

H-GAC

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

Subrecipient Agreement - Subrecipient - Brazoria County - Community and Environmental - ID: 12855

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Brazoria County, hereinafter referred to as the Subrecipient, having its principal place of business at 111 E. Locust, Angleton, TX 77515.

WITNESSETH:

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

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

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

ARTICLE 1: LEGAL AUTHORITY

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

ARTICLE 2: APPLICABLE LAWS

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

ARTICLE 3: INDEPENDENT CONTRACTOR

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

ARTICLE 4: WHOLE AGREEMENT

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

ARTICLE 5: SCOPE OF WORK

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

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins 09/01/24 and ends 06/30/25. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

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

ARTICLE 8: REPORTING REQUIREMENTS

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

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

ARTICLE 9: NON FUNDING CLAUSE

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

ARTICLE 10: INSURANCE

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

ARTICLE 11: SUBCONTRACTS

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

ARTICLE 12: AUDIT

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

findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

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

ARTICLE 13: EXAMINATION OF RECORDS

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

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

ARTICLE 14: RETENTION OF RECORDS

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

ARTICLE 15: CHANGES AND AMENDMENTS

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

- C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing, and executed by both parties to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

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

A. *Convenience*

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

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

B. *Default*

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

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

ARTICLE 17: SEVERABILITY

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

ARTICLE 18: FORCE MAJEURE

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

ARTICLE 19: COPYRIGHTS

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

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

ARTICLE 20: OWNERSHIP OF MATERIALS

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

ARTICLE 21: POLITICAL ACTIVITY; LOBBYING

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

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

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

ARTICLE 23: CONFLICT OF INTEREST

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

ARTICLE 24: FEDERAL COMPLIANCE

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 25: CRIMINAL PROVISIONS AND SANCTIONS

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

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

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

ARTICLE 26: TITLES NOT RESTRICTIVE

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

ARTICLE 27: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Subrecipient. This Agreement has been negotiated by H-GAC and the Subrecipient and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 28: DISPUTES

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

ARTICLE 29: CHOICE OF LAW: VENUE

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

ARTICLE 30: ORDER OF PRIORITY

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

ARTICLE 31: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

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

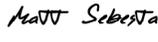
ARTICLE 32: PROCUREMENT OF RECOVERED MATERIALS

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

SIGNATURES:

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

Subrecipient

Signed by:
Signature 
18A570FD0AAB4C0...

Name Matt Sebesta

Title County Judge

Date 8/13/2024

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 8/19/2024

H-GAC

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

Subrecipient Agreement - Subrecipient - Brazoria County - Community and Environmental - ID:
12855 ID 12855

SPECIAL PROVISIONS

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

ARTICLE 1: GOVERNING LAW, STANDARDS, AND REGULATIONS

This Agreement is entered into by and between the Subrecipient and H-GAC. The activities funded under this Agreement shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards included, but may not be limited to the following: 1) §361.014 of the Texas Health & Safety Code Ann.; 2) Title 30 Texas Administrative Code (30 TAC) Chapter 330, Section 330.649, TCEQ Rules and 30 TAC Chapter 14, TCEQ Rules; 3) The Uniform Grant and Contract Management Act, Texas Government Code Ann., §§783.001 et. Seq., and 4) The Interlocal Contract between the Texas Commission on Environmental Quality (TCEQ) and H-GAC. Neither the TCEQ nor the State of Texas is a party to this Contract. By accepting this agreement, the Subrecipient certifies that it is not delinquent in payment of solid waste disposal fees owed to the State of Texas, if applicable.

ARTICLE 2: MANDATORY ATTACHMENTS

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

ARTICLE 3: PARTY LIABILITY

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

ARTICLE 4: PAYMENTS

A. Maximum Value

Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statutes; H-GAC will reimburse Subrecipient for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or \$81,000.00. Allowable costs must be: certified by H-GAC as correct and necessary, directly associated with performance of this Agreement, provisioned under the Scope of Work or other mutually executed Attachment, and properly submitted at the rates prescribed by state or federal regulations.

B. Increase Request

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

C. Timely Submission Required

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

D. Progress Reports

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

E. Timely Processing

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

F. Format of Request; Required Information

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

G. Additional Approvals Required:

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

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

ARTICLE 5: FINAL REPORTS

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

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

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

ARTICLE 6: PROGRESS REPORTS

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

A. Compliance

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

B. Format of Report

Subrecipient shall use the approved H-GAC Progress Report form template, if a template is attached to this Agreement. If no templated form is attached, Subrecipient shall submit a Progress Report that must include: 1) A brief description of work accomplished for each task, 2) The percentage of completion of the overall work project and each task, 3) Changes in the estimated value (budget) of each work task, 4) Special problems or delays encountered or anticipated, and 5) The anticipated work activities for the next work period.

C. Other Reports

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

D. Breach

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

ARTICLE 7: STANDARDS OF PERFORMANCE

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

- F. Reject reimbursement requested and withhold all or partial payments. Funds may be retained by H-GAC for recovery of administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.
 - G. Terminate the contract, demand and receive: return of all equipment purchased with contract funds, return of all unexpended funds, and repayment of expended funds. If a H-GAC evaluation finds Subrecipient's performance to be substandard, H-GAC may provide its written evaluation report to other governmental entities at any time. H-GAC may also provide its written evaluation report to the public as authorized by law.
3. *Cumulative Remedies.* H-GAC may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from or caused by the Subrecipient substandard performance or any non-conformity with the Agreement or the law. The remedies and sanctions available to H-GAC in this Agreement shall not limit the remedies available to Subrecipient under law. Should H-GAC require repayment from Subrecipient, failure to pay within 30 days of a formal demand, shall result in legal actions to recover such funds, other sanctions as set forth in these Special Provisions, and additional costs billable to Subrecipient, including allowable interest and attorney's fees.

ARTICLE 8: AUDIT

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

ARTICLE 9: AUTHORIZED REPRESENTATIVES

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

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

ARTICLE 10: COST PRINCIPLES: ACCOUNTING SYSTEMS

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

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

ARTICLE 11: INSURANCE

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

ARTICLE 12: SUBCONTRACTS

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

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

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

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

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

Subrecipient shall take every reasonable course of action to maintain the integrity of the expenditure of public funds under this Agreement, avoiding favoritism and questionable or

improper conduct. This Agreement shall be administered in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. Subrecipient and its executive staff and employees, shall avoid situations that could give the appearance that any decision was influenced by prejudice, bias, special interest, or desire for personal gain.

ARTICLE 14: OWNERSHIP OF MATERIALS

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

Under this Agreement, to the extent permitted by law, Subrecipient shall indemnify H-GAC and its officers, agents and employees against liability, including costs, for infringement of any United States patent arising out of: the manufacture or delivery of supplies, the performance of services, the construction, alteration, modification, use, disposal or repair of real property, supplies, or construction work by or for H-GAC.

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

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

ARTICLE 15: HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

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

ARTICLE 16: PERMITS AND APPROVALS

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

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

ARTICLE 17: PERSONNEL

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

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

ARTICLE 18: ACKNOWLEDGEMENT OF FUNDING SOURCE

The Subrecipient shall give credit to H-GAC and appropriate state or federal funding agency, as the

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

ARTICLE 19: HEALTH, SAFETY, AND PROTECTION

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

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

ARTICLE 20: ENVIRONMENTAL PROTECTION & HAZARDOUS WASTE

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

ARTICLE 21: INFORMATION RESOURCES SECURITY POLICY

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

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

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

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

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

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

ARTICLE 23: SECURITY BREACH

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

ATTACHMENT A
Scope of Work
Brazoria County

Project Description: Brazoria County is requesting funds to host a week-long tire collection event with three drop off locations spread throughout the county.

Task I: Participate in Mandatory Grants Administration Workshop

Activity and/or Deliverable – A Mandatory Grants Administration Workshop will be hosted by H-GAC for FY25 Solid Waste Implementation Grant program and financial staff. Both program and financial representatives are required to participate.

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

Task II: Select Dates and Locations of Events

Activity and/or Deliverable – County will select the dates and location of each collection event and provide the information to H-GAC.

Schedule of Activity and/or Deliverable (in weeks or months) – 1-2 months.

Task III: Get Agreement with Vendor in Place

Activity and/or Deliverable – Negotiate with Liberty Tire and enter into an agreement.

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

Task IV: Publicize Events

Activity and/or Deliverable – County will coordinate collection event promotion. All must be approved by H-GAC prior to being printed, posted, or published.

Schedule of Activity and/or Deliverable (in weeks or months) – Begin 2 months prior to event

Task V: Prepare for Collection Events

Activity and/or Deliverable – County will handle all preparations for collection events. County will arrange a meeting with stakeholders on site to review final plan. County will notify hospitals, and adjacent businesses regarding the events. Logistics of collection will be forwarded on to H-GAC.

Schedule of Activity and/or Deliverable (in weeks or months) - 2 months to 2 weeks prior to event.

Task VI: Hold Collection Events

Activity and/or Deliverable – County will hold a week-long tire event in three locations across the county. County will be responsible for registering the volunteers and setting up the rest area. The county will oversee the traffic control. The county will also be responsible for the unloading of collected materials.

