

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Parks and Recreation

AGENDA DATE: 8/5/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Pablo Caballero

PHONE NUMBER: (915) 212-0092

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: 5

SUL:
STRATEGIC GOAL:

Goal 4: Enhance El Paso's Quality of Life Through Recreational, Cultural, and Educational Environments

SUBJECT:

Discussion and action that the City of El Paso City Council authorizes the acceptance of an award from the Texas Parks and Wildlife Local Park Grant Program for funds in the amount of \$1,500,000.00, including a \$1,500,000.00 match required from the City for a total of \$ 3,000,000.00 to develop Phase II of the 92.4-acre El Paso Eastside Regional Park, which will include sports courts, native landscaping, and irrigation infrastructure.

BACKGROUND / DISCUSSION:

The Texas Parks and Wildlife Department Local Park Grant Program serves to assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

Project Scope of Work: Supplemental funding for Phase II of the 92.4-acre Eastside Regional Park, which will include sports courts, native landscaping, and irrigation infrastructure.

COMMUNITY AND STAKEHOLDER OUTREACH:

n/a

PRIOR COUNCIL ACTION:

n/a

AMOUNT AND SOURCE OF FUNDING:

City match via CID in the amount of \$1,500,000.
Accounting String: 4741-190-38290-PCP13PRKA06

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

n/a

NAME	AMOUNT (\$)

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: 
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City of El Paso City Council authorizes the acceptance of an award from the Texas Parks and Wildlife Local Park Grant Program for funds in the amount of \$1,500,000.00 including a \$1,500,000.00 match required from the City for a total of \$ 3,000,000.00 to develop Phase II of the 92.4-acre El Paso Eastside Regional Park which will include sports courts, native landscaping, and irrigation infrastructure; and

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application; and

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney's Office;

THAT the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant;

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

(Signatures Continued on Following Page)

APPROVED AS TO FORM:



Jesus Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Pablo Caballero, Director
Parks and Recreation

Declined ☐Denied ☐Awarded ☐

PSGrant#

GRANT INFORMATION FORM (GIF)

Complete either side A or if awarded, complete side B in this same form

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards, and/or grant contract amendments. After completing either side, please forward to the GAD Office at Grants-1@elpasotexas.gov. Once a grant has been awarded and a contract/agreement needs to be processed, please complete SIDE B and forward to GAD, we will submit for Legal Review and further processing. Please use the same GIF to complete Part A & Part B so it is all kept on the same sheet.

Department Parks and Recreation

DUNS-058873019/UEI-KLZGKXNFVTL4

A. GRANT APPLICATION	B. CONTRACT/AGREEMENT/AMENDMENTS
A1. Department Programmatic Contact Person Name: Pablo Caballero Title: Director, Parks and Recreation Phone No.: 915 212-8018 Email: CaballeroPE@elpasotexas.gov	B1. Department Financial Grant Contact Person Name: Claudia Cisneros Title: Admin. Services Manager Phone No.: 915 212-1715 Email: cisneroscx@elpasotexas.gov
A2. Grant Data Funding Agency: Texas Parks and Wildlife Department Grant Name: Urban Outdoor Grant Program CFDA/ALN:n/a N/A <input checked="" type="checkbox"/> Application Due Date: August 1, 2024 Requires Signature or Review from: Mayor <input type="checkbox"/> City Manager <input checked="" type="checkbox"/> Legal Review <input checked="" type="checkbox"/>	B2. Grant Data Funding Agency: Texas Parks and Wildlife Department Grant Name: Urban Outdoor Grant Program Program Name: Eastside Regional Park Phase II Agency Contract No.: 55-25002 Grant Type: State Pass through Agency: 01/23/2025 04/30/2025 Grant Start & End Date: Month Day Year - Month Day Year New, Continuation, or Amendment: Please Select New
A3. Financial Data Amount of Grant Funding Request: \$ 1,500,000.00 Amount of Matching Funds Requested: \$ 1,500,000.00 Amount of In-Kind Funds and/or Additional City Contributions: \$ Total Amount Requested: \$ 3,000,000.00	B3. Financial Data Post-Award Amount \$ 1,500,000.00 (As indicated in the grant contract/agreement) Actual Amount of Cash Match \$ 1,500,000.00 Actual Amount of In-Kind \$ Total Award for Project/Program \$ 3,000,000.00
A4. Grant Classification <input checked="" type="checkbox"/> Competitive (award based on competition) <input type="checkbox"/> Entitlement (a set of funds determined under a formula) <input type="checkbox"/> Continuation (ongoing funding)	B4. <input type="checkbox"/> CM Signature required <input type="checkbox"/> Mayor Signature required <input checked="" type="checkbox"/> City Council approval required
A5. City Match Certification Has City Match been certified by the Department Director? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Does this grant allow for operating/administrative costs? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> % <input type="checkbox"/> Amount \$ 316,800 How is the match amount determined? <input checked="" type="checkbox"/> Fixed Amount: \$ 1,500,000.00 <input type="checkbox"/> Percentage of Project Cost: % <input type="checkbox"/> Other (Please explain): For this fiscal year, how much of the local cash amount is already in the department's budget: \$ 1,500,000 Not budgeted: \$ Proposed source of match:	B5. Grant Accounting String: G55125 25002/2670/451 City Match Accounting String: PC P13PRKA06/4741/190 Comments:

Brief Description of Grant:

Eastside Regional Park Phase II involves the development and preparation of 26 acres of the dedicated parkland area. The amenities calculated in the development consist of two (2) handball courts, six (6) pickle ball Courts, two (2) basketball courts, two (2) sand volleyball courts, and one (1) futsal court. These outdoor courts are vital to the thriving community and will occupy 1.16 acres. The Eastside Regional Park is located in the Far East area of El Paso, City Council District 5. The park is located at 13501 Jason Crandall Dr.

