



HARRIS COUNTY, TEXAS

Office of Management and Budget 1001 Preston, Suite 500 Houston, TX 77002 713-274-1135

Grants Coordination Section - Conveyance Form Application Award

Amendment

Department Name / Number		DUNs	Grant Title	
Commissioner, Pct 3 - 103		072206378	Edgewater Park Boat Launch	
Funding Source: U.S. Department of the Interior: CFDA# 15.605		Grant Agency: Texas Parks & Wildlife Dept		
Program Year: 1 st		Program Ending:		
Grant Begin Date: 08/01/2020		Grant End Date: 04/01/2025		
Grant Org. Key: 100001000001083 17104MF0MQ01		If applicable, Prior Year Org. Key:		N/A

Grant Description:

Funded by the Sport Fish Restoration Act through the State Boating Access Program and passed through by the U.S. Fish and Wildlife Service to the Texas Department of Parks and Wildlife, the Boating Access Grant Program provides 75% matching fund grant assistance to construct new, or renovate existing, public boat ramps that provide public access to public waters for recreational boating.

	Revised Total Budget	New Grant Funded	Orig. Grant Funded	New County Funded	Orig. County Funded
Salary & Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Labor	\$333,333.00	\$0.00	\$249,999.00	\$0.00	\$83,334.00
Sub Tot. Incremental Cost	\$333,333.00	\$0.00	\$249,999.00	\$0.00	\$83,334.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$333,333.00	\$0.00	\$249,999.00	\$0.00	\$83,334.00

* under development

Full Time Equivalent Positions Date Guidelines are Available

% of Positions Paid by Grant Grant Submittal Deadline Date

Grant Discussion:

This amendment relates to an award that was accepted by Commissioners Court on 7/20/21 and previously amended on 5/24/22. The purpose of the amendment is to extend the end date of the award to 4/1/25 to expend the remaining funds. All other aspects remain the same.

County Funded Cost Projection

Year	Required	Discretionary
2021	12,500.10	-
2022	12,500.10	-
2023	22,916.85	-
2024	22,916.85	-
2025	12,500.10	-

Completed by: Michael Mattingly Mattingly, Mike

Date: 1/5/23

Reviewed by: [Signature]

Date: 1/5/23

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 _____, 2023 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 THE EDGEWATER PARK
BOAT LAUNCH**

Commissioner _____ introduced an order and made a motion that the same be adopted. 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 thus adopted follows:

IT IS ORDERED the Harris County Judge is authorized to execute for and on behalf of Harris County, a Reimbursement Agreement between Harris County and Texas Parks And Wildlife Department for the Edgewater Park Boat Launch. 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 purpose of this Order.

TEXAS PARKS AND WILDLIFE

Recreation Grant Agreement Federal Planning Sub-Award

TPWD P.O. Number: 6120
Project Number: FD-TX F-300-B-1
Sponsor Name: Harris County Precinct #3
Project Name: Edgewater Park Boat Launch
Federal Award Identification Number (FAIN): F20AF11325-02
Sponsor Unique Entity Identifier: WWLMBN1X3GV9
Assistance Listings (Formerly CFDA): 15.605
Agreement Term / Period of Performance: 08/01/2020 - 04/01/2025
Federal Share: \$249,999.00
Sponsor Share: \$83,334.00
Total Project Cost: \$333,333.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This subaward agreement (Grant Agreement) is entered into by the Texas Parks and Wildlife Department (Department), and the Harris County Precinct #3 (Sponsor). This sub-award is funded through Sport Fish Restoration (Freshwater) Grant Program issued to the Department on 08/12/2020.

The scope of this Grant Agreement includes professional services needed to assess the feasibility of constructing the Edgewater Park Boat Launch. This includes design, engineering, and other pre-construction expenses related to state/federal environmental and cultural/historical requirements associated with the Edgewater Park Boat Launch located at Hamblen Road near US 59, , Harris County, Texas, . GPS Coordinates: 30.027 / -95.255

This sub-award is not for research and development.

SECTION 2 - SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT

Subject to 2 Code of Federal Regulations 200.315, at closing of the Planning Grant, Sponsor shall be the sole owner of the deliverables. Sponsor reserves the discretion to use the deliverables for the purpose of finally designing and constructing a boating access facility whether it proceeds to enter into a construction grant agreement with the Department.

The agreement is contingent upon fund availability.

This amended agreement supersedes and replaces the agreement between the parties executed on 05/14/2021 and amendment 1 executed on 2/27/2022.

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

The Sponsor is authorized to include pre-award expenses incurred on or after 01/01/2017 for plans and specifications (\$291,580) and cultural resource surveys (\$5,000) for a total of \$296,580. Pre-award costs are

those incurred prior to the effective date of this subaward directly pursuant to the negotiation and in anticipation of the subaward where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the start date of the sub-award and only with the prior written approval of the Department.