Schedule of Activity and/or Deliverable (in weeks or months) - Collection Days.

Task VII: Progress Reporting

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

- Due dates for Progress Reports

December 10, 2024 (September – November)

March 10, 2025 (December – February)

June 10, 2025 (March – May)

July 30, 2025 (June)

Follow Up Report – August 2026

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

Task VIII: Financial Reporting

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

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

Task IX: Additional Reporting

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

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

**ATTACHMENT B
Contract Budget
Brazoria County**

GRANT BUDGET SUMMARY	
Budget Categories	H-GAC Solid Waste Grant Funding
1. Personnel (Salary)	\$0.00
2. Fringe Benefits	\$0.00
3. Travel	\$0.00
4. Supplies (unit cost of less than \$1,000)	\$0.00
5. Equipment (unit cost of \$1000 or more)	\$0.00
6. Construction	\$0.00
7. Contractual (other than for construction)	\$80,000.00
8. Other	\$1,000.00
TOTAL	\$81,000.00

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

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

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

5. Equipment					
Equipment	Purpose	Model	Unit Cost	No. of Units	Equipment Funded
			\$0.00	0	\$0.00
			\$0.00	0	\$0.00
			\$0.00	0	\$0.00
			\$0.00	0	\$0.00
			\$0.00	0	\$0.00

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

7. Contractual		
Contractor	Purpose	Contract Funded

Liberty Tire Recycling	tire recycling	\$80,000.00
		\$0.00
		\$0.00

8. Other				
Type Other	Description	Other Funded		
Postage / Delivery			\$0.00	
Postage / Delivery			\$0.00	
Utilities			\$0.00	
Printing / Reproduction			\$0.00	
Signage			\$0.00	
Ads	Newspaper ads (5 @ \$200 each)		\$1,000.00	
Office Space			\$0.00	
Basic Office Furnishings			\$0.00	
Equipment Rentals			\$0.00	
Books / Subscriptions			\$0.00	
Repair / Maintenance			\$0.00	
Legal Services			\$0.00	
Temporary Services			\$0.00	
	Description	Unit Cost	No. of Units	Other / Eqmt. Funded
Recycling Bins		\$0.00		\$0.00
Recycling Bins		\$0.00		\$0.00
Recycling Bins		\$0.00		\$0.00
Personal Protective Equipment		\$0.00		\$0.00
Personal Protective Equipment		\$0.00		\$0.00
Personal Protective Equipment		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Computer Hardware		\$0.00		\$0.00
Additional other		\$0.00		\$0.00
Additional other		\$0.00		\$0.00
Additional other		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00
Other Equipment (<\$5,000)		\$0.00		\$0.00

\$81,000.00

SUPPLEMENTAL FUNDING STANDARDS

In addition to the standards set forth in applicable laws and regulations, as well as the category-specific funding limitations, the standards outlined below apply to all uses of the FY 2024/2025 solid waste grant funds.

1. **Texas Grant Management Standards.** The provisions of the Texas Grant Management Standards (TxGMS) issued by the Texas Comptroller of Public Accounts apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. **Procurement of Goods and Services.** Recipients of funds under this Contract, including H-GAC, implementation project grant recipients, and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. **Payment of Fees.** Local and regional political subdivisions subject to the payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive grant funding.
4. **Land Acquisition Costs.** Funds may not be used to acquire land or an interest in land.
5. **Municipal Solid Waste-Related Programs Only.** Funds may not be used for programs dealing with wastes that are not considered MSW, including programs dealing with industrial or hazardous wastes.
6. **Activities Related to the Disposal of Municipal Solid Waste.** Except as may be specifically authorized under an eligible project category, funds may not be used for activities related to the disposal of MSW. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; any landfill-related facilities or activities, including the closure and post-closure care of a landfill; or other activities and facilities associated with the ultimate disposal of MSW. This provision does not apply to activities specifically included under an authorized project category.
7. **Projects Requiring a TCEQ Permit.** Funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of bio-solids for beneficial use.

The applicant and/or HGAC will request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

8. **Projects Requiring TCEQ Registration.** Projects or facilities that require registration from the TCEQ, and which are otherwise eligible for funding, may be funded. However, the registration for the facility must be finally received before that project can be selected for funding.

9. **Projects that Create a Competitive Advantage Over Private Industry.** In accordance with §361.014(b) of the Texas Health and Safety Code, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term “private industry” includes non-profit entities.

10. **Supplanting Existing Funds.** Funds may not be used to supplant existing funds. In particular, staff positions where the functions assigned to that position will remain the same, were active at the time of the grant application and were funded from a source other than a previous solid waste grant, are not eligible for grant funding.

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

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

13. **State Contracts.** Funds may not be provided through an implementation project grant or subcontract to any public or private entity that is barred from participating in state contracts by the Texas Comptroller of Public Accounts, under the provisions of §2355.077, Government Code.

14. **Intended Purpose.** All equipment and facilities purchased or constructed with funds provided under this program shall be used for the purposes intended in the funding agreement for the life of the equipment.

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

16. **Lobbyists.** Funds may not be used for employment or contracts for services of a lobbyist or for dues to an organization that employs or otherwise contracts for the services of a lobbyist.

17. **Enforcement Actions.** Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.

18. **Penalties.** Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

CATEGORY SPECIFIC FUNDING LIMITATIONS

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

Category 1. Local Enforcement

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

- Funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Texas Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules. If compliance with TCLEOSE rules is still pending, attach a certification from TCLEOSE to indicate that the agency is in the process of achieving compliance with the rules.
- When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

- Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this program may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.
- Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
- Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
- Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.
- Grant funds may not be used for either the cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups.
- Funds may not be used to purchase ammunition, firearms, or HazMat gear.

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

Litter and illegal dumping cleanup may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Eligible expenses include waste removal, recycling of removed materials, fencing and barriers, and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials collected through these efforts, to the extent feasible. Cleanup of hazardous waste will not be eligible for funding.

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

Funding limitations applicable to this category include:

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

directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or HGAC must either contract for and oversee the cleanup work or conduct the work with its own employees and equipment.

- The costs for cleanup of hazardous waste and/or Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.
- The cleanup of Class 2 and 3 nonhazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.
- All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Rules, and 30 TAC Chapter 350, TCEQ's Risk Reduction Rules, must be complied with as part of any activities funded under this program.
- All materials cleaned up using funds provided under this program must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, HGAC will consider withholding at least ten percent (10%) of the reimbursements under an implementation project grant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.
- Funded community collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items (e.g.: large appliances and electronics) that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

Category 3. Source Reduction and Recycling

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

Funding limitations applicable to this category include:

- Any program or project funded under this program with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.
- Any revenues realized from recycling efforts funded through this program by a grant recipient must be placed back into the respective solid waste management program and may not be placed into a funded entities general revenue fund. Any monies realized must be used to promote sustainability of the funded program.

Category 4. Local Solid Waste Management Plans

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

Funding limitations applicable to this category include:

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

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

Funds may be used for projects to design, construct, and equip the facilities identified below. Other registered or permitted facilities may receive funding upon prior authorization from TCEQ on a case-by-case basis. The costs associated with operating these types of facilities will not be funded. However, eligible facilities which do not charge customers for services rendered qualify to pursue implementation project funding under this agreement to cover facility upgrades and periodic maintenance costs associated with the free services provided. Projects funded for these types of facilities shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place. Any revenues realized by entities funded through this program should be used in support of the entity's solid waste program and may not be redirected to an entity's general revenue fund.

The following MSW facilities qualify to pursue funding:

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

- Registration tier used oil collection facilities which qualify under 30 TAC 324.7(1) or (3).

Category 6. Household Hazardous Waste (HHW)

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

Funding limitations applicable to this category include:

- All HHW collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.
- All HHW events must meet the requirements of 30 TAC 335, Subchapter N, and must be coordinated through the TCEQ/External Relations Division. Additionally, the TCEQ Used Oil Program regulates the handling – including transportation – of used oil and oil filters. HHW collections should be aware of registration requirements when selecting vendors or running a collection program themselves.
- All HHW collection event activities must be conducted under an operational plan which meets the requirements of 30 TAC 335.405(a), to be maintained onsite, which addresses collection, ingress and egress, storage, training, transportation, recycling, and disposal.
- Designated HHW “operator” must submit to the TCEQ HHW Program a 45 Day Notice which meets the requirements of 30 TAC 335.403(b). The operator must also report to the HHW program by April 1st of the following year on the amount of material received under the collection.
- First-time applicants may request funds for disposal costs. Second and subsequent year requests will be considered at the discretion of the Solid Waste Management Committee (SWMC).

