

TEXAS PARKS AND WILDLIFE

Recreation Grant Agreement Federal Sub-Award

TPWD P.O. Number: CA-0002615

Project Number: 48-01204

Sponsor Name: Hidalgo County

Project Name: Memorial Park (Sunflower)

Federal Award Identification Number (FAIN): P21AP12332

Sponsor Unique Entity Identifier: 103110834

Catalogue of Federal Domestic Assistance Number (CFDA): 15.916

Agreement Term / Period of Performance: 05/20/2021 - 06/30/2024

Federal Share: \$1,223,357.00

Sponsor Share: \$1,223,357.00

Total Project Cost: \$2,446,714.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This subaward agreement (Grant Agreement) is entered into by the Texas Parks and Wildlife Department (Department), and the Hidalgo County (Sponsor). This sub-award is funded through Land and Water Conservation Fund issued to the Department on 09/22/2021

The scope of this Grant Agreement includes:

Precinct 4 of Hidalgo County has allocated funding to complete the improvements to Memorial Park (Sunflower) in Edinburg, Texas. This project will further develop the existing 15.5-acre park to include: Softball/Baseball field, Soccer Field, Splash Pad, Trail, Fitness Stations, Picnic Pavilions with Picnic Tables and Grills, Playgrounds with Surfacing and Shade (one accessible), a Basketball Court, Parking Improvements, Native Landscaping and Irrigation, Site Amenities, and Lighting.

In addition, the project will involve pre-planning professional services and pre-construction services. This project received a Waiver of Retroactivity to begin development on May 20, 2021.

Memorial (Sunflower) Park is located at 2818 S Bus Hwy 281, Edinburg, Texas 78542-1675.

This sub-award is not for research and development.

SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT

NA

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

The project will involve pre-planning professional services and pre-construction services.

The pre-agreement date for professional services is August 1, 2019.

This project received a Waiver of Retroactivity to begin development on May 20, 2021.

SECTION 4 - APPROVED INDIRECT COST RATE

NA

SECTION 5 - KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Dana Lagarde
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744
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Grant Manager:

Dan Reece
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Grant Coordinator:

Susan Sharp
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FOR PROJECT SPONSOR:

Official Point of Contact

GLINDA PACHECO
planning analyst
2818 S BUS HWY 281
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(956) 292-7655
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Project Coordinator

Velinda Reyes
Chief Administrator for External Affairs
1501 N Doolittle Rd
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(956) 383-3112
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Fiscal Contact

Velinda Reyes
Chief Administrator for External Affairs
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SECTION 6 - AWARD AND PAYMENT

- A. The Department will provide funding to the Sponsor in an amount not to exceed \$1,223,357.00 for the project described under Project Description and Location above and in accordance with the Department-approved budget summary attached.
- B. The Sponsor shall obtain prior approval from the Department for budget and program revisions, and shall request reimbursement via payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs on form PWD BK P4000-1146.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Sponsor maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Grant Agreement and/or any other financial assistance or procurement documents the Sponsor may have with the Federal government.
- D. Expenses charged against awards under the Grant Agreement, unless approved in Section 3, may not be incurred prior to the beginning of the Grant Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sponsor shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- F. The Sponsor must meet their cost share commitment over the life of the award, as specified in section 2 of this agreement. Non-federal cost-share is required for costs incurred under this Grant Agreement.

SECTION 7 - MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of Sponsor.
- B. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non-compliant with the terms and conditions of this agreement.
- C. The Department may suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.
- D. The Sponsor may unilaterally terminate the project prior to the first payment on the project or within 90 days of the TPWD Approval Date, whichever occurs earlier. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by agreement with the Department.
- E. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- F. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions

to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State/Federal share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

- G. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the Department, or that all funds provided by the Department be returned.
- H. If the Sponsor does not comply with provisions as set forth in the grant agreement and the Recreation Grants Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:
 - 1. The Department may withhold payment to the Sponsor;
 - 2. The Department may withhold action on pending projects proposed by the Sponsor

SECTION 8 - CLOSEOUT

Sponsor will follow closeout procedures in the Instructions for Approved Projects Recreation Grant Programs PWD BK P4000-1146.

SECTION 9 - TERMS OF ACCEPTANCE

By accepting funds under this grant, the Sponsor agrees to comply with the terms and conditions of this Grant Agreement, and the terms and conditions of all attachments that are applicable to the Sponsor. Sponsor also agrees to comply with assurances and certifications made in its approved grant application submitted via Recreation Grants Online, and applicable federal statutes, regulations and guidelines. Sponsor agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Signature Authority

The person or persons signing this Grant Agreement on behalf of the Sponsor hereby warrant and guarantee that they are duly authorized by the Sponsor to execute this Grant Agreement on behalf of the Sponsor and to validly and legally bind the Sponsor to all the terms of this agreement.

Entire Agreement; Modifications Must Be in Writing

This Grant Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

Venue; Governing Law

This Grant Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

SECTION 10 – ATTACHMENTS INCORPORATED BY REFERENCE

The Federal regulations titled “2 CFR, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>)

The following completed documents are attached to and made part of this Agreement:

- 1. Boundary Map - Signature Required
- 2. Budget Summary

- 3. Certificate of Land Dedication - Signature Required
- 4. TPWD Resource Review
- 5. THC SHPO Clearance
- 6. Assurances for Federal Subawards
- 7. SF424D Construction Assurances
- 8. Certification Regarding Lobbying - Signature Required
- 9. Instructions for Approved Projects
- 10. Federal Notice of Award
- 11. Construction Waiver of Retroactivity

SECTION 11 – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

Hidalgo County

Signature: Dana Lagarde

Name: _____

Date: 12/16/2021

Title: _____

SAM Date/Initials: 12/14/2021 / S.S.

Signature: _____

Federal Aid Date/Initials:

Date: _____