SECTION 4 - APPROVED INDIRECT COST RATE

NA

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
(512)389-8224
Dana.Lagarde@tpwd.texas.gov

Grant Manager:
Matthew Fougerat
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
matthew.fougerat@tpwd.texas.gov

Grant Coordinator:
Renan Zambrano
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
renan.zambrano@tpwd.texas.gov

FOR PROJECT SPONSOR:

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
Eric Heppen
Project Coordinator
Spring Service Center

4603 Spring Cypress Road
Spring, Texas, 77388
(281) 463-6300
eric.heppen@pct3.hctx.net

Fiscal Contact

Curt Kates
Director of Budget & Finance
1001 Preston, 9th Floor
Houston, Texas 77002
Houston, Texas, 77002
(713) 274-3000
curt.kates@pct3.hctx.net

SECTION 6 - AWARD AND PAYMENT

- A. The Department will provide funding to the Sponsor in an amount not to exceed \$249,999.00 for the project described under Project Description and Location above and in accordance with the Department-approved budget summary attached.
- B. The Sponsor shall obtain prior approval from the Department for budget and program revisions, and shall request reimbursement via payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs on form PWD BK P4000-1146.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Sponsor maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Grant Agreement and/or any other financial assistance or procurement documents the Sponsor may have with the Federal government.
- D. Expenses charged against awards under the Grant Agreement may not be incurred prior to the beginning of the Grant Agreement, unless approved in Section 3, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sponsor shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. 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.
- F. The Sponsor must meet their cost share commitment over the life of the award, as specified in section 2 of this agreement. Non-federal cost-share is required for costs incurred under this Grant Agreement.

SECTION 7 - MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION

- A. This Grant Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of Sponsor.
- B. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non-compliant with the terms and conditions of this agreement.
- C. The Department may suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.
- D. The Sponsor may unilaterally terminate the project prior to the first payment on the project or within 90 days of the TPWD Approval Date, whichever occurs earlier. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by agreement with the Department.
- E. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the

grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

- F. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State/Federal share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- G. Termination either for cause or for convenience requires that all funds provided by the Department be returned.
- H. If the Sponsor does not comply with provisions as set forth in the grant agreement and the Recreation Grants Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:
 - 1. The Department may withhold payment to the Sponsor;
 - 2. The Department may withhold action on pending projects proposed by the Sponsor

SECTION 8 - CLOSEOUT

Sponsor will follow closeout procedures in the Instructions for Approved Projects Recreation Grant Programs.

SECTION 9 - TERMS OF ACCEPTANCE

By accepting funds under this grant, the Sponsor agrees to comply with the terms and conditions of this Grant Agreement, and the terms and conditions of all attachments that are applicable to the Sponsor. Sponsor also agrees to comply with assurances and certifications made in its approved grant application submitted via Recreation Grants Online, and applicable federal statutes, regulations and guidelines. Sponsor agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Signature Authority

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

Entire Agreement; Modifications Must Be in Writing

This Grant Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

Venue; Governing Law

This Grant Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

SECTION 10 – ATTACHMENTS INCORPORATED BY REFERENCE

The Federal regulations titled "2 CFR, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>)

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

- Budget Summary
- Certification Regarding Lobbying (Signature Required)
- Non Construction Assurances (Signature Required)
- Federal Award
- Federal Terms and Conditions
- Rec Grants Assurances for Federal Subawards
- Instructions for Approved Projects

SECTION 11 – SIGNATURES

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

TEXAS PARKS AND WILDLIFE DEPARTMENT

Harris County

Signature: Matthew Fougerat

Name: _____

Date: 12/15/2022

Title: _____

SAM Date/Initials: 12/15/2022 / M.F.

Signature: _____

Federal Aid Date/Initials:

Date: _____

APPROVED AS TO FORM:

Christian D. Menefee
County Attorney

By: Philip Berzins _____

Philip Berzins
Assistant County Attorney
C.A.O. File No.: 22GEN4238

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person 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 in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
<input style="width: 90%;" type="text" value="Harris County"/>	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <input style="width: 200px;" type="text" value="Lina"/> Middle Name: <input style="width: 150px;" type="text"/>
* Last Name: <input style="width: 350px;" type="text" value="Hidalgo"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 300px;" type="text" value="County Judge"/>	
* SIGNATURE: <input style="width: 300px; height: 30px;" type="text"/>	* DATE: <input style="width: 100px;" type="text"/>

View Burden Statement

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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 (0348-0040), 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 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 cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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.
7. 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.

9. 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.
10. Will comply, if applicable, 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.
11. 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. 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."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. 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 County Judge
APPLICANT ORGANIZATION Harris County	DATE SUBMITTED