

# Planning for Sustainable Materials Management in North Central Texas

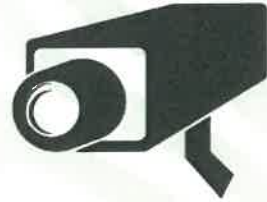
## FY 2026 to 2027 Solid Waste Implementation Grant Application Guidelines

*A program funded through a grant from the Texas Commission on Environmental Quality (TCEQ)*

February 2025



**NO ILLEGAL  
DUMPING**



**24 HOUR  
SURVEILLANCE**

**Violators will be prosecuted**

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**North Central Texas  
Council of Governments**

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## Introduction

The North Central Texas Council of Governments (NCTCOG) is issuing a Call for Projects (CFP) for the FY2026-2027 Solid Waste Implementation Grant Program. This CFP will fund a variety of municipal solid waste (MSW) projects for local governments in the NCTCOG 16-county region (**Figure 1**). These projects help advance efforts that support the regional goals and objectives outlined in the [Regional Solid Waste Management Plan \(2022-2042\)](#) (Regional Plan). This program is funded by the Texas Commission on Environmental Quality (TCEQ) through MSW tipping fees collected by the state.

Projects funded through this program must be consistent with the Regional Plan, must promote cooperation between public and private entities, and may not create a competitive advantage over a private industry that provides recycling or solid waste services that are readily available.

**Applicants must comply with these Implementation Grant Application Guidelines in order to be eligible for funding.** Additional information on the Implementation Grants Program can be found here: <https://www.nctcog.org/envir/materials-management/grants>.

NCTCOG anticipates that approximately \$1,300,000 will be available for distribution for local and regional projects for the FY26-27 biennium. However, the source of the funds provided by TCEQ is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code 361.014(d), may be depleted or reduced. As such, **all funding for these projects is subject to sufficient funds in the Municipal Solid Waste Disposal Account and to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this call for projects. In the event funding is not available, NCTCOG has no obligation to provide funding to any projects that may be selected in association with this call for projects.**

## FY2026-2027 Call for Projects Anticipated Timeline

Event	Anticipated Timeline
Solid Waste Grant Showcase	January 15, 2025, from 1 – 2:30 p.m.
RCC Meeting – Approve Call for Projects (CFP) Criteria	March 11, 2025
CFP Opens	Tuesday, April 01, 2025
Grant Application Webinar	April 08, 2025, from 10 – 11 a.m.
Technical Assistance	Open office-hours every Wednesday 4/1/25 – 5/21/25 (or upon request)
CFP Closes	Wednesday, May 21, 2025
Scoring Sessions (Grant Selection) & Private Sector Review	July 2025
RCC Meeting – Approve Project Recommendations	August 19, 2025
NCTCOG Executive Board – Approve Project Recommendations	September 2025
Execute FY26 Interlocal Agreements	October/November 2025
Execute FY27 Interlocal Agreements	September 2026
Deadline for FY26 Project Completion	Friday, October 30, 2026
Deadline for FY27 Project Completion	Friday, April 30, 2027

## Eligible Entities

To be eligible for funding, entities must be located within NCTCOG's 16-county region, (**Figure 1**) which includes the following counties: Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.

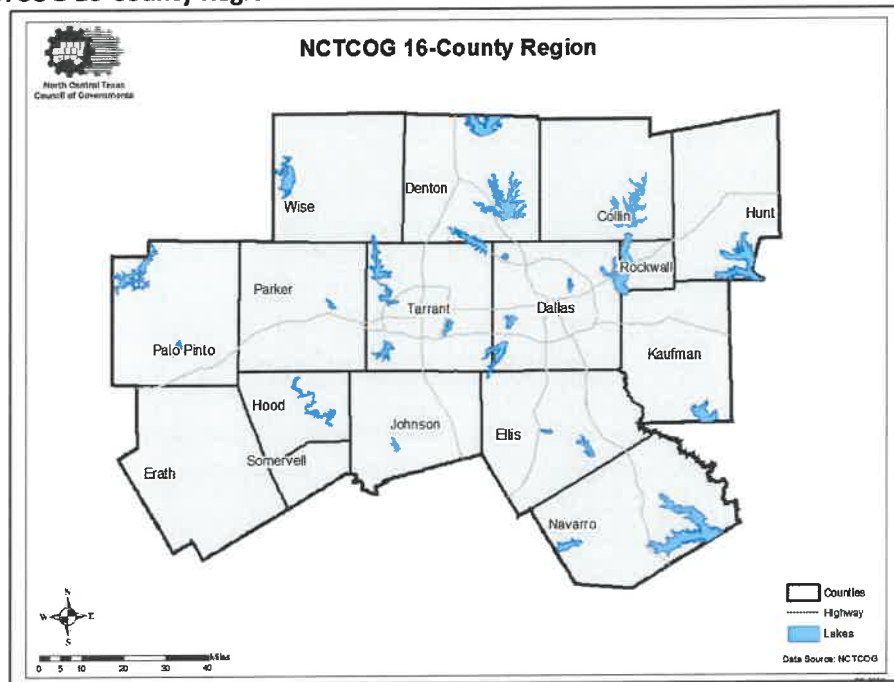
The following entities are eligible to receive funding:

- Cities
- Counties
- Public schools and school districts (excluding Universities or post-secondary education institution)
- General and special law districts created in accordance with state law, and with authority and responsibility for water quality protection or municipal solid waste management, to include river authorities
- Councils of Governments – NCTCOG may propose to conduct a regional project

Private sector and non-profit organizations are not eligible for grant funding; however, they can partner or contract with an eligible entity to provide specific project-funded services and support project activities.

*Please note:* each entity is limited to two applications.

**Figure 1. NCTCOG 16-County Region**



## Eligible Project Types

- **Local Government Project:** An individual application from any eligible entity:
  - Minimum Funding Request: \$15,000
  - Maximum Funding Request: \$200,000
- **Regional Collaborative Project:** An application submitted by a partnership of at least 3 eligible entities:
  - Minimum Funding Request: \$125,000
  - Maximum Funding Request: \$500,000

## Eligible Project Categories

Project categories eligible for funding include:

- Local Enforcement
- Source Reduction and Recycling
- Household Hazardous Waste
- Litter and Illegal Dumping Programs
- Citizens' Collection Stations and "Small" Transfer Stations
- Local Solid Waste Management Plans
- Technical Studies with a regional scope/impact

- Educational and Training Projects

Eligible project categories are listed with example activities, example expenses, and funding limitations in **Appendix 1**. Additionally, applicants will be required to identify at least one regional plan goal and objective that a project intends to address. The Regional Plan goals and objectives can be found in **Appendix 2**.

## Eligible Expense Categories

**NOTE: Each line item must meet or exceed \$500 to be deemed eligible for funding.** All expenses must be itemized with a per unit cost and a total line-item cost. Failure to provide the number of units requested and unit cost may result in your project being deemed ineligible. Applicants are encouraged to submit information on matching and/or in-kind expenses in the application. However, in the event that grant funds are left over at the end of the biennium, in-kind expenses are not eligible for reimbursement (only matching expenses are eligible).

The following categories of expenses may be eligible for funding under this CFP. All expenses must be directly related to implementing the proposed project. A description of how the proposed expenses will support the proposed project will need to be provided in the application.

- **Equipment.** Equipment necessary and appropriate for the proposed project may be authorized. Expenses included under the “Equipment” expense category should be for non-construction related, tangible, and personal property having a unit acquisition cost of **\$5,000** or more (including freight and set up costs) with an estimated useful life of over one year. Any equipment that will be used for other projects or activities, in addition to the funded project, may only be funded at an amount reflecting the appropriate percentage of time that the equipment will be directly used for the funded project. The special conditions and requirements set forth in the grant program (relating to Title to and Management of Equipment and Constructed Facilities) also apply to equipment purchased with pass-through grant funding.
- **Construction.** Appropriate construction costs may be authorized. Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. No construction costs may be incurred by a grant recipient unless the construction details are approved in advance by NCTCOG. Appropriate costs that may be included are:
  - a. The cost of planning the project;
  - b. The cost of materials and labor connected to the construction project;
  - c. The cost of equipment attached to the permanent structure; and
  - d. Any subcontracts, including contracts for services, performed as part of the construction.
- **Contractual Expenses.** Professional services or appropriate tasks provided by a firm or individual not employed by the grant recipient for conducting the funded project may be authorized for

subcontracting by the recipient. No contractual costs should be incurred by a grant recipient unless the subcontract is approved in advance by NCTCOG. ***Applicable laws and regulations concerning bidding and contracting for services must be followed.*** Any amendment to a subcontract which will result in or require substantive changes to any of the tasks required to be performed must be approved in writing by NCTCOG.

- **Other Expenses.** Other expenses, not falling under the main expense categories, may be included if connected with the tasks and activities of the proposed project. Some expenses that may be appropriate include:
  - Postage/delivery
  - Printing/reproduction
  - Advertising/public notices
  - Signs
  - Training
  - Computer Hardware (under \$5,000 and not listed under the “Equipment” category)
  - Computer Software
  - Miscellaneous Other (includes anything not listed anywhere else in the budget)

## Applicable Standards

The administration of projects funded by this program must meet all applicable state and local statutes, rules and regulations, and guidelines. The main governing standards include, but may not be limited to:

- Section 361.014(b) of the Texas Health and Safety Code.
- Title 30 Texas Administrative Code (30 TAC) Chapter 330, Subchapter O, TCEQ Rules.
- 30 TAC Chapter 14, TCEQ Rules.
- The Grant Agreement between NCTCOG and TCEQ.
- The Uniform Grant and Contract Management Act, Texas Government Code, § 783.001 et seq., the Uniform Grant and Contract Standards, 34 TAC §§ 20.456 - 20.467 (although the rules were repealed by the Texas Comptroller of Public Accounts effective March 14, 2021, the rules are applicable by agreement under this grant), and the Texas Grant Management Standards (TXGMS) issued by CPA and formerly by the Texas Office of the Governor.