Category 7. Technical Studies

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

Funding limitations applicable to this category include:

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

Category 8. Educational and Training Projects

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

Funding limitations applicable to this category include:

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

AUTHORIZED REPRESENTATIVES

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

Exhibit 1

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

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

H-GAC Solid Waste Management Grant Application

General Information

Application Information

Application ID	Name of Entity	Department/Division
165	Brazoria County	Commissioner Precinct 3

Primary Project Contact Information

Name	Address
Liz Sitta	111 E Locust St
Phone Number	Address
281-331-3197	111 E Locust St
Email Address	Angleton, TX 77515
lizeths@brazoria-county.com	County
Title	Brazoria
Chief Administrator	

Primary Financial Contact Information

Name	Address
Elvia Soto	111 E Locust St
Phone Number	Address
979-864-1587	111 E Locust St
Email Address	Angleton, TX 77515
elvias@brazoriacountytx.gov	County
Title	Brazoria
Grants Administrator	

Eligible Entities

Entity Category
County

Grant/Project Information

Project Title
Brazoria County Tire Collection and Recycle Event

Brief Project Description
Brazoria County has 1,236 square miles which includes 23 cities/villages/towns with a population of 388,181. Brazoria County is unique in which that it has urban and rural living as well as you see farming/ranching but also high density suburban communities. In the previous tire collection in 2021, the event collected 15,631 tires that were recycled. The increase of population has shown the increase of tires illegally dumped providing an excellent opportunity for mosquito breeding grounds that can carry various diseases. This event will partner with multiple jurisdictions to raise awareness to dispose of tires through an approved contractor.

Grant Category
Litter and Illegal Dumping Cleanup and Community Collection Events

Population Served by this Project
388,181

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

Please indicate your preference below.

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

FY24

Personnel and Fringe Benefits Budget

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

Personnel Budget Narrative

Fringe Benefits Budget Narrative

Travel Budget

This application does not contain a Travel request.

Travel Budget Narrative

Supplies Budget

This application does not contain a Supplies request.

Supplies Budget Narrative

Equipment Budget

This application does not contain an Equipment request.

Equipment Budget Narrative

Construction Budget

This application does not contain a Construction request.

Construction Budget Narrative

Contractual Budget

Contractual Budget Line Item

Contractor

Liberty Tire Recycling

Purpose

Recycling of Tires

Amount Requested

\$80,000.00

Contractual Budget Narrative

We plan to use approved vendor, Liberty Tire, to provide tire recycling service. Liberty will drop off containers at Precinct 3, 4, and Angleton Fairgrounds (to cover Precincts 1 & 2). Once the containers are full, Liberty will exchange them for empty ones. Quote has been submitted as an attachment. Each trailer will cost approximately between \$2,450 to \$4,650 depending on the type of tire collected and it will include the drop off of the container, pick up, and disposal of the tires. Each container holds approximately 800-1000 street tires or roughly 300330 equipment tires. County employees will work the site to accept tires and load them into the containers. Brazoria County will pay for the tire recycling if the grant money is exceeded. The grant funds we are requesting would enable us to recycle over 150 tons of tires. Each container holds roughly 11 tons of tires with no rims. In 2021, Brazoria County received a grant for \$30,625 to collect, recycle, and promote the event. The total cost for just the recycling was \$80,459.18.

Other Budget

Other Budget Line Item

Type

Advertising/Public Notices

Description

Ad placement in multiple newspapers and forms to get the word out on this free resource/event.

Purpose

To notify the public

Quantity

Various

Amount Requested

\$1,000.00

Other Budget Narrative

The event will be advertised in The Facts and The Alvin Sun. The Facts circulation of 15,000 plus approximately one million online viewers. Ads will be 3"x7.5" for the first week day and the second day – Sunday. The Sun publishes two days a week – Wednesday and Sunday with a reach of 11,500 households in the Alvin/Manvel areas in addition to their website for 3"x7" ad. We will also advertise via email, flyers, Facebook county and partners websites as well as announcements at our community meetings.

Total Funding Request

Category	Amount Requested
Personnel Budget (Includes Fringe Benefits)	\$0.00
Travel Budget	\$0.00
Supplies Budget	\$0.00
Equipment Budget	\$0.00
Construction Budget	\$0.00
Contractual Budget	\$80,000.00
Other Budget	\$1,000.00
Total Amount Requested	\$81,000.00
Applicant's Match/In-Kind	\$2,069,227.00
Total Project Budget	\$2,150,227.00

Project Merits and Needs

Need for Project (15 Points)

Brazoria County has not held a tire disposal event since 2021. As such, there are hundreds of tires being left to lay in residents' ditches, garages, and yards. Unfortunately, many of them are being left in ditches, parks, or illegal dumping sites. Tire dump sites attract rodents and mosquitoes, act as vectors for disease, and are serious fire hazards. When tires catch fire, contaminants in the burning material can run off into creeks and pollute groundwater. Contaminants can also cause damaging air pollution. Brazoria County has experienced floods in the past including during Hurricane Harvey. The number of tires found in roadways and drainage ditches has increased. There are several illegal dumping sites within Brazoria County, and even though several county departments participate in the daily removal of illegally dumped tires, there will always be a need for events such as the one proposed. The approval of this project will allow the proper handling of unwanted tires and allow for recycling and reuse of material that would otherwise contaminate property or rot in a landfill. On a daily basis, Brazoria County Precincts 1, 2, 3, and 4 clear tires from ditches and easements and the County Parks Department picks up tires from park, boat ramp and beach access sites. Due to the high number of residents and the large number of roads and waterways in Brazoria County, it is unreasonable to believe that the county can afford to sponsor this event without funding assistance. The approval of this project will help offset costs for a one-day event to be held, allowing Brazoria County residents to take a limited number of unwanted tires to their residential precinct yard for proper handling. We want to be proactive to prevent illegal dump sites. Attached are photos of several illegal dump sites that have been reported to the Brazoria County Environmental office. Brazoria County is committed to making this event successful and will fund any costs over any funds received for this event.

Objective (5 Points)

This event will allow recycling and reuse of material that would otherwise contaminate property, provide a breeding ground for mosquitoes, rot in a landfill, and provide education to citizens about the dangers of illegal dumping. Unwanted tires can be recycled for use as playground surfaces, garden mulch and road surfaces.

Project Feasibility (15 Points)

Brazoria County Precincts have large areas to temporarily store unwanted tires and host the proposed collection event/s. Brazoria County and volunteer labor will be used to properly accept, clean and load the tires into the trailer. When trailers are loaded, Liberty will pick up and deliver to their facility to recycle the tires. Liberty will drop another trailer if needed. Brazoria County will then haul the tires to the recycling facility and we have the option of using them.

[Grant Project Implementation Timeline](#)

Outreach and Education (10 Points)

The details of this project will be discussed at a Commissioners' Court meeting which is open to the public. Upon approval by Commissioners' Court, the project event information will also be advertised in several local newspapers on Brazoria County's website and on approximately 15 participating cities' websites, and social media sites. The importance of proper disposal and recycling of unwanted waste will also be discussed on those websites and social media sites. Not only will this event offer citizens the opportunity to dispose of tires correctly and free but it will also afford us a time to educate the public of the environmental impact of proper tire disposal and usefulness.

Local Resources and Commitments

Ability to Sustain Project (15 Points)

The proposed project will create an opportunity for the citizens of Brazoria County to dispose of their unwanted tires responsibly at no cost to them. This will prevent these tires from being illegally dumped. Brazoria County spends approximately \$15,000 annually on disposal of tires found illegally dumped on easements or property creating an illegal dump site. This does not include the labor and/or the equipment cost. We hope that grant funds such as this opportunity provided by H-GAC will help offset these costs, advertise the event, and increase public awareness of the importance of proper disposal as well as the importance of recycling whenever possible. Brazoria County proposes this project in hope that this will result in a long-term awareness and responsibility.

Matching Funds or In-Kind Services (5 Points)

Brazoria County employees from various departments will prepare press releases, public announcements, publicize on social media as well as most of the labor and equipment will be absorbed by Brazoria County.

Partnerships (5 Points)

In addition to all four precincts within Brazoria County, the Parks Department, Sheriff's Department, the Adult Probation Department and Texas A&M AgriLife Extension office of Brazoria County, there are also at least 15 partnering cities, towns and villages within Brazoria County that will assist in this one day tire collection event. Organizations such as Keep Brazoria County Beautiful has expressed interest in sending volunteers to help as well.

Project Evaluation

Return on Investment (15 Points)

The approval of this project will allow for the removal of hundreds of unwanted tires that damage local grounds and create opportunities for diseases. Residents will have an opportunity to bring their unwanted tires to three county facilities to be recycled at no cost, preventing the tire from being illegally dumped and preventing the hardship falling on the county for labor and equipment to clean the tires from county's road and waterways.

Anticipated Effectiveness (10 Points)

Allowing citizens to drop off tires free of charge will prevent safety hazards that coincide with leaving the tires in yards or garages, causing the possibility of health or fire hazards. After several rain events, a lot of scattered litter, including abandoned tires, in many drainage ditches and waterways of Brazoria County. This often creates a damming effect causing drainage to be slow or completely blocked. It has placed a hardship on the county to clear litter and debris from easements and right of ways prior to mowing and has caused standing water damage to private property. It is anticipated that residents will choose to bring their unwanted tires to their precincts rather than commit a crime by dumping them illegally.

