

TPWD Contract Number: _____
HC Contract Number: _____

THE STATE OF TEXAS

INTERLOCAL COOPERATION CONTRACT

COUNTY OF TRAVIS

This Contract is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Parks and Wildlife Department ("TPWD" or "Receiving Agency")

The Performing Entity: Harris County ("HC" or "Performing Entity")

II. STATEMENT OF SERVICES TO BE PERFORMED:

HC shall conduct the project entitled "Hill at Sims" as per proposal attached hereto as Attachment A and incorporated herein for all purposes. The objective of this project is to provide public access to the Hill at Sims Detention Basin and provide new fishing opportunities with the introduction of accessible water access piers.

Project Coordinator: At least one (1) TPWD employee will serve as a project coordinator. The project coordinator shall monitor progress of the project.

Funding and Acknowledgment: This project is funded by the TPWD Habitat and Angler Access Program (HAAP). TPWD will provide HC with signage that shall be installed by HC at the project site to acknowledge the source of funding for the project. Any related publications, web pages, media releases, or other information showcasing the project shall acknowledge that the project was supported by the TPWD Habitat and Angler Access Program.

TPWD Logo Use: TPWD hereby authorizes HC to use the TPWD HAAP logo in accordance with the TPWD Logo Use Agreement attached as Attachment B and incorporated herein for all purposes. The use of the TPWD HAAP logo in association with this Contract is for the sole purpose of identifying TPWD as the funding source for this Project. The TPWD Logo Use Agreement shall be executed by HC.

Performance Reports: HC shall prepare and submit a Final Report, following guidelines provided by TPWD, at the completion of the project or no later than **September 30, 2025**.

Report Format and Submission: Reports shall be presented via digital media or as specified by TPWD. Upon receipt of these reports, TPWD will review and make comments as needed. TPWD will forward any revision requests and comments, if any, to HC's Project Coordinator (named below, Section IX) who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

Equipment and Supplies: Equipment and supplies purchased under this Contract shall be used, managed, and disposed of in accordance with the Texas Grant Management Standards (TxGMS). Property records must be maintained on all capitalized or controlled property and equipment that include a description of the property, a serial number or other identification that holds title, the acquisition date, and cost of the property. These records must be provided to TPWD at time of acquisition. At least every two years and/or at project closeout a physical inventory of the property must be taken and the results reconciled with property records. TPWD will determine appropriate disposition of such property in accordance with TxGMS.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See Budget in Attachment A for details.

Cost Restrictions: Allowable costs are restricted to those that comply with TxGMS and additional state and federal rules and laws. The Parties agree that all the requirements of the TxGMS apply to this Contract, including the criteria for allowable costs.

Revisions: Certain types of post-award changes in the project may require the prior written approval by TPWD. Requests for changes can be submitted to the TPWD Contract Point of Contact for review.

Budget Revisions: HC may make adjustment(s) among approved cost categories without prior approval from TPWD only if total dollar figure for adjustments does not exceed five percent (5%) of total annual reimbursable budget. However, certain types of post-award changes in budgets and projects shall require prior written approval. Requests for budget revisions shall be submitted to tpwd.contracting@tpwd.texas.gov for review.

Travel: Expenditures for travel and travel-related expenses that are eligible for reimbursement will be reimbursed at the official rate authorized by the State of Texas located at <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>. Such cost must be charged on an actual cost basis up to, but not to exceed, the per diem rates as applicable. *Certain expenditures may be reimbursed at either an actual cost basis or the per diem rates according to the Performing Entity's travel policy.*

Tips or gratuities and purchase of alcohol are not reimbursable expenses.

Backup documentation as required by the Performing Entity's travel policy must be submitted with reimbursement request. It is the Performing Entity's responsibility to notify TPWD of any changes to their travel policy.

Materials and Supplies: The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement.

Indirect Cost: No indirect costs are associated or will be reimbursed with this Contract.

Reimbursement Conditions: Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

IV. CONTRACT AMOUNT:

The total reimbursable amount of this Contract shall not exceed **\$ 59,258.04 (fifty-nine thousand two hundred fifty-eight dollars and four cents).**

Budgeted monies not spent in a given fiscal year are not eligible to be rolled over to the following fiscal year(s).

Fund availability for this contract is dependent on a funding source which is approved on a fiscal year (9/1 – 8/31) basis. Consequently, this contract is subject to cancellation, without penalty, either in whole or in part, if those funds are unavailable to TPWD.

HC is responsible for providing all remaining funds needed to complete the Hill at Sims Habitat Restoration/Enhancement and Angler Access Project per the Statement of Work and Budget in Attachment A.

V. PAYMENT FOR SERVICES:

TPWD shall pay for services received from appropriation items or accounts of TPWD from which like expenditures would normally be paid, based upon vouchers drawn by TPWD payable to HC.

For payment purposes, HC (Entity receiving payment) shall submit to TPWD (agency making payment) an invoice with the HC's RTI (for funds transfer between state agencies at the Treasury) or a Purchase Voucher (for deposit in local bank account). TPWD will enter payment information into USAS. This shall be recorded by TPWD in USAS as a state pass through, expenditure code 7612.

Payments received by HC shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Any excess costs over the TPWD contribution toward one awarded contract cannot be submitted for reimbursement against another contract.

Ten Percent (10%) of fiscal year funds will be held until receipt and acceptance of annual/final report by TPWD. TPWD will reimburse HC for one hundred percent (100%) of each invoice submitted up to ninety (90%) of the project budget.

VI. INVOICING:

INVOICES WILL BE SENT TO:

Texas Parks and Wildlife Department
Attn: Niki.Ragan@tpwd.texas.gov

Invoice Schedule: Invoices for services performed shall be billed no less than **Quarterly**. Quarterly invoices shall correspond to the State of Texas fiscal year as follows:

Invoice Quarter	Period of Expenditures	Due On or Before
1st Quarter	September 1 st – November 30 th	January 29 th
2nd Quarter	December 1 st - February 28 th	April 29 th
3rd Quarter	March 1 st – May 31 st	July 30 th
4th Quarter	June 1 st – August 31 st	October 31 st

Invoices submitted that cross fiscal years (9/1 – 8/31) will be returned to HC for modification and resubmission.

Reimbursement requests shall be submitted on TPWD's Vendor Invoice – GA123; invoice available for download at <http://tpwd.texas.gov/business/grants/>. A sample invoice is attached hereto as Attachment C.

Documentation Requirements: Invoices shall detail each expense by Budget category in accordance with Attachment A and shall be supported by appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the costs incurred (**i.e. actual cost receipts from vendors for all expenditure line items including meals, incidentals, lodging, purchases of supplies/equipment**) during the invoiced period.

If the invoice or backup documentation is not complete it will delay the processing of the invoice.

All invoices and reports must be received within 60 days of end of each fiscal year or termination of contract. Invoices not received within this time frame may not be paid.

