

TEXAS PARKS AND WILDLIFE

Recreation Grants Branch

RECREATIONAL TRAILS PROGRAM GRANT AGREEMENT

TPWD Contract Number: **514534**

FAIN Number: **48RT15005M94E**

Unique Entity Identifier (DUNS): **074183351**

CFDA: **20.219**

Project Number: **RT015005**

Sponsor Name: **CITY OF DEER PARK**

Project Name: **NORTH EAST HIKE AND BIKE TRAIL**

Project Period: **FROM 04-05-2018 TO 06-30-2022**

Total Project Cost: **\$250,000.00**

Approved Federal Funds: **\$200,000.00 (80%)**

PROJECT SCOPE AND LOCATION:

This subaward is funded through the Federal Highway Administration (hereinafter **FHWA**), Grant **RT15005** to the **City of Deer Park** (hereinafter **Sponsor**) for the construction and renovation of **new 2.6 miles +/- recreational trail, signs, trailheads, benches, water fountains, bike racks, resource surveys and engineering at North East Hike and Bike Trail** under the authority of the Recreational Trails Grant Program, (CFDA# 20.219) issued to Texas Parks and Wildlife Department, Recreational Trails Program (hereinafter **TPWD**) on date of award **April 05, 2018**. All publications arising from this project shall acknowledge TPWD, as well as FHWA, as funding sources.

Sponsor is authorized to construct new 2.6 miles +/- recreational trail, signs, trailheads, benches, water fountains, bike racks, resource surveys and engineering at North East Hike and Bike Trail in Deer Park, Texas.

TPWD and Sponsor agree that the total cost of the Project is Two Hundred Fifty Thousand Dollars (\$250,000.00) and that reimbursement to Sponsor for work performed under this agreement will not exceed Eighty Percent (80%) of the project cost up to the grant funds approved, Two Hundred Thousand Dollars (\$200,000.00). Sponsor will be paid up to \$200,000.00 after submitting acceptable billings to TPWD for approved work.

Location of the project is in **Deer Park, Texas.**

This grant agreement (hereinafter **Agreement**), as defined in 2 CFR, 200.51, is made and entered into by and between the **TPWD** and the **Sponsor**, with respect to the above described project (hereinafter **Project**) as follows:

1. This grant is approved to construct **new 2.6 miles +/- recreational trail, signs, trailheads, benches, water fountains, bike racks, resource surveys and engineering at North East Hike and Bike Trail in Deer Park, Texas.** **Sponsor** shall submit to **TPWD** any required resource surveys, an aerial or satellite image, and ground-level color digital photos, which together show precise locations of all project components before the project begins. Work on the ground (construction) may not proceed until these documents are approved by the **TPWD**. **Any construction costs incurred prior to the receipt of the Notice to Proceed with construction will not be eligible for reimbursement.**
2. **Sponsor** agrees to submit complete signed and sealed construction plans and specifications to **TPWD** and to construct the Project as specified in this agreement; and **register the Project with the Texas Department of Licensing and Regulation (TDLR) – “Elimination of Architectural Barriers Program.”**
3. All construction shall be in compliance with all laws and regulations duly adopted by governmental agencies of competent jurisdiction including meeting current Americans with Disabilities Act compliance for Outdoor Developed Areas.
4. Any cultural and/or paleontological resource (historic or prehistoric site or object) that is discovered by the **Sponsor**, or any person working on the **Sponsor's** behalf, shall be immediately reported to **TPWD/FHWA** and the State Historic Preservation Officer. The **Sponsor** shall stop all operations in the area of potential effect until written authorization to proceed is issued by the **TPWD/FHWA** after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.
5. After completion of the Project and final payment by **TPWD**, **Sponsor** shall assume sole responsibility for facility operation including area security and/or surveillance, maintenance and repairs for a minimum of twenty (20) years.
6. Local regulations may be adopted by **Sponsor** pursuant to Section 31.092 of the Parks and Wildlife Code. It is understood and agreed that **Sponsor** shall not designate public space served by the Project as areas restricted from use by the general public without **TPWD** approval. Violation of this covenant by **Sponsor** shall require 100% reimbursement to **TPWD** of the costs of the Project.
7. This project is being funded with federal funds generated by a rebate of off-highway vehicle fuel tax through the Recreational Trail Program administered by **TPWD**. As such, the property must be open to the general public and maintained for a minimum of twenty years.
8. **TPWD** will provide the **Sponsor** with advisory assistance within its capabilities.
9. **Sponsor** shall submit Performance reports (status reports) through the Recreation Grants Online (RGO) system (<https://tpwd-recgrants.fluidreview.com>). Performance reports are

due on 15th day of the month following the end of each calendar quarter. Reports must contain sufficient text and photographic detail to inform **TPWD** of the current status of the grant project components. Each report must contain clear color ground-level digital photos of the work site and each project component at the time the report is written and approved. The report must describe in detail any progress, delays or problems occurring within the grant period covered by the report. The final Performance report must summarize all work completed (or not completed) and contain photos showing the overall site, and the site of each individual project component, both before work began and after the project is completed.