Measures of Success (5 Points)

Promotion of this event will raise awareness and continue a conversation in regards to proper disposal for tires. Ultimately, over time, this will result in a decreased amount of tires left in ditches, parks, and illegal dump sites. The information that is shared regarding the importance of recycling/reusing unwanted tires will bring awareness to the citizens of Brazoria County. It will Educate the citizenry to take proper actions in order to accomplish correct disposal. In addition, Brazoria County is hopeful that by offering this type of event more frequently, it will allow a permanent avenue of proper disposal and awareness.

Additional Program Information

General Information

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

We will partner with local environmental organizations (Keep Brazoria County Beautiful, Keep Alvin Beautiful, etc.) to promote and recruit volunteers/manpower.

Who will be doing the cleanup or operating the collection event?

Volunteers

Contractors

Staff

Event Information

What type of materials will be collected (illegally dumped items, tires, litter, etc.)

Used, abandoned, and unwanted tires.

Is the event for which you are requesting funding ongoing, an annual event, one-day, etc.?

This will be an event held throughout a week to give an opportunity for residents to drop off their unwanted tires. If able and funds are available, host another event at the end of the year as well.

How many collection sites will be included in your event?

3

Date(s) of Event(s)

February 2024

Where will the cleanup(s) take place?

Angleton, West Columbia, Alvin

How is the event going to advertised?

In the newspaper, partnering municipalities' websites, social media.

Disposal of Collected Materials

Where will materials be disposed of?

Liberty Tire Recycle

What are the estimated costs for processing the materials collected?

\$80000

Who is covering the cost of disposal?

Our goal is for our Grant to cover the cost of recycling with Liberty Tire. Brazoria County will pay for any additional cost for the tire disposal that is not covered by the Grant money.

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

\$80000 included in the processing of materials collected

Are materials going to be recycled?

Yes

If so, where and which items?

Liberty tire Baytown TX 77521

What are the estimated clean-up costs saved?

\$unknown

Educational Component

What educational items will you be purchasing?

None

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

We will share information about disposing of tires properly. The difference between dumping them and recycling them, what recycled tires can be used for such as a playground. Also educate the things are County recycle center recycles. Describe your distribution plan of the items. We will have workers at the entrance and distribute handouts as a sign to drop their tires off. We will also post on social media and our County website.

Describe your distribution plan of the items.

Website, social media, and through speaking engagements.

Equipment

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

n/a

How often will the equipment be used?

n/a

Do you have adequate space to store the equipment?

Yes

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

Yes

Regional Solid Waste Management Plan

Goal #1

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

No

Goal #2

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

Yes

Objective(s) Meet

Objective 2A: Provide information to the public to encourage and enable behavior change.

Objective 2B: Educate local governments, nonprofits, and other groups responsible for materials management.

Objective 2C: Educate parties on new and emerging innovations, technologies, and regulations.

Goal #3

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

Yes

Objective(s) Meet

Objective 3C: Support partnerships and interjurisdictional cooperation on a full range of materials management activities.

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

Yes

Objective(s) Meet

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

Objective 4C: Support planning efforts to abate illegal dumping and litter.

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

No

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

No

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

No

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

Yes

Objective(s) Meet

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

Private Industry

Private Industry Notification

Private Service Provider Contacted

Liberty Tire Recycling

First Name

Roger

Last Name

Church

Title

Point of Contact

Date Notified

9/27/2023 12:00:00 AM

Method Of Contact

Email/Phone

Discussion Summary

Approved county vendor is aware of the upcoming efforts for the tire recycling event. The vendor has provided a quote for two different types of tire descriptions - car, light, truck off the rim and off the road tires, equipment, ag or tires on the rim. Vendor will drop off containers and pick-up containers once full. Please see attached Vendor Quote under supplemental information.

Similar Programs

Similar Program

Entity Name

City of Alvin

First Name

Dan

Last Name

Kelinske

Date of Contact

5/25/2021 12:00:00 AM

Summary

The City of Alvin's Parks and Recreation hosted an event called the Spring Cleanup in May of 2021 where tires were collected. They had 2.43 tons (or about 1/2 of a tractor trailer full) just for their jurisdiction. This event was held 3 months after the Brazoria County Tire Recycling Event and demonstrated that we did not collect all tires in just that city.

Similar Program

Entity Name

Keep Pearland Beautiful

First Name

Adrian

Last Name

Hernandez

Date of Contact

10/12/2023 12:00:00 AM

Summary

Keep Pearland Beautiful hosts an annual Fall Cleanup that includes tire recycling. However, it is open to the public but in order to dispose of the tires, the organization charges a fee at the cost of the general public. It is their 12th year to host this type of event.

Supporting Documents

Letter of Support - City of Alvin

[Alvin.Solid Waste Management Program Support Letter.pdf](#)

Letter of Support - City of Angleton

[Angleton.Letter of Support.pdf](#)

Letter of Support - City of Brookside Village

[Brookside Village. Letter of Support for SWMP.pdf](#)

Letter of Support - City of Freeport

[Freeport.Solid Waste Management Program Support Letter.pdf](#)

Letter of Support - Keep Brazoria County Beautiful

[KBCB.Solid Waste Letter of Support.docx](#)

Letter of Support - City of Clute

[LETTER OF SUPPORT - CLUTE.pdf](#)

Letter of Support - City of Liverpool

[Liverpool.Solid Waste Management Program Support.pdf](#)

Letter of Support - City of Manvel

[Manvel.Solid Waste Management Program Support Letter.pdf](#)

Letter of Support - City of Pearland

[Pearland.Solid Waste Management Program Support Letter.pdf](#)

Letter of Support - City of Quintana

[Quintana.support letter.pdf](#)

Letter of Support - City of Richwood

[Richwood.Tire Collection Letter.pdf](#)

Letter of Support - City of Surfside

[Surfside. Letter of Support for SWMP.pdf](#)

Letter of Support - Texas AgriLife

[Texas AgriLife.Letter for tire grant 2023.docx](#)

What Texans Need to Know About Zika Virus

[what-texans-need-to-know-about-zika-virus.pdf](#)

Keep Pearland Beautiful Recycles Celebration Events

[KPB Pearland Recycles Celebration Events.PNG](#)

Alvin Sun Quote and Deadlines

[Alvin Sun Quote and Deadlines.pdf](#)

The Bulletin Ad Quote

[The Bulletin Quote and Deadline.pdf](#)

Liberty Tire Quote

[Liberty Tire Quote.pdf](#)

Commissioners' Court Consent Agenda - Approval of Grant Application

[Passing of Grant Application thru Commissioners Court.pdf](#)

Application Agreement and Signature

By checking this box, the Applicant certifies that it has reviewed the [certifications](#), [assurances](#), and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.

I Agree

Your Name

Lizeth F Sitta

Your Title

Chief Administrator for Brazoria County Commissioner Stacy Adams, Precinct 3

Date Submitted

10/16/2023 03:30 PM

Grant Project Implementation Timeline

#	Project Task	Start Month	End Month
1	Schedule Containers with Liberty	Month 1	Month 1
2	Schedule/Confirm Labor and Volunteers	Month 1	Month 5
3	Create Artwork for Event	Month 2	Month 2
4	Place Ads for Event Promotion	Month 2	Month 2
5	Create Signage for Event	Month 3	Month 3
6	Execute Event	Month 4	Month 4
7	Document for Future Reference	Month 1	Month 5

Please add rows for additional tasks as needed.

Grant Project Implementation Timeline

Duration
2 weeks
2 weeks
1 week
1 week
2 weeks
1 week
5 months



CITY OF ALVIN

Office of the Mayor

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4200 • www.alvin-tx.gov

September 27, 2023

Stacy L. Adams
County Commissioner, Precinct #3
P.O. BOX 548 Alvin, TX 77512

To Whom It May Concern:

The City of Alvin expresses its support for the Solid Waste Grant to fund a tire collection in Brazoria County. If awarded the Solid Waste Grant, we can clear our county of unwanted tires and illegal dumping sites. This grant will be an opportunity for all citizens of Brazoria County to recycle unwanted tires benefiting every community in Brazoria County.

Scrap tires can pose a threat to human health and the environment as ideal breeding grounds for mosquitoes, which can carry and transmit life-threatening diseases but through proper handling and disposal, scrap tires do not present any major environmental problems. The Rubber Manufacturers Association strongly supports programs to clean up scrap tire stockpiles that can also “catch fire as a result of lightning strikes, equipment malfunctions, or arson and tire fires typically cause air, surface water, soil, groundwater and residual contamination that have negative impacts on human, animal and plant life.”

In conclusion, I fully support Brazoria County’s efforts for the Solid Waste Grant to help fund the cost to rid our communities of unwanted tires and especially help stop our County Roads being used as dumping grounds.

Sincerely,

Gabe Adame, Mayor
City of Alvin



Mayor John Wright

October 5, 2023

Travis Townsend
Mayor Pro Tem
Position 2

Dear Sir or Madame,

Christiene Daniel
Council Member
Position 1

The City of Angleton fully supports both obtaining and implementation of an HGAC grant to Brazoria County for a tire collection/recycling event.

Terry Roberts
Council Member
Position 3

Angleton frequently partners with Brazoria County on environmentally based collection events. These events include collection and recycling of both electronics and tires. We have the logistics of these events streamlined and the public is familiar with the drop-off site and procedures. Tires have not been collected since 2020.

