

TEXAS PARKS AND WILDLIFE

Recreation Grants FEDERAL SUB-AWARD

Department Contract Number: CA-0008885
Grant Project Number: 48-01312
Sub-Recipient Name (Must match UEI): Webb County
Sub-Recipient Unique Entity Identifier: KJ57ZV6UCFB4
Project Name: 2025 Webb County Colonia Splash Pads Project
Federal Award Identification Number (FAIN): P25AP01059
Assistance Listings Number and Title: 15.916
Award Date: 07/21/2025
Period of Performance: 10/01/2025 - 09/30/2028
Federal Award: \$585,000.00
Sub-Recipient Cost Share: \$585,000.00
Total Project Cost: \$1,170,000.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This sub-award is entered into by the Texas Parks and Wildlife Department (Department), and the Webb County (Sub-Recipient). This sub-award is funded through Department of the Interior National Park Service 54 U.S.C. 200305 Land and Water Conservation issued to the Department on 07/21/2025

The scope of this Grant Agreement includes:

Webb County will improve 1.84-acre El Cenizo Park, 1-acre Penitas Park, and 8.166-acre Las Blancas Park by installing splash pads at each of the three parks (El Cenizo Park, Penitas Park, and Las Blancas Park); renovate two restrooms; install site furnishings, permanent shade, and additional parking.

El Cenizo Park is located at 3519 Cecilia Lane, El Cenizo, TX 78046.

Penitas Park is located at 452 Rancho Penita Rd., Laredo, TX 78045.

Las Blancas Park is located at 8119 TX-359, Laredo, TX 78043.

An Official Boundary Map that meets program requirements is required before final reimbursement and project closeout. Permanent Public Park & Recreation Dedication. All land or water receiving program assistance shall be dedicated for public park and recreation use in perpetuity. No property acquired or developed with program assistance shall be converted to other than public park and recreation uses without the approval of the Department and the substitution of other park and recreation properties of at least equal fair market value and equivalent park and recreation usefulness.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that is part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. The attached Federal Agreement can be referenced for additional information.

This sub-award is not for research and development.

SECTION 2 - SPECIFIC CONDITIONS

N/A

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

The sub-recipient is authorized to incur pre-award costs up to \$117,000.00 on or after October 1, 2022. Pre-award costs must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award as either Federal reimbursement or Non-Federal cost-share (in accordance with the cost-share ratio).

SECTION 4 - APPROVED INDIRECT COST RATE

N/A

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

Grant Manager:

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

Grant Coordinator:

Andrea Garcia
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
andrea.garcia@tpwd.texas.gov

Audit Team Lead:

Marcy Cavazos Colunga
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512)389-8116
Marcy.CavazosColunga@tpwd.texas.gov

FOR GRANT SUB-RECIPIENT: The Sub-Recipient must request prior written approval from the Department for a change in key personnel identified below.

Official Point of Contact

James Flores
Director of Economic Development
1308 San Agustin Ave
Laredo, Texas, 78040-6309
(956) 523-4605
jflores@webbcountytx.gov

Project Coordinator

James Flores
Director of Economic Development
1308 San Agustin Ave
Laredo, Texas, 78040-6309
(956) 523-4605
jflores@webbcountytx.gov

Fiscal Contact

Kimberly Bautista
Program Administrator
1308 San Agustin Ave
Laredo, Texas, 78040-6309
(956) 523-4605
kibautista@webbcountytx.gov

SECTION 6 – STANDARD FINANCIAL MANAGEMENT CONDITIONS

The term “financial management conditions” refers to generally applicable policies and procedures for the accounting, reporting, and management of grant funds. Failure to follow a state or federal law applicable to the disbursement of grant funds may subject the Sub-Recipient to statutory, common law, and contractual remedies that may include administrative action, suspension of grant payments, termination, and in-eligibility for future grants.