**Appendix 3** provides further information regarding applicable statutes and regulations.

## Application Requirements

**Identify Applicable Goals and Objectives:** All applicants will be required to identify a minimum of one or more applicable goals and objectives from the [Regional Solid Waste Management Plan \(2022-2042\)](#) (Regional Plan) that the applicant’s project intends to address. The goals and objectives are included in **Appendix 2**.

**Identify Project Category and Type:** Each project will need to identify the project type (Local Government or Regional Collaborative Project) and the project category (one of eight eligible project categories).

**Resolution or Court Order:** Submittal of a resolution or court-order from the governing body of the project lead entity, or applicant, authorizing the application submittal as well as receipt of funding if awarded is required within thirty (30) days of the application close date. Resolutions and court orders must be received by NCTCOG via email to [agilbert@nctcog.org](mailto:agilbert@nctcog.org) no later than June 21, 2025.

**Private Sector Notification:** According to state law (Section 341.014 (b) TX Health and Safety Code), a project or service funded under this program must promote cooperation between public and private entities and the grant-funded project or service may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. In accordance with grant requirements established by the TCEQ, an applicant for funding under one of the listed project categories below must adhere to the notification requirements. For a Regional Collaborative Project, all eligible entities included in the application must adhere to the notification requirements. **Failure to notify private sector service providers will result in immediate disqualification from the grant process.**

#### *Applicable Categories*

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

#### *Applicant Notification Requirements*

Contact in person or in writing the known private service providers of similar services which, at the time of the application development, are providing services within the geographic service area that the project intends to serve, prior to making the application. A list of service providers within the region is available from NCTCOG at [www.timetorecycle.com/locator/recycler\\_list.asp](http://www.timetorecycle.com/locator/recycler_list.asp).

**Letters of Support:** For applicants under the Regional Collaborative Project category, each participating entity is required to submit a letter of support. The letters of support should identify the applicant role, level of participation, and any other support, including financial, that the partner will provide to the lead applicant entity. The lead entity, or the applicant, will only be required to submit a court order or resolution in support of the project.

**Project Timeline:** For each task, describe the major steps or activities involved as concisely as possible, identify the responsible entities, and establish a specific timeline to accomplish each task. The Project Timeline must include:

- detailed purpose and goal of the project (must be consistent with implementing the Regional Plan's goals and objectives);
- specific task statements with responsible entity identified;

- list of deliverables/products/activities under each task; and,
- schedule of deliverables which will begin with the execution of Interlocal Agreement with NCTCOG

**Selection Subcommittee Presentation by Grant Application:** All grant applicants will be required to have a representative available to give a brief presentation and to answer questions at the Grant Subcommittee Meeting. Applicants will be notified of their presentation time after the close of the Call for Projects.

**Required and Strongly Encouraged Supporting Documentation:** Applicants are required submit quotes or other proof of estimated costs for the items they intend to purchase. Quotes must be included in the online application submittal. Additional supporting documentation such as maps, drawings, plans, photos, or other materials are strongly encouraged and also should be included in the grant application submittal. Applicants are strongly encouraged to supply adequate supporting documentation to assist the Grant Subcommittee in evaluating the application.

All applicants will need to consider and include information in the grant application concerning the ability of the applicant to cover ongoing maintenance costs of grant funded equipment, if additional equipment will be needed in order to utilize grant funded items (i.e. if applying for a trailer, is a tractor needed to pull the trailer), and if staff needs to be trained and licensed in order to use equipment (i.e. forklifts, vehicles that require special driver's licenses).

**Risk Assessment Requirements:** NCTCOG policy requires that all grant applicants undergo an applicable risk assessment in order to receive grant funds. After the projects have been selected for award, NCTCOG will reach out to each entity to initiate the risk assessment process, as necessary. Please note that this process will not be necessary if an entity has already completed an up-to-date risk assessment evaluation on file with any NCTCOG department. Information regarding the documentation that will be required, and the evaluation criteria of the assessment is included below:

**Evaluation Criteria:**

- **Qualitative Analysis: Subrecipient Risk & Oversight**
  - In accordance with provisions under the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)<sup>4</sup>, NCTCOG will conduct a risk assessment of all anticipated subrecipients prior to final selection. This assessment includes:
    - Financial/organizational capacity
    - History of performance for federal funds
    - Experience in carrying out federally compliant procurements, and the proposed procurement approach for this project
    - Results of previous audits
    - Past performance on NCTCOG-related grants

- NCTCOG is not obligated to fund a proposal from an applicant that has demonstrated marginal or unsatisfactory performance on previous grants or contracts with NCTCOG and/or other state or federal agencies.
- NCTCOG is not obligated to fund a proposal from an applicant based on a determination of the risks, including the financial condition of the applicant and other risk factors as may be determined by NCTCOG.

NCTCOG may base funding decisions on factors associated with best achieving the purpose of the CFP and is not obligated to select a project for funding. Additionally, NCTCOG may select parts of an application for funding or offer to fund less than the amount requested in an application.

**Procurement Requirements.** The subrecipient's contractual costs must comply with allowable cost requirements. Subrecipients who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies or NCTCOG's procurement guidelines. All subcontracts awarded by the subrecipient shall be in accordance with the (TXGMS) and other applicable procurement laws. The subrecipient shall be responsible for the management and fiscal monitoring of all subcontractors. The subrecipient shall ensure that all subcontractors comply with all provisions required by the interlocal agreement signed between NCTCOG and the subrecipient. NCTCOG reserves the right to perform an independent audit of all subcontractors.

All subrecipients will be required to submit documentation of procurement activities along with a statement of certification to NCTCOG and receive explicit notice to proceed prior to making any purchases that require proper procurement procedures.

## Standard Applications

NCTCOG has created template standard applications to assist entities new to the NCTCOG Solid Waste Implementation Grant Program, those with minimal resources dedicated to grant writing, or those with other barriers to applying for grants. The standard applications meet minimum funding requirements but can be scaled up to meet the needs of the applicants. Applicants that choose to apply utilizing a template standard application must adhere to the above eligibility requirements, standards, and application requirements. The template standard applications are available for download at [www.nctcog.org/solidwastegrants](http://www.nctcog.org/solidwastegrants). Further, NCTCOG can provide technical grant application assistance and can supply previous grant applications for review upon request via email to [agilbert@nctcog.org](mailto:agilbert@nctcog.org).

## Application Process

Applications will be submitted through a web-based application portal available at [www.nctcog.org/solidwastegrants](http://www.nctcog.org/solidwastegrants) or <http://solidwastegrants.nctcog.org>. Applicants will be required to register in the system with a Username and Password. It is recommended that applicants register prior to

the application deadline to ensure they can access the system and avoid delays caused by technical difficulties.

**Applications for the 2026 - 2027 Call for Projects must be received in the web-based application system by 5:00 p.m. CST on May 21, 2025, to be scored. Deadline extensions will not be considered.**

**Each applicant will be required to discuss the anticipated grant application with NCTCOG prior to submittal.** Applicants are encouraged to submit their applications in advance of the submission deadline to allow time to work through any technical difficulties. NCTCOG staff will eagerly provide assistance and information including available funding, applicant and project availability, the evaluation process, application requirements, and more, as requested. Should you have any questions about the FY2026-2027 Call for Projects, *regarding application assistance, questions on previous applications, standard application grants, or more*, please contact Alexa Gilbert at [agilbert@nctcog.org](mailto:agilbert@nctcog.org).

## Application Checklist

All of the items below are required to have occurred or be uploaded into the web-based system and submitted by the submission deadline for an application to be deemed complete and reach the evaluation stage:

- Completed Application Form submitted via <http://solidwastegrants.nctcog.org>
- Private sector notification, if applicable
- Support Letters from participating entities for Regional Collaborative Projects
- Acknowledged Certification and Assurances

Supplemental information which is material to the application will not be accepted after the application deadline. Non-material omissions will not constitute an incomplete application. Quotes or other proof of cost documentation is required and failure to provide sufficient material may result in disqualification.

Signed Resolution or Court Order is required within thirty (30) days of the application close date; must be received by NCTCOG via email to [agilbert@nctcog.org](mailto:agilbert@nctcog.org) no later than June 21, 2025.

**NCTCOG will be performing a preliminary review of all applications and disqualify those not meeting minimum requirements.**

## Evaluation Criteria

All applications will be evaluated based on several criteria. Local Government Projects will be evaluated for a total of 125 points for each project, consisting of 110 base points and a possibility of up to 15 bonus points. Regional Collaborative Projects will be evaluated for a total of 135 possible points for each project, consisting of 110 base points and a possibility of up to 25 bonus points. The scoring criteria is included in **Appendix 4.**

## Private Industry Considerations

NCTCOG maintains a contact list of private service providers in North Central Texas. These private entities are invited to submit comments and attend public meetings to discuss their concerns and issues. The list of providers is made available to all project applicants.