VII. CONTRACT CLOSEOUT:

HC must account for any real and personal property acquired with Contract funds or received from TPWD. TPWD will determine appropriate disposition of such property in accordance with TxGMS requirements.

HC must submit to TPWD, no later than 60 calendar days after the end date of the period of performance unless otherwise specified, all financial, performance, property, and other reports as required by the terms and conditions of this Contract. TPWD will close-out the project when it determines that all applicable administrative actions and all required work of the Contract have been completed by HC. If TPWD determines that all applicable administrative actions and all required work of the Contract have been completed, the final 10% of Fiscal year funds that were held will be released. TPWD will make prompt payments to HC for allowable reimbursable costs under the Contract being closed out.

VIII. CONTRACT ADMINISTRATION:

TPWD Project Coordinator
Niki Ragan-Harbison
District Supervisor
College Station - Houston District
261 Aquatic Facility Road,
Snook, Texas 77878
Niki.Ragan@tpwd.texas.gov
979-272-1430 ext. 221
Fax: 979-272-1459

TPWD Contract Point of Contact
Debra Borrego, CTCM
Contract Specialist
4200 Smith School Road
Austin, Texas 78744
512-389-4574
Tpwd.contracting@tpwd.texas.gov

HC Project Coordinator
Megan Palathra
Project Coordinator
Harris County Precinct One
Megan.Palathra@cp1.hctx.net
713-274-0943

HC Contract Point of Contact
Lina Hidalgo
Harris County Judge
1001 Preston, Suite 911
Houston, Texas 77002
judge.hidalgo@harriscountytexas.gov
713-274-7000

IX. TERM OF CONTRACT:

This Contract is to begin **upon signature** and shall terminate on **August 31, 2025**.

Pre-award costs as of **September 1, 2024** are allowable only to the extent that they would have been allowable if incurred after the date of execution. All pre-award costs incurred by HC are incurred at HC's risk.

An extension to this contract may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

This contract 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 TPWD.

X. DEFINITIONS:

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. Capitalized Property is real or personal property that have an estimated life of greater than one year. A capital asset has a value equal to or greater than the capitalization threshold established for that asset type.
- B. Controlled Property is a capital asset that has a value less than the capitalization threshold established for that asset type; however, due to its high-risk threshold, it is required to be reported to SPA. The Comptrollers controlled assets list can be found online at: https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/appa_6.php.
- C. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Performing Entity.
- D. Deliverables means the work product(s) required to be submitted to TPWD as set forth in the Work Plan.
- E. Equipment means tangible personal property having a useful life of more than one (1) year and an acquisition cost of at least Five Thousand Dollars (\$5,000).
- F. Final Report means a written report that must be received by TPWD upon completion of the Work Plan, as set forth herein.
- G. Public Information Act means Chapter 552 of the Texas Government Code.

- H. Work Plan means the statement of work and special conditions, if any, contained in Attachment A.
- I. TxGMS means Texas Grant Management Standards – the terms of which shall control for purposes of this Contract (<https://comptroller.texas.gov/purchasing/grant-management/>)

XI. GENERAL TERMS AND CONDITIONS:

Abandonment or Default: If Performing Entity defaults on the contract, TPWD reserves the right to cancel this Contract without notice.

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Unilateral Amendment: TPWD may issue a unilateral amendment, which does not require the Performing Entity's signature, under circumstances that include the following: correcting an obvious clerical error in the contract; incorporating new or revised federal or state laws, regulations, rules, or policies; and/or amending the name and address of a contact.

Texas Public Information Act: The Performing Entity is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. If the Performing Entity receives any requests for information created pursuant to or that pertains to this contract, Performing Entity will immediately notify TPWD, no later than three (3) business days after receiving the request. No public disclosures or news releases pertaining to this contract shall be made without prior written approval of TPWD as allowed by the laws of the State of Texas.

Right to Audit / Records Retention: Performing Entity understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency or federal agency with audit authority, to conduct an audit or investigation in connection with those funds. Performing Entity further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Performing Entity shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Performing Entity and the requirement to cooperate is included in any subcontract it awards. Performing Entity shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Performing Entity's funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Performing Entity shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Performing Entity shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Performing Entity and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit.

Disallowed Costs: The Performing Entity is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Supplies: If Performing Entity has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value, Performing Entity will notify TPWD and get instructions for disposition.

Dispute Resolution: Any disputes arising from this Contract shall be resolved using Chapter 2009 of the Texas Government Code.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Entity's substandard performance or any non-conformity with this Contract or the law.

Performing Entity shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Entity from liability for losses under this Contract.

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: TPWD may, by written notice of default to the Performing Entity, terminate this Contract, in whole or in part, for cause if the Performing Entity fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the Performing Entity of intent to terminate, and TPWD will provide the Performing Entity with an opportunity for consultation with TPWD prior to termination.

Upon receipt of written notice to terminate, the Performing Entity shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Performing Entity in performing this Contract, whether completed or in process.

Termination for Convenience: Performing Entity may terminate this Contract with thirty (30) days written notice if circumstances beyond its control prevent its fulfillment of the Contract. Performing Entity shall notify TPWD in writing of the reasons for and the effective date of termination. TPWD will submit such documentation to USFWS.

Upon its delivery of written notice to terminate, Performing Entity shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Performing Entity in performing this Contract, whether completed or in process.

In the event of termination for any reason, the Performing Entity shall be paid for all work satisfactorily completed to the date of termination and for any non-cancelable obligations related to the Contract, such reimbursement not to exceed the total amount specified in this Contract.

Non-discrimination: The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

U.S. Department of Homeland Security's E-Verify System: By entering into this Contract, the Performing Entity certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, 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 Contract; and
- b) All persons (including subcontractors) assigned by the Performing Entity to perform work pursuant to the Contract, within the United States of America.

The Performing Entity 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 Performing Entity, and Performing Entity's subcontractors, as proof that this provision is being followed.

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

Cultural and/or Paleontological Resources: Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Performing Entity, or any person working on the Performing Entity's behalf, shall be immediately reported to TPWD and the State Historic Preservation Officer (SHPO). The Performing Entity shall stop all operations in the area of potential effect until written authorization to proceed is issued by TPWD and SHPO after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values.

Assignment: The Performing Entity shall not assign or subcontract the whole or any part of the Contract without TPWD's prior written consent.

Entire Agreement; Modifications: The Contract supersedes all prior agreements, written or oral, between Performing Entity and TPWD and will constitute the entire Contract and understanding between the parties with respect to the subject matter hereof. The Contract and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TPWD and Performing Entity.

Venue and Governing Law: This Contract shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Contract shall be Travis County.

Availability of Funds: The contract is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state or federal funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated or available funds which would render TPWD's or Performing Entity's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to Performing Entity for any damages, that are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

Proprietary or Confidential Information: Performing Entity will not disclose any information to which it is privy under this Contract without the prior consent of TPWD.

