

TEXAS PARKS AND WILDLIFE

**Recreation Grants
Recreational Trails - OHV Grant Program
STATE GRANT AGREEMENT**

TPWD P.O. Number: CA-0002022

Project Number: OH-19005

Sponsor Name: County of El Paso

Project Name: San Felipe Park OHV Trails (OHV)

Sponsor Unique Entity Identifier: 098970403

Agreement Term/Period of Performance: 08/09/2021 - 06/30/2023

State Share: \$90,000.00

Sponsor Share: \$0.00

Total Project Cost: \$90,000.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This Grant Agreement is entered into by the Texas Parks and Wildlife Department (Department), and the County of El Paso (Sponsor). This award is funded through the Department under the authority of Chapter 29 of the Parks and Wildlife Code.

The scope of this Grant Agreement includes:

This amended agreement supersedes and replaces the agreement between the parties executed on 08/09/2021.

San Felipe Park OHV Trails: Trail master plan and construction- \$90,000.00 (Eligible matching funds for RT19005)

Project Location: 16501 Carlsbad Road, Fabens, TX 79838 in El Paso County.

Latitude: 31.546717

Longitude: -106.0932

This award is not for research and development.

SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT

N/A. None

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

N/A. None

SECTION 4 - 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:

Trey Cooksey
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
albert.cooksey@tpwd.texas.gov

Grant Coordinator:

Erica Keller
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
erica.keller@tpwd.texas.gov

FOR PROJECT SPONSOR:

Official Point of Contact

Veronica Myers
director, county of el paso parks and recreation
500 E. San Antonio Street
El Paso, Texas, 79905
(915) 546-2000
vemyers@epcounty.com

Project Coordinator

Veronica Myers
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Fiscal Contact

Lizeth Veliz
accountant
500 E. San Antonio Street
El Paso, Texas, 79901-2424
(915) 546-2000
lveliz@epcounty.com

SECTION 5 - AWARD AND PAYMENT

- A. The Department will provide funding to the Sponsor in an amount not to exceed \$90,000.00 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. Expenses charged against awards under the Grant Agreement may not be incurred prior to the beginning of the Grant Agreement, unless stipulated 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 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.
- 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 sponsor must meet their cost share commitment (if required) over the life of the grant.

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.
- H. If the Sponsor does not comply with provisions as set forth in the grant project 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 7 – GRANT CLOSEOUT

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

SECTION 8 -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, 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 9 – ATTACHMENTS INCORPORATED BY REFERENCE

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

- OH19005 Approved Budget
- Texas Grant Management Standards
- TPWD Assurances for State Funded Awards
- RTP Instructions for Approved Projects Guidance

SECTION 10 – SIGNATURES

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

TEXAS PARKS AND WILDLIFE DEPARTMENT

County of El Paso

Signature: Trey Cooksey

Name: _____

Date: 06/06/2022

Title: _____

SAM Date/Initials: 06/06/2022 / T.C.

Signature: _____

Federal Aid Date/Initials:

Date: _____