The following process will be followed in order to alleviate private industry concerns with TCEQ funded projects:

### 1. During the Call for Projects:

- NCTCOG will inform all known private service providers of the following:
  1. Availability of project funds;
  2. Timeframe allowed for eligible organizations that submit applications to NCTCOG;
  3. Date of the scoring meeting at which those applications are to be reviewed and approved by NCTCOG's solid waste advisory committee, the Resource Conservation Council (RCC).
- Project applicants must contact in person or in writing the known private service providers of similar services which, at the time of the application development, are providing services within the geographic service area that the project intends to serve, prior to submitting the application. A list of service providers within the region is available from NCTCOG at [www.timetorecycle.com/locator/recycler\\_list.asp](http://www.timetorecycle.com/locator/recycler_list.asp). The grant applicant must provide complete documentation that service providers were notified of the project prior to submission of the application and submit written comments provided by any private service provider.

### 2. Once the Project Applications are Received:

- NCTCOG staff will review applications to verify that they meet all required procedures, including the information regarding the notification of the private service providers.
- A list of all applications will be posted online at <https://www.nctcog.org/envir/materials-management/grants> outlining the project applicant and the title of the project.
- NCTCOG will inform these private service providers that they may obtain a full copy of an application with which they have concerns.

### 3. Protested Applications:

- All private service providers' comments will be submitted to the RCC's Grant Subcommittee for consideration during project selection.
- The RCC and subsequently, the NCTCOG Executive Board, will approve or reject the recommended projects. Private service providers are allowed to make oral comments regarding concerns related to a project(s) at the NCTCOG Executive Board meeting.
- NCTCOG shall then notify the private sector provider, in writing, of the determination and inform them that they have ten (10) days to appeal the determination on any of the following grounds:

1. The project does not promote cooperation between public and private entities;
  2. The service is readily available in the proposed project service area; and/or,
  3. The project creates a competitive advantage over that private service provider in the provision of recycling or solid waste services.
- The TCEQ makes the final determination of the appeal and the eligibility of projects.

## Grant Administration, Reimbursement of Expenses, and Reporting Requirements

### Grant Administration

Entities selected to receive grant funding will be required to execute an interlocal agreement with NCTCOG in order to receive grant funding. Projects must be completed within the scope of work, timeframe, and funding limitations specified by the interlocal agreement. A Notice to Proceed will be provided to awarded applicants. **Under no circumstances will reimbursement be made for costs incurred prior to the date of the Notice to Proceed.** An example of the interlocal agreement can be found in **Appendix 5.**

### Reimbursement of Expenses

Grant funding will be made on a reimbursement basis for eligible expenses incurred and paid by the grant recipient. A cost may not be considered incurred until the grant-funded item has been paid for by the grant recipient. Requests for reimbursement shall include documentation to show all grant funded expenses and eligible expenses have been paid by the grant recipient. Grant recipients must submit a Request for Reimbursement, at least quarterly, but not more frequently than once a month, for reimbursement of actual allowable costs. If no funds were spent within a quarterly period, grant recipients are required to submit an explanation for why no funds have been spent and when they are expected to be spent. **A Final Report and Final Reimbursement Request will be due to NCTCOG at the end of the grant.**

### Reporting Requirements

Grant recipients are obligated to fulfill agreement requirements including, but not limited to, completing the quarterly grant summary and results reports.

- Quarterly Progress Reports: All recipients must submit reports detailing progress toward project completion on a quarterly basis until final reimbursement is issued. A template will be provided by NCTCOG.
- TCEQ Results Report: Grant recipients will submit cumulative results from the start of the project to August 31, 2027. A template will be provided by NCTCOG.
- TCEQ Results Report (aka: Year Later Report): Grant recipients will be required to submit a report documenting results from September 1, 2027, to August 31, 2028. A template will be provided by NCTCOG.

Grant recipients agree to provide data related to the results of the project to NCTCOG and/or TCEQ. The grant recipient will also commit to monitoring the results of the project beyond the project funding term, and periodically provide NCTCOG and/or TCEQ with additional reports on the status of the project. Grant recipients also agree to allow NCTCOG and/or TCEQ staff to perform on-site visits to monitor progress of projects and document purchases, as needed.

## Applicant Appeals

NCTCOG may base funding decisions on factors associated with best achieving the purpose of the CFP and is not obligated to select a project for funding. Additionally, NCTCOG may select parts of an application for funding or offer to fund less than the amount requested in an application.

Applicants may appeal the funding recommendations to the RCC after the results of the scoring process have been announced. All appeals must be based on a **specific, identified error** of the Grant Scoring Subcommittee and not on factors that allow discretion by the Grant Scoring Subcommittee members.

Applicants must submit the appeal to NCTCOG no later than **5:00 p.m., August 31, 2025**. Notification must be in writing via email. The written notification must include a justification of the grounds for the appeal.

The RCC will meet to hear appeals if needed. If any appeals are upheld, NCTCOG will send out a notice with the revised project rankings, funding amount recommendations, and comments.

## Appendix 1: Eligible Projects and Expenses with Examples

Eligible project categories are listed with example activities, example expenses, and funding limitations below. This is not an exhaustive list of all possible items.

1. **Local Enforcement:** Projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes.
  - **Funded activities may include:** Investigating illegal dumping problems; Enforcing laws and regulations; Establishing a program to monitor collection and transport of municipal liquid wastes; Public Education on illegal dumping laws and regulations.
  - **Example Expenses:** Equipment (vehicles, communications, surveillance); Protective gear and supplies; Educational materials.
  - **Funded activities may not include:**
    - Funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: 1) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or 2) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
    - 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 MSW.
    - Funds may not be used for purchase of weapons, ammunitions, and/or hazardous materials gear.
    - Funds may not be used to purchase cameras that function as license plate readers.
2. **Source Reduction and Recycling:** Projects that provide a direct and measurable effect on reducing the amount of MSW going into landfills by diverting various materials from the MSW stream for reuse or recycling, 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; Education and promotional activities to increase source reduction and recycling.
  - Any program or project funded under this category with the intent of demonstrating the use of products made from recycled/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.

- Example Expenses: Facility design and construction; Equipment (chippers, balers, crushers, recycling and composting containers, trailers, forklifts, and trucks); Educational materials; Printing and advertising expenses.
  - Funded activities may not include:
    - Big Belly Solar Trash Cans/Recycle Bins
3. **Household Hazardous Waste (HHW)**: Projects that provide a means for the collection, recycling, reuse, and/or proper disposal of HHW including household chemicals, electronic wastes, batteries, and other materials. All HHW collection, recycling, and/or disposal activities must be coordinated with TCEQ and all applicable laws, regulations, guidelines, and reporting requirements must be followed.
- Funded activities may include: Collection events; Consolidation and transportation costs associated with collection activities; Recycling or reuse of materials; Proper disposal of materials; Permanent collection facilities; Education and public awareness programs; and Support county cleanup events.
  - Example Expenses: Equipment (recycling containers, trailers, forklifts, and crushers); Design and construction of permanent collection facilities; Protective gear; Contractual services for special collection events; Education materials; Printing and advertising expenses; Appreciation items for volunteers (t-shirts, caps, etc.).
  - Funded activities may not include:
    - Household Hazardous Waste Disposal Vouchers
4. **Litter and Illegal Dumping Cleanups**: Projects that support the ongoing or periodic cleanup of litter and illegal dumping of MSW.
- Funded activities may include: Waste removal (disposal or recycling of removed materials, lake and waterway cleanup, fencing and barriers, and signage), placement of trash collection receptacles in public areas, periodic community collection events, provision of facilities for collection of residential waste materials for which there is no readily available collection alternative.
  - Example Expenses: Equipment (e.g. vehicles and trailers); Subcontract expenses; Protective gear and supplies; Fencing, barriers; Signage; Educational materials; Appreciation items for volunteers (t-shirts, caps, etc.).
  - Funding activities may not include:
    - One-day clean-up events
    - Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or the NCTCOG. Funds may not be provided directly to a private landowner or other privately responsible party for cleanup expenses.
    - The local government sponsor or the NCTCOG must either contract for and oversee the cleanup work or conduct the work with its own employees and equipment.
    - Big Belly Solar Trash Cans/Recycle Bins

5. **Citizen Collection Stations and “Small” Transfer Stations:** Projects to construct and equip citizen collection stations, as defined by 30 TAC 330.3.
  - **Example Expenses:** Facility design and construction; Equipment (dumpsters/roll-off containers); Trailers; Compactors; Crushers; Scales and recycling containers; Protective gear; Educational materials; Printing and advertising expenses.
  - **Funding Limitations:**
    - The costs associated with operating a transfer station once construction is completed may not be funded.
6. **Local Solid Waste Management Plans:** Projects to develop or amend local and sub-regional solid waste management plans, in accordance with Subchapter D, Chapter 363, Texas Health and Safety Code, and 30 TAC Chapter 330, Subchapter O, TCEQ Regulations.
  - **Example Expenses:** Consultant services, printing, and advertisement expenses.
  - **Funding limitations:**
    - All funded local solid waste management plans must be consistent with the Regional Plan, and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by TCEQ.
7. **Technical Studies:** Projects that result in a technical study report which assists in making MSW management decisions.
  - **Funded activities may include:** Collection of data, analysis of issues and needs, cost-benefit analyses, feasibility analysis, technology awareness, evaluation of alternative solutions, public input (as appropriate), recommended actions, plans, or other report documentation.
  - **Example Expenses:** Consultant services; Printing and advertising expenses.
  - **Funding Limitations:**
    - All technical studies funded must be consistent with the Regional Plan and prepared in accordance with the Administrative Procedures provided by TCEQ.
8. **Educational and Training Projects:** Projects to fund information-exchange, training, workshops, education campaigns, or other educational activities related to MSW management topics.
  - **Example Expenses:** Educational materials; Printing and advertising expenses; Contractual services.
  - **Funding Limitations:**
    - Funding may not be used for certification training such as the LEED Green Building Rating System.