Identification of Confidential Information: Confidential Information disclosed that Discloser, in good faith, regards as confidential and/or proprietary shall be clearly marked as "Confidential," "Proprietary," or bear any other appropriate notice indicating the sensitive nature of such Confidential Information. Any Confidential Information not easily marked, including Confidential Information which may be orally disclosed, shall, within thirty (30) days of its disclosure, be summarized in writing and designated confidential by Discloser. Confidential Information shall not be afforded the protection of this Contract if such Confidential Information:

- a) **has been, is now, or later becomes publicly available through no fault of Recipient;**
- b) **has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by Discloser;**
- c) **has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;**
- d) **was known to Recipient prior to the date it received such Confidential Information from Discloser in a capacity without restriction or limitation on its dissemination;**
- e) **has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records; or**
- f) **must be disclosed pursuant to law or court order, including the Public Information Act, provided the Receiver shall, whenever practicable, promptly notify Discloser.**

Publication: Either Party may publish its results from this research project, subject to applicable landowner permission restrictions and any other restrictions contained herein. However, the publishing Party shall provide the other Party a thirty day (30) period in which to review proposed publications, identify proprietary or confidential information, and to submit comments. The publishing Party will give full consideration to all comments before publication and will be responsible for ensuring compliance with landowner permission restrictions.

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion: Performing Entity certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that the Performing Entity is in compliance with the State of Texas statutes and rules relating to procurement and that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Severability: Each provision of this Contract is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid,

unlawful or unenforceable.

System for Award Management (SAM): Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of an entity using the Federal System for Award Management (SAM). This is a Federal government maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to a Performing Entity whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

Conflict of interest: The Performing Entity must disclose in writing any potential conflict of interest to TPWD in accordance with applicable awarding agency policy.

Child Support Obligation: Performing Entity represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Executive Head of a State Agency Affirmation: In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Performing Entity certifies that it is not (1) the executive head of TPWD, (2) a person who at any time during the four years before the date of the contract or grant was the executive head of TPWD, or (3) a person who employs a current or former executive head of TPWD.

Open Meetings: If the Performing Entity is a governmental entity, Performing Entity represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Public Camping Ban: Performing Entity certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Local Government Code §364.003. If Performing Entity is currently being sued under the provisions of Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Performing Entity must immediately disclose the lawsuit and its current posture to TPWD.

Reporting Suspected Fraud and Unlawful Conduct: Performing Entity represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

[Signature page follows.]

The undersigned contracting parties do hereby certify that the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected government entities.

RECEIVING AGENCY

PERFORMING ENTITY

TEXAS PARKS AND WILDLIFE DEPARTMENT

HARRIS COUNTY

By: _____
Debra Borrego, CTCM
Contract Specialist

By: _____
Judge Lina Hidalgo

Date: _____
SAM
UEID: EVA9NVGH2K85

Date: _____
SAM
UEID: JFMKAENLGN81

Habitat and Angler Access Program

Scope of Work

The Scope of Work allows the applicant to provide greater detail on the proposed project that they might not have been able to include in the proposal with a 4-page limit. The Scope of Work also requires more specific project area and budget details. Please complete all sections of the Scope of Work form and submit along with items listed in the Scope of Work Submission Checklist in this form.

Applying Organization:

Project Contact:

Niki Ragan-Harbison
District Supervisor
College Station - Houston District
Texas Parks & Wildlife Department
Niki.Ragan@tpwd.texas.gov
Office: 979-272-1430 ext. 221
Fax: 979-272-1459

Partner Contact(s):

Megan Palathra
Project Coordinator
Harris County Precinct One
Megan.Palathra@cp1.hctx.net
Office: 713-274-0943
Mobile: 832-248-0375

Project Location: Please provide the name of the waterbody, county, nearest city, and [Fisheries Management District](#) in which the proposed project will occur.

Waterbody: Hill at Sims Detention Basin (C500-03-00)

County: Harris County

City: City of Houston

Fisheries Management District: College Station/Houston

Project Type:

- ☐ Habitat Restoration or Enhancement
☐ Shoreline and Bank Angler Access
☒ Both Habitat Restoration/Enhancement and Shoreline and Bank Angler Access

Project Summary:

This proposal is seeking partial funding for construction of Phase I of the Hill at Sims, an initiative by Harris County Precinct One to transform the 100-acre regional detention basin into a nature centered public park. A 2019 study sought public input to understand communities' priorities which include respecting and enhancing the natural character of the site, providing neighborhood connections, offering a variety of recreational opportunities for all ages and abilities, and creating a project that reflects the values and culture of the surrounding communities.

Phase I will support angler access by providing 4.1 miles of trails that connect throughout the site. ADA accessible trails will connect pedestrians to a water access pier for fishing, hilltop overlook structure, entry plaza, and parking. Other elements include four additional informal fishing areas, interpretive signage, benches, trash cans, a water fountain, and an ecological restoration plan to support and improve the site's ecological health.

Three additional phases will provide a pedestrian bridge across Sims Bayou, an educational nature center pavilion, restrooms, picnic areas, additional plantings and site furnishings. A vacant 150-acre parcel to the south is currently in the study phase.

Project Need:

Once complete, the Hill at Sims will provide outdoor access and educational opportunities well within one-hour of downtown Houston, approximately 20 minutes by car. This request will cover angling access within the ponds located at the Hill at Sims. Based on a contour map, which can be found in the map section of this proposal, the ponds lack shelves and have minimal topographic variation. In addition, there is very little aquatic vegetation found within the waterbodies and no large woody debris. The ponds lack large structure for ambush predators, spawning habitat for catfishes, and native aquatic vegetation. With this grant, we aim to address the deficiency through the addition of native aquatic vegetation plantings. Natural brush piles and root wads will be added as fish attractors when construction during the other phases allows for materials to be acquired and retired concrete culverts will be repurposed as catfish spawning habitat as they are made available.

Within a 15-minute drive from the project site, or a 5-mile radius (Figure 1), there are approximately 300,00 residents. Within this radius, there are currently two community fishing lakes located within Tom Bass Regional Parks I, II, and III (Figure 1). The Hill at Sims will be added as a community fishing lake that will provide bank fishing as well as an ADA-accessible fishing pier.