Cecil Booth
Council Member
Position 4

Tire disposal is the most frequently requested service at each precinct and at the Home Chemical Collection Center. There has not been a public collection since 2020.

Mark Gongora
Council Member
Position 5

Please allow Brazoria County this grant as a county wide resource to collect and properly dispose of used and abandoned tires.

Chris Whittaker
City Manager

Sincerely,

Michelle Perez
City Secretary

John Wright

John Wright, Mayor
City of Angleton
121 S. Velasco
Angleton, TX 77515



CITY OF BROOKSIDE VILLAGE

EST. 1959

6243 BROOKSIDE ROAD
BROOKSIDE VILLAGE, TX 77581

Phone No. (281) 485-3048 Fax No. (281) 485-9551

www.brooksidevillage-tx.org

October 6, 2023

Stacy Adams
County Commissioner, Precinct #3
P. O. Box 548
Alvin, TX 77512

To Whom It May Concern:

Please accept this as a letter to convey complete and avid support for the Solid Waste Grant to fund and facilitate a tire collection in Brazoria County. All cities and communities within Brazoria County would greatly benefit by having the opportunity provided to be rid of discarded tires and seeing them properly recycled.

Small, limited resource cities such as Brookside Village would be especially well served and grateful to support a project that could greatly help remedy the issues where illegal dumping and undesirable storage of abandoned tires occur. These tires create a host of extremely unfavorable environmental and human health issues.

Again, I would like to express my support for any efforts put forth by Brazoria County to be awarded the Solid Waste Grant to aid in ridding our communities of the host of problems caused by unwanted tires and illegal dumping.

Sincerely,

Glenda Hundl
Mayor



Dear Sir or Madame:

The Keep Brazoria County Beautiful Association (KBCBA) fully supports both obtaining and implementation of an H-GAC Solid Waste Management grant to Brazoria County for a tire collection and recycling event.

KBCBA frequently partners with Brazoria County on environmentally based collection events. These events include collection and recycling of both electronics and tires. We have the logistics of these events streamlined and the public is familiar with the drop-off site and procedures. Tires have not been collected since 2020.

Tire disposal is the most frequently requested service at each precinct and at the Home Chemical Collection Center. This is a service Brazoria County residents need.

Please allow Brazoria County this grant as a county-wide resource to collect and properly dispose of used and abandoned tires.

Sincerely,

Amy M. Tasto

Amy M . Tasto, President
Keep Brazoria County Beautiful Association
P.O. Box 3606
Lake Jackson, TX 77566



979-265-2541
Fax: 979-265-4551
www.clutetexas.gov

September 28, 2023

Dude Payne, County Commissioner
Brazoria County Precinct 1
P. O. Box 998
1432 Highland Park
Clute, TX 77531

Re: H-GAC Solid Waste Grant

Dear Commissioner Payne,

It is my understanding that Brazoria County is submitting a Solid Waste Grant application through the Houston-Galveston Area Council for disposal of tires.

The City of Clute is supportive of this project. This will reduce illegal dumping and protect the environment as well as reduce mosquito infestation

The City of Clute does not have the administrative staff to apply nor support this effort independently, however, there is a great need for the opportunity to dispose of tires. Some of our residents do not have the ability or resources to dispose of the tires that are continually being dump in our community.

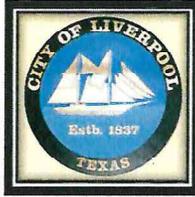
If you need any further information, please feel free to contact me.

Respectfully,

Calvin Shiflet
Mayor
City of Clute, Texas

City Council Members

Nancie Bailly
Marie Middleton
Philip Loving
Roland Agrella
Arthur Fuhrmann



Hours of Operation
Mon-Thurs 8:00am – 5:00pm
Friday 8:00am – Noon
www.cityofliverpooltexas.com

Mayor Ric Bogue

City of Liverpool · 8901 CR 171 · P.O. Box 68 · Liverpool, Texas 77577
Office: 281-581-2342 · Fax: 281-605-1817
www.cityofliverpooltexas.com

September 28, 2023

Brazoria County Commissioner, Pct.3

Stacy L. Adams
2508 N. Gordon
Alvin, Texas 77511

RE: Solid Waste Grant

The City of Liverpool is in full support of the Solid Waste Grant to fund a Tire Collection Program in Brazoria County. We often have residents that have unwanted tires, and currently do not have a way to dispose of them.

The City of Liverpool also feels that it would help with amount of tires that are being dumped on the side of our roads, not only the City Limits, but on County roads as well. Having this type of program will help eliminate the dumping of tires and will help improve our City and County streets.

The City of Liverpool will be available to help with anything that may be needed with this program.

If you have any questions or concerns regarding this matter, please feel free to contact the City of Liverpool City Hall at 281-581-2342. The city of Liverpool's City Hall is available Monday – Thursday from 8:00 AM to 5:00 PM and Friday from 8:00 AM – 12:00 PM.

Respectfully,

A handwritten signature in black ink, appearing to read "Ric Bogue", written in a cursive style.

Ric Bogue
Mayor
City of Liverpool



FROM THE OFFICE OF

MAYOR DAN DAVIS

20031 Hwy 6
Manvel, TX 77578
Phone: 281-489-0630

dan.davis@cityofmanvel.com

*Hoka
Hey!*

September 27, 2023

Stacy L. Adams
County Commissioner, Precinct #3
P.O. Box 548
Alvin, TX 77512

To Whom It May Concern:

The City of Manvel would like to express its support for the Solid Waste Grant to fund a tire collection in Brazoria County. If awarded the Solid Waste Grant, we can clear our county of unwanted tires and illegal dumping sites. This grant will be an opportunity for all citizens of Brazoria County to recycle unwanted tires and will benefit every community in Brazoria County.

Scrap tires can pose a threat to human health and the environment as ideal breeding grounds for mosquitoes, which can carry and transmit life-threatening diseases. Through proper handling and disposal, scrap tires do not present any major environmental problems. The Rubber Manufacturers Association strongly supports programs to clean up scrap tire stockpiles that can also "catch fire as a result of lightning strikes, equipment malfunctions, or arson and tire fires typically cause air, surface water, soil, groundwater and residual contamination that have negative impacts on human, animal and plant life."

Again, I offer my support of Brazoria County's efforts for the Solid Waste Grant to help fund the cost to rid our communities of unwanted tires and especially in helping put a stop to our County Roads being used as dumping grounds.

Sincerely,

Dan Davis
Mayor



City of Pearland
3519 Liberty Drive
Pearland, Texas 77581
Tel: 281.652.1795
pearlandtx.gov

September 28, 2023

Houston-Galveston Area Council
Attn: Erin Livingston
3555 Timmons Lane #100
Houston, Texas 77227

Dear Ms. Livingston:

The City of Pearland supports Brazoria County's Solid Waste Management Program grant application to the Houston-Galveston Area Council (H-GAC) in pursuit of funding for a Tire Collection Drive. According to the U.S. Census, growth has put it at No.13 amongst Texas' fastest growing counties since 2010, as more than 57,077 additional residents call Brazoria County home.

This means no less than an additional 21,139 vehicles on its roads, which has an ancillary but critical impact on the amount of old, used and unwanted tires that need to be recycled. Unfortunately, those often end up in illegal dumping sites and are a burden for local code enforcement officers, property owners and result in unsightly and unsafe conditions.

This grant will allow citizens of our community to recycle unwanted tires, reduce the number of illegal dumping sites and provide a benefit to constituents across Brazoria County, including the City of Pearland. Amidst a current void in substantive tire recycling resources in the County, we welcome and support the opportunity to participate and offer this benefit to our citizens. If funded, the City of Pearland can offer actual support in two ways:

1. Assistance with local promotion and community awareness of the event; and
2. Assistance with finding a location for hosting an event in Pearland.

Our local elected officials and other stakeholders may also wish to attend such events in support of this important cause, and we look forward to this request coming to fruition.

Sincerely,

A handwritten signature in black ink, appearing to read "Trent Epperson".

Trent Epperson, City Manager
City of Pearland



Town of Quintana | 814 N. Lamar | Quintana Beach, TX 77541
979-233-0848 Office | 979-239-1815 Fax

October 04, 2023

Mr. Dude Payne
Brazoria County Commissioner Pct. 1
PO Box 998
1432 Highland Park
Clute, Texas 77531

Letter of Support

I, Tammi Cimiotta, City Administrator, would like to offer my support for the Brazoria County Tire Collection event. This event is a great step forward towards creating a cleaner and safer environment for all surrounding communities in Brazoria County. Illegal dumping has been an issue in this coastal community and the Brazoria County's Tire Collection Event will make a huge impact. The Town of Quintana is in support of the Tire collection event and offers to help at the event.

Regards,

A handwritten signature in blue ink, appearing to read 'Tammi Cimiotta', is written over a light blue circular stamp.

Tammi Cimiotta
City Administrator
Town of Quintana
814 N. Lamar
Quintana, TX. 77541
O: 979-233-0848
C: 979-313-0254
F: 979-239-1815
cityadministrator@quintanatx.com



October 4, 2023

To whom it may concern:

The City of Richwood fully supports both obtaining and implementation of an HGAC grant to Brazoria County for a tire collection/recycling event.