Funds applied to a broader education program may only be used for those portions pertaining to municipal solid waste.

## Appendix 2: Regional Plan Goals and Objectives

Applicants will be required to identify at least one regional plan goal and objective that a project intends to address.

### **Regional Plan Goals:**

- 1) Support Materials Management Education and Training
- 2) Promote Creation and Expansion of Waste Management Programs
- 3) Measure Regional Waste Reduction Efforts
- 4) Support and Encourage Innovative Technologies for Other Waste
- 5) Promote Public and Private Sector Partnerships

### **Regional Goal: Support Materials Management Education and Training**

- Objective: Support outreach and education programs to facilitate long-term increases in source reduction, reuse, and recycling
- Objective: Educate the public about proper waste management opportunities and alternatives to reduce illegal dumping
- Objective: Educate the public about proper management and alternative options for Household Hazardous Waste (HHW)

### **Regional Goal: Promote Creation and Expansion of Materials Management Programs**

- Objective: Encourage establishment, maintenance, and expansion of government; single and multi-family residential, and commercial waste source reduction; reuse, and recycling programs
- Objective: Expand reuse and recycling of construction and demolition materials
- Objective: Expand reuse and recycling of organic materials
- Objective: Expand existing collection and management alternatives for other wastes and establish and expand new product markets
- Objective: Facilitate the development and implementation of integrated solid waste management plans
- Objective: Promote integrated waste management practices and provide ample, convenient collection and disposal options in rural and underserved areas

### **Regional Goal: Measure Regional Waste Reduction Efforts**

- Objective: Encourage survey and evaluation techniques to establish baseline and effectively track waste reduction
- Objective: Encourage the maintenance of disposal and processing capacity to meet the needs of the region

### **Regional Goal: Support and Encourage Innovative Technologies for Other Waste**

- Objective: Encourage innovative technologies to reduce, manage, and process emerging waste streams

**Regional Goal: Promote Public and Private Sector Partnerships**

- Objective: Increase coordination between cities and counties' organizational entities to address solid waste needs
- Objective: Increase coordination between cities and counties' organizational entities to reduce illegal dumping
- Objective: Assure that applicants for state permits demonstrate compliance with the adopted regional solid waste plan
- Objective: Maintain and update the Closed and Abandoned Landfill inventory

## Appendix 3. Applicable 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 CFP.

1. **Texas Grant Management Standards.** The provisions of the Texas Grant Management Standards (TXGMS) issued by the Office of the Governor 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.** Pass-through 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 non-residential 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.

1. **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 NCTCOG will request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.
2. **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 received before that project can be selected for funding.
3. **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.
4. **Supplanting Existing Funds.** Funds may not be used to supplant existing funds. 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.
5. **Food/Entertainment Expenses.** Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions.
6. **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.
7. **State Contracts.** Funds may not be provided through a pass-through grant or subcontract to any public or private entity that is barred from participating in state contracts by the Texas Building and Procurement Commission, under the provisions of §2155.077, Government Code, and 1 TAC §113.02, GSC Regulations.
8. **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.

9. **Consistency with Regional Plan.** A project or service funded under this program must be consistent with NCTCOG's Regional Plan and must be intended to implement the goals and objectives established in the Regional Plan.
10. **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.
11. **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 humans.
12. **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.

The source of the funds provided by TCEQ is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code 361.014(d), may be depleted or reduced. As such, **all funding for these projects is subject to sufficient funds in the Municipal Solid Waste Disposal Account and to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this call for projects. In the event funding is not available, NCTCOG has no obligation to provide funding to any projects that may be selected in association with this call for projects.** The Applicable Funding Standards listed above may also be adjusted by NCTCOG and TCEQ following the determination of the availability of funds appropriated by the Texas Legislature and contractual agreements between NCTCOG and TCEQ.

## Appendix 4: Grant Scoring Criteria

**Local Government Project.** 115 points total. 100 points + 15 possible bonus points.

Local Government Projects Scoresheet

NAME		NAME
<p>Scoring Instructions: Please use the below questions to objectively rate the grant application. Each question can be rated from 0 to the maximum available points listed, with the maximum amount of points indicating that the applicant completely fulfilled the question's requirements. Additionally, scorers are strongly encouraged to provide comments, especially if the score given is less than half of the available points. Short notes or a word or two that will jog your memory are sufficient; however, stick to facts and issues. For example, comments might include: "realistic 6-month schedule, very achievable." Comments allow for the best defense of an award recommendation in the event of an award protest or if the applicant has questions. Additionally, please do not discuss applications with other scorers. Each scorer should review and score independently. Scorers will have the opportunity to discuss their scores, pose questions to the applicant, and make adjustments to their scores as necessary during the scoring sessions.</p>		
<b>Scoring Sheet - Local Government Project</b>		<b>Available Points</b>
<b>Budget, 20 points</b>		<b>Score</b>
Is the budget completed correctly? (i.e. correct categories for items, designate requested FY, no items under the \$500 line item minimum, etc.)	4 points	4
Are the expenses itemized with an appropriate unit cost?	4 points	4
Do the requested budget items and amount seem appropriate for the intended project?	4 points	4
Is the supplemental documentation included sufficient in order to be awarded grant funds?	4 points	4
Did the applicant compare the cost of items to established averages or to normal costs for similar projects?	4 points	4
<b>Subtotal</b>		<b>20</b>
<b>Timeline, 10 points</b>		
Did the applicant adequately describe the major steps or activities involved in the project?	2 points	2
Did the applicant identify the responsible party for completing each task?	2 points	2
Did the applicant establish a realistic timeline for the project?	2 points	2
Is the timeline organized?	2 points	2
Is the timeline consistent with the rest of the application? Is each step or task described in terms of its effect on the total project budget?	2 points	2
<b>Subtotal</b>		<b>10</b>
<b>Project Narrative, 60 points + 10 bonus points</b>		
<b>Narrative, 5 points</b>		
Is the project narrative free of grammar/spelling/other mistakes?	2 points	2
Is the project narrative consistent with the rest of the application?	3 points	3
<b>Demonstrated Funding Need, 20 points</b>		
Did the applicant clearly identify their funding need?	6 points	6
Does the project narrative clearly explain the project, including the scope and overall goal or objective?	6 points	6
Does the applicant clearly identify how the purchases will improve materials management in/at their entity?	6 points	6
Did the applicant provide any local match or in-kind commitment?	2 points	2
<b>Project Impacts and Benefits, 20 points</b>		
Does the applicant clearly identify the benefits of the grant?	3 points	3
Does the applicant clearly define any partnerships or collaborations? (public-public, public-private partnerships, etc.)	2 points	2
Does the applicant identify how the project will be sustained beyond the term of the grant? (i.e. will they be able to cover the cost to maintain equipment, etc.)	10 points	10
Does the applicant adequately describe how they will be measuring progress and benefits? (i.e. tons of waste diverted from the landfill, amount of participants/volunteers, etc.)	2 points	2
Does the applicant identify any specific waste stream issues?	2 points	2
Does the applicant clearly define the estimated number of people who would be served or benefited by the project? Is the geographic area affected by the project clearly described?	1 point	1
<b>Regional Advancement of Materials Management, 15 points + 10 bonus points</b>		
Will the project advance the applicant's materials management program and/or materials management in the region?	3 points	3
Does the applicant demonstrate additional environmental quality of life benefits (i.e. air quality, water quality, or social responsibility benefits)? Will this project have an impact on the quality of life for residents?	3 points	3
Will this project incorporate new technologies, infrastructure, or other new benefits not previously offered by the applicant?	3 points	3
Can this project be emulated or scaled to other entities?	3 points	3
Is the project a demonstration or pilot project that establishes or advances the applicant's materials management program?	2 points	2
Has the applicant demonstrated a commitment to preferred solid waste management practices? (i.e. implementing other solid waste management projects, being involved with solid waste groups (ex. KTB, TxSWANA, STAR), development of local solid waste management plans and/or priorities, etc.)	1 points	1
Does this project exemplify <u>substantial</u> impacts and benefits to advance materials management initiatives? Does this applicant have a <u>considerable</u> need for this grant?	<b>BONUS: 10 points</b>	10
<b>Subtotal</b>		<b>70</b>
<b>NCTCOG Staff Checklist, 20 points + 5 bonus points</b>		
Did the applicant complete all portions of the application, including providing supplemental documentation?	5 points	5

Local Government Projects Scoresheet

Does the proposed project conform to eligible standards, eligible recipient standards, and allowable expenses and funding standards, as established by TCEQ and NCTCOG and under all applicable laws and regulations?	5 points	5	
Did the applicant make an effort to meet with and discuss their application with NCTCOG staff?	10 points	10	
Has the applicant demonstrated the ability to complete previous grants effectively (i.e. submitting reports on time, submitting accurate reports and requests for reimbursement, communicating effectively with NCTCOG staff as needed, etc.)?	<b>Great Grant History</b> - bonus up to 5 points <b>No grant history</b> (has not been awarded a SW Grant from NCTCOG) - 5 points <b>Poor Grant History</b> - deduction up to 5 points	5	
<b>Subtotal</b>		<b>25</b>	
	<b>TOTAL SCORE:</b>	<b>125</b>	
Additional Scorer Comments:			

