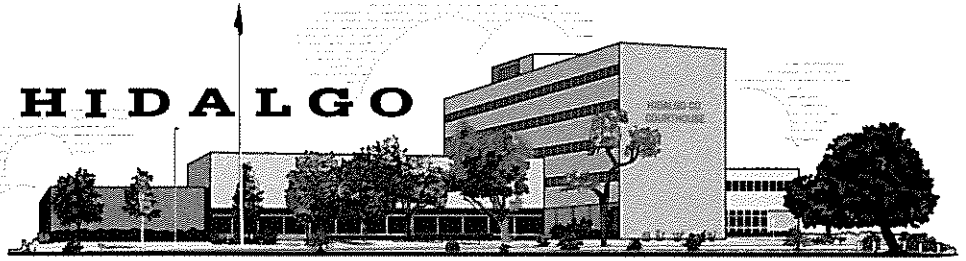


COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

August 5, 2016

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of an award from the Lower Rio Grande Valley Development Council pursuant to the inter-local contract agreement between the Lower Rio Grande Valley Development Council and Hidalgo County. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$16,278.00

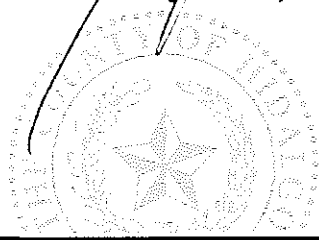
PURPOSE
Regional Solid Waste Grant FY2016-2017
#17-21-G05

CERTIFIED BY:

Raymundo Eufrazio, CPA
Hidalgo County Auditor

Date

8/8/16



HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92ND D.C. RODOLFO DELGADO JUDGE, 13TH D.C. J. R. "BOBBY" FLORES JUDGE, 139TH D.C. ROSE GUERRA REYNA JUDGE, 206TH D.C. JUAN R. PARTIDA JUDGE, 273RD D.C. MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER LETICIA LOPEZ JUDGE, 384TH D.C. AIDA SALINAS FLORES JUDGE, 394TH D.C. ISRAEL RAMON, JR. JUDGE, 430TH D.C. JESSE CONTRERAS JUDGE, 441TH D.C.

AI-55615

Budget and Management 19. C.

CC - REGULAR

Meeting Date: 08/09/2016

Submitted For: Rey Salazar, BUDGET & MANAGEMENT

Submitted By: Gabriela Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Regional Solid Waste Grant (12XX):

1. Discussion, consideration and acceptance of the Regional Solid Waste Grant FY2016-2017 in the amount of \$16,278.00 with authority for the County Judge to sign all required documents.
2. Approval of Certification of Revenues by the County Auditor for the Regional Solid Waste Grant FY2016-2017 in the amount of \$16,278.00.
3. Approval of 2016 appropriation of funds for the Regional Solid Waste Grant FY2016-2017 in the amount of \$16,278.00.

BACKGROUND

Regional Solid Waste Grant will cover equipment and printed materials for a one year period (September 1, 2016 - July 31, 25017).

Contract/Award #17-21-G05, Grant Period 09/1/16 through 7/31/2017.

Reference AI#52444 to apply for grant.

Fiscal Impact

FISCAL YEAR: 2016

ACCT. #: 6-1285-421-00-xxx-006-6-xxx

FUNDS AVAILABLE Y/N?: n/a

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

No local cash match required.

Attachments

Grant Agreement

Application

Certification Request

email

Award Memo

legal

appropriation

Form Review

Inbox

Budget & Management

Reviewed By

Veronica Ortiz

Date

08/01/2016 08:28 AM

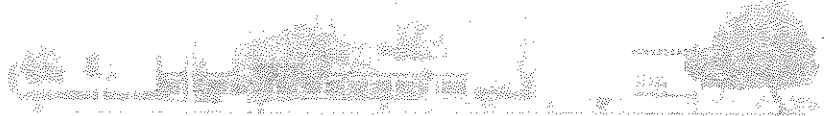
Linda Flores
Final Approval
Form Started By: Gabriela Garza
Final Approval Date: 08/05/2016

Linda Flores
Monica Badillo

08/01/2016 09:15 AM
08/05/2016 05:51 PM
Started On: 07/28/2016 08:54 AM

HIDALGO COUNTY texas

DEPARTMENT OF BUDGET & MANAGEMENT
2818 S. Business Hwy. 281
Edinburg, Texas 78539
Office: (956) 292-7025 • Fax: (956) 292-7034
www.co.hidalgo.tx.us/budget



Memorandum

To: Ray Eufrazio, CPA, County Auditor
From: Sergio Cruz, Budget Officer *sc*
Date: Thursday, July 28, 2016
Subject: Certification of Revenues LRGVDC Solid Waste Grant Award
Cc: Linda Fong, 1st Assistant County Auditor
Dina Trevino, Assistant Budget Officer
Becky Luna, Director of Accounting
Nereyda Gonzalez, Financial Accounting Supervisor
Deborah Fischer, Grants Accounting Supervisor

Please let this memo serve as a request for Certification of Revenue in reference to the Lower Rio Grande Valley Development Council - Regional Solid Waste Grants Program FY2016-2017 award scheduled for Commissioner's Court action on 8/9/2016 agenda item 55615.

LRGVDC Contract #	Total Award
17-21-G05	\$16,278.00

Program grant information and agreement have been forwarded to Ms. Deborah Fischer for further processing.

Thank you for your prompt attention to this matter. If you have any questions, please do not hesitate to call me at (956) 292-7025 ext. 5424.

DATE: August 8, 2016

DEPARTMENT HEAD: Sergio Cruz

2016
Appropriation



DEPARTMENT NAME: Dept of Budget & Mgmt for Regional Solid Waste Grant FY2016-2017

AI# 55615

ACCOUNT NUMBER: 6-1285-421-00-XXX-006-6-XXX

Contact Person: Gabriela Garza Ph#: (956) 292-7025 ext. 5413

SUBJECT: Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
6-1285-421-00-291-006-6- 751	CONST PCT1 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-292-006-6- 751	CONST PCT2 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-293-006-6- 751	CONST PCT3 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-294-006-6- 751	CONST PCT4 RSWG MACHINERY & EQUIPMENT	2,400.00
6-1285-421-00-291-006-6- 610	CONST PCT1 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-292-006-6- 610	CONST PCT2 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-293-006-6- 610	CONST PCT3 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-294-006-6- 610	CONST PCT4 RSWG GENERAL SUPPLIES	549.75
6-1285-421-00-115-006-6- 540	RSWG ADVERTISING	3,359.00
6-1285-421-00-115-006-6- 550	RSWG GRANTS PRINTING	1,120.00
	TOTAL EXPENDITURES	16,278.00
6-1285-334-10-291-006-6- 000	CPCT1 Regional Solid Waste Grant - Revenue	2,949.75
6-1285-334-10-292-006-6- 000	CPCT2 Regional Solid Waste Grant - Revenue	2,949.75
6-1285-334-10-293-006-6- 000	CPCT3 Regional Solid Waste Grant - Revenue	2,949.75
6-1285-334-10-294-006-6- 000	CPCT4 Regional Solid Waste Grant - Revenue	2,949.75
6-1285-334-10-115-006-6- 000	Regional Solid Waste Grant - Revenue	4,479.00
	TOTAL REVENUE	16,278.00
TOTAL BUDGET INCREASE (DECREASE)		16,278.00

REASON: To appropriate the FY2016-2017 Regional Solid Waste Grant Program award for a illegal dumping surveillance project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**Lower Rio Grande Valley Development Council
Inter-local Contract
CONTRACT SIGNATURE PAGE**