The sub-recipient's financial management system must provide for the following:

- (1) Identification of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number, year the Federal award was issued, and name of the Federal agency or pass-through entity.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements in 2 CFR [200.328](#) and [200.329](#). When a Federal agency or pass-through entity requires reporting on an accrual basis from a subrecipient that maintains its records other than on an accrual basis, the subrecipient is not required to establish an accrual accounting system. This subrecipient may develop accrual data for its reports based on an analysis of the documentation on hand.
- (3) Maintaining records that sufficiently identify the amount, source, and expenditure of Federal funds for Federal awards. These records must contain information necessary to identify Federal awards, authorizations, financial obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.
- (4) Effective control over and accountability for all funds, property, and assets. The subrecipient must safeguard all assets and ensure they are used solely for authorized purposes. See 2 CFR [200.303](#).
- (5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to implement the requirements of [2 CFR 200.305](#).

(7) Written procedures for determining the allowability of costs in accordance with 2 CFR 200 Subpart E and the terms and conditions of the Federal award.

SECTION 7 - AWARD AND PAYMENT

- A. The Department will provide funding to the Sub-Recipient in an amount not to exceed \$585,000.00 for the project described under Section 1-Project Description and Location and in accordance with the Department-approved Budget Summary attached.
- B. The Sub-Recipient shall obtain prior approval from the Department for budget and program revisions and shall request payment via the Department's Recreation Grants Online Grant Management System.
- C. Expenses charged against awards under the Sub-award may not be incurred prior to the beginning of the Sub-award, except as provided for in Section 3- Pre-Award Incurrence of Costs, 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 Sub-Recipient 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.
- D. 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.
- E. The Sub-Recipient must meet their cost share commitment over the life of the award. At least 50.00% non-federal cost-share is required for costs incurred under this Sub-award.
- F. Reimbursement will be the default method of payment.
- G. Any funds paid to the Sub-Recipient exceeding the amount that the Sub-Recipient is determined to be entitled to under the award constitutes a debt to the State of Texas and must be returned.
- H. Payments made for costs determined to be unallowable by the Department must be refunded to the Department.

SECTION 8- PERFORMANCE REPORTING

The Sub-Recipient must submit quarterly performance reports through the Recreation Grants Online System within 30 calendar days after the reporting period. Sub-Recipient must submit the final performance report 90 calendar days after the conclusion of the period of performance. The Department may extend the due date for any performance report with justification from the Sub-Recipient.

When a significant development that could impact the Sub-award occurs between performance reporting due dates, the Sub-Recipient must notify the Department. When significant developments occur that negatively impact the Sub-award, the Sub-Recipient must include information on its plan for corrective action and any assistance needed to resolve the situation.

SECTION 9- DEVIATIONS AND MODIFICATIONS

The Sub-Recipient is required to report deviations from the approved budget, project or program scope, or objective, and request prior approval from the Department for budget and program plan revisions, in accordance with 2 CFR 200.308 Revision of Budget and Program Plans.

This Sub-award 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 Sub-Recipient.

SECTION 10- REMEDIES FOR NON-COMPLIANCE

The Department may implement specific conditions if the Sub-Recipient fails to comply with the U.S. Constitution, Federal and State statutes, regulations or the terms and conditions of the award.

If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold payments until the Sub-Recipient takes corrective action;
- (2) Disallow costs for all or part of the activity associated with the noncompliance of the Sub-Recipient;
- (3) Suspend or terminate the award in part or in its entirety;
- (4) Recommend suspension or debarment proceedings be initiated by the Federal agency.
- (4) Withhold further funds (new awards or continuation funding) for the project or program; and
- (5) Pursue other legally available remedies.

SECTION 11 - TERMINATION

The award may be terminated in part or in its entirety as follows:

- (1) By the Department if the Sub-Recipient fails to comply with the terms and conditions of the Sub-award.
- (2) By the Department with the consent of the Sub-Recipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- (3) By the Sub-Recipient upon sending the Department a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.
- (4) By the Department pursuant to the terms and conditions of the award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

When the award is terminated in part or its entirety, the Department and the Sub-Recipient remain responsible for compliance with the requirements in 2 CFR 200.344 and 200.345.