**Regional Collaborative Projects.** 125 points total. 100 points + 25 possible bonus points.

Regional Collaborative Project Scoresheet

Scoring Instructions: Please use the below questions to objectively rate the grant application. Each question can be rated from 0 to the maximum available points listed, with the maximum amount of points indicating that the applicant completely fulfilled the question's requirements. Additionally, scorers are strongly encouraged to provide comments, especially if the score given is less than half of the available points. Short notes or a word or two that will jog your memory are sufficient; however, stick to facts and issues. For example, comments might include: "realistic 6-month schedule, very achievable." Comments allow for the best defense of an award recommendation in the event of an award protest or if the applicant has questions. Additionally, please do not discuss applications with other scorers. Each scorer should review and score independently. Scorers will have the opportunity to discuss their scores, pose questions to the applicant, and make adjustments to their scores as necessary during the scoring sessions.			
Scoring Sheet - Regional Collaborative Project	Available Points	Score	Scorer Comments
<b>Budget, 20 points</b>			
Is the budget completed correctly? (i.e. correct categories for items, designate requested FY, no items under the \$500 line item minimum, etc.)	4 points	4	
Are the expenses itemized with an appropriate unit cost?	4 points	4	
Do the requested budget items and amount seem appropriate for the intended project?	4 points	4	
Is the supplemental documentation included sufficient in order to be awarded grant funds?	4 points	4	
Did the applicant compare the cost of items to established averages or to normal costs for similar projects?	4 points	4	
<b>Subtotal</b>		<b>20</b>	
<b>Timeline, 10 points</b>			
Did the applicant adequately describe the major steps or activities involved in the project?	2 points	2	
Did the applicant identify the responsible party for completing each task?	2 points	2	
Did the applicant establish a realistic timeline for the project?	2 points	2	
Is the timeline organized?	2 points	2	
Is the timeline consistent with the rest of the application? Is each step or task described in terms of its effect on the total project budget?	2 points	2	
<b>Subtotal</b>		<b>10</b>	
<b>Project Narrative, 50 points + 10 bonus points</b>			
<b>Narrative, 5 points</b>			
Is the project narrative free of grammar/spelling/other mistakes?	2 points	2	
Is the project narrative consistent with the rest of the application?	3 points	3	
<b>Demonstrated Funding Need, 15 points</b>			
Did the applicant clearly identify their funding need?	6 points	6	
Does the project narrative clearly explain the project, including the scope and overall goal or objective?	6 points	6	
Does the applicant clearly identify how the purchases will improve materials management in/at their entity?	6 points	6	
Did the applicant provide any local match or in-kind commitment?	2 points	2	
<b>Project Impacts and Benefits, 20 points</b>			
Does the applicant clearly identify the benefits of the grant?	3 points	3	
Does the applicant clearly define any partnerships or collaborations? (public-public, public-private partnerships, etc.)	2 points	2	
Does the applicant identify how the project will be sustained beyond the term of the grant? (i.e. will they be able to cover the cost to maintain equipment, etc.)	10 points	10	
Does the applicant adequately describe how they will be measuring progress and benefits? (i.e. tons of waste diverted from the landfill, amount of participants/volunteers, etc.)	2 points	2	
Does the applicant identify any specific waste stream issues?	2 points	2	
Does the applicant clearly define the estimated number of people who would be served or benefited by the project? Is the geographic area affected by the project clearly described?	1 point	1	
<b>Regional Advancement of Materials Management, 15 points + 10 bonus points</b>			
Will the project advance the applicant's materials management program and/or materials management in the region?	3 points	3	
Does the applicant demonstrate any additional environmental quality of life benefits (i.e. air quality, water quality, or social responsibility benefits)? Will this project have an impact on the quality of life for residents?	3 points	3	
Does the applicant describe the potential to incorporate new technologies, infrastructure, or other new benefits not previously offered by the applicant?	3 points	3	
Can this project be emulated or scaled to other entities?	3 points	3	
Is the project a demonstration or pilot project that establishes or advances the applicant's materials management program?	2 points	2	
Has the applicant demonstrated a commitment to preferred solid waste management practices (i.e. implementing other solid waste management projects, being involved with solid waste groups (ex. KTB, TxSWANA, STAR), development of local solid waste management plans and/or priorities, etc.)?	1 point	1	
Does this project exemplify <u>substantial</u> impacts and benefits to advance materials management initiatives? Does this applicant have a <u>considerable</u> need for this grant?	<b>BONUS: 10 points</b>	10	
<b>Subtotal</b>		<b>70</b>	
<b>Partnerships and Regional Impacts, 10 points</b>			
Does the applicant clearly identify their partners?	3 points	3	
Does the applicant define the role of each of the partners?	3 points	3	
Does the applicant demonstrate the regional impacts of the project?	3 points	3	

## Regional Collaborative Project Scoresheet

Does the application include all supplemental support letters or other documentation required to be considered a Regional Collaborative Project?	1 point	1	
<b>Subtotal</b>		<b>10</b>	
<b>NCTCOG Staff Checklist, 20 points + 5 bonus points</b>			
Did the applicant complete all portions of the application, including providing supplemental documentation?	5 points	5	
Does the proposed project conform to eligible standards, eligible recipient standards, and allowable expenses and funding standards, as established by TCEQ and NCTCOG and under all applicable laws and regulations?	5 points	5	
Did the applicant make an effort to meet with and discuss their application with NCTCOG staff?	10 points	10	
<i>Has the applicant demonstrated the ability to complete previous grants effectively (i.e. submitting reports on time, submitting accurate reports and requests for reimbursement, communicating effectively with NCTCOG staff as needed, etc.)?</i>	<b>Great Grant History</b> - bonus up to 5 points <b>No grant history</b> (has not been awarded a SW Grant from NCTCOG) - 5 points <b>Poor Grant History</b> - deduction up to 5 points	5	
<b>Subtotal</b>		<b>25</b>	
<b>TOTAL SCORE:</b>		<b>135</b>	
<b>Additional Scorer Comments:</b>			

## Appendix 5: Example of Interlocal Agreement Terms

**Interlocal Agreement  
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS and  
CITY NAME**

**1. AGREEMENT PARTIES**

This Interlocal Agreement ("Agreement") is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement. This Agreement, including all Attachments, represents the entire Agreement between the parties.

Funding Agency: North Central Texas Council of Governments  
Herein referred to as: NCTCOG

Subrecipient: City Name  
Herein referred to as: SUBRECIPIENT

**2. PURPOSE**

The purpose of this Agreement is to define the scope of services for this solid waste implementation project and to ensure the project meets the provisions of §361.014(b) of the Texas Health and Safety Code and the regional solid waste management plan goals and objectives.

**3. SERVICES**

For the Project Title, the SUBRECIPIENT shall complete all work as specified in this Agreement and all Attachments. The following are attached and incorporated into this Agreement:

- Attachment A – Scope of Work
- Attachment B – Project Budget and Detailed Cost Sheets
- Attachment C – Supplemental Funding Standards
- Attachment D – Funding Agency Requirements for Implementation Projects
- Attachment E – Reporting Forms and Deadlines

The SUBRECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the SUBRECIPIENT under this Agreement.

The SUBRECIPIENT shall perform such services as may be necessary to accomplish the work required under this Agreement, in accordance with the funding agency and contractual requirements and any and all applicable law. NCTCOG may require the SUBRECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the SUBRECIPIENT to ensure that such reports and services fulfill the purposes of this Agreement. The SUBRECIPIENT shall make the required corrections or revisions without additional cost to NCTCOG.

Neither NCTCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and the SUBRECIPIENT shall be, and remain liable in accordance with applicable law for all damages to NCTCOG, including reasonable attorney's fees and court costs caused by the SUBRECIPIENT'S negligent performance of any of the services furnished under this Agreement.

The obligations of the SUBRECIPIENT under this Article are in addition to the SUBRECIPIENT'S other express or implied assurances under this Agreement or applicable law.

#### 4. TERM OF AGREEMENT

This Agreement is effective on the date signed by the last party and shall terminate on August 31, 2025, unless terminated earlier as provided herein.

#### 5. AVAILABILITY OF FUNDS

The source of the funds provided by the Texas Commission on Environmental Quality (TCEQ) is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code 361.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account.

This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suite or obligation, as applicable. In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and SUBRECIPIENT has no further duty to perform under terms of this Agreement, and the agreement is terminated.

#### 6. REIMBURSEMENTS AND PAYMENTS

The funding amount under this Agreement shall not exceed \$00000.00 as detailed in Attachment B. All payments for necessary and reasonable actual allowable costs incurred during the term of the Agreement shall be on a reimbursement basis and comply with Attachment C and D. The following provisions apply to NCTCOG reimbursement of expenses:

- NCTCOG is not liable for expenses made in violation of Attachment C and D.
- NCTCOG is not liable to the SUBRECIPIENT for costs paid or performance rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.
- All costs must be incurred and paid by SUBRECIPIENT and billed to NCTCOG by October 31, 2026 in order to be eligible for reimbursement. NCTCOG is not liable for any costs paid by SUBRECIPIENT in the performance of this Agreement that have not been billed to NCTCOG by October 31, 2026.

The SUBRECIPIENT must submit a Request for Reimbursement Form at least quarterly but not more frequently than once a month. If no reimbursement is requested, the SUBRECIPIENT should submit to NCTCOG, in writing, an explanation regarding why a reimbursement form is not being submitted. Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Agreement, stated guidelines, and applicable rules and regulations. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Agreement shall be the basis for termination of the Agreement and/or the revocation of any unexpended or inappropriately expended funds.