Contract Name: REGIONAL SOLID WASTE GRANTS PROGRAM		
Contract Number: 17-21-G05		
Performing Party: Hidalgo County		
Performing Party Identification Number:		
Maximum LRGVDC Obligation: \$ 16,278.00	Effective Date: September 01, 2016	Expiration Date: July 31, 2017
<p>The Lower Rio Grande Valley Development Council (LRGVDC), and the named Performing Party, a governmental body, agency, or political subdivision of the United States, the State of Texas, or another State, enter this Agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas, including, without limitation, the Interagency Cooperation Act, the Interlocal Cooperative Act, and Texas Water Code Chapter (§) 5.124 and 5.229. The Parties agree: to be effective, the Contract must be signed by an authorized official of the LRGVDC and the Performing Party; as authorized by LRGVDC, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and LRGVDC will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract; the Performing Party is not a vendor of goods and services under Texas Government Code Chapter 2251, therefore, no interest is applicable; and the Contract may be terminated by LRGVDC for its own convenience with 30 days written notice. The purpose of this Agreement is to implement the provisions of §361.014(b) of the Texas Health and Safety Code, regarding the distribution of solid waste disposal fee revenue funds in support of local and regional solid waste projects consistent with the LRGVDC authorized §363.064(b) of the Texas Health and Safety Code Regional Solid Waste Management Plans (RSWMPs), and to update and maintain those plans. To enable the PERFORMING PARTY to carry out or conduct various municipal solid waste management-related services and activities within the PERFORMING PARTY's regional jurisdiction that support the implementation of the RSWMP. To administer an efficient and effective, solid waste grant implementation program.</p>		
Parties to the Contract:	Lower Rio Grande Valley Development Council (LRGVDC)	Hidalgo County
By (Authorized Signature):		
Printed Name:	Ron Garza	Honorable Ramon Garcia
Title:	Executive Director	County Judge
Date of Signature:		
Contract Manager Name:	Marcie Oviedo	Ray Salazar
Contact Numbers:	(956) 682-3841	(956) 292-7025
Finance Representative:	Crystal Balboa	Ray Eufrazio

Intergovernmental Cooperative Reimbursement Agreement
CONTRACT DOCUMENTS

The entire Contract between LRGVDC and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Qualifying Conditions
X	Documents Created During the Contract (including any minor contract changes, budget amendments, or COG-Managed Projects approved by LRGVDC in accordance with Contract procedures)
X	Specifications & Standards for Performance
X	Contract Funding
X	Contract Activities
X	Contract Reporting
X	Special Terms & Conditions
X	General Terms and Conditions
X	Project Representatives and Records Location
X	Attachment 1 - PERFORMING PARTY BUDGET
X	Attachment A – SCOPE OF WORK & DELIVERABLES
X	Attachment B – SCHEDULE OF MAJOR DELIVERABLES

**LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
Inter-Governmental Cooperative Reimbursement Agreement**

CONTRACT ACTIVITIES

1. INTRODUCTION

The purpose of this Agreement is to define the scope of services for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives. It is understood the obligations identified within this document apply to each pass-through recipient as well as the PERFORMING PARTY.

2. DESCRIPTION OF ACTIVITIES

The PERFORMING PARTY agrees to follow those administrative procedures identified in this Agreement and in the Regional Solid Waste Grants Program Administrative Procedures, Attachment A, in performance of the deliverables identified within this Agreement.

I. QUALIFYING CONDITIONS

- 3. Eligibility.** Only those local and regional political subdivisions located within the State of Texas as set forth in this Article are eligible to receive funding from the PERFORMING PARTY for an implementation project. Federal entities are not eligible to receive funds under this Agreement. Eligible entities include the following:

- 3-1.** Cities.
- 3-2.** Counties.
- 3-3.** Public schools and school districts (does not include Universities or post secondary educational institutions).
- 3-4.** Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.
- 3-5.** Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

II. SPECIFICATIONS AND STANDARDS FOR PERFORMANCE

- 4. Contract Amendments:** This document may be changed by amendment as provided for in the General Terms and Conditions. PERFORMING PARTY must submit a formal budget amendment for budget changes that result in greater than 10% (ten percent) of the PERFORMING PARTY's fiscal year (FY) budget. PERFORMING PARTY has prior authorization to conduct budget category changes for less than 10% (ten percent) of the PERFORMING PARTY's FY budget. All budget category changes and/or amendments must be reflected in Request for Reimbursement Reports. PERFORMING PARTY shall ensure Budget forms (Attachment 1) reflect all changes and amendments.
- 5. Contract Documents:** The working documents, presented in order of preference, are:
- 5.1.** This LRGVDC Grant Agreement.
 - 5.2.** PERFORMING PARTY'S Budget Form (Attachment 1).
 - 5.3.** Work Program - Deliverables (Attachment A).

III. CONTRACT FUNDING

- 6. Budget Category Expense Standards and Adjustments.** The budget for this Agreement shall be derived from the PERFORMING PARTY's Application documents (Attachment 1). Following review and approval by the LRGVDC, the budget and the completed Application forms submitted by the PERFORMING PARTY, and all approved amendments, shall be incorporated into this Agreement as updates to Attachment 1. Budget amendments are necessary when budget category adjustments exceed 10% (ten percent) of the FY total budget, adjustments less than 10% (ten percent) shall be reported on Requests for Reimbursement. All negative budget categories should be adjusted prior to submitting the Request.
- 6-1.** The PERFORMING PARTY shall not incur expenses in excess of the budget category amounts shown in each fiscal year's budget column.
 - 6-2.** Amendments to the budget contained in Attachment 1 shall consist of a signed letter of request submitted by a PERFORMING PARTY representative with signatory authority, addressed to the LRGVDC Project Representative, with copy of an amended Budget Form and supporting reason(s) for the request.

7. **Budget Category Expense Records and Documentation.** The PERFORMING PARTY shall maintain expenditure documentation to show the work was performed and that the expense was, in fact, incurred. Expense documentation should support reasonable expenditure necessary to this Agreement. Expense record documentation shall be conducted per the UGMS. Budget category expenses not addressed in the following will be administered per the General Terms and Conditions of this Agreement.
- 7-1. **Personnel/Salary.** The PERFORMING PARTY's employee positions covered in this Agreement are set forth in Attachment 1.
- 7-1-1. Time sheets that have been signed and approved.
- 7-2. **Travel.** PERFORMING PARTY should maintain onsite travel documentation which, at a minimum, is consistent with LRGVDC Travel Operating Procedures and which identifies the purpose of the travel, supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, etc. Such travel documentation should be submitted upon request.
- 7-3. **Supplies.** Expenses included under the Supplies expense category of the budget set forth in Attachment 1, shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than \$1,000, excluding shipping, handling, freight, tax, etc. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the PERFORMING PARTY in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.
- 7-3-1. Supplies expenditure documentation to be maintained by the PERFORMING PARTY includes receipts or purchase orders (if issued) or invoices marked paid, and canceled checks.
- 7-4. **Equipment.** Expenses included under the Equipment expense category of the budget set forth in Attachment 1, shall be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000, or more with an estimated useful life of over one year.
- 7-4-1. PERFORMING PARTY must seek LRGVDC prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expense list in Attachment 1.
- 7-4-2. Equipment expenditure documentation to be maintained by the PERFORMING PARTY includes receipts, purchase orders (if issued) or invoices marked paid and canceled checks.
- 7-5. **Contractual.** Expenses included under the Contractual expense category of the budget set forth in Attachment 1, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party as set forth in the Article.
- 7-5-1. No expenses included under the contractual expense category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless the contractor and the contract amount are approved ahead of time by the LRGVDC and included on the list of authorized contractual expenses in Attachment 1.
- 7-5-2. The PERFORMING PARTY shall maintain evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the UGMS.
- 7-5-3. No expenses included under the contractual expenses category of the budget set forth in Attachment 1 shall be allowed under this Agreement unless such contract's scope of work has been approved ahead of time, in writing, by the LRGVDC.
- 7-5-4. Any amendment to a PERFORMING PARTY subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required LRGVDC pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in this Agreement, must be approved in writing by the LRGVDC.
- 7-5-5. All applicable laws and regulations concerning competitive bidding, competitive proposals, and contracting for services shall be followed.
- 7-6. **Other Expenses.** All expenses under the "Other" expense categories of the budget set forth in Attachment 1 shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.
- 7-6-1. No expenses under the "Other" expense category including computer hardware or software purchases not included under the Equipment expense category, e.g., controlled assets costing less than \$5,000, shall be eligible for reimbursement under this Agreement unless approved ahead of time by the LRGVDC and included on the list of authorized "Other" expenses in Attachment 1. Subcategories of "Other" expenses for which prior authorization is not required, are set forth in this Article.
- 7-6-1-1. Books and reference materials.
- 7-6-1-2. Dues and membership fees for the PERFORMING PARTY's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues

for individual employee affiliation to particular organizations or professional associations, unless listed in Attachment 1 to this Agreement, must be pre-approved individually, in writing, by the LRGVDC).

