

**TEXAS PARKS AND WILDLIFE**

**Recreation Grants  
Local Parks Grant Program  
STATE GRANT AGREEMENT**

TPWD P.O. Number:	CA-0005533
Project Number:	RDR-24011
Sponsor Name:	Hidalgo County
Project Name:	Hidalgo County
Sponsor Unique Entity Identifier:	LHACK1UL6NR3
Agreement Term/Period of Performance:	09/01/2025 - 08/31/2027
State Share:	\$250,000.00
Total Project Cost:	\$250,000.00

**SECTION 1 - PROJECT DESCRIPTION AND LOCATION**

*This Grant Agreement is entered into by the Texas Parks and Wildlife Department (Department), and the Julia C. Hester House, Inc. (Sponsor).*

The project proposes interior and/or exterior improvements to the Monte Alto Recreation Center. Grant funds will be utilized to expand and/or renovate the facility. The project site is at 25164 FM 88 in Monte Alto, Texas, 78538. This agreement supplements the original agreement executed on May 29, 2025.

This award is not for research and development.

**SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT**

This agreement extends the initial grant period of performance only. All grant funds have been fully disbursed to the Sponsor.

There are no matching requirements.

Rider is from HB1, Article IX, Section 17.17 from the 88<sup>th</sup> Legislative session.

Except as provided in this Agreement, TPWD shall have no other obligations to SPONSOR regarding the Funds or the use of the Funds.

**SECTION 3 - PRE-AWARD INCURRENCE OF COSTS**

N/A

**SECTION 4 - KEY OFFICIALS**

**Key officials are essential to ensure maximum coordination and communication 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

**Grant Manager:**

Dan Reece  
Recreation Grants Branch  
4200 Smith School Road  
Austin, Texas 78744  
(512) 389-8224  
[dan.reece@tpwd.texas.gov](mailto:dan.reece@tpwd.texas.gov)

**Grant Coordinator:**

Dan Reece  
Recreation Grants Branch  
4200 Smith School Road  
Austin, Texas 78744  
(512) 389-8224  
[dan.reece@tpwd.texas.gov](mailto:dan.reece@tpwd.texas.gov)

**FOR PROJECT SPONSOR:**

**Official Point of Contact**

Valde Guerra  
County Executive Office  
2818 S BUS HWY 281  
Edinburg, TX 78539  
956-292-7655  
[valde.guerra@co.hidalgo.tx.us](mailto:valde.guerra@co.hidalgo.tx.us)

**Project Coordinator/Fiscal Contact**

Saul Garcia  
County Executive Office  
2818 S BUS HWY 281  
Edinburg, TX 78539  
956-367-0878  
[saul.garcia@co.hidalgo.tx.us](mailto:saul.garcia@co.hidalgo.tx.us)

**SECTION 5 - AWARD AND PAYMENT**

- A. The Department will provide funding to the Sponsor in an amount not to exceed \$250,000.00 for the project described under Project Description and Location above.

**SECTION 6 - 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 the 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 Agreement 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 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.

## **SECTION 7 -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, and applicable federal statutes, regulations and guidelines. Sponsor agrees to fulfill the grant in accordance with the approved grant application, 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 8 – ATTACHMENTS INCORPORATED BY REFERENCE**

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

Assurances for State Funded Awards  
Texas Grant Management Standards

**SECTION 9 – SIGNATURES**

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

**Texas Parks and Wildlife Department**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SAM/UEI: \_\_ dfr 10-15-25 \_\_\_\_\_

**Hidalgo County**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