NCTCOG will review all materials and will not make a reimbursement payment unless all required items, including any past due progress reports or other forms, have been provided and are deemed to be accurate. NCTCOG will not reimburse or otherwise make payment for expenditures that are not authorized under this Agreement. If NCTCOG determines that an expenditure that was reimbursed is not an authorized expense, NCTCOG will request return and reimbursement of those funds from the SUBRECIPIENT or, where appropriate, the application of those funds to other authorized expense, and shall not provide any additional reimbursements to the SUBRECIPIENT until the funds are returned or are applied to other authorized expenses.

## 7. TERMINATION

**Termination for Cause.** NCTCOG may, upon providing 10 days' written notice and the opportunity to cure to the SUBRECIPIENT, terminate this Agreement for cause if SUBRECIPIENT materially fails to comply with the Agreement including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice NCTCOG's other remedies authorized by this Agreement or by law.

**Termination for Convenience.** NCTCOG may, upon providing 10 days' written notice to the SUBRECIPIENT, terminate this Agreement for convenience. Termination shall not prejudice any other right or remedy of NCTCOG or the SUBRECIPIENT. SUBRECIPIENT may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination as mutually agreed. SUBRECIPIENT shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

If, after termination for cause by NCTCOG, it is determined that the SUBRECIPIENT had not materially failed to comply with the Agreement, the termination shall be deemed to have been for the convenience of NCTCOG.

Upon receipt of a termination notice the SUBRECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the SUBRECIPIENT in performing this Agreement, whether completed or in progress.

## 8. NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

**Representatives.** The individual(s) named below are the representatives of NCTCOG and the SUBRECIPIENT. They are authorized to give and receive communications and direction on behalf of NCTCOG and the SUBRECIPIENT as indicated below. All communications including official Agreement notices must be addressed to the appropriate representative or his or her designee.

**Changes in Representatives.** Either party may change its representative by unilateral amendment.

The NCTCOG Project Representative shall not be deemed to have authority to bind NCTCOG in Agreement unless NCTCOG's Executive Director has delegated that person to have such authority. The designated NCTCOG representative will provide direction to the SUBRECIPIENT on contractual and technical matters.

### Project Representative:

Alexa Gilbert, Environment & Development  
Planner  
North Central Texas Council of Governments  
Environment and Development Department  
P. O. Box 5888  
Arlington, Texas 76005-5888  
TEL: (817) 608-2334 FAX: (817) 695-9191  
Email: agilbert@nctcog.org

### Alternate Contact to Project Representative:

Hannah Ordonez, Environment & Development  
Senior Planner  
North Central Texas Council of Governments  
Environment and Development Department  
P. O. Box 5888  
Arlington, Texas 76005-5888  
TEL (817) 695-9215 FAX (817) 695-9191  
Email: hordonez@nctcog.org

The SUBRECIPIENT hereby designates the individual(s) named below as the authorized personnel to receive direction from NCTCOG, to manage the work being performed, and to act on behalf of the SUBRECIPIENT as the Project Representative in contractual and technical matters:

Project Representative:

Name, Title

Address

City, Texas Zip

TEL : FAX:

Email:

Alternate Contact to Project Representative:

Name, Title

Address

City, Texas Zip

TEL: FAX:

Email:

**Electronic Signatures.** Electronic signatures may be used for budget amendments, reports, and correspondence provided the owner of the electronic signature approves the use of their signature for that purpose.

**Records Location.** The SUBRECIPIENT designates the following (physical) location for record access and review pursuant to any applicable provision of this Agreement.

Name of Entity

Address

City, Texas ZIP

## 9. COMPLIANCE WITH APPLICABLE LAWS

The activities funded under this Agreement, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, permits, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- Chapters 361, 363, and 364 of the Texas Health and Safety Code
- Title 30 TAC Chapter 330, Subchapter O, TCEQ Rules
- Title 30 TAC Chapter 14, TCEQ Rules
- The Uniform Grant and Contract Management Act, Texas Government Code, §§ 783.001 et seq., the Uniform Grant and Contract Standards, 34 TAC §§ 20.456 - 20.467 (although the rules were repealed by the Texas Comptroller of Public Accounts (CPA) effective March 14, 2021, the rules are applicable by agreement under this grant), and the Uniform Grant Management Standards (UGMS) issued by CPA and formerly by the Texas Office of the Governor.
- General Appropriations Act, 84<sup>th</sup> Regular Legislative session
- Pursuant to Chapter 391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

## 10. AGREEMENT AMENDMENTS

**Agreement Changes/Adjustments.** NCTCOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary. The document may be changed or adjusted by written amendment and mutual agreement of both parties for Agreement changes. Agreement changes such as changes to project representative contacts, can be documented via electronic communications and agreement by both parties. Agreement changes such as: 1) an increase or decrease in the amount of compensation to the SUBRECIPIENT; 2) an extension or shortening of the term of the Agreement, 3) a significant change, as deemed by NCTCOG, in the scope of the Agreement or the services to be performed; or, 4) any action that is beyond the authority of NCTCOG's Executive Director, would require a written amendment to the Agreement signed by both parties.

**Budget Amendments.** The SUBRECIPIENT must receive written consent of the NCTCOG representative for any budget changes. Any budget change that increases the total cost in Attachment B, and not to exceed payment amount in Article 6, requires an amendment to this Agreement.

**Extension of Agreement.** An extension or shortening of the term of the Agreement must be requested by the SUBRECIPIENT in writing no later than July 16, 2025. NCTCOG in its sole discretion will determine whether or not an extension or shortening of the term of the Agreement will be granted.

#### **11. PROGRESS REPORTING REQUIREMENTS**

The SUBRECIPIENT shall prepare and submit to NCTCOG quarterly progress, summary, and results reports in accordance with Attachment E. For any changes to the reporting due dates, the SUBRECIPIENT must obtain written prior approval for an extension from NCTCOG. All required reports must be submitted electronically to NCTCOG. Based on the quarterly progress reports submitted by the SUBRECIPIENT, an in-person meeting or conference call may be required at NCTCOG's discretion in order to advance the project if certain milestones are not being met.

#### **12. SUBRECIPIENT MONITORING**

NCTCOG reserves the right to conduct onsite reviews, require additional documentation, require additional training and/or impose other specific conditions to address or minimize potential risk related to this Agreement, and in accordance with underlying grant requirements.

#### **13. ADDITIONAL GENERAL TERMS AND CONDITIONS**

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

**UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Agreement, including the criteria for Allowable Costs. Additional federal requirements apply if this Agreement is funded, in whole or in part, with federal funds.

**No Interest for Delayed Payment.** Because the SUBRECIPIENT is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

**Audit of Funds.** The SUBRECIPIENT understands that acceptance of funds under this Agreement acts as acceptance of the authority of the NCTCOG, or any successor agency, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT further agrees to fully cooperate with NCTCOG or its successor in the conduct of the audit or investigation, including providing all records requested. SUBRECIPIENT shall ensure that this clause concerning the audit of funds accepted under this Agreement is included in any subcontract it awards.

**Financial Records.** SUBRECIPIENT shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request SUBRECIPIENT shall submit records in support of reimbursement requests. SUBRECIPIENT shall allow access during business hours to its financial records by NCTCOG and state agencies for the purpose of inspection and audit. Financial records regarding this Agreement shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

If requested by NCTCOG, the SUBRECIPIENT agrees to provide NCTCOG the additional expense records and documentation materials, appropriate for the expense, for the time period requested. NCTCOG will provide reasonable time for SUBRECIPIENT to comply with the request for additional documentation and will allow reasonable time for SUBRECIPIENT to respond to findings of noncompliance or other issues.

**Responsibility for the Scope of Work.** SUBRECIPIENT undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the NCTCOG nor as a NCTCOG agent or employee. SUBRECIPIENT agrees that the Scope of Work is furnished and performed at SUBRECIPIENT's sole risk as to the means, methods, design, processes, procedures, and performance.

**Inventory System.** The Performing Party and its subrecipients must have an inventory system that maintains track of equipment, controlled assets, and also, all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated for the same types of items, for example, roll-off bins, recycling bins/carts). The inventories shall include purchases from the beginning of the program (State of Texas Fiscal Years 1996-1997).

**Independent Contractor.** The parties agree that the SUBRECIPIENT is an independent contractor. Nothing in this Agreement shall create an employee-employer relationship between SUBRECIPIENT and NCTCOG. Nothing in this Agreement shall create a joint venture between NCTCOG and the SUBRECIPIENT.

**Responsibilities for Subcontractors.** The SUBRECIPIENT'S contractual costs must comply with allowable cost requirements. SUBRECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies or NCTCOG's procurement guidelines. All subcontracts awarded by the SUBRECIPIENT under this Agreement shall be in accordance with the (UGMS) and other applicable procurement laws. The SUBRECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBRECIPIENT shall ensure that all subcontractors comply with all provisions required by this Agreement. NCTCOG reserves the right to perform an independent audit of all subcontractors.

All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect Agreement with SUBRECIPIENT shall be considered to be the acts and omissions of SUBRECIPIENT.

**No Third-Party Beneficiary.** NCTCOG does not assume any duty to exercise any of its rights and powers under the Agreement for the benefit of third parties. Nothing in this Agreement shall create a contractual relationship between NCTCOG and any of the SUBRECIPIENT's subcontractors, suppliers or other persons or organizations with a contractual relationship with the SUBRECIPIENT.