- 7-6-1-3. Subscriptions, only inasmuch as they relate directly to the performance of activities under this Agreement.
 - 7-6-1-4. Postage, telephone, FAX, and utilities expenses.
 - 7-6-1-5. Printing and reproduction expenses.
 - 7-6-1-6. Advertising and public notices.
 - 7-6-1-7. Registration fees and other staff training costs (fees and training costs for persons not employed by the PERFORMING PARTY, unless listed in Attachment 1, must be approved individually by the LRGVDC).
 - 7-6-1-8. Repair and maintenance costs.
 - 7-6-1-9. Office furniture, not falling under the definition of equipment under this Article.
 - 7-6-1-10. Space and equipment rentals.
 - 7-6-1-11. Signs.
 - 7-6-1-12. Additional Other expenses listed in Attachment 1 to this Agreement.
 - 7-6-1-13. Education and outreach materials used to promote responsible municipal solid waste management practices and planning.
- 7-6-2. The PERFORMING PARTY shall ensure that expenditures charged under the "Other" expense category are not also included within the expenses reimbursed through the Indirect Costs allocation, Central Services Cost allocation, or the Internal Services fund.
- 7-7. **Additional Expense Records.** If requested by the LRGVDC, the PERFORMING PARTY agrees to provide to the LRGVDC the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the LRGVDC. The LRGVDC will provide reasonable time for the PERFORMING PARTY to comply with a request for additional records. The LRGVDC will allow the PERFORMING PARTY reasonable time to respond to any findings of noncompliance or other problems identified by the records review.
8. **REIMBURSEMENT PAYMENT METHOD.** The PERFORMING PARTY shall submit a Request for Reimbursement voucher, which shall include attached legible copies of invoices issued by the subcontractor or vendor providing the products or services that substantiates the incurred expenditure amount. In addition, all requests for reimbursement of expenditures must be itemized and described in such a way that the acquired item can be readily matched to pre-acquisition approvals.
- 8-1. The PERFORMING PARTY must submit the Request for Reimbursement vouchers if costs have been incurred. They should be submitted with the required progress reports and results reports. However, according LRGVDC is not liable for any costs incurred by the PERFORMING PARTY in the performance of this agreement, which have not been billed to LRGVDC within fifteen days following termination of this agreement.
 - 8-2. The LRGVDC reserves the right to suspend payment of funds awarded under this contract due to incomplete, incorrect, or inconsistent reports or tasks required under this contract until the PERFORMING PARTY satisfactorily completes, revises, or corrects such services or reports. The LRGVDC also reserves the right to require reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the PERFORMING PARTY concerning the contract supported tasks to be performed.
 - 8-3. The PERFORMING PARTY must submit prior notification and approval by the LRGVDC for any changes in personnel whose salaries will be funded under this contract.
 - 8-4. All expenditures under the equipment, construction, or contractual, budget categories must be approved in advance by the LRGVDC. Further, for any other category expenses not specifically spelled out in the contract, the PERFORMING PARTY shall obtain prior written approval from LRGVDC for that expense.
 - 8-5. The contract prohibits any reimbursement of travel expenses for out-of-state travel, except where such travel is specifically authorized in writing by the LRGVDC. Prior to authorizing any out-of-state travel by a PERFORMING PARTY, the LRGVDC must obtain written approval from TCEQ to provide such authorization.
 - 8-6. If the PERFORMING PARTY does not have a current indirect cost rate approved in accordance with UGCMS, the LRGVDC may negotiate a lump sum indirect cost charges that do not exceed the charges established using the Indirect Cost Consumption Table provided in the Uniform Grant and Contract Management Standards under UGCMS.

IV. CONTRACT ACTIVITIES

9. The work identified herein is subject to the guidelines as directed in Attachment A, the Work Program and these guidelines may be updated and or amended throughout the timeline of this document as deemed necessary by the LRGVDC.
10. 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. The PERFORMING PARTY agrees to perform the following activities as prescribed in this document and as outlined in Attachment A:

V. REPORTING REQUIREMENTS

11. Detailed records that are not required to be submitted with the reports referred to in this section must be kept at the designated location for records access.
 - 11-1. The PERFORMING PARTY shall maintain and submit to LRGVDC mileage records on the use of any vehicles being used for the Program and originally purchased for the program.
 - 11-2. The PERFORMING PARTY shall comply with any reasonable request by the LRGVDC for additional information on activities conducted in order for the LRGVDC to adequately monitor the PERFORMING PARTY's progress in completing the requirements of and adhering to the provisions of this contract.
 - 11-3. Payments (reimbursements) required under this contract may be withheld by the LRGVDC until such time as any past due progress reports are received.
 - 11-4. The PERFORMING PARTY's failure to comply with the requirements of this Article shall constitute a breach of this contract.
 - 11-5. The PERFORMING PARTY shall prepare and submit to the LRGVDC monthly, a written progress report concerning performance under this contract documenting accomplishments and units of work performed under Attachment C: Work program of this agreement. The PERFORMING PARTY's progress reports contain descriptions of activities for the LRGVDC to ensure that the provisions of this contract are being complied with.
 - 11-6. The PERFORMING PARTY shall prepare and submit to the LRGVDC, the summary Pass-Through Grant Expenditure report and the request for reimbursement vouchers and appropriate backup must be submitted monthly.
 - 11-7. The PERFORMING PARTY shall prepare and submit to the LRGVDC Report(s) Identifying Chronic Illegal Dumpsites that are ¼ acre in size or larger, their general description, exact location, boundary information in feet, length, width, and height if applicable and photos of the sites located.
 - 11-8. In addition, the PERFORMING PARTY must submit to the LRGVDC a results report each quarter. The results report will include quantifiable measurements or reasonable estimations of the project outcomes.
 - 11-9. All progress and results reports shall be submitted within 10 days after the end of the month for the term of this contract so that LRGVDC may submit a consolidated report to TCEQ.

VI. CLOSE-OUT PROGRESS AND RESULTS REPORT

12. The PERFORMING PARTY will submit a closeout progress and results report with the final requests for payment under this contract. The closeout report will include the cumulated information from previous progress and closeout reports. The closeout report must be submitted within 15 days of the ending date of this contract. The PERFORMING PARTY shall certify in writing to the LRGVDC, through the final progress report, the satisfactory completion of all activities and deliverables required under this contract.

VII. FOLLOW-UP SUMMARY RESULTS REPORT

13. The PERFORMING PARTY shall submit periodic follow-up summary results reports according to Attachment A: Schedule of Deliverables. The PERFORMING PARTY shall document the results of the grant-funded project and provide those results to the LRGVDC for use of evaluating program effectiveness and for providing regional results information to TCEQ. The results reporting documentation and reporting requirements shall specifically cover reporting

on results during the term of the contract and continue to document, the results of the project activities for the life of the program or activity.