Brazoria County frequently participates in environmentally based collection events. These events include collection and recycling of both electronics and tires.

Our city is frequently contacted by residents regarding tire disposal and being able to partner with Brazoria County would be a great service to our community.

Please allow Brazoria County this grant as a countywide resource to collect and properly dispose of used and abandoned tires.

Sincerely,

Michael Durham

Michael Durham, Mayor
City of Richwood



Texas A&M AgriLife Extension, Brazoria County
Agriculture and Natural Resources
21017 CR 171
Angleton, TX 77515

October 4, 2023

To whom it may concern,

The Texas A&M AgriLife Extension Service in Brazoria County supports Brazoria County's application for the 2023 solid waste grant to reduce and recycle tires for all citizens of Brazoria County. With the help of this grant and the cooperative efforts of several agencies, Brazoria County will be able to reduce illegal dumping of tires, protect and clean up the environment, and also reduce mosquito infestation, in turn reducing the potential for diseases such as Zika Virus and West Nile. Reducing the mosquito population will in turn reduce the amount of spraying needed to control mosquitos, which means Brazoria County will be practicing best management practices for the environment.

The Brazoria County Extension Office will assist in whatever means possible to assist and distribute the information about this opportunity to recycle old tires and clean up our environment. We will also assist in educational resources to help educate the public about the risk and dangers of illegal dumping.

If I may be of any further assistance on this matter please feel free to contact me.

Best Regards

A handwritten signature in black ink, appearing to read "Jessica Chase".

Jessica Chase

County Extension Agent
Agriculture and Natural Resources
Texas A&M AgriLife Extension, Brazoria County
21017 CR 171, Angleton, TX 77515
Phone: 979-864-1558
Jessica.chase@ag.tamu.edu



Dear Sir or Madame;

The Village of Surfside Beach fully supports both obtaining and implementation of an HGAC grant to Brazoria County for a tire collection/recycling event.

Tire disposal is the most frequently requested service at each precinct and at the Home Chemical Collection Center. Tires have not been collected since 2020.

Please allow Brazoria County this grant as a countywide resource to collect and properly dispose of used and abandoned tires.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gregg Bisso", is written over a horizontal line.

Gregg Bisso
Mayor

THE CITY OF



FREEPORT

200 West Second St • Freeport, TX 77541

979.233.3526 • Fax 979.233.8867

Brooks Bass
Mayor

Tim Kelty
City Manager

September 27, 2023

Brazoria County
111 E Locust St.
Angleton, TX 77515

To Whom It May Concern,

The City of Freeport fully supports both obtaining and implementation of an HGAC grant to Brazoria County for collection, recycling and disposal of tires.

The City of Freeport partners with Brazoria County on environmentally based collection events. These events include collection and recycling of both electronics and tires. We have the logistics of these events streamlined and the public is familiar with the drop-off site and procedures. Tires have not been collected since 2020.

Tire disposal is the most frequently requested service at the City of Freeport. There has not been a public collection since 2020.

Please allow Brazoria County this grant as a countywide resource to collect and properly dispose of used and abandoned tires. If we can be of any further assistance, please do not hesitate to reach out.

Sincerely,

Brooks Bass, Mayor



WHAT TEXANS NEED TO KNOW ABOUT ZIKA VIRUS

Sonja L. Swiger¹ and Michael Merchant²

WHAT IS ZIKA?

Zika is a mosquito-transmitted disease caused by the Zika virus. This virus is not new, but from 2007 to 2014 the virus spread into new countries and perhaps became more dangerous to people. The illness caused by the Zika virus is usually mild compared to other mosquito-carried illnesses like dengue fever, West Nile virus, and chikungunya. Only one in five people infected with Zika will feel ill. These individuals typically develop mild symptoms that include fever, joint pain, red itchy eyes (conjunctivitis) and rash. Symptoms typically occur 2 to 7 days after being bitten by an infected mosquito. Symptoms in some individuals may be more severe. The association between Zika and Guillain-Barre syndrome (a type of paralysis) is under investigation.

Until recently, Zika was considered a mild disease with few lasting effects. However, public health officials are now concerned that pregnant women who contract Zika can pass the virus on to their unborn babies, which may result in a birth defect known as microcephaly. Microcephaly is a condition where the fetal brain and head do not fully develop and reach normal size. Currently, there is no vaccine or preventive treatment for Zika, nor is there a cure for microcephaly. For more information about the effects of Zika on humans, see <https://vitalrecord.tamhsc.edu/zika360/>.

HOW DO I GET ZIKA?

A person gets Zika from the bite of an infected mosquito. In turn, mosquitoes get the virus when they bite a person who is infected with the Zika virus. The best carrier (vector) of the Zika virus is the yellow fever mosquito, *Aedes aegypti*. The Asian tiger mosquito, *Aedes albopictus*, can also carry the Zika virus. The degree to which *Aedes albopictus* may be contributing to Zika transmission in the Americas is unknown. Both these mosquitoes are common in Texas, and may be found in the same communities.

¹ Assistant Professor and Extension Livestock/Veterinary Entomologist

² Professor and Extension Urban Entomologist



Aedes albopictus feeding

Since 2002, the most important mosquito-transmitted disease in Texas has been West Nile virus. West Nile virus is carried by a different mosquito, the southern house mosquito, *Culex quinquefasciatus*. Unlike the *Culex* mosquitoes which fly only at night, *Aedes* mosquitoes are active throughout the day and into the evening. For this reason, it is critical to protect against mosquito bites both day and night.

Under certain circumstances, Zika can also be transmitted sexually from men to women. To date, this is the only way local transmission of Zika is known to have occurred in the United States. In countries where mosquitoes spread Zika, sexual transmission of the virus is relatively less common. For this reason, the US Centers for Disease Control recently recommended that women with confirmed cases of Zika, or who have experienced symptoms of the virus, wait at least eight weeks after the start of their symptoms before trying to get pregnant. Additionally, men with confirmed cases of Zika, or who have had symptoms of the virus, are now advised to wait at least six months after their symptoms begin before having unprotected sex. These recommendations are based on current knowledge of how long the Zika virus remains active in the body and in semen.

SHOULD I BE WORRIED ABOUT ZIKA?

As of March 2016, the Zika virus has not been locally transmitted by mosquitoes to humans in Texas. During the winter and early spring, the principal risk is for



Any container capable of holding water for 8 to 10 days can produce dozens or hundreds of mosquitoes a day.

travelers to areas where Zika is active. However, local transmission of Zika might be possible during the active mosquito season (average daily temperatures above 75 degrees F) and as more people return to the state while infected. The risk of acquiring Zika infection from a mosquito bite within Texas is expected to remain low for most of the state. Your local health department, the Texas Department of State Health Services, and the local media are good sources for changes in the risk of Zika in your area. The most current information on Zika in Texas is at: <http://texaszika.org/>.

STOPPING ZIKA

There are two steps you can take to reduce your risk of getting Zika or West Nile virus from a mosquito. First, you can make your home environment less likely to breed mosquitoes. Second, you can reduce your risk of a mosquito bite by dressing appropriately and wearing mosquito repellent when you are outdoors.

All mosquitoes require bacteria-laden water in which to breed. *Aedes aegypti* and *Aedes albopictus* mosquitoes breed in small water- and debris-filled containers like bottles and cans, buckets and wheel barrows, tarps, gutters, birdbaths, flower pot dishes, and tires. Any container that can hold water for 8 to 10 days can produce dozens to hundreds of mosquitoes a day. Clean rainwater or irrigation water that fills a container with organic material (leaf debris, grass clippings, etc.) takes about four days to produce enough bacteria to sustain mosquito breeding. Because the mosquitoes that carry Zika fly less than 200 meters from their larval breeding site, most of the biting mosquitoes in your backyard come from containers in your or your close neighbor's yard. Again, the first step to stopping Zika is to fill or eliminate any water containers around your home. For more information about mosquitoes and how to check your yard for mosquito breeding sites, visit: <http://mosquitosafari.tamu.edu>.

Mosquitoes can bite any time you are outdoors—even for short trips to water the garden or pull weeds. Anyone staying outdoors for extended periods in mosquito-infested areas should wear long sleeves, long pants and light-colored, loose fitting clothing to prevent

mosquitoes from biting. Skin applied repellents can also provide good protection for 2 to 12 hours. DEET, picaridin, and IR-3535 are some of the better repellents for exposed skin; however, for shorter exposure times many other effective products are available. For more information about choosing a repellent, see the U.S. Environmental Protection Agency's repellent calculator: <https://www.epa.gov/insect-repellents/find-repellent-right-you>

PRECAUTIONS FOR TRAVELERS

Texas' proximity to Mexico and other Latin American countries where Zika is common make it one of the highest risk areas for Zika in the United States. Anyone traveling to and from areas where the Zika virus is present should take special precautions to avoid getting the virus or spreading it to others. This includes avoiding mosquito infested areas, wearing long sleeved shirts and long pants when in mosquito prone areas, and using a good repellent.