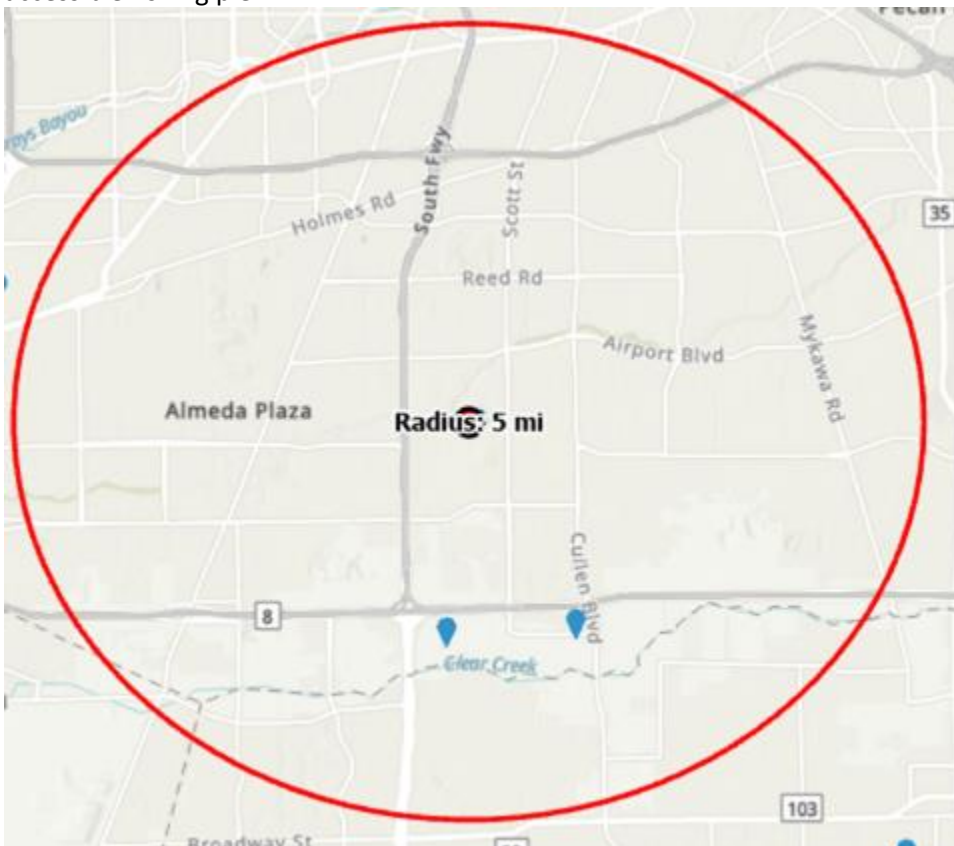


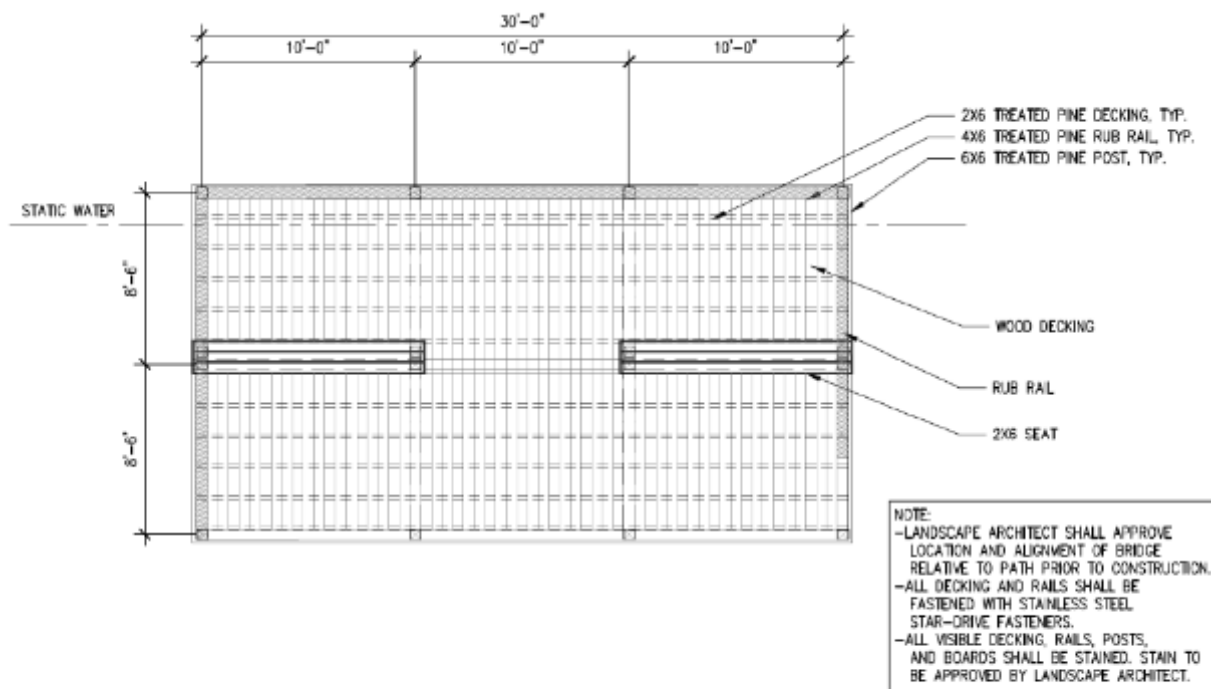
Figure 1. Radius of 5 miles from the Hill at Sims location. The two additional blue pins show the other community fishing lakes within this radius at Tom Bass Parks I and III.

Project Objectives:

Currently, there is no public access to the site. Funding from this proposal will provide public access to the basin and provide new fishing opportunities with the introduction of the following:

- One 30'x17' ADA-accessible water access pier constructed with TimberTech or treated pine lumber with concrete footings. It will feature two benches and a rub-rail around the perimeter (Figure 2).
- Additional add on as of February 2025- 4.5 inch sidewalk from the path to the fishing pier will be constructed. Pricing includes construction and site preparation (Figure 5).

Matching funds will be used to construct the parking lot and 0.55 miles of ADA-accessible trails to the water access pier. It will also fund native plantings at the water access pier which will provide habitat for both invertebrates and fishes as well as reduce erosion. Other amenities included in this phase include benches, trash cans, interpretive signage, a water fountain, and additional native plantings.



2 PLAN - WATER OVERLOOK
1/4" = 1'-0"

Figure 2: Plan view detail of water access pier with dimensions

Community Details

According to H-GAC's Regional Equity Tool, the proposed project will serve approximately 10,710 people within 0.5 miles, where approximately 72% of residents are African American and 20% are Hispanic ([2021 data](#)). Nearby block groups experience high percentages of individuals and families with Low-Moderate Incomes (LMI), see below map from [H-GAC's LMI Summary Map](#) (Figure 3).