VIII. OTHER REPORTS

- 14-1. The PERFORMING PARTY shall provide LRGVDC with a reasonable number of photographs of the project activities for documentation purposes such as inclusion in a report to the State Legislature.
- 14-2. The PERFORMING PARTY shall occasionally present an oral report to the LRGVDC Solid Waste Advisory Committee during the committee's meetings regarding the status of the project implementation. LRGVDC will notify the PERFORMING PARTY one week in advance of such requests for oral reports. Note that the committee typically meets quarterly. (See Attachment B)

IX. SPECIAL TERMS AND CONDITIONS

- 15-1. Availability of Funds. It is the understanding of the parties that the source of the funds provided by the LRGVDC is the Solid Waste Disposal and Transportation Fees, as proscribed in Texas Health and Safety Code §363.013. 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 §363.014(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. The PERFORMING PARTY shall place this notice in all subgrants and subcontracts.
- 15-2. PERFORMING PARTY agrees that the purpose of this Agreement is to provide a grant to financially assist PERFORMING PARTY in performing and creating the Work as its own project and therefore, PERFORMING PARTY is not a "vendor" of goods and services within the meaning of Texas Government Code Chapter 2251.
- 15-3. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the LRGVDC, are not eligible to receive subgrant funding from the PERFORMING PARTY. The PERFORMING PARTY shall allow a potential subgrant applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the PERFORMING PARTY with documentation of payment of the fees, such as a canceled check or receipt from the state, the PERFORMING PARTY may consider that applicant to be eligible to receive subgrant funding under this agreement.
- 15-4. Local and regional political subdivisions that are barred from participating in state contracts by the State Comptroller's of Public Accounts (CPA) under the provisions of §2155.077, Texas Government Code, and Title 1 TAC (Texas Administrative Code) §113.02, CPA (formerly under the Texas Building and Procurement Commission –TBPC) Regulations, are not eligible to receive subgrant funds from the PERFORMING PARTY.
- 15-5. The activities funded under this Agreement, both projects conducted by the PERFORMING PARTY or as a part of a subgrant, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.
 - 15-5-1. §361, §363, and §364 of the Texas Health and Safety Code.
 - 15-5-2. Title 30 TAC §330, Subchapter O, LRGVDC Rules.
 - 15-5-3. Title 30 TAC §14, LRGVDC Rules.
 - 15-5-4. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards, 1 TAC §§5.141 - 5.167, (collectively, "UGMS").
 - 15-5-5. Title 1 TAC §5.85-5.86, Governor's Office Regulations.
 - 15-5-6. General Appropriations Act, 81st Legislature.
 - 15-5-7. Pursuant to §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.

X. GENERAL TERMS AND CONDITIONS

16. CONTRACT PERIOD

- 16-1. **Contract Period.** The Contract begins on the Effective Date and ends on the Expiration Date as provided on

the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is August 31 of the same Fiscal Year in which the Contract is signed.

- 16-2. Renewal and Extension Period.** The Contract may be extended by notice of LRGVDC beyond expiration of a Contract Period for up to 90 (ninety) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.

17. DEFINITIONS

- 17-1. "Include."** The word "include" and all forms such as "including" shall be construed to introduce a non-exhaustive list. The parties agree include is a term of enlargement, and does not limit the scope of the preceding noun.

18. FUNDS

- 18-1. Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.
- 18-1-1.** Performing Party will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Performing Party is included in any subcontract it awards.
- 18-2. Amount Limits on Funds.** The maximum reimbursement is shown on the Contract Signature Page.
- 18-3. Grants.** If this agreement was entered under the LRGVDC authority to award grants, LRGVDC is providing financial assistance to the recipient to undertake its own project.

19. ALLOWABLE COSTS

- 19-1. Conforming Activities.** LRGVDC will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.
- 19-2. UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and law. The text of UGMS is available online at the Governor's Website. (The link as of December 18, 2007 is <http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>.) The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. LRGVDC Allowable Expenditures Guidelines provide additional information as to the construction of UGMS. Additional federal requirements apply when federal funds are included in the reimbursement.

20. REIMBURSEMENT

- 20-1. Contract for Reimbursement.** The Contract Documents describe the activities to be conducted by the Performing Party for reimbursement by LRGVDC.
- 20-2. Reimbursement Request Deadline.** A minimum of 25% of the grant must be expended each quarter. Performing Party shall submit final requests for payment to LRGVDC prior to **July 31, 2017**.
- 20-3. Reimbursement Requests.** Performing Party shall invoice LRGVDC to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to LRGVDC's reimbursement requirements.
- 20-4. Travel, Other Costs.** Travel costs must be specifically authorized in advance of the travel. Travel costs, including per diem, will be reimbursed only based on receipts in the amount of actual costs, up to the maximum allowed by law for employees of the State of Texas at the time the cost is incurred.
- 20-5. Supporting Records.** Upon request, Performing Party shall submit records and documentation to LRGVDC as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; LRGVDC may reject invoices without appropriate supporting documentation. LRGVDC has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.

- 20-6. **Conditional Payments.** Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to LRGVDC for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other LRGVDC remedy.
- 20-7. **Historically Underutilized Businesses.** Performing Party shall include, with its invoicing, reports on the use of Historically Underutilized Businesses.

21. AMENDMENTS

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties.

22. CONTRACT INTERPRETATION

- 22-1. **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.
- 22-2. **State, Federal Law.** This Contract is governed by, and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 22-3. **Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

23. PERFORMING PARTY'S RESPONSIBILITIES

- 23-1. **Performing Party's Responsibility for the Contract Activities.** Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the LRGVDC nor as a LRGVDC agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.
- 23-2. **Independent Contractor.** Nothing in this agreement shall create an employee-employer relationship between Performing Party and LRGVDC. The parties agree that the Performing Party is an independent contractor.
- 23-3. **Performing Party's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 23-4. **No Third-Party Beneficiary.** The LRGVDC does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between LRGVDC and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

24. PERFORMING PARTY PERFORMANCE EVALUATION

Performance evaluations are a part of the LRGVDC review performing party, and may be a factor in the selection of future contracts. The LRGVDC may provide this information to state agencies and upon request, to others. Performing Party consents to the disclosure of any information or opinion in the evaluations.

25. CONFLICT OF INTEREST

The Performing Party shall timely notify the LRGVDC in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that LRGVDC has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

26. INTELLECTUAL PROPERTY

- 26-1. **Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Contract Activities, or incident to the use or possession of the

intellectual property. Performing Party shall obtain and furnish to LRGVDC: 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 LRGVDC non-commercial purposes, and other purposes of the State of Texas.

- 26-2. **Grant of License.** Performing Party grants to LRGVDC a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial LRGVDC purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

27. TIME DELAYS

- 27-1. **Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 27-2. **Delays.** Where Performing Party's performance is delayed, except by *Force Majeure* or act of the LRGVDC, LRGVDC may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

28. TERMINATION

- 28-1. **Termination for Cause.** LRGVDC may, upon 10 (ten) days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice LRGVDC's other remedies authorized by this Contract or by law.
- 28-2. **Termination for Convenience.** LRGVDC may, upon 10 (ten) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of LRGVDC or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.
- 28-3. If, after termination for cause, it is determined that the Performing Party had not materially failed to comply with the Contract Documents, the termination shall be deemed to have been for the convenience of the LRGVDC.

29. INSURANCE AND INDEMNIFICATION

- 29-1. **Insurance.** Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Performing Party and the LRGVDC from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Performing Party or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the LRGVDC, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 29-2. **Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LRGVDC AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE PERFORMING PARTY OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE LRGVDC SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE LRGVDC. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

30. DISPUTES, CLAIMS, REMEDIES

- 30-1. **Payment not a Release.** Neither payment by LRGVDC nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.
- 30-2. **Schedule of Remedies available to the LRGVDC.** In accordance with §2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, LRGVDC may:
 - 30-2.1. Issue notice of nonconforming performance;
 - 30-2.2. Reject nonconforming performance and request corrections without charge to the LRGVDC;
 - 30-2.3. Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 30-2.4. Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
 - 30-2.5. Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 30-2.6. Terminate the contract without further obligation for pending or further payment by the LRGVDC and receive restitution of previous payments.
- 30-3. Notwithstanding Section 16.2, no adverse action shall be taken against the Performing Party, unless the non-conformity is material to the contract, the Performing Party has been notified of the non-conformity, and the Performing Party has been given a reasonable opportunity to correct the non-conformity.
- 30-4. **Cumulative Remedies.** LRGVDC rights and remedies in this Contract are in addition to, and are not in any way a limitation of, any rights and remedies available under state and federal rules, regulations, and laws and at common law.

31. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 31-1. **Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- 31-2. **Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting principles. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by LRGVDC and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of 3 (three) years beyond the expiration or earlier termination of this Contract, and 3 (three) years after the end of any litigation or claims process, including appeals.

32. INDIRECT COST RATE

- 32-1. **Authority for Indirect Cost Rates.** The Performing Party shall comply with the UGMS relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.
- 32-2. **Indirect Cost Rate of Contract Activities.** The cost of services provided to LRGVDC by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowance equal to 10% (ten percent) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity, if any indirect cost rate is approved.
- 32-3. **Application Indirect Cost Rate, Councils on Government.** A regional planning commission may not spend more than 15% (fifteen percent) of its total expenditures, less capital, on indirect costs. This 15% (fifteen percent) restriction applies to the Authorized Expense Budget in this Agreement for each fiscal year, even if

the Cognizant or Coordinating agency approves a rate greater than 15% (fifteen percent). Where an indirect cost exceeds 15% (fifteen percent), the regional planning commission will credit the LRGVDC by reducing indirect charges on a pro rata basis in the subsequent fiscal year.

33. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive sovereign immunity relating to suit, liability, or payment of damages.

34. MISCELLANEOUS

- 34-1. Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on LRGVDC without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 34-2. Venue.** Performing Party agrees that the Contract is being performed in Travis County, Texas, because this Contract has been performed or administered, or both, in Travis County, Texas. The Performing Party agrees that any cause of action involving this Contract arises solely in Travis County. This provision does not waive LRGVDC's sovereign immunity.
- 34-3. Publication.** Performing Party agrees to notify LRGVDC 5 (five) days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the LRGVDC logo or a LRGVDC graphic as an advertisement or endorsement without an agreement signed by the appropriate LRGVDC authority.
- 34-4. Waiver.** With the exception of an express, written document signed with authority by LRGVDC, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the LRGVDC's claims against the Performing Party or its sureties.
- 34-5.** LRGVDC relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 34-6. 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 Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for 4 (four) years beyond the termination or completion of the Agreement; or after the end of a proceeding which was brought under the contract or if LRGVDC has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a LRGVDC notice to the Performing Party.
- 34-7. Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the LRGVDC a release of all claims against the LRGVDC for payment under this contract.
- 34-8. Legal Fees Prohibited.** This money shall be spent on administrative fees and projects as approved by LRGVDC. The funds under this Agreement may not be used for legal representation, or any other fees associated with hiring an attorney.

PROJECT REPRESENTATIVES/RECORDS LOCATION

ARTICLE 35.1 LRGVDC PROJECT REPRESENTATIVE

The individual named below is the LRGVDC Project Representative, who is authorized to give and receive communications and directions on behalf of the LRGVDC. All communications including all payment requests must be addressed to the LRGVDC Project Representative or his or her designee.

Marcie Oviedo

Telephone No.: (956) 682-3481

(Name)

Director of Regional Planning

Facsimile No.: (956) 682-3295

(Title)

Lower Rio Grande Valley Development Council

E-mail: moviedo@lrgvdc911.org

301 W. Railroad Street

Weslaco, TX 78596

ARTICLE 35.2 PERFORMING PARTY PROJECT REPRESENTATIVE

The individual named below is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

For Financial Matters:

Ray Eufracio

Telephone No.: (956) 318-2511

(Name)

Hidalgo County Auditor

Facsimile No.: (956) 292-7035

(Title)

2808 S. Bus. Hwy 281

E-mail: ray.eufracio@co.hidalgo.tx.us

(Mailing Address)

Edinburg, Texas 78539

(City) (State) (Zip Code)

For Contractual Matters:

Honorable Ramon Garcia

Telephone No.: (956) 318-2600

(Name)

County Judge

Facsimile No.: (956) 318-2699

(Title)

100 E. Cano Street 2nd Floor

E-mail: countyjudge@co.hidalgo.tx.us

(Mailing Address)

Edinburg, Texas 78539

(City) (State) (Zip Code)

ARTICLE 35.3 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The PERFORMING PARTY designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Rev Salazar

Telephone No.: (956) 292-7025

(Name)

Director

Facsimile No.: (956) 292-7035

(Title)

2808 S. Bus. Hwy 281

E-mail: rev.salazar@co.hidalgo.tx.us

(Mailing Address)

Edinburg Texas 78539

(City) (State) (Zip Code)

Attachment 1

BUDGET CATEGORY	FUNDING AMOUNT
Personnel / Salaries <i>N/A</i>	\$
Fringe Benefits <i>N/A</i>	\$
Travel <i>N/A</i>	\$
Supplies <i>N/A</i>	\$
Equipment <i>N/A</i>	\$
Construction <i>N/A</i>	\$
Contractual <i>N/A</i>	\$
Other Batteries - \$25.00 pack of 12 AAx16 = 400.00 Camera security enclose - \$70.00x8 = 560.00 Python Master locks - \$25.00x8 = 200.00 SanDisk 64 GB memory card - \$60.00x8 = 480.00 Printing = 1,120.00 Signage – 8 Area Roadway surveillance signs (\$69.87 each) = 559.00 Advertising Public service announcements = 3,359.00 (8) Reconyx Surveillance Camera 1,200x8 = 9,600.00	\$ 16,278.00
Indirect Charges	\$

TOTAL FUNDING \$ 16,278.00

Attachment A:**Work Program of Tasks to be completed by PERFORMING PARTY**

GOAL: The PERFORMING PARTY will Curtail Illegal Dumping.

Objective 1: BEGIN PROCESS TO PURCHASE (8) RECONYX SURVEILLANCE CAMERAS

- 1) Task/Deliverable: The County of Hidalgo will formulate a Communication Strategy and will collaborate with Public Affairs Division to develop draft educational material and imagery. Commence upon grant award notice and finalize within 60 days.
- 2) Task/Deliverable: The County will distribute print material and broadcast Public service announcements. Commence upon finalization of education context and imagery and within 90 days of grant award notice.
- 3) Task/Deliverable: Develop a database of key activities for the evaluation of program results. Commence upon grant award notice and finalize within 30 days.
- 4) Task/Deliverable: Coordinate community forums with advocacy groups.
- 5) Task/Deliverable: Collaborate with Law Enforcement to develop an Illegal dumping Interdiction Plan and procure and install surveillance cameras at targeted illegal dumping hot spot areas. Also Establish targeted Law enforcement nighttime patrols as known illegal dump sites. 60-90 days after grant award.
- 6) Task/Deliverable: Utilize GIS mapping technology to identify chronic dumping areas for future prevention and surveillance operations. 90-120 days after grant award notice.

Objective 2: REPORT ON PROGRESS AND RESULTS OF PROGRAM

- 1) Task/Deliverable: The project Coordinator will measure and document the following: 1) sites identified (defined by size as small isolated or large chronic); 2) number of complaints received; 3) number of sites found; 4) warning citations; 5) court cases tried and concluded; 6) number of convictions; 7) fines and dollar amounts of fines; 8) number of dump sites cleaned up through enforcement action and weight or cubic yards removed; 9) number of training activities attended and conducted; 10) the number of participants targeted by local enforcement activities; 11) quantities of media coverage; 12) distribution amounts of public information and/or educational materials; 13) descriptions of promotional events/public meetings including attendance. The documented information should be included in the Pass-Through Grant Summary Report. Financial documentation should also be included and submitted monthly in the Summary of Pass-Through Grant Expenditures and the Request for Reimbursement.
- 2) Task/Deliverable: Submission of the End of Contract Results Report and Final Summary Report, using the Results Monitoring Report Forms. Deliverable 3: The Project Coordinator will submit the final summary report, using the Pass-Through Grant Summary Report and the final results report, using the Results of Grant Funded Project Report.