**Time is of the Essence.** SUBRECIPIENT's timely performance is a material term of this Agreement.

**Delays.** Where SUBRECIPIENT's performance is delayed, except by Force Majeure or act of the NCTCOG, NCTCOG may withhold or suspend reimbursement, terminate the Agreement for cause, or enforce any of its other rights (termination for convenience may be affected even in case of Force Majeure or act of NCTCOG).

**Conflict of Interest.** SUBRECIPIENT shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Agreement by SUBRECIPIENT or any related entity or individual, SUBRECIPIENT shall promptly disclose in writing to NCTCOG any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- i. Any consulting fees or other compensation paid to employees, officers, agents of SUBRECIPIENT, or members of their immediate families, or paid by subcontractors or subrecipients; or
- ii. Any organizational conflicts of interest between SUBRECIPIENT and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without NCTCOG's written consent in the form of a unilateral amendment. SUBRECIPIENT agrees that NCTCOG has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Agreement.

**Quality and Acceptance.** All work performed under this Agreement must be complete and satisfactory in the reasonable judgment of the NCTCOG. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Agreement.

**Quality Assurance.** All work performed under this Agreement that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and Environmental Protection Agency (EPA) requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to SUBRECIPIENT's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, SUBRECIPIENT's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

**Laboratory Accreditation.** Any laboratory data or analyses provided under this Agreement must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

**Third Party Intellectual Property.** Unless specifically modified in an amendment or waived in a unilateral amendment, SUBRECIPIENT must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Agreement. SUBRECIPIENT shall obtain and furnish to NCTCOG and TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for NCTCOG and TCEQ non-commercial purposes, and other purposes of the State of Texas.

**Grant of License.** SUBRECIPIENT grants to NCTCOG and TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify, or otherwise use for any non-commercial NCTCOG or TCEQ purpose any preexisting intellectual property belonging to the SUBRECIPIENT that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Agreement, and associated user documentation.

**Insurance.** Unless prohibited by law, the SUBRECIPIENT, and all Contractors performing Agreement activities on behalf of the Subrecipient, shall obtain and maintain during the Agreement period adequate insurance coverage sufficient to protect the SUBRECIPIENT and the NCTCOG from all claims and liability for injury to persons and for damage to property arising from the Agreement. Unless specifically waived by the NCTCOG, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

**Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE SUBRECIPIENT SHALL REQUIRE ALL CONTRACTORS PERFORMING AGREEMENT ACTIVITIES ON BEHALF OF SUBRECIPIENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE NCTCOG AND TCEQ AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF AGREEMENT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THIS CONVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.

**Payment of a Release.** Neither payment by NCTCOG nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of SUBRECIPIENT from liability under this Agreement.

**Schedule of Remedies available to the NCTCOG.** The following Schedule of Remedies applies to this Agreement. In the event of SUBRECIPIENT's nonconformance, NCTCOG may do one or more of the following:

- Issue notice of nonconforming performance;
- Reject nonconforming performance and request corrections without charge to the NCTCOG;
- Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- Suspend all or part of the Agreement activities or payments, or both, pending accepted revision of the nonconformity;
- Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- Terminate the Agreement without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

**Opportunity to Cure.** The SUBRECIPIENT will have a reasonable opportunity to cure its nonconforming performance, if possible, under the circumstances.

**Cumulative Remedies.** Remedies are cumulative; the exercise of any remedy under this Agreement or applicable law does not preclude or limit the exercise of any other remedy available under this Agreement or applicable law.

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

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

**Delivery of Notice.** Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by

other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.

**Interpretation of Time.** All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

**State, Federal Law.** This Agreement is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.

**Severability.** If any provision of this Agreement is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

**Assignment.** No delegation of the obligations, rights, or interests in the Agreement, and no assignment of payments by SUBRECIPIENT will be binding on NCTCOG without its written consent, except as restricted by law. No assignment will release or discharge the SUBRECIPIENT from any duty or responsibility under the Agreement.

**Venue.** The SUBRECIPIENT agrees that any cause of action involving this Agreement arises solely in Tarrant County, Texas.

**Publication.** The SUBRECIPIENT must acknowledge the financial support of NCTCOG and TCEQ whenever work is funded, in whole or part, through this Interlocal Agreement. This includes using the following notation on the front cover, title page, surface of recycling bins or carts, vehicle wraps, vehicles, pencils, pens, T-shirts, stickers, electronic devices, all mechanical equipment, etc.:

***“Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.”***

Tangible items where surface space is limited may utilize the TCEQ logo or the phrase “Funded by TCEQ.” Consult with NCTCOG Project Representative to obtain TCEQ logo and for guidance on the proper display.

SUBRECIPIENT agrees to notify NCTCOG five (5) days prior to the publication or advertisement of information related to this Agreement. SUBRECIPIENT agrees not to use the NCTCOG or TCEQ logo or the NCTCOG or TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate NCTCOG or TCEQ authority.

**Waiver.** With the exception of an express, written waiver in the form of a unilateral amendment signed by NCTCOG, no act or omission will constitute a waiver or release of SUBRECIPIENT's obligation to perform conforming Agreement activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

**Compliance with Laws.** NCTCOG relies on SUBRECIPIENT to perform all Agreement activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

**Counterparts.** This Agreement may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

**Accessibility.** All electronic content and documents created as deliverables under this Agreement must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless NCTCOG agrees that exceptions or exemptions apply.

**Internal Compliance Program.** NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**Subrecipient Name**

**North Central Texas Council of Governments**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Michael Eastland  
Executive Director

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Mike Eastland  
Printed Name  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT A  
SCOPE OF WORK

PROJECT DESCRIPTION SECTION FROM IPS

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**ATTACHMENT B****PROJECT BUDGET AND DETAILED COST SHEETS****Table 1: Project Budget**

<b>Budget Categories</b>	<b>Funding Approved</b>
Equipment (unit cost of \$5,000 or more, and Controlled Assets up to \$4,999)	\$0
Contractual (other than for Construction)	\$0
Construction	\$0
Detailed "Other" Expenses Budget	\$0
<b>TOTAL COST</b>	<b>\$0</b>

**LIST MATCHING DETAILS**

**NOTE:** Appropriate documentation must be included in order to receive credit for any eligible matching items. (i.e. proof of payment, proof of value etc).

Click here to enter text.

**DETAILED BUDGET SHEET - Equipment**

This budget sheet should be completed if any expenses are entered for equipment in Table 1: Project Budget; otherwise omit. \$ \_\_\_\_\_

Equipment includes all non-construction related, tangible property having a unit acquisition cost of **\$5,000** or more with an estimated useful life of over one-year. All equipment purchases must be pre-approved by NCTCOG. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding Agreement.

Importantly, any equipment/facilities with a per-unit value of \$5,000 or more may not be transferred or sold without prior authorization from TCEQ. Additionally, certain types of equipment are classified as "controlled assets" with costs up to and including \$4,999 and shall be maintained on the inventory system. Examples of Controlled Assets are computers, fax machines, cameras, telephones, etc.

<u>Equipment (description, type, model, etc.)</u>	<u># of Units</u>	<u>Cost per Unit</u>	<u>Total Cost</u>
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**DETAILED BUDGET SHEET - Contractual**

This budget sheet should be completed if any expenses are entered for Contractual services in Table 1: Project Budget; otherwise omit. \$ \_\_\_\_\_

All Contractual expenses **must** be pre-approved by NCTCOG. Expenses included under this category should be for costs for professional services or tasks provided by a firm or individual who is not employed by the SUBRECIPIENT other than those related to construction. All local government municipal laws and regulations, including UGMS, for bidding and Contractual for services must be followed during the project period.

Any expenses (including legal fees, staff time, travel and communications) related in any way to drafting legislation, lobbying for legislation, or other political activities are **not** allowable under this program.

The following is an itemized list of the Contractual expenses associated with the funded project, with as many specifications as possible:

**Contractual**

**Costs**

## DETAILED BUDGET SHEET - Construction

This budget sheet should be completed if any expenses are entered for Construction services in Table 1: Project Budget; otherwise omit. \$ \_\_\_\_\_

All construction projects **must** be pre-approved by NCTCOG. Construction costs include facility design, site preparation, and facility construction. Indicate clearly whether construction services are provided by the SUBRECIPIENT or through subcontracts for outside services.

Expenses budgeted under this category should be for costs related to the enhancement or building of permanent facilities. Appropriate costs that may be included are:

- the cost of materials and labor associated with the construction project;
- the cost of equipment attached to the permanent structure; and the cost of planning the project; and,
- any subcontracts, including Agreements for services, performed as part of the construction.

All local government municipal laws and regulations, including UGMS, for bidding and contracting for services must be followed.

**The following is an itemized list of construction expenses associated with the funded project, with as many specifications as possible.**

**Construction (and related expenses)**

**Costs**

## Other Expenses

This budget sheet should be completed if any expenses are entered for Other services in Table 1: Project Budget; otherwise omit. \$ \_\_\_\_\_

**Any Request for Reimbursement must include an itemization of the expenses, using the Reimbursement Request Form.**

No expenses under the "Other" budget category, including computer hardware or software purchases not included under the "Equipment" budget category, shall be eligible for reimbursement under this Agreement, unless approved ahead of time, in writing, by NCTCOG.

The "Other" expenses as identified in Attachment B of the Project Budget are allowed. The restrictions set forth in the Uniform Grant and Agreement Management Standards apply. All expenses budgeted under this "Other" category shall be itemized by the project SUBRECIPIENT when requesting reimbursement. Some expenses that may be appropriate include but are not necessarily limited to:

- Postage/Delivery
- Printing/Reproduction
- Advertising/Public Notices
- Signs

- Training
- Computer Hardware (Under \$5,000 and not listed under "Equipment" Category)
- Computer Software
- Miscellaneous Other (includes anything not listed elsewhere in the budget)

The expenses under this budget category must receive NCTCOG's written approval prior to purchase. Again, for these "other" expenditures, documentation for reimbursement must show that the expenses were paid (a copy of the check or bank transmittal) and shall include purchase orders, if issued, and invoices or receipts.