LMI by Block Group

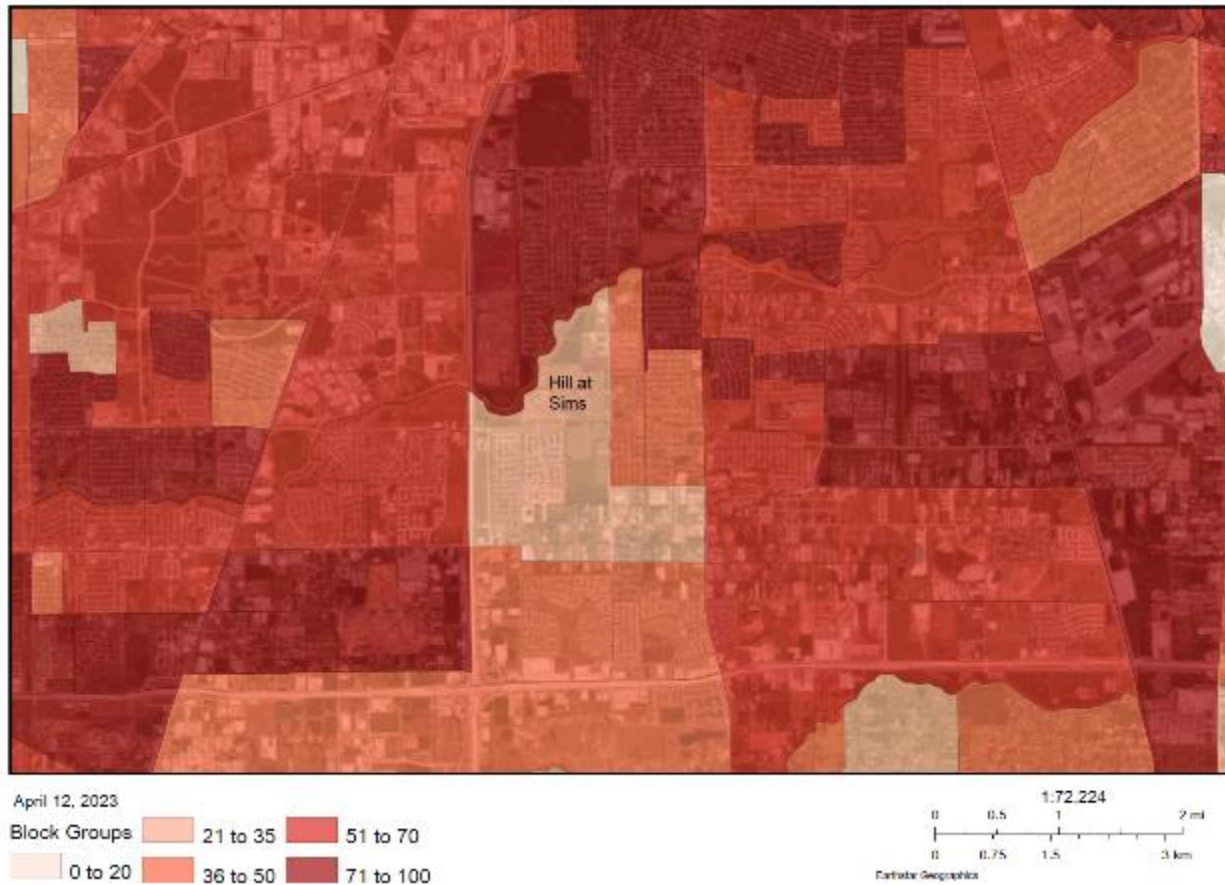


Figure 3: Percentages of Low-Moderate Income People per Block Group

Partnerships and Outreach

The Nature Heritage Society, a local non-profit, offers environmental education programming at the site (nature walks, flora/fauna identification, bird watching, etc.) and has been actively engaged in the design of the park. An increase in utilization of the site, including fishing activities, is anticipated with this group and others, including the nearby KIPP Sunnyside school.

With its central location and associated amenities, the Hill at Sims could offer numerous other groups the opportunity to host outdoor educational programming. The nature center pavilion is being designed to accommodate basin sinks, instructional area, and other amenities to support environmental education activities. Precinct One's Environmental Education program envisions the Hill at Sims as a learning lab for aquatic outdoor programs and is considering the possibility of relocating its annual Fish Fest to this site, an event that teaches children how to fish.

Project Monitoring and Evaluation:

The project will be monitored for pier use by the local TPWD office and Precinct One park staff. Once construction is complete, park staff will be at the park a minimum of two times per day and can provide usage estimates to TPWD. The native aquatic vegetation will be monitored at the end of each growing season by the local TPWD office.

Project Maps:



Figure 4: General area map showing locations of the fishing pier as well as additional fishing locations in the form of large, flat boulders placed at the shoreline (Larger version included in attachments.)

Timeline:

The amenities included in this request are part of Phase I of the overall Hill at Sims project which is currently in construction. Completion is anticipated by the end of 2025. The project within the HAAP scope will begin within Texas Parks and Wildlife 2025 fiscal year starting November of 2024 and will be completed by August of 2025.

This phase is one of three phases of the overall Hill at Sims project which are currently in construction or complete. A fourth phase, to develop the 150-acre parcel to the south of the basin, is currently in the study phase. Three of the four phases are scheduled to be completed by the end of 2025.

Budget Narrative:

The angler access amenities in this proposal are part of Phase I construction, currently at \$11.1 million.

WATER ACCESS PIER

Structure (Complete in Place)	\$ 48,008.00
Water Access Pier Subtotal	\$ 48,008.00

CONCRETE SIDEWALK

4.5-inch reinforced sidewalk including excavation haul off and disposal

Concrete Sidewalk Subtotal	\$ 11,250.04
	\$ 59,258.04

Budget Narrative for Contractual Costs/TPWD Reimbursement

X

Contract Point-of-Contact

Printed Name: Lina Hidalgo
Job Title: Harris County Judge
Email: judge.hidalgo@harriscountytexas.gov
Work Phone: 713-274-7000

Site Photographs:



Figure 7: Drone view of the Hill at Sims Detention Basin along Scott Street in Houston, TX



Figure 8: Proposed location of water access pier along ADA accessible route

Scope of Work Submission Checklist:

- ☒ Scope of Work form
- ☒ Project location map (shows location of project within waterbody).
- ☒ Project detail map (shows areas where various restoration or construction actions will occur).

Google Earth KML or ESRI Shapefiles are required.

- ☒ Site photographs
- ☒ Authorization letter, if the applicant is not the controlling authority of the water body.
- ☒ Supporting compliance documentation (if applicable; i.e., U.S. Army Corps of Engineers correspondence, Texas Historical Commission, Texas Commission on Environmental Quality, Texas General Land Office, TPWD permits, etc.)
- ☒ Documentation of proposed match (e.g., letter of intent to provide funds, materials, etc.).
- ☒ Completed budget template.

Budget Template:

The budget template (use file attached by clicking icon) should be itemized and list specific expenses under “Justification.” **Please note, this budget template will need to be signed by your partners.** This may be submitted as a separate file with the updated Scope of Work.

A completed Scope of Work with budget for each approved project is due by **5:00 PM Central Standard Time on 9/22/2023.**

Please submit completed Scope of Work form and supporting documents via email to FishGrants@tpwd.texas.gov.

Email attachments are limited to 30 MB per email. If submitting Scope of Work and supporting documents in multiple emails, notify FishGrants@tpwd.texas.gov to expect multiple emails. **Note:** TPWD email system does not support .zip files.

Additional Site Photos:



Aerial view of the site with downtown Houston in the background.



Scavenger hunt community engagement event at the site in fall 2022.



Community walk at the site in partnership with Nature Heritage Society.