Completion Time Frame: Submit the end of contract report by July 31, 2017.

- 3) Task/Deliverable: The Project Coordinator will submit Follow-up Reports using the applicable forms as determined by the LRGVDC. The Project Coordinator will submit Follow-up Reports using the applicable forms to be determined and as requested by the LRGVDC.
- 4) Task/Deliverable: City of San Juan will present an oral report to the LRGVDC SWAC Committee to inform them on the status of project.

Completion Time Frame: Submit the Follow-up Reports as determined and requested by the LRGVDC.

Attachment B:

FY 2016/2017 Schedule of Major Deliverables for Solid Waste Grants

Deliverable	Due Date
1. Contract Term	September 1, 2016 through July 31, 2017
2. Solid Waste Advisory Committee	Meets quarterly, Therefore you will be notified one week in advance to be present to give an oral report on project status.
3. Progress Reports Must be mailed/mailed to: bsalinas@lrgvdc911.org and cc: moviedo@lrgvdc911.org	<p style="text-align: center;">Due Monthly</p> September 2016 – Due October 10, 2016 October 2016 – Due November 10, 2016 November 2016 – Due December 10, 2016 December 2016 – Due January 10, 2017 January 2017 – Due February 2017 February 2017 – Due March 10, 2017 March 2017 Due April 10, 2017 April 2017 – Due May 10, 2017 May 2017 – Due June 10, 2017 June 2017 – Due July 10, 2017 July 2017 – Due August 10, 2017 August 2017- Due September 10, 2017 *Make sure you maintain reports after May because TCEQ will ask for follow-up reports.
4. Result Reports Must be mailed/mailed to: bsalinas@lrgvdc911.org and cc: moviedo@lrgvdc911.org	<p style="text-align: center;">Due Quarterly</p> December Quarterly Report – Due December 10, 2016 March Quarterly Report – Due March 10, 2017 June Quarterly Results Report – Due June 10, 2017 September Quarterly Report – Due September 10, 2017
5. Follow Up Results Report	<p style="text-align: center;">Due Once a Year</p> Results due to TCEQ – October 15, 2017 Follow up Results – September 15, 2018
6. Reimbursements Please mail in original paper work on the reimbursements.	<p style="text-align: center;">As Necessary</p> Minimum of 25% percent of the grant must be expended each quarter and submitted for reimbursement. Failure to submit reimbursement request as spent will be basis for de-obligation of funds.

- Please keep in mind that it is the applicant’s responsibility to comply with contract. No reminders or notices will be sent out to request any reports due to the LRGVDC.

Lower Rio Grande Valley Development Council Program Contacts:

Marcie Oviedo – Director of Regional Planning – (956) 682-3481 ext. 161 moviedo@lrgvdc911.org
 Ludy Saenz – Assistant Director – (956) 682-3481 ext. 153 lsaenz@lrgvdc911.org
 Brenda Salinas – Technician III – (956) 682-3481 ext. 123 bsalinas@lrgvdc911.org

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Zimbra

gabriela.garza@co.hidalgo.tx.us

FW: Hidalgo County's - Contract # 17-21-G05

From : Marcie Oviedo
<moviedo@lrgvdc911.org>

Thu, Aug 04, 2016 11:58 AM
2 attachments

Subject : FW: Hidalgo County's - Contract #
17-21-G05

To : Gaby Garza
<gabriela.garza@co.hidalgo.tx.us>

Cc : Brenda Salinas
<bsalinas@lrgvdc911.org>

Gaby,

I am forwarding the email sent with this contract, I don't believe there is a letter. I have also attached the Contract that was sent for signature, the budget details what the funds are for. I have also attached the project summary form that was submitted to TCEQ for approval. What happened is this project was the last one that was funded and \$16,278. Was all that was left, so we asked the applicant to adjust figures on what was actually going to be purchased with grant funds. I don't think there is a single item over \$5,000. Which is considered equipment and that would have to be tagged and inventoried for at least 6 years. Of course we will be asking for reports on where the cameras are placed and results of this project. I will forward the reporting forms, just in case you don't already have them. Hope this answers your questions, if not just email or give me a call. Thanks.

Marcie Oviedo, Director of Regional Planning
LRGVDC
301 W. Railroad
Weslaco, TX 78596
956-682-3481 Ext.161
Cell – 956-369-7902

From: Brenda Salinas

Sent: Monday, July 25, 2016 12:48 PM

To: Rey Salazar <rey.salazar@co.hidalgo.tx.us>

Cc: Marcie Oviedo <moviedo@lrgvdc911.org>; Ludy Saenz <lsaenz@lrgvdc911.org>

Subject: Hidalgo County's - Contract # 17-21-G05

Good Afternoon,

Attached please find Hidalgo County's Solid Waste Contract #17-21-G05 effective to begin on September 01, 2016. Please print and review carefully. We will need for you to print 2 two originals and have both of them signed by the person authorized in the contract. Soon after please mail or deliver both contracts to the LRGVDC attention: Brenda Salinas and we will have the Executive Director sign both. Once executed we will give you one original and the LRGVDC will keep the other original. If you have any questions you may contact me.

Thank you,

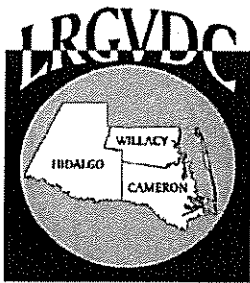
Brenda Salinas
Regional Planning Department
Lower Rio Grande Valley Development Council
301 W. Railroad St.
Weslaco, TX 78596
956.682.3481 ext. 123 - office
956.682.3295 - fax
bsalinas@lrgvdc911.org
www.lrgvdc.org

17-21-G05 Hidalgo County.pdf

 270 KB

DOC080416.pdf

 983 KB



Lower Rio Grande Valley Development Council

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 Mayor Celeste Sanchez, San Benito.....1st Vice-President
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 Kenneth N. Jones, Jr.

Revised Memorandum

TO: SWAC Applicants

FROM: Marcie Oviedo, Director *MO*
 Regional Planning Dept.

DATE: Friday, August 5, 2016

SUBJ: FY 2016/2017 Solid Waste Implementation Projects
 Funding List

The Solid Waste Advisory Committee met on January 05, 2016 to review and rank Solid Waste Grant Applications. Below please find the Revised Solid Waste Implementation Projects Funding List.

Applicants	Funded Amount
City of Los Indios - Source Reduction & Recycling	\$5,000.00
City of Alton - Source Reduction & Recycling - Recycling Technician	\$29,955.20
City of Pharr - Source Reduction & Recycling - Recycling Trailers	\$30,000.00
City of Alamo - Source Reduction & Recycling	\$30,000.00
City of Pharr - Source Reduction & Recycling - Curbside Program	\$30,000.00
City of San Juan - Source Reduction & Recycling - Salaries	\$29,002.80
City of South Padre Island - Source Reduction & Recycling	\$30,000.00
City of Donna - Source Reduction & Recycling	\$20,000.00
Hidalgo County - Local Enforcement	\$16,278.00
City of Weslaco - Source Reduction & Recycling	\$0
City of Mission - Source Reduction & Recycling	\$0
City of Mission - Education & Training	\$0
City of Brownsville - Household Hazardous Waste	\$0

If you have any questions or need additional information please do not hesitate to call me.

The Lower Rio Grande Valley Development Council
In Cooperation with the Texas Commission on Environmental Quality
SOLID WASTE GRANT APPLICATION FORM

Check one: FY 16 FY 17

Please type or legibly print the application. Typing is preferred. Use no smaller than a 10-point font.

