

ORDER OF COMMISSIONERS COURT
Authorizing execution of an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2026 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT WITH TEXAS PARKS AND WILDLIFE DEPARTMENT FOR EDGEWATER BOAT LAUNCH CONSTRUCTION

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute, for and on behalf of Harris County, the Agreement with the Texas Parks and Wildlife Department for Edgewater Boat Launch Construction. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

TEXAS PARKS AND WILDLIFE

Recreation Grants FEDERAL SUB-AWARD

Department Contract Number: CA-0009223
Grant Project Number: FD-TX-F-26022-C
Sub-Recipient Name (Must match UEI): Harris County Precinct 3
Sub-Recipient Unique Entity Identifier: JFMKAENLGN81
Project Name: Edgewater Boat Launch Construction
Federal Award Identification Number (FAIN): F26AF00597
Assistance Listings Number and Title: 15.605
Award Date: 02/25/2026
Period of Performance: 03/15/2026 - 06/30/2027
Federal Award: \$1,152,000.00
Sub-Recipient Cost Share: \$384,000.00
Total Project Cost: \$1,536,000.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This sub-award is entered into by the Texas Parks and Wildlife Department (Department), and the Harris County Precinct 3 (Sub-Recipient). This sub-award is funded through 15.605 Department of Interior, U.S. Fish and Wildlife Service, 9521 Freshwater issued to the Department on 02/25/2026

The scope of this Grant Agreement includes:

Harris County is proposing to construct park improvements within Edgewater Park, which is a county-owned public park located on the north side of the West Fork San Jacinto River in northeast Harris County in Kingwood, Texas. The project includes the construction of public park facilities and includes federal funding from the U.S. Fish and Wildlife Service through grant programs administered by TPWD. Construction is projected to take approximately one year. The project includes construction of public park improvements within Edgewater Park, including an access road from Hamblen Road, an accessible parking lot, boat ramp, and ADA-accessible walkway for public boating access to the West Fork San Jacinto River.

The facilities will be open to the public from dawn to dusk seven days a week.

Subrecipient will obtain and submit, from a licensed and/or certified architect or engineer, the useful life of all capital improvements acquired and completed under this Grant Agreement prior to close out.

Proprietary Interest – By accepting Federal funds, the Subrecipient acknowledges that that the Federal Government has a legally prescribed interest in the capital improvement throughout its useful life. Should the Subrecipient destroy or alter the use of the capital improvement during its useful life, it must reimburse the Department in proportion to the cost of the project minus depreciation according to depreciation requirements at 2 CFR 200.436.

The Federal regulations titled 50 CFR 80 Pittman-Robertson Wildlife Restoration and Dingell-Johnson Sport Fish Restoration Acts are incorporated by reference into this Agreement (full text can be found at <https://www.ecfr.gov/current/title-50/chapter-I/subchapter-F/part-80>)

The Subrecipient acknowledges and agrees that any local regulations adopted in relation to the Project must comply with the provisions of Texas Parks and Wildlife Code § 31.092. Any attempt to designate public waters or access points improved by this Project as restricted to certain types or sizes of vessels or motors, or to otherwise interfere with the public's constitutional right to navigate, shall constitute a material breach of this agreement.

This sub-award is not for research and development.

SECTION 2 - SPECIFIC CONDITIONS

N/A

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

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:

Julie Dillard
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
julie.dillard@tpwd.texas.gov

Grant Coordinator:

Julie Dillard
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
julie.dillard@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

Melissa Hamous
Grant Program Manager
1414 Wirt Road
Houston, Texas, 77055
(713) 274-0914
mel.hamous@pct3.hctx.net

Project Coordinator

Melissa Hamous
Grant Program Manager
1414 Wirt Road
Houston, Texas, 77055
(713) 274-0914
mel.hamous@pct3.hctx.net

Fiscal Contact

Jared Bruce
Fiscal Coordinator
1414 Wirt Road
Houston, Texas, 77055
(713) 274-3123
jared.bruce@pct3.hctx.net

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 \$1,152,000.00 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 25.00% 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:

- Federal Notice of Award
- Budget
- TPWD Assurances for Federal Subawards (Signature Required)
- TPWD Recipient Monitoring Plan
- Program Guidance
- DOI Terms and Conditions
- Rec Grants Manual
- SF 424D Construction Assurances (Signature Required)

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: 04/02/2026

SAM Number, Date, Initials: 04/02/2026 / J.D.