In addition to being careful to avoid Zika when traveling, it's important to avoid passing on the Zika virus when you return home. Even travelers who feel well can pass on the Zika virus. Eighty percent of those who get Zika will not know they have been infected. To minimize this risk, returning travelers should wear repellent for at least a week to avoid the possibility of introducing the virus to your community.

For more information and links to resources: <http://preventingzika.org/>

Texas A&M AgriLife Extension Service

AgriLifeExtension.tamu.edu

More Extension publications can be found at AgriLifeLearn.tamu.edu

Texas A&M AgriLife does not discriminate on the basis of race, color, religion, sex, national origin, disability, age, genetic information, veteran status, sexual orientation or gender identity and provides equal access in its programs, activities, education and employment.

meeting agenda or for which notice has not been given pursuant to Texas Government Code chapter 551, the Court may furnish specific factual information or recite existing policy in response to the inquiry. However, any deliberation or decision about the subject of the inquiry must be limited to a proposal to place such subject on the agenda for a subsequent meeting.

6. PROCLAMATIONS/RESOLUTIONS

6.A. Proclamation - Breast Cancer Awareness Month

RESULT: PASSED [UNANIMOUS]
MOVER: Donald "Dude" Payne, Commissioner
SECONDER: Ryan Cade, Commissioner
AYES: Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, Commissioner Linder

6.B. Proclamation - Alzheimer's Awareness Month

RESULT: PASSED [UNANIMOUS]
MOVER: David R. Linder, Commissioner
SECONDER: Stacy L. Adams, Commissioner
AYES: Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, Commissioner Linder

7. NEW BUSINESS

CONSENT

RESULT: PASSED [UNANIMOUS]
MOVER: Stacy L. Adams, Commissioner
SECONDER: Ryan Cade, Commissioner
AYES: Judge Sebesta, Commissioner Payne, Commissioner Cade, Commissioner Adams, Commissioner Linder

7.A. County Judge

7.A.1. Appointment to Gulf Coast Water Authority Board

7.B. Commissioner Precinct 1

7.B.1. Resolution - Follets Island Gulf Beach and Dune Restoration Coastal Study Project

7.C. District Attorney

7.C.1. Approve Payment to Sweeny Fire and Rescue for Emergency Water Services During Animal Cruelty Seizure

7.C.2. Amend Court Order 8.O.1 Dated March 28, 2023 - Resolution and Application for the Victim Coordinator and Liaison Grant (VCLG) Fund for FY 2024-2025

7.C.3. City of Pearland TIRZ 2 Annual Report

7.C.4. Grant Application for HGAC FY 24/25 Solid Waste Grant Program

7.C.5. Law Library Locker Lease Agreements

7.C.6. Right of Entry Agreements with the United States of America - Department of the Army

7.D. Tax Assessor - Collector

7.D.1. Request for Approval of a Limited Service Deputy Agreement

7.E. Airport

7.E.1. Out of State Travel

7.E.2. Texas Gulf Coast Regional Airport Lease and Storage Agreements

7.F. Auditor

7.F.1. Payment of Bills

7.G. CDBG/HUD/Welfare Department

7.G.1. Monthly Welfare Reports

7.G.2. Brazoria County Housing Choice Voucher (Section 8) Program Monthly Reports

7.G.3. Amendment to the 2020, 2021, and 2022 Annual Action Plans

7.G.4. Texans Feeding Texans Home-Delivered Meal Grant Program

7.H. Engineer

7.H.1. Accept Final Replat of Reserve B Columbia Lakes Section One - Abstract 133 (Precinct 4)

7.H.2. Conditional Acceptance of Roads - County Road 145 - Abstract 420 (Precinct 3)

7.H.3. Final Acceptance of Roads - Pradera Oaks Section Zero - Abstract 69 (Precinct 4)

7.H.4. Final Acceptance of Roads - Pradera Oaks Section One Street Dedication - Abstract 69 (Precinct 4)

October 10, 2023
THE COMMISSIONERS COURT OF BRAZORIA COUNTY
REGULAR SESSION

ORDER NO. 7.C.4

RE: Grant Application for HGAC FY 24/25 Solid Waste Grant Program

Authorize the submission of a grant application for the Houston-Galveston Area Council's Fiscal Year 2024/2025 Solid Waste Grants Program as described in the attached Exhibit 1.

Further, the County Judge is authorized to sign any and all documents relating to the Grant Program after review by the District Attorney's Office.

Lizeth Sitta

From: Darcy Patterson
Sent: Monday, October 16, 2023 8:44 AM
To: Lizeth Sitta
Subject: FW: [EXTERNAL] Hazel Alvin Sun Advertising Info recycling event
Attachments: ALVIN-0210 2.pdf



Brazoria County Plat. 4

REGARDS, *Darcy*
DARCY PATTERSON
ADMINISTRATIVE ASSISTANT
COMMISSIONER DAVID LINDER
☎ Darcyp@brazoriacountytx.gov
☎ (979)345-1130
☎ (979)345-2839
🌐 www.brazoriacountytx.gov

From: Hazel Wood Perez <advertising@alvinsun.net>
Sent: Monday, October 2, 2023 10:32 AM
To: Darcy Patterson <Darcyp@brazoriacountytx.gov>
Cc: Hazel Wood Perez <advertising@alvinsun.net>
Subject: [EXTERNAL] Hazel Alvin Sun Advertising Info recycling event

Hello Darcy,

Thank you for contacting Alvin Sun placing ad for recycling tire event!

Below last year ad, Black & White 3" wide x 6" tall cost \$234.00, by chance you like to build new ad 3" wide x 6" tall, use spec's (5.75" wide x 6" tall)

Feel free to email new ad or we can make changes to ad below!

October deadlines & Published Dates 2023:

- Deadline Friday, October 6, Published Wednesday, October 11**
- Deadline Friday, October 13, Published Wednesday, October 18**
- Deadline Friday, October 20, Published Wednesday, October 25**
- Deadline Friday, October 27, Published Wednesday, November 1st,**

View attachment last year ad place on page 2, reply back to reserve your Date and ad space!

I look forward in hearing back from you Darcy. Work cell: Text/Call 713-305-0594, email Hazel advertising@alvinsun.net

Please confirm email received!



**USED TIRE
RECYCLING COLLECTION**

(FREE to BRAZORIA COUNTY RESIDENTS)
Saturday, February 20, 2021
8 AM - 1 PM

3 Locations Available for Collection:

- Brazoria County Fairgrounds
901 S. Downing, Angleton
- Brazoria County Precinct 4 Facility
1211 CR 458, West Columbia
- Brazoria County Precinct 8 Facility
2467 FM 528, Alvin

ONLY ACCEPTING

- *8 tires per household*
- *4 Ag tires per household* (only accepted at Angleton and West Columbia Collection Sites)

NO TIRES WITH RIMS ACCEPTED

RESIDENTS ONLY, NO BUSINESSES

All CDC COVID-19 Guidelines Will Be Followed







Appreciate you!

Hazel Wood Perez

Marketing Executive

Alvin Sun & Advertiser

Office: 281.331.4421

Cell/ Text: 713.305.0594

Email: Hazel Wood Perez <advertising@alvinsun.net>

Alternate email: hazelperez818@gmail.com

Website: www.alvinsun.net

Lizeth Siitta

From: Darcy Patterson
Sent: Monday, October 16, 2023 8:45 AM
To: Lizeth Siitta
Subject: FW: [EXTERNAL] AD INFORMATION / BULLETIN
Attachments: image003.png



Brazos County Plat. 4

REGARDS, *Darcy*
DARCY PATTERSON
ADMINISTRATIVE ASSISTANT
COMMISSIONER DAVID LINDER
☎ Darcyp@brazoriacountytx.gov
☎ (979)345-1130
☎ (979)345-2839
🌐 www.brazoriacountytx.gov

From: Sharon Toth <sraron.bulletin@gmail.com>
Sent: Monday, October 2, 2023 10:16 AM
To: Darcy Patterson <DarcyP@brazoriacountytx.gov>
Subject: Re: [EXTERNAL] AD INFORMATION / BULLETIN

Good morning Darcy, Thank you for the interest in advertising Tire Recycling in The Bulletin. We encourage recycling in our annual Earth Day special pages and for recycling events!

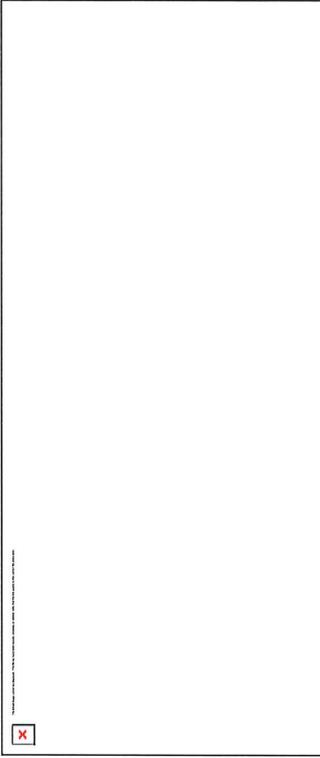
Most of the recycling Ads we've published have been a Half Page tabloid size, which in b&w would be \$225 per run or \$375 in Color. The more popular Half Page size measures 6.13 inches across by 8 in. down. Quarter Page Ads would be \$110 per run in b&w and \$210 in Color. Quarter Page Ads can be 4 in. across by 6 in down or 6.13 in across x 4 in down.