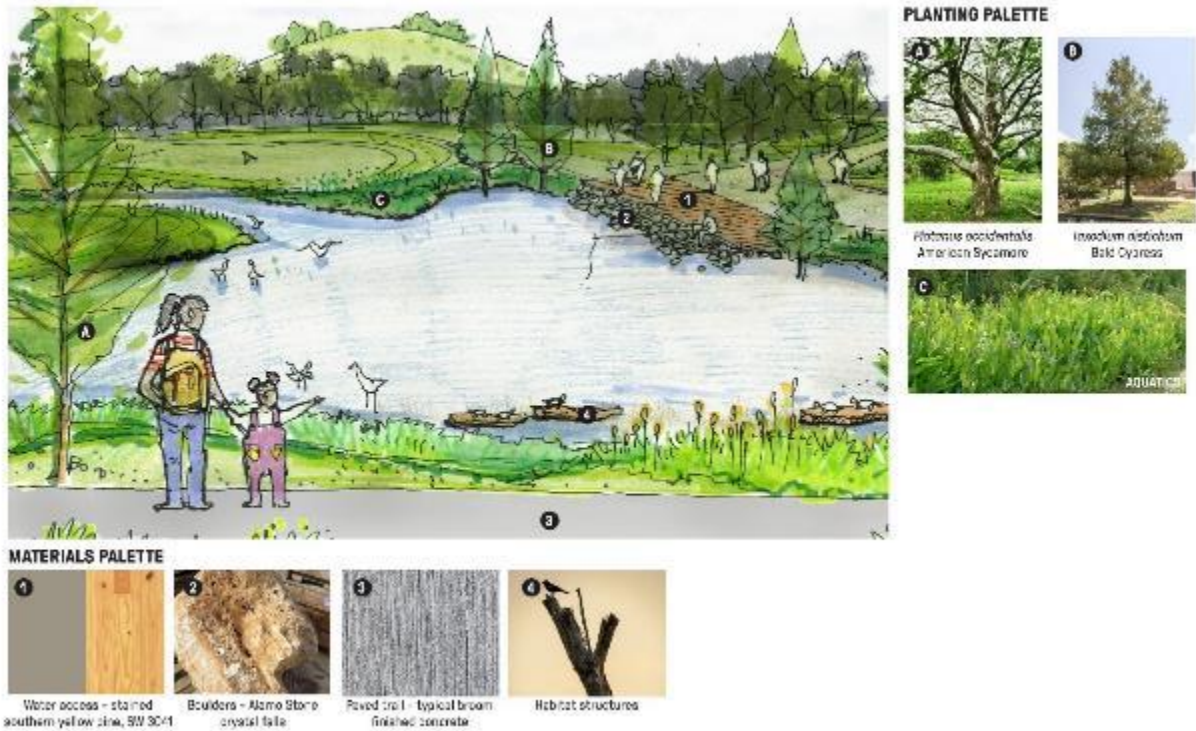
View of the basin - current conditions as of 4/5/23.



View of basin near entry - current conditions as of 4/5/23.



View of future water access pier in distance – current conditions as of 4/5/23.



Artist rendition of fishing pier and materials to be used/included in both pier construction as well as habitat improvements

ATTACHMENT B**Logo Use Agreement
between Texas Parks & Wildlife Department
and Harris County****1. Requestor:**

- | | |
|---|--|
| <input checked="" type="checkbox"/> General | <input checked="" type="checkbox"/> Sponsor or Promotional Partner |
| <input type="checkbox"/> Media | <input type="checkbox"/> State Parks Ambassador |
| <input type="checkbox"/> Student | <input type="checkbox"/> Texas State Parks Volunteer |
| <input type="checkbox"/> TPWD Volunteer | <input type="checkbox"/> State Park Friends Group |

- 2. License of TPWD mark(s):** Texas Parks and Wildlife Department referred to hereinafter as TPWD, hereby grants Harris County, hereby grants referred to hereinafter as the requestor, a non-exclusive right, license, and privilege of utilization of the TPWD logo(s), hereinafter referred to as the mark(s), as shown on the attached exhibit(s).
- 3. Term:** This Logo Use Agreement will begin upon signatures by both parties or on **September 1, 2024**, and will remain in effect until **August 31, 2025**, or until within thirty days of any decision made by Texas Parks and Wildlife Department to terminate this agreement, whichever comes first.
- 4. Usage:** The mark(s) may be used by the requestor only in connection with the following named event, program, initiative, student work, news story, etc. as listed below:

Signage in connection to the Habitat and Angler Access Program (HAAP) agreement for the project titled "Hill at Sims".

- 5.** The mark(s) may not to be used in any context or in any manner as to suggest TPWD's endorsement of the requestor or the requestor's affiliations.
- 6.** The mark(s) can only be used for the following specific uses such as printed and digital materials, publication, website, social media, broadcast program, etc. as listed below:

Static outreach signage for fishing and wildlife education, digital materials, publication, website, social media, and broadcast programs.

- 7.** It is understood that intended use of the mark(s) other than specified herein must be submitted to logorequest@tpwd.texas.gov and be approved prior to use. For media use, the mark(s) can only be used to provide recognition to TPWD for providing copy, images, or other content.

8. Use of the following selected mark(s) are limited to the uses specified herein. Use of mark(s) other than selected below is strictly prohibited unless prior request is submitted to logorequest@tpwd.texas.gov and is approved prior to use.

- ☐ Exhibit A: TPWD Logo
- ☐ Exhibit B: TPWD Logo with “Life’s Better Outside®” tagline
- ☐ Exhibit C: TPWD Logo with “Proud Partner” designation
- ☐ Exhibit D: TPWD Logo with “Volunteer” designation (State Parks’ Volunteer manager approval required)
- ☐ Exhibit E: Texas State Parks Logo (State Parks’ Marketing Manager approval required)
- ☐ Exhibit F: Texas State Parks Logo with “Volunteer” designation (State Parks’ Volunteer & Marketing Managers approval required)
- ☐ Exhibit G: Texas State Parks Logo “State Parks Ambassador” designation (State Parks’ Ambassador & Marketing Managers approval required)
- ☐ Exhibit H: Texas State Parks Logo “Official Friends Group” designation (State Parks’ Volunteer & Marketing Managers approval required)
- ☒ Exhibit I: **Habitat and Angler Access Program Logo**

9. The requestor recognizes and agrees that all goodwill associated or to be associated with the mark(s) belongs exclusively to TPWD in any form or embodiment thereof. The requestor hereby agrees that every use of the mark(s) shall inure to the benefit of TPWD and that shall not at any time acquire any rights in such mark(s) by virtue of any use it may make of such mark(s). The requestor shall not, at any time, do or suffer to be done any act or thing which may in any way adversely affect any rights of TPWD in and to the mark(s) or any registrations thereof.
10. The mark(s) must be used in strict accordance with the Logo Identity Standards as explained in the attached exhibit(s).
11. TPWD will provide high resolution digital files of the mark(s) upon execution of this agreement.
12. Any use by the requestor of the mark(s) shall be submitted by e-mail, mail or in person to TPWD by PDF, JPEG or physical sample for approval prior to use:

TPWD Communications Division
Attn: Logo Use Request
4200 Smith School Road
Austin, Texas 78744
logorequest@tpwd.texas.gov

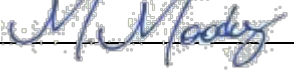
Approval will not be unreasonably withheld under the terms of this agreement.