The following is an itemized list of the Other expenses associated with the funded project, with as many specifications as possible:

Other

Costs

**ATTACHMENT C**  
**ELIGIBLE EXPENSE STANDARDS**

**Contractual Expenses**

**All outlays that fall within the “Contractual” category of the budget shall be itemized by the SUBRECIPIENT on the Reimbursement Request Form.**

No Contractual expenditures are eligible for reimbursement under this Agreement, unless such Agreements' scope of work has been approved ahead of time, in writing, by NCTCOG. Any amendments to the SUBRECIPIENT'S subcontract authorization for reimbursement under this Agreement, whether or not such subcontract required NCTCOG's pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, must be approved in writing by NCTCOG.

Contractual expenses include professional (subcontracted) services. The SUBRECIPIENT is expected to conform to the appropriate bidding and contracting laws and regulations according to the SUBRECIPIENT'S own internal policies and procedures. In addition, the SUBRECIPIENT is required to maintain documentation that the costs paid for contractual expenses (including subcontract expenses) were reasonable and necessary. Please note the specific guidance applicable to project restrictions, especially regarding projects that require a TCEQ permit or registration.

In addition to the itemized Reimbursement Request Form, the SUBRECIPIENT shall attach, for each item listed, legitimate documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed.

Supporting documentation shall include a purchase order and an invoice, plus a copy of the check showing payment or bank transmittal.

**Other Expenses**

**Any Request for Reimbursement must include an itemization of the expenses, using the Reimbursement Request Form.**

No expenses under the “Other” budget category, including computer hardware or software purchases not included under the “Equipment” budget category, shall be eligible for reimbursement under this Agreement, unless approved ahead of time, in writing, by NCTCOG.

The “Other” expenses as identified in Attachment B of the Project Budget are allowed. The restrictions set forth in the Uniform Grant and Agreement Management Standards apply. All expenses budgeted under this “Other” category shall be itemized by the project SUBRECIPIENT when requesting reimbursement. Some expenses that may be appropriate include but are not necessarily limited to:

- Postage/Delivery
- Printing/Reproduction
- Advertising/Public Notices
- Signs
- Training
- Computer Hardware (Under \$5,000 and not listed under “Equipment” Category)
- Computer Software
- Miscellaneous Other (includes anything not listed elsewhere in the budget)

The expenses under this budget category must receive NCTCOG's written approval prior to purchase. Again, for these "other" expenditures, documentation for reimbursement must show that the expenses were paid (a copy of the check or bank transmittal) and shall include purchase orders, if issued, and invoices or receipts.

## **ATTACHMENT D**

### **FUNDING AGENCY STANDARDS FOR IMPLEMENTATION GRANTS**

In addition to the standards set forth in applicable law and regulations, the standards outlined below apply to all uses of the solid waste grant funds. These funding agency standards and limitations apply to all implementation project activities funded under this Agreement. The SUBRECIPIENT is responsible for ensuring compliance with these standards. Furthermore, at the discretion of NCTCOG and the funding agency, the Texas Commission on Environmental Quality (TCEQ), may deem certain expenses ineligible that are not explicitly stated in these Funding Standards. The SUBRECIPIENT should coordinate with NCTCOG to determine eligibility of all expenses prior to incurring project expenses.

#### **General Standards**

1. The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. Recipients of funds under this Agreement 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. Funds may not be provided through a pass-through grant or subcontract to any public or private entity that is barred from participating in state Agreements by the Texas Facilities Commission.
4. Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears may not receive funds under this Agreement through either a pass-through grant or subcontract.
5. In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.649(d), TCEQ Regulations, a project or service funded under this Agreement 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 and not-for-profit non-governmental entities.
6. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding Agreement and comply with **Attachment C**.
7. A project or service funded under this Agreement must be consistent with the NCTCOG Regional Solid Waste Plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
8. Funds may not be used to acquire land or an interest in land.
9. Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal and were funded from a source other than a previous solid waste grant, may not be funded.
10. 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.
11. Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. Funds may not be used for employment, Agreements for services of a lobbyist, or for dues to an organization, which employs or otherwise Agreements for the services of a lobbyist.
13. Funds may only be used for projects or programs for managing municipal solid waste.
14. Except as may be specifically authorized, funds may not be used for 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, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within

the boundaries of a permitted facility. The applicant and/or NCTCOG must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by NCTCOG.

15. Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding, must have received the registration before the project funding is awarded.
16. Except as may be specifically authorized, funds may not be used for activities related to the collection or disposal of municipal solid waste. 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; landfills and landfill-related facilities, equipment, or activities, including closure and post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste.
17. 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. 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.

**Local Enforcement.** Funds may not be provided to any law enforcement agency regulated by Texas Occupational Code, Title 10, Chapter 1701, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.

When funding is to be provided for salaries of local enforcement officers, the SUBRECIPIENT 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 Agreement 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.

Funds may not be used for purchase of weapons, ammunition, and/or HazMat gear.

**Litter and Illegal Dumping Cleanup and Community Collection Events.** Lake and Waterway Cleanup events may be coordinated with the Keep Texas Beautiful organization. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses.

The local government sponsor must oversee the cleanup work or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Agreement.

All materials cleaned up using grant funds 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, NCTCOG should consider withholding at least ten (10) percent of the reimbursements under a pass-through grant or sub agreement until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded 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 that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. To the extent practicable, community collection events should make every effort to divert wastes collected from area landfills, e.g., contain a recycling component.

**Source Reduction and Recycling.** Any program or project funded 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.

**Local Solid Waste Management Plans.** All local solid waste management plans funded under this Agreement must be consistent with the COG's RSWMP, and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by the TCEQ.

In selecting a local solid waste management plan project for funding, NCTCOG shall ensure that at least one year is available for the completion and adoption of the local plan.

**Citizens' Collection Stations and "Small" Registered Transfer Stations.** The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330, TCEQ Regulations, may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.

The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under 30 TAC 330, MSW Rules, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000 or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded. The following MSW facilities may be funded:

- Notification tier municipal solid waste transfer stations that qualify under 30 TAC 330.11(g).
- Registered municipal solid waste transfer stations that qualify under 30 TAC 330.9(b)(1) through (3), or (f).
- Notification tier citizens' collection stations that qualify under 30 TAC 330.11(e)(1).
- Exempt local government recycling facilities as provided for under 30 TAC 328(a)(1).
- Notification tier recycling facilities that qualify under 30 TAC 330.11(e)(2).
- Notification tier composting facilities which qualify under 30 TAC 332.21 – 332.23.
- Notification tier liquid waste temporary storage facilities which qualify under 30 TAC 330.11(e)(5).
- Liquid waste transfer stations which qualify for registration in 30 TAC 330.9(g) and (o).
- Notification tier used oil collection facilities which qualify under 30 TAC 324.71(1) or (3).

**Household Hazardous Waste Management.** All household hazardous waste 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.

**Technical Studies.** All technical studies funded must be consistent with NCTCOG'S regional solid waste management plan and prepared in accordance with Administrative Procedures provided by the TCEQ.

**Educational and Training Projects.** Educational and training programs and projects funded under this Agreement 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.

**Other Types of Projects.** If the TCEQ authorizes NCTCOG to fund additional types of projects, the authorization incorporated into the grant Agreement may include additional standards and restrictions that will apply to use of funds for that project or type of project.

## **ATTACHMENT E**

### **REPORTING, FORMS, AND DEADLINES**

The SUBRECIPIENT agrees to provide, throughout the life of the project, quarterly, results, and follow-up reports to document the project's results during and after the culmination of the project. The required reporting forms can be found at <http://www.nctcog.org/solidwastegrants>.

**Quarterly Reports.** The SUBRECIPIENT shall prepare and submit to NCTCOG quarterly progress reports documenting the accomplishments and units of work performed under this Agreement. The Quarterly Summary/Results Report form provided by NCTCOG will be due to NCTCOG on the dates indicated below:

REPORTING PERIOD		DUE DATE
Quarterly Report #1		
Quarterly Report #2		
Quarterly Report #3		
Quarterly Report #4		
Quarterly Report #5	<i>If a grant extension is provided, NCTCOG may request additional reports as necessary.</i>	
Final Report		
Year Later Follow-Up Results Report		

The SUBRECIPIENT'S Reports must contain adequate descriptions of all project activities performed in order to allow NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning timelines in meeting the schedule for required reports will be maintained by NCTCOG and shared as appropriate with members of the RCC. Any legal research and related legal activities shall be clearly detailed in the progress reports in order to assure NCTCOG that the activities are not prohibited. The SUBRECIPIENT shall comply with any reasonable request by NCTCOG for additional information on activities conducted for NCTCOG to adequately monitor the SUBRECIPIENT'S progress in completing the requirements of and adhering to the provisions of this Agreement.

**Results Report.** A Results Report will be submitted by the SUBRECIPIENT in a format provided by NCTCOG. The Results Report should include information from the end of the project to the end of the biennium, August 31, 2027.

**Year Later Follow-Up Results Report.** The Year Later Follow-up Results Report will provide cumulative results to document the impact of the project beyond the date of this Agreement. The reporting form will be provided by NCTCOG.