10. The **Sponsor** will submit financial reports with each reimbursement request submitted quarterly through the RGO system. The reports should be in the form of an updated budget summary of the project elements showing total costs to date. Frequency of submission of reimbursement requests can be as needed, but they should be submitted at least quarterly to show financial activity of the grant.
11. Cost Sharing or Match: The minimum non-federal match requirement is 20% of total cumulative expenditures. No more than 80% of cumulative costs will be reimbursed.
12. Under the terms and conditions of this award, Sponsor must maintain an active System for Award Management (SAM) registration at <https://www.sam.gov/portal/public/SAM/> until the final financial report is submitted or final payment is received, whichever is later. If Sponsor's SAM registration expires during the required period, the FHWA will suspend payment under this and all other FHWA awards to Sponsor until it updates its SAM registration
13. **TPWD** will perform a final site inspection at the completion of the project. Progress inspections may be performed at the discretion of **TPWD**.
14. **Sponsor** will maintain adequate records to support all claims for reimbursement and submit to **TPWD** copies of all expenditures to be charged against the Project. Financial records shall be retained by **Sponsor** for three years (3) after satisfaction of all Uniform Administrative Requirements for Grants and Cooperative agreements to State and Local Governments. Other records such as construction plans and this agreement shall be maintained for the period specified in 2 CFR 200.333 Retention requirements for records.
15. **Sponsor** understands that acceptance of funds under this agreement acts as acceptance of the authority of the State Auditor's Office, **TPWD** or any successor agency, to conduct an audit or investigation in connection with those funds. **Sponsor** further agrees to cooperate fully with the State Auditor's Office, **TPWD** or any successor in the conduct of the audit or investigation, including providing all records requested. **Sponsor** will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through **Sponsor** and the requirement to cooperate is included in any subcontract it awards. This right to audit provision includes the right of the applicable federal agencies and the federal Office of the Inspector General to audit.
16. Amendments or change orders to this agreement shall be requested in writing by the Sponsor and submitted through the RGO system. **TPWD** will review and approve or disapprove amendments or change orders in concurrence with **FHWA**.

17. In the event the cost of construction is below the maximum amount authorized, the Sponsor may, at its discretion, include additional improvements or appurtenances on each designated site as long as the Project total cost figures are not exceeded; provided, however, such improvements or appurtenances are first approved in writing by **TPWD** and **FHWA**.
18. Awards are based on the application and supporting documentation submitted to and approved by **TPWD** and **FHWA**. Acceptance of this grant carries with it the responsibility to be aware of and comply with Program legislation, Federal regulations, special award terms, conditions and provisions including the Assurances - Constructions Programs (SF 424D), which are attached and made part of this Agreement. Acceptance is defined as the start of work, drawing down of funds, or accepting the award via electronic means.
19. To the extent allowable by law, sponsor shall defend, indemnify, and hold harmless the state of Texas, its officers, and employees, and the department, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of sponsor or any agent, employee, subcontractor, or supplier of sponsor in the execution or performance of this agreement, sponsor shall coordinate its defense with the Texas Attorney General as requested by the department.
20. **TPWD** may temporarily suspend **FHWA** assistance under the Project pending corrective action by the **Sponsor** or pending a decision to terminate the grant by **TPWD**.
21. The **Sponsor** may unilaterally terminate the project at any time prior to the first payment on the Project. After the initial payment, the project may be terminated, modified, or amended by the **Sponsor** only by mutual agreement with **TPWD** and **FHWA**.
22. **TPWD** 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. **TPWD** 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 **TPWD** under projects terminated for cause shall be handled in accord with the legal rights and liabilities of the parties.
23. **TPWD** or **Sponsor** may terminate the Agreement 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. **TPWD** may allow full credit to the **Sponsor** for the State share of the non-cancelable obligations, property incurred by the **Sponsor**, pending written receipt detailing the reasons and effective date of termination. Payments made to the **Sponsor** or recoveries by **TPWD** under projects terminated for cause shall be handled in accord with the legal rights and liabilities of the parties.

24. 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 **TPWD**, or that all funds provided by **TPWD** be returned.
25. This Agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to the **TPWD**.
26. **Sponsor** must disclose, in a timely manner and, in writing to **TPWD** all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in any of the remedies described in § 2 CFR 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321).
27. **Whistleblower Rights and Requirements:** 41 U.S.C. 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:
 - (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
 - (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
 - (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
28. **U.S. Department of Homeland Security's E-Verify System:** By entering into this Agreement, the **Sponsor** certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
 - a) All persons employed to perform duties within Texas, during the term of the Agreement; and
 - b) All persons (including subcontractors) assigned by the Sponsor to perform work pursuant to the Agreement, within the United States of America.

The **Sponsor** shall provide, upon request of **TPWD**, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Sponsor, and Sponsor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the **Sponsor** may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.

29. The Agreement is effective upon execution by both parties.

TEXAS PARKS AND WILDLIFE DEPARTMENT

Trey
Cooksey

Digitally signed by Trey Cooksey
DN: cn=Trey Cooksey,
o=Recreation Grants, ou=TPWD,
email=trey.cooksey@tpwd.texas.
gov, c=US
Date: 2018.09.12 14:03:30 -05'00'

by

Trey Cooksey, Recreational Trail Program Manager

Name and Title

09/12/2018

Date of Signature

CITY OF DEER PARK

by

T. Charles Spivey

Name and Title

Director

10.1.18

Date of Signature



SAM Date/Initials 49TZ2 09.11.18 to



Federal Aid Date/Initials 09 9/11/18