13. TPWD reserves the right to terminate this agreement upon written notification.

Requestor Signature (Required)

Signature: _____ Date: _____
Name: Lina Hidalgo Title: Harris County Judge
Organization: Harris County
Street Address: 1001 Preston, Suite 911
City, State, Zip: Houston, Texas 77002
Email: judge.hidalgo@harriscountytexas.gov Phone: 713-274-7000

Inland Fisheries Signature of Approval (Required)

Signature: _____  Date: May 1, 2025
Name: Melissa Moody Title: Contract Specialist
Organization: Texas Parks & Wildlife Department
Street Address: 4200 Smith School Road
City, State, Zip: Austin, Texas 78744
Email: melissa.moody@tpwd.texas.gov Phone: 512-389-4551

Additional TPWD Signatures of Approval

If applicable. To be used for State Parks logo, State Parks Ambassador logo, and Volunteer logo approvals.

Signature: _____ Date: _____
Printed Name: _____ Title: _____

Signature: _____ Date: _____
Printed Name: _____ Title: _____

Signature: _____ Date: _____
Printed Name: _____ Title: _____

Requestor to return signed copies by email: logorequest@tpwd.texas.gov

[TPWD Privacy & Security Policy](#)

Exhibit A – TPWD Logo

TPWD Logo Identity Standards: The logo should not be distorted or altered. The color of the TPWD logo is PMS 341 (or CMYK equivalent) or black. In printing situations when PMS 341 cannot be matched properly or the document will be printed in black only, the logo must be presented in black. The TPWD logo must appear to the left if used with another logo and be of equal size, unless used with other organizations' logos (e.g., when TPWD is one of several organizations supported by a sponsor.)



Exhibit B – TPWD Logo with “Life’s Better Outside” Tagline

TPWD Logo Identity Standards: The logo should not be distorted or altered. The color of the TPWD logo is PMS 341 (or CMYK equivalent) or black. In printing situations when PMS 341 cannot be matched properly or the document will be printed in black only, the logo must be presented in black. If placed on a dark background, “Life’s Better Outside®” tagline should appear as white. The “Life’s Better Outside®” tagline is not permitted as a logo, in and of itself. It must be used with the logo as shown below. The TPWD logo must appear to the left of the tagline and be of equal size, unless used with other organizations’ logos (e.g., when TPWD is one of several organizations supported by a sponsor.)

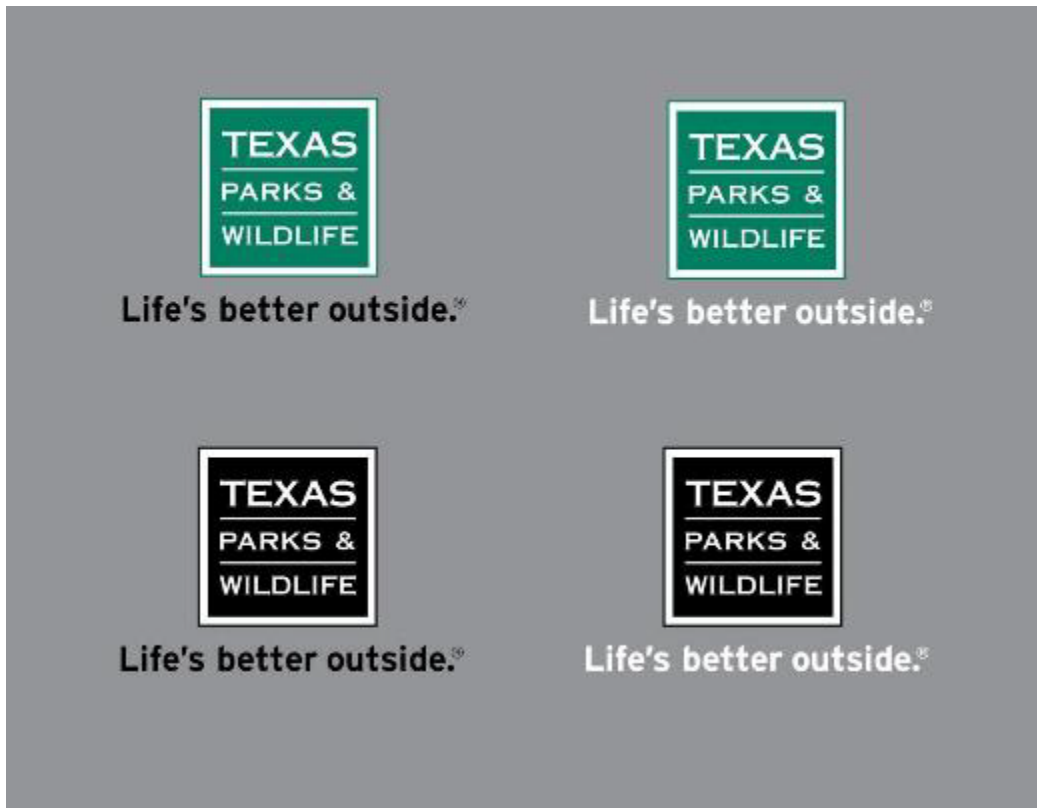


Exhibit C – TPWD Logo with “Proud Partner” Designation

TPWD Logo Identity Standards: The logo should not be distorted or altered. The color of the TPWD logo is PMS 341 (or CMYK equivalent) or black. In printing situations when PMS 341 cannot be matched properly or the document will be printed in black only, the logo must be presented in black. If placed on a dark background, “Proud Partner” designation should appear as white. The TPWD logo must appear to the left of another logo and be of equal size, unless used with other organizations’ logos (e.g., when TPWD is one of several organizations supported by a sponsor.)



Exhibit D – TPWD Logo with “Volunteer” Designation

TPWD Logo Identity Standards: The logo should not be distorted or altered. The color of the TPWD logo is PMS 341 (or CMYK equivalent) or black. In printing situations when PMS 341 cannot be matched properly or the document will be printed in black only, the logo must be presented in black. If placed on a dark background, “Volunteer” designation should appear as white. The TPWD logo must appear to the left of another logo and be of equal size, unless used with other organizations’ logos (e.g., when TPWD is one of several organizations supported by a sponsor.)



Exhibit E – Texas State Parks Logo

Texas State Parks Logo Identity Standards: The logo must not be altered, distorted, or manipulated in any way. The logo shall maintain proportional aspect ratio when adjusting size. No effects should be applied. If the logo will be reproduced in black and white, use the black logo. If placed on a dark background, use the version with white text.



Exhibit F – Texas State Parks Logo with “Volunteer” Designation

Texas State Parks Logo Identity Standards: The logo must not be altered, distorted, or manipulated in any way. The logo shall maintain proportional aspect ratio when adjusting size. No effects should be applied. If the logo(s) will be reproduced in black and white, use the black SP logo. If placed on a dark background, “Volunteer” designation should appear as white.