Notification of Termination Requirement

The Department must provide written notice of termination to the Sub-Recipient unless the award is being terminated by the Sub-Recipient. If the Sub-Recipient initiates the termination of the award, then the Sub-Recipient must provide written notice of the termination to the Department. The written notice of termination should include the reasons for termination, the effective date, and the portion of the award to be terminated, if applicable.

Opportunities to Object, Hearings, and Appeals

Upon initiating a remedy for noncompliance, the Department must provide the Sub-Recipient with an opportunity to object and provide information challenging the action. The Department will comply with any requirements for hearings, appeals, or other administrative proceedings to which the Sub-Recipient is entitled under any statute or rule applicable to the action.

Effects of Suspension and Termination

Costs to the Sub-Recipient resulting from obligations incurred by the Sub-Recipient during a suspension or after the termination of the award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (1) the costs result from obligations that were properly incurred by the Sub-Recipient before the effective date of suspension or termination, and not in anticipation of it; and
- (2) the costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

SECTION 12 - CLOSEOUT

The Department will close out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Sub-Recipient. The Sub-Recipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. The Sub-Recipient must promptly refund any balances of unobligated cash that Department paid in advance or paid and that is not authorized to be retained by the Sub-Recipient for use in other projects. Liquidation of all costs must occur within 90 days of performance period end date. When justified, the Department may approve extensions for the Sub-recipient.

SECTION 13 - RECORDS RETENTION AND ACCESS

The Sub-Recipient must maintain and retain records until the third anniversary of the later date of (1) the grant completion or expiration or (2) the resolution of all issues that arose from any litigation, claim, negotiation,

audit, open records request, administrative review, or other action involving the grant or documents. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records.

The Federal Agency, Department, the State Auditor's Office, or any of their authorized representatives, must have the right to access any documents, papers, financial statements, or other records of the Sub-Recipient pertinent to the Sub-award, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interviewing and having a discussion related to such documents or the Sub-award in general. This right of access is not limited to the required retention period but lasts as long as the records are retained.

SECTION 14 - TERMS OF ACCEPTANCE

By accepting funds under this grant, the Sub-Recipient agrees to comply with the terms and conditions of this Sub-award, the Program Guidance, and 2 CFR 200. Sub-Recipient also agrees to comply with assurances and certifications made in its approved grant application, and applicable federal statutes, regulations and guidelines. Sub-Recipient 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.

Any change in local, state, and federal rules, regulations, or laws applicable to the Program that occurs during the term of the Sub-award shall be automatically incorporated into the Sub-award without written amendment and shall become a part of the Agreement as of the effective date of the rule, regulation, or law.

Signature Authority

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

Entire Agreement; Modifications Must Be in Writing

This Sub-award 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 Sub-award 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 15 – ATTACHMENTS INCORPORATED BY REFERENCE

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

TPWD Approved Budget Summary
TPWD Assurances for Federal Subawards (Signature Required)
TPWD Recipient Monitoring Plan
Working Boundary Map
Land Dedication (Signature Required)
Federal Assurances (Signature Required)
Federal Award
THC Review
TPWD Environmental Review
Rec Grants Manual

SECTION 16 – SIGNATURES

The signed Sub-award must be submitted to Recreation Grants Online within 15 days of the Sub-Recipient's date of signature. If not returned within 120 days of the Date of Issuance, this Sub-award is null and void.

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

TEXAS PARKS AND WILDLIFE DEPARTMENT

Signature: Dana Lagarde

Name and Title: Dana Lagarde Director of Recreation
Grants

Date of Issuance: 11/20/2025

SAM Number, Date, Initials: 11/20/2025 / A.G.

SUB_RECIPIENT NAME: _____

Name and Title: _____

Email: _____

Phone: _____

Date: _____