SUB_RECIPIENT NAME: Harris County

Signature: _____


Name and Title: Lina Hidalgo, County Judge

Email: _____

Phone: _____

Date: _____

APPROVED AS TO FORM:
Jonathan Fombonne
COUNTY ATTORNEY

By: 
Anthony Crabtree
Assistant County Attorney
C.A. File 26GEN1419

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:


1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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APPROVED AS TO FORM:
Jonathan Fombonne
COUNTY ATTORNEY

By: 
Anthony Crabtree
Assistant County Attorney
C.A. File 26GEN1419

Texas Parks and Wildlife Department
Recreation Grants
Uniform Assurances for Federal Subawards

UNIFORM ASSURANCES

Anti-Lobbying Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this grant. If non-federal funds are used by Recipient to conduct such lobbying activities, Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Recipient acknowledges and agrees that it is responsible for ensuring that each subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

Rights of Assignment Recipient shall not assign its rights under the grant or delegate the performance of its duties under the grant without prior written approval from TPWD. Any attempted assignment in violation of this provision is void and without effect.

Child Support Obligation Recipient represents and warrants that it will include the following clause in the award documents for every subcontract and will require 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 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 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."

Clean Air Act and Federal Water Pollution Control Act Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules, and Requirements Recipient represents and warrants that it will comply and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Recipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Recipient, the more restrictive requirement applies.

Conflicts of Interest Recipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112. Recipient represents and warrants that performance under the Grant Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Recipient represents and warrants that in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the grant, Recipient shall promptly notify Department.

Cybersecurity Training Program Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Recipient has access to any state computer system or database, Recipient shall complete Cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

Debarment and Suspension Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

Disclosure of Violations of Federal Criminal Law Recipient represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Equal Employment Opportunity The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal

Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Recipient agrees as follows:

(1) The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

(4) The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Recipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excluded Parties Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"*, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation Under Section 669.003 of the Texas Government Code, Recipient certifies that it does not employ, or has disclosed its employment of, any former executive head of the Agency.

Funding Limitation Recipient agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the Department in excess of the funds delineated in this Grant Agreement. Recipient agrees that funding for this Grant Agreement is subject to the actual receipt by the Department of grant funds appropriated to the Department. Recipient agrees that the grant funds, if any, received from the Department may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Department for the purpose of this Grant Agreement. Recipient agrees that notwithstanding any other provision of this Grant Agreement, if the Department is not appropriated the funds or if the Department does not receive the appropriated funds for this grant program, or if the funds appropriated to the Department for this grant program are required to be reallocated to fund other federal or state programs or purposes, the Department is not liable to pay the Recipient any remaining balance on this grant.

Indemnification To the extent permitted by laws and constitution of the State of Texas, Recipient SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF Recipient OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT and any Purchase orders issued under THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY Recipient WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND Recipient MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. Recipient AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Legal Authority Recipient represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Recipient to act in connection with the application and to provide such additional information as may be required.

Lobbying Expenditure Restriction Recipient represents and warrants that Department's payments to Recipient and Recipient's receipt of appropriated or other funds under the grant are

not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

No Waiver of Sovereign Immunity The Parties expressly agree that no provision of the Grant Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

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

Reporting Compliance Recipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention Recipient represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. Department reserves the right to direct a Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value. Recipient must include the substance of this clause in all subcontracts.

Reporting Suspected Fraud and Unlawful Conduct Recipient 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.

State Auditor's Right to Audit The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Texas Public Information Act Recipient understands that Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and

other material in connection with this Grant Agreement or any resulting contract or grant may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Recipient is required to make any information created or exchanged with the State pursuant to the contract and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.


RECIPIENT NAME : Harris County

Signature: _____

Name and Title: Lina Hidalgo, County Judge

Date: _____

APPROVED AS TO FORM:
Jonathan Fombonne
COUNTY ATTORNEY

By: 

Anthony Crabtree
Assistant County Attorney
C.A. File 26GEN1419