Exhibit G – Texas State Parks Logo with “State Parks Ambassador” Designation

Texas State Parks Logo Identity Standards: The logo must not be altered, distorted, or manipulated in any way. The logo shall maintain proportional aspect ratio when adjusting size. No effects should be applied. If the logo(s) will be reproduced in black and white, use the black SP logo. If placed on a dark background, “State Parks Ambassador” designation should appear as white.



Exhibit H – Texas State Parks Logo with “Friends Group” Designation

Texas State Parks Logo Identity Standards: The logo must not be altered, distorted, or manipulated in any way. The logo shall maintain proportional aspect ratio when adjusting size. No effects should be applied. If the logo(s) will be reproduced in black and white, use the black SP logo. If placed on a dark background, “Friends Group” designation should appear as white.



Exhibit I –Habitat and Angler Access Program Logo

Habitat and Angler Access Program Logo Identity Standards: The logo must not be altered, distorted, or manipulated in any way. The logo shall maintain proportional aspect ratio when adjusting size. No effects should be applied.



Attachment C

Vendor Invoice worksheet available electronically at: <http://www.tpwd.state.tx.us/business/grants/>

TEXAS PARKS AND WILDLIFE DEPARTMENT INVOICE					
1. VENDOR ID:		2. INVOICE DETAIL:		#	MM/DD/YY
3. RTI (if applicable):					
4. TPWD CONTRACT/AGREEMENT NUMBER:		5. CURRENT PERIOD PAYMENT AMOUNT REQUESTED:			\$0.00
6. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		7. FINAL INVOICE:		YES	NO
		8. ACCOUNTING BASIS:		X	CASH
		9. TOTAL PROJECT/GRANT PERIOD:			
		10. PERIOD COVERED BY THIS REPORT:			
		a. FROM: MM/DD/YY		b. TO: MM/DD/YY	
		a. FROM: MM/DD/YY		b. TO: MM/DD/YY	
11. EXPENDITURES BUDGET CATEGORIES:		Total Contract Budget	Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of: MM/DD/YY
a. Personnel/Salary		\$0.00	\$0.00	\$0.00	\$0.00
b. Fringe Benefits		\$0.00	\$0.00	\$0.00	\$0.00
c. Travel		\$0.00	\$0.00	\$0.00	\$0.00
d. Supplies		\$0.00	\$0.00	\$0.00	\$0.00
e. Equipment		\$0.00	\$0.00	\$0.00	\$0.00
f. Contractual		\$0.00	\$0.00	\$0.00	\$0.00
g. Other		\$0.00	\$0.00	\$0.00	\$0.00
h. Total Direct Costs (Sum a - g)		\$0.00	\$0.00	\$0.00	\$0.00
i. Indirect Costs (if allowable)		\$0.00	\$0.00	\$0.00	\$0.00
j. Total Amount Payable (h-i)		\$0.00	\$0.00	\$0.00	\$0.00
12. MATCH BUDGET CATEGORIES:		Total Contract Budget	Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of: MM/DD/YY
a. Total Direct Costs		\$0.00	\$0.00	\$0.00	\$0.00
b. Indirect Costs (if allowable)		\$0.00	\$0.00	\$0.00	\$0.00
c. Local/In Kind Match		\$0.00	\$0.00	\$0.00	\$0.00
d. Total Obligation Payable (Sum a-c)		\$0.00	\$0.00	\$0.00	\$0.00
13. PERCENTAGES		Budget %	Period %	Cumulative %	
Expenditures		#DIV/0!	#DIV/0!	#DIV/0!	
Match		#DIV/0!	#DIV/0!	#DIV/0!	
<p>*List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories. Please attach receipts, as required, in accordance with your agreement.</p> <p>** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.</p>					
<p>14. CERTIFICATION I certify to the best of my knowledge and belief that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and condition of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that the costs claimed above have not been previously reimbursed.</p>					
a. Type or Print Name and Title of Authorized Certifying Official			c. Telephone (Area code, number and extension)		
			d. Email address		
b. Signature of Authorized Certifying Official			e. Date Report Submitted (Month, Day, Year)		

From: Dylan Kwak <Dylan.Kwak@tpwd.texas.gov>

Sent: Thursday, August 3, 2023 2:07 PM

To: Lisa Graiff <LisaGraiff@houstonparksboard.org>; Palathra, Megan (Commissioner Pct 1)

<Megan.Palathra@cp1.hctx.net>; Purkey, Ashley <aPurkey@Halff.com>; Justin Schultz

<justinschultz@houstonparksboard.org>; Richard McNamara <RichardMcNamara@houstonparksboard.org>

Cc: Niki Ragan <Niki.Ragan@tpwd.texas.gov>

Subject: RE: [EXTERNAL] RE: Hill at Sims HAAP Question

Hello all, below is the official response from the HAAP funding team. Official **congratulations!** This is exciting and I am really looking forward to continuing working on this project. Is there anything we need to clarify or is everyone good with moving on to the next steps for an updated scope of work?

Niki and Dylan,

Thank you for submission of your proposal entitled *Hill at Sims Project* to Texas Parks and Wildlife Department's Habitat and Angler Access Program. Your proposal was favorably reviewed by a panel of fisheries biologists and other internal subject matter experts who serve on the program's Proposal Scoring Committee. I am pleased to inform you that your proposal was recommended to receive funding amounting to \$83,750 for the FY2024-25 funding cycle. Please note, this funding is to be available during FY2025 (starting September 1, 2024), and the award is contingent upon completion of an updated scope of work and execution of an interagency cooperation contract between Texas Parks and Wildlife Department and your organization. I will soon be sending you the required forms for any necessary contracting between TPWD and the partnering organization. We may also be requiring additional information and clarification with project budgets.

Again, please know that recommended funding is contingent upon successful completion of an updated scope of work for this project and execution of an interagency cooperation contract signed by individuals from our respective organizations with signature authority. Texas Parks and Wildlife Department will not be able to reimburse any expenses incurred prior to the start date of the executed contract.

Please let me know if you have any questions or clarifications. Otherwise, please confirm whether or not your partnering organization desires to move to the next steps described above.

Thank you for your interest in our shared mission of conserving freshwater fisheries resources and providing the best possible fishing opportunities for Texans.

Sincerely,

Michael D. Homer Jr.
[Inland Fisheries – Abilene District Supervisor](#)
[Habitat & Angler Access Program](#)
Natural Resources Specialist VB
Texas Parks & Wildlife Department
5325 North 3rd Street
Abilene, TX 79603
Phone: (325) 692-0921
Email: michael.homer@tpwd.texas.gov

Check out our [Facebook](#) and follow us on [Instagram](#)!

Dylan Kwak
Fisheries Biologist
College Station - Houston District
Texas Parks & Wildlife Department
Office: 979-272-1430 ext. 224
Fax: 979-272-1459