Task 1.

Total project budget: \$110,000.00

4. Lower Rio Grande Valley Development Council (LRGVDC) proposes to implement a vermicomposting pilot program at four ISDs to reduce food waste going to landfills. Implements grant work plan Task 1.

Total project budget: \$90,550.00

5. North Central Texas Council of Governments (NCTCOG) proposes to develop model Ordinances, request for proposals (RFP), and contracts for organic materials management. Implements grant work plan Task 1.

Total project budget: \$64,000.00

TOTAL PROJECT COSTS: \$471,126.00

TOTAL EPA FUNDING RECEIVED: \$471,126.00

I. Other

Key components of the project are to provide pass-through funding to councils of governments (COGs).

Year	Pass-through funding to COGs	Total Cost
FY 2024 - FY 2025**	\$471,126.00	\$471,126.00

TOTAL OTHER: \$471,126.00

**FY 2024 funding that is unused will be carried over to FY 2025

Attachment 3:
Financial Status Report Template

Excel document provided as separate file by TCEQ – Waste Permits Division

Attachment 4:
Level-of-Effort Certification

(Certification(s) must be returned quarterly with the Financial Status Report (FSR) per General Terms and Conditions Section 4.3)

Level-of-Effort Certification
[Month] 20[XX]
Employee Name: [Name]

Project	Actual Activities Performed	Activity for Which Employee was Compensated (% of Total Hours Worked)
TCEQ Contract Nos.		
582-XX-XXXXX	•	X %
582-XX-XXXXX	•	X %
582-XX-XXXXX	•	X %
582-XX-XXXXX	•	X %
582-XX-XXXXX	•	X %
582-XX-XXXXX	•	X %
Other Projects (Not Related to TCEQ Contracts/Grants)		X %

The information listed above is true and correct. TCEQ may request additional information.

Employee Name

Supervisor Name

Employee Signature

Supervisor Signature

Date

Date

Attachment 5:
Personnel Eligibility List Template

Excel document provided as separate file by TCEQ – Waste Permits Division

Attachment 6: Release of Claims

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY**Release of Claims**

Lower Rio Grande Valley Development Council ("Contractor") releases the Texas Commission on Environmental Quality (TCEQ), its officers, agents, and employees from all claims arising out of or relating to TCEQ Contract Number 582-25-00036 (the "Contract"), except for Contractor's final invoice in the amount of \$_____ and retainage withheld by TCEQ in the amount of \$_____. Contractor releases any and all liens related to the Contract, and relinquishes any right it may have to place liens related to the Contract. Contractor warrants that it has completed all work described in the Contract.

Executed on this _____ day of _____, 20_____.

By: _____
(signature)

(name)

(title)

Attachment 7: Schedule of Deliverables

Excel document provided as separate file by TCEQ – Waste Permits Division