Applicant Information	
Applicant/Receiving Party: County of Hidalgo	Department/Division: Department of Budget and Management
Primary Project Contact - Authorized Representative: Sergio Cruz	Project Contact Title: Hidalgo County Budget Officer
Street Address (No PO Boxes) 2818 S. Bus. Hwy 281	Primary Project Contact's Direct Telephone/Fax: 956-292-7025 ext. 5426
City State Zip Code Edinburg Texas 78539	Email Address sergio.cruz@co.hidalgo.tx.us
Primary Financial Contact - Authorized Representative: Ray Eufrazio	Financial Contact Title: Hidalgo County Auditor
Street Address (No PO Boxes) 2808 S. Bus. Hwy 281	Primary Financial Contact's Direct Telephone/Fax: 956-318-2511
City State Zip Code Edinburg Texas 78539	Email Address ray.eufrazio@co.hidalgo.tx.us

Other Participating Entities - Regional Projects - New Projects
<p>New Projects - All new projects never been funded automatically receive 10 points.</p> <p><input checked="" type="checkbox"/> Yes (up to 10 points in scoring) <input type="checkbox"/> No (0 points)</p>

Grant/Project Information (Pick ONE Category Only)	
<p><input type="checkbox"/> Source Reduction and Recycling</p> <p><input type="checkbox"/> Education and Training</p>	<p><input checked="" type="checkbox"/> Other</p>
<p>Proposed Funding: (Stay within funding caps)</p> <p>Grant Request: \$ 20,240</p> <p>Applicant's Match: _____</p> <p>Total Project Amount: \$ 20,240</p>	<p>Estimated Project Timeframe:</p> <p>(How many months will it take to complete project?)</p> <p>12 months</p>

<p>BRIEF Project Description: <i>(Describe your project in 10 words or less.)</i></p> <p>The development of an Illegal Dumping Education and Prevention Program</p>
--

Please review the Certifications and Assurances and sign the application on the top of page 2.

Signature	
<p>By the following signature, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal. <i>(The person signing application must be designated in the Resolution.)</i></p>	
Typed/Printed Name: Sergio Cruz	Title: Hidalgo County Budget Officer
Signature:	Date Signed: 12/8/2015

Certifications:

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help LRGVDC ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. Authority to Sign Application

The person signing this Application hereby certifies that he/she has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. Application Contains No False Statements

Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that LRGVDC will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. Governmental Status

Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

- a. City
- b. County
- c. Public school district (not including Universities or post secondary educational institutions)
- d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authority
- e. Council of Government

4. Conformance to Standards

The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the application, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

5. Solid Waste Fee Payments

Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed by the State of Texas.

6. Consideration of Private Industry

The following certification only applies if the project is under one of the following grant categories:

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

Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

7. Consistency with Regional Solid Waste Management Plan Amendment

Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations LRGVDC's adopted regional solid waste management plan amendment.

8. Technical Feasibility

Applicant certifies that it has carefully reviewed its Application and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

9. Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Application and the expenses outlines in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

10. Certification by Law Enforcement Programs

If the Applicant is a law enforcement entity regulated by Chapter 415 of the Government Code, the Applicant certifies that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 415, Government Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and LRGVDC. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. Compliance with Standards Pertaining to Real Property and Equipment

Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. Participation in LRGVDC/TCEQ Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to surveys and/or other requests from LRGVDC or the TCEQ for information on municipal solid waste management activities.

3. Compliance with Progress and Results Reporting Requirements

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to LRGVDC on a schedule established by LRGVDC, and additionally, to continue to document the results of the project activities for the life of the project; and to provide LRGVDC with a follow-up results report approximately one to two years after the end of the grant term.

4. Financial Management

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by LRGVDC.

5. Compliance with Americans with Disabilities Act

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. Compliance with the Single Audit Act

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

7. Compliance with Program and Fiscal Monitoring

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Grant Budget Summary

[Click Here to Go To Grant Budget Summary Instructions](#)

Budget Categories	Funding Request
1. Personnel (Salary)	0.00
2. Fringe Benefits	0.00
3. Travel	0.00
4. Supplies (unit cost of less than \$1,000)	1,640.00
5. Equipment (unit cost of \$5,000 or more)	9,600.00
6. Construction	0.00
7. Contractual (other than for Construction)	0.00
8. Other	9,000.00
9. Indirect charges	0.00
TOTAL	20,240.00
10. Fringe Benefit Rate:	
11. Indirect Cost Rate:	

1. Personnel (Salary)					
Position	Function	Status FT/PT, perm/temp	Monthly Salary	Time (%FTE)	Salary Request
					0.00
					0.00
					0.00
					0.00
					0.00

Narrative: (In any category where funding is requested, the Narrative must be completed.)
No personnel grant funds requested

3. Travel			
Position	Destination	Purpose	Travel Request

Narrative: (In any category where funding is requested, the Narrative must be completed.)
No travel grant funds requested

4. Supplies (Unit cost of less than \$1,000)		
Description	Purpose	Supply Request
Energizer Advance Lithium Batteries	Power supply	400.00
Camera Security Enclosure	To secure and encase the camera system	560.00
Python Master Locks	Provide reinforced security to camera and enclosure	200.00
SanDisk 64 GB Memory Card	Storage of surveillance photos	480.00

Narrative: (In any category where funding is requested, the Narrative must be completed.)
The Illegal dumping prevention and surveillance cameras will be powered by 12 AA batteries. In order to maintain the longest power output, without investing in solar panels, we will utilize lithium batteries. Price estimates are \$25 per 12 pack. We are requesting 8 cameras and 2 sets of 12 pack AA batteries per camera (16 x \$25 = \$400). Additional supplies needed consist of 8 metal all weather camera enclosures for added protection and 8 python master locks to secure the camera and enclosure together. Additional supplies requested are 8 64 GB SDHC memory cards for the storing and transmittal of fast action photos.

5. Equipment (Unit price of \$5,000 or more)		
Description	Purpose	Equipment
Reconyx Surveillance Camera	Prevention of Illegal Dumping	9,600.00

Narrative: (In any category where funding is requested, the Narrative must be completed.)
The illegal dumping prevention equipment request consists of 8 cellular enabled security cameras ideal for covert surveillance of people and activities. Its small size makes it easy to conceal, and simple setup is quick to deploy in the field. The cellular module transmits large images in near real time to up to 4 mobile phones and/or 2 email accounts.

6. Construction			
Description	Purpose	Sub-Contracted (Y/N)	Construction

Narrative: (In any category where funding is requested, the Narrative must be completed.)
No construction grant funds requested.

7. Contractual		
Contractor	Purpose	Contractual
Narrative: (In any category where funding is requested, the Narrative must be completed.)		
No contractual grant funds requested		

8. Other			
Type Other	Description	Purpose	Other Request
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction	Printing of program material	Education and prevention awareness	2,000.00
Advertising/Public Notices	Public Service Announcements	Education and prevention awareness	6,000.00
Signage	Area roadway surveillance notices	Prevention of Illegal Dumping	1,000.00
Training/Registration Fees			
Dues/Membership Fees			
Record Storage			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services			

Narrative: (In any category where funding is requested, the Narrative must be completed.)

Our program seeks to educate and prevent illegal dumping thru the encouragement of residents to take advantage of the resources available to them, instill good habits of responsible solid waste management, boost community support in reporting illegal dumping, and the prevention of littering – with residents working together with the County to build a sustainable environment and caring society. Our award winning County Public Affairs Division will script, direct and produce a 30 second Public Service Announcement for broadcast on newsprint and local spanish/english TV stations. We will also develop spanish/english print material and posters at high traffic county facilities, community resource centers and clinics. Additionally, we will also conduct community forums with our colonia communities to raise awareness and distribute targeted educational materials. Complementing our program will be spanish/english notices and signage throughout known hot spots notifying potential violaters that the area is under surveillance. County currently has existing contracts with related vendors and obtained pricing from prior purchase orders.