This Half Page size and vertical Quarter Page both work well for informational or publicity flyers that are often printed on 8 1/2" in. x 11 in. " down sized paper) that can be used as Ads. if you need any other sizes, please let me know.

Since we are a weekly paper 4 x monthly, your Ad receives visibility for ALL WEEK for each time it is placed. We ask that you reserve space a week to two in advance when possible with our normal deadline being by the Tuesday before the next Tuesday that it will be published in the paper, but we can make exceptions sometimes. The Bulletin is distributed across most of the county, including Angleton, Brazosport, West of the Brazos and as far north as Alvin. Please let me know if I can be of any more assistance. Have a Great Wweek! Sharon

On Mon, Oct 2, 2023 at 7:33 AM Darcy Patterson <DarcyP@brazoriacountytx.gov> wrote:

I actually just need something in writing to submit: with our application to H-GAC. This will be an advertisement for an event we will have for recycling tires. We'll run the ad twice prior to the event.



From: Sharon Toth <sharon.bulletin@gmail.com>
Sent: Friday, September 29, 2023 11:29 AM
To: Darcy Patterson <DarcyP@brazoriacountytx.gov>
Subject: [EXTERNAL] AD INFORMATION / BULLETIN

Hello Darcy, I can help you with the H-GAC grant ad. It sounds like a Legal Notice Ad? Those are different from our weekly rates, but we're told by law firms and others that they're very good prices. Would you like me to call you or you call me? Sharon

--

Sharon Toth, The Bulletin

Office: 979-849-5407

Cell: 979-709-6069

Fax: 1-866-844-5288

This message has been prepared or disseminated using resources owned by Brazoria County and is subject to the County's policies on the use of County provided technology. E-mail created or received through the County's computer system by any County employee or official may be considered a public record, subject to public inspection under the laws of the State of Texas.

--

Sharon Toth, The Bulletin
Office: 979-849-5407

Lizeth Sitta

From: Roger Church <rchurch@libertytire.com>
Sent: Thursday, September 28, 2023 11:24 AM
To: Lizeth Sitta
Subject: RE: [External] Request for Quote: Tire Recycling

Good morning Liz,

Thanks for getting the below information for me. Here's the pricing we are able to office for the rest of 2023 and all of 2024 for any of the address / sites listed.

Drop / Removal fee per trailer: \$250.00
Trailer SWAP and Process of the tires:
Car, Light Truck and Heavy Truck, off the rim: \$2,200.00
Off the road tires, equipment, AG or tires on the rim: \$4,400.00

Fuel Surcharge of 10% would be added to the above

If you have any questions or need more information please let me know.

Best,

Roger Church
281-628-4651

From: Lizeth Sitta <LizethS@brazoriacountytx.gov>
Sent: Wednesday, September 27, 2023 11:16 AM
To: Roger Church <rchurch@libertytire.com>
Subject: RE: [External] Request for Quote: Tire Recycling

We would like two options if possible...

1. Single event with 3 locations:
 - a. Brazoria County Fairgrounds (901 S. Downing, Angleton),
 - b. Brazoria County Pct. 4 Facility (1211 CR 468, West Columbia),
 - c. Brazoria County Pct. 3 Facility (2467 FM 528, Alvin).
2. On a quarterly basis rotating between the following locations:
 - a. 1st Quarter - Brazoria County Fairgrounds (901 S. Downing, Angleton),
 - b. 2nd Quarter - Brazoria County Pct. 4 Facility (1211 CR 468, West Columbia),
 - c. 3rd Quarter - Brazoria County Pct. 3 Facility (2467 FM 528, Alvin)
 - d. 4th Quarter - Brazoria County Pct. 4 Facility (1211 CR 468, West Columbia),

Thank you in advance for your assistance!

Best Regards,
Liz



Liz Sitta
Chief Administrator for
Commissioner Stacy L. Adams
2508 N. Gordon, Alvin, TX 77511
2341 N. Galveston Ave., Pearland, TX 77581
281-331-3197 Office Phone
281-331-6586 Fax Number
lizeths@brazoriacountytx.gov
www.brazoriacountytx.gov

From: Roger Church <rchurch@libertytire.com>
Sent: Tuesday, September 26, 2023 4:55 PM
To: Lizeth Sitta <lizeths@brazoriacountytx.gov>
Subject: RE: [External] Request for Quote: Tire Recycling

Good afternoon Liz,

Can you please let me know the address of the event?

Thanks

Roger

From: Lizeth Sitta <lizeths@brazoriacountytx.gov>
Sent: Tuesday, September 26, 2023 4:44 PM
To: Lizeth Sitta <lizeths@brazoriacountytx.gov>
Subject: [External] Request for Quote: Tire Recycling

Good afternoon,

On behalf of Brazoria County, I'd like to formally request a quote from your company in order to have a Tire Recycling event through the process of applying for a H-GAC Solid Waste Grant. The event will need containers to hold both Ag Equipment Tires and Car/Truck Tires.

Please provide the rate for the containers, the trailer pick-up/drop-off, and any additional costs associated with the removal of tires that will be collected at your earliest convenience.

We hope to have this event early next year and your timely quote will assist us in securing funding for the event.

Best Regards,
Liz



JOIN KPB NOW

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RECYCLING CENTER ▾

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MEMBERSHIP ▾

DONATE

CONTACT US

PEARLAND RECYCLES CELEBRATION EVENTS

**TWO WEEKS
ONLY
NOV. 8 - NOV. 19**
TUE. - SAT. 9AM - 1PM
EXTENDED HOURS:
TUE. - FRI. 3PM-6PM



**CAR TIRE- \$2
TRUCK TIRE- \$5**

Tires must be off the rim.
Limit 4 per household.



**THIN PLASTIC
FILM ACCEPTED**

Must be separated from
other recyclables.



**MATTRESS OR
BOX SPRING- \$5**

Limit 3 per household.



**11/11 & 11/18
FREE RECYCLED
PAINT GIVE-A-WAY**

No special color requests.



**November 12
FREE PAPER
SHREDDING**

Sponsored by Republic Services

Special Event Located in
front of the Center.



America Recycles Day, a program of Keep America Beautiful, is the only nationally recognized day dedicated to promoting and celebrating recycling in the United States. Every year on or around November 15 (America Recycles Day), millions turn out to thousands of local events held throughout the country to celebrate and learn more about their recycling programs. Since 1997, Pearland has participated in America Recycles Day. It is one day push by Keep Pearland Beautiful to educate and motivate people to recycle. One day to make recycling bigger and better 365 days a year.

Celebrate Pearland Recycles Day with Keep Pearland Beautiful for **TWO weeks**:

Date: November 8, 2022 through November 19, 2022

Location: [Stella Roberts Recycling Center](#) (5800 Magnolia Parkway)

Certificate Of Completion

Envelope Id: 71DB95B8780444C997CD1D8171FD2DFD	Status: Completed
Subject: Subrecipient Agreement - Subrecipient - Brazoria County - Community and Environmental - ID: 12855	
Source Envelope:	
Document Pages: 75	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Houston-Galveston Area Council
Time Zone: (UTC-06:00) Central Time (US & Canada)	3555 Timmons Lane, Suite 120
	Houston, TX 77027
	contracts@h-gac.com
	IP Address: 12.11.127.21

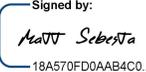
Record Tracking

Status: Original	Holder: Houston-Galveston Area Council	Location: DocuSign
7/22/2024 9:09:47 AM	contracts@h-gac.com	

Signer Events

Matt Sebesta
 matts@brazoriacountytx.gov
 Brazoria County Judge
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 18A570FD0AAB4C0...
 Signature Adoption: Pre-selected Style
 Using IP Address: 66.249.101.130

Timestamp

Sent: 7/22/2024 9:10:23 AM
 Resent: 8/13/2024 10:14:44 AM
 Viewed: 8/13/2024 11:45:11 AM
 Signed: 8/13/2024 11:50:37 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Charles Wemple
 charles.wemple@h-gac.com
 Executive Director
 Houston-Galveston Area Council
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 82EC270D5D61423...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 66.196.238.186

Sent: 8/13/2024 11:50:41 AM
 Viewed: 8/19/2024 1:15:25 PM
 Signed: 8/19/2024 1:15:34 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Lacey Powell
 LaceyP@brazoriacountytx.gov
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 7/22/2024 9:10:21 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Liz Sitta lizeths@brazoriacountytx.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 7/22/2024 9:10:22 AM Viewed: 7/22/2024 9:17:48 AM</p>
<p>Elvia Soto elvias@brazoriacountytx.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 7/22/2024 9:10:22 AM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/22/2024 9:10:21 AM
Certified Delivered	Security Checked	8/19/2024 1:15:25 PM
Signing Complete	Security Checked	8/19/2024 1:15:34 PM
Completed	Security Checked	8/19/2024 1:15:34 PM

Payment Events	Status	Timestamps
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