Type Other (Cont.)	Description	Purpose	Unit Cost	No. of Units	Other Request
Recycling Bins					0.00
Recycling Bins					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Computer Hardware					0.00
Computer Software					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Promotional Item					0.00
Promotional Item					0.00
Promotional Item					0.00
Other Equip. (<\$5,000)					0.00
Other Equip. (<\$5,000)					0.00
Other Equip. (<\$5,000)					0.00
Additional Other					0.00
Additional Other					0.00
Additional Other					0.00

Narrative: (In any category where funding is requested, the Narrative must be completed.)

No other type grant funds requested

Project Merits and Need (Up to 45 Points): PLEASE LIMIT YOUR PROJECT NARRATIVE TO 1 PAGE. Page limitation does not apply to attachments

Project Title: Hidalgo County Illegal Dumping Education and Prevention Program

Program Objective and Summary (use all four boxes if necessary): Give a Summary of the project. List specific objectives. Provide a scope of work with schedule of deliverables for the proposed project or program. As concisely as possible, provide tasks, describe the major steps, identify responsible entities and establish a specific time frame. Suggested format for scope of work:

See attached narrative titled "Hidalgo County Illegal Dumping Education and Prevention Program"

Task 1: Formulate a Communication Strategy

- a. Activity: Collaborate with Public Affairs Division to develop draft educational material and imagery
Schedule of activity: Commence upon grant award notice and finalize within 60 days.
- b. Activity: Distribute print material and broadcast Public Service Announcements
Schedule of activity: Commence upon finalization of education context and imagery and within 90 days of grant award notice.
- c. Activity: Develop a database of key activities for the evaluation of program results
Schedule of activity: Commence upon grant award notice and finalize within 30 days.
- d. Activity: Coordinate community forums with advocacy groups
Schedule of activity: Commence upon finalization of education context and imagery and within 90 days of grant award notice.

Task 2: Collaborate with Law Enforcement to develop an Illegal Dumping Interdiction Plan

- a. Activity: Procure and install surveillance cameras at targeted illegal dumping hot spot areas.
Schedule of activity: 60 - 90 days after grant award notice
- b. Activity: Establish targeted Law Enforcement nighttime patrols at known illegal dump sites
Schedule of activity: 60 - 90 days after grant award notice
- c. Activity: Utilize GIS mapping technology to identify chronic dumping areas for future prevention and surveillance operations
Schedule of activity: 90-120 days after grant award notice

Project Service Area: (Indicate the area/geography (city, county, or other jurisdictions) covered by the project. If project will only affect a portion of your area, please indicate which portion will be affected. Please attach map if applicable.)

The Hidalgo County Illegal Dumping Education and Prevention Program will cover and affect the entire county.

Public Information: (How will your project be publicized? How will the public be involved in your project?)

Our Illegal Dumping Education and Prevention Program will be publicized in Spanish and English by our Public Affairs Division on television, newspaper, radio, social media and posters throughout our county facilities and citizen collection stations.

Project Status/Feasibility: (Include progress or agreements made regarding this project so far, as well as staff qualifications. Indicate whether this is a startup or existing project. Briefly describe how project effectiveness will be measured.)

The reduction of illegal dumping and the enforcement of penalties is a priority for our County Judge and Precinct Commissioners as evidenced in the number of Community Clean up held every year. In 2015, not counting clean ups attributed to illegal dumping, Hidalgo County conducted over 60 Community Clean ups. The clean ups have helped alleviate residents from stockpiling trash which may have ended up being dumped illegally. Our County Constables have also developed tactical methods to deter illegal dumping by establishing more presence in hot spot areas. However, due to shift changes, calls for service and delayed response time they can't be there all the time. Targeted education and targeted prevention techniques, such as thru the installation of surveillance cameras are a successful alternative. With the assistance of our District Attorney's Office, we hope to finalize and implement our litter abatement policies, which streamline the prosecution of persons found guilty of dumping illegally.

Project effectiveness will be measured by statistics relating to the following

- % reduction of illegal dumping in hot spots
- # of complaints received regarding illegal dumping
- # of citations issued attributed to surveillance cameras
- # of illegal dumping investigations conducted
- # of convictions attributed to illegal dumping
- \$ of illegal dumping penalties and fines collected

Local Match and Commitment (Up to 30 Points): PLEASE LIMIT YOUR LOCAL RESOURCES NARRATIVE TO 1 PAGE
limitation does not apply to attachments.

Page

Intention to Sustain the Project (use all four boxes as necessary): (Describe how applicant intends to sustain the project or program after grant funding is exhausted.)

Hidalgo County is committed to improving our Solid Waste Program efforts. Thru the careful analysis, reporting and evaluation of key program measures and statistics, the Department of Budget and Management will assess program effectiveness. These metrics in turn will serve to outline potential returns on future program investments. Saving achieved by way of reduced tipping fees attributed to illegal dumping and increased revenues attributed to illegal dumping citations can be appropriated towards the continued efforts of the program.

Matching Funds or In-Kind Services (use all four boxes as necessary): (Explain in detail the application to this project of any matching funds or in-kind services to be provided by the applicant, as directly related to the proposed project. This description correlates to the amount entered on page one of this application. Matching funds or in-kind services are not included in the Grant Budget Summary or Grant Request.)

Hidalgo County will be utilizing In-Kind Services for the development and production of our Illegal Dumping and Prevention Program Public Service Announcement.

Supporting Documentation: (Please list. Place copies of letters, resolutions, etc. in Attachments. Attachments do not count toward page limitations.) Failing to attach supporting documentation listed will make your application incomplete.

Regional Collaboration (Up to 15 Points): PLEASE LIMIT YOUR PROJECT COST EVALUATION TO 1 PAGE. Some of the requested information may not be applicable to all proposed projects, contact LRGVDC staff for clarification if necessary. A Regional project is any project that is regional in nature and must be specific as to who they will be collaborating with and submit commitment letters or resolutions to support the project. The more entities involved in the project more points will be received.

Describe in detail all collaborating efforts and submit back your documentation.

Our Illegal Dumping Education and Prevention Program has the received internal support and collaboration from the County Judges Office, Precinct #1, Precinct #2, Precinct #3, Precinct #4, Sheriff's Department, County Constables Office, District Attorney's Office and the Department of Budget and Management.

Poor Performance Deduction (Subtract 10 points): PLEASE LIMIT TO 1 PAGE. LRGVDC reports will also be used.

Evaluation of Consistency with Regional Solid Waste Management Plan Amendment: THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR GRANT FUNDING.

Is proposed project consistent with LRGVDC's regional plan amendment? (Briefly describe how the proposed project will support the regional plan amendment, indicating which goal is supported.)

Our proposed project is consistent with the LRGVDC's regional plan amendment. The Illegal Dumping Education and Prevention project we are proposing is consistent with Goal 1. This goal aims to reduce waste generation/disposal and develop responsible waste disposal practices. The specific objective and strategies it meets are:

illegal dumping
public education to reduce illegal dumping and littering
enforcement to prevent illegal dumping

Objective 1: Stop
Strategy 1.1 Promote
Strategy 1.2 Increase

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service FOR PROJECT TYPES LISTED

THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING

This section is applicable only to the following grant categories:

- a. Source Reduction and Recycling
- b. Citizens' Collection Stations and "Small" Registered Transfer Stations
- c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. *If the proposed project provides a service*, in the space below, list all entities, private and public, in the affected geographic area known to provide a similar or related service. Please attach additional pages if needed.

Private Service Providers Contacted	Telephone	Date Notified	Summary
Republic Services	800-423-7676	12/7/2015	Telephone and email submitted

Have you contacted your County and Neighboring Jurisdictions to see if they provide a similar service?

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary
City of McAllen	Earl Lane	11/23/2015	Telephone and email submitted
City of Edinburg	Ramiro Gomez	12/7/2015	Telephone inquiry

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary
City of Houston			Website research
City of Dallas			Website research