1. 06/24/24
Department Director Signature Date
Pablo Caballero
Printed Name of Department Director
2. 07/03/2024
Grants Administration Division Date
3. 07/09/2024
Legal Review Date

1. 06/09/25
Department Director Signature Date
Pablo Caballero
Printed Name of Department Director
2. 06/16/2025
Grants Administration Division Date
3.
Legal Review Date

TEXAS PARKS AND WILDLIFE DEPARTMENT
CERTIFICATE OF LAND DEDICATION FOR PARK USE

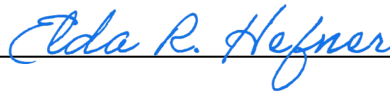
LARGE COUNTY AND MUNICIPALITY RECREATION & PARKS ACCOUNT

This is to certify that a permanent record shall be kept in the **City of EL PASO** public property records and be made available for public inspection to the effect that the property described in the scope of the Grant Agreement for **EL PASO Eastside Regional Park, Project Number 55-25002**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Large County and Municipality Recreation & Parks Account assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

City of El Paso

Sponsor (Political Subdivision)

By

_____

Elda Rodriguez-Hefner, Grants Administrator

Name, Title

06/16/2025

Date

Texas Parks and Wildlife Department
Recreation Grants Branch
Uniform Assurances for State Funded Awards

UNIFORM ASSURANCES

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."

Cybersecurity Training Program Recipient represents and certifies 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.

Debts and Delinquencies With the exception of a Texas State Agency, Recipient agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations Recipient represents and certifies 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.

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 the 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.

Law Enforcement Agency Grant Restriction If Recipient is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Recipient represents and certifies that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted

by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

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.

Limitations on Grants to Units of Local Governments Recipient acknowledges and agrees that appropriated funds may not be expended in the form of a grant to, or contract with, a unit of local government unless the terms of the grant or contract require that the funds received under the grant or contract will be expended subject to the limitations and reporting requirements similar to those provided by the following:

- Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees;
- Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- Sections 2113.012 and 2113.101 of the Texas Government Code.

Lobbying Expenditure Restriction Recipient represents and certifies 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 Conflicts of Interest Recipient represents and certifies that performance under the grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Recipient represents and certifies 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 Agency.

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 certifies 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.

Political Polling Prohibition Recipient represents and certifies that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.

Public Camping Ban Recipient 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 Recipient 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, Recipient must immediately disclose the lawsuit and its current posture to the Agency.

Records Retention Recipient shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Recipient for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Recipient to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Recipient must include the substance of this clause in all subawards and subcontracts.

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.

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

Reporting Suspected Fraud and Unlawful Conduct Recipient represents and certifies 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.

RECIPIENT NAME : City of El Paso

Signature: Elda R. Hefner  Digitally signed by Elda R. Hefner
Date: 2025.06.16 16:43:08 -06'00'

Name and Title: Elda Rodriguez-Hefner, Grants Administrator 

Date: 6/16/25

TEXAS PARKS AND WILDLIFE

Recreation Grants Local Park Grant Program STATE GRANT AGREEMENT

Department Contract Number: CA-0007931

Grant Project Number: 55-25002

Recipient Name (Must match UEI): City of El Paso - Parks and Recreation

Recipient Unique Entity Identifier: KLZGKXNFVTL4

Project Name: El Paso Eastside Regional Phase II

Award Date: 01/23/2025

Period of Performance: 01/23/2025 - 04/30/2029

State Award: \$1,500,000.00

Recipient Cost Share: \$1,500,000.00

Total Project Cost: \$3,000,000.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This Grant Agreement is entered into by the Texas Parks and Wildlife Department (Department), and the City of El Paso - Parks and Recreation (Recipient). This award is funded through the Department under the authority of Chapter 24 of the Parks and Wildlife Code.

The scope of this Grant Agreement includes:

The City of El Paso will develop the 92.4-acre El Paso Eastside Regional Park, which will include sports courts, native landscaping, and irrigation.

El Paso Eastside Regional Park is located at 13501 Jason Crandall Dr, El Paso, TX 79938.

An Official Boundary Map that meets program requirements is required before final reimbursement and project closeout.

Permanent Public Park & Recreation Dedication. All land or water receiving program assistance shall be dedicated for public park and recreation use in perpetuity. No property acquired or developed with program assistance shall be converted to other than public park and recreation uses without the approval of the Department and the substitution of other park and recreation properties of at least equal fair market value and equivalent park and recreation usefulness.

This award is not for research and development.

SECTION 2 - SPECIFIC CONDITIONS

N/A

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

The Recipient shall be entitled to reimbursement of and/or recording of match for up to \$316,800.00 in pre-award project planning costs incurred on or after 11/01/2023. Such costs are allowable only to the extent that they would have been allowable if incurred after the start date of the award and only with the prior written approval of the Department.

SECTION 4 - KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Dana Lagarde
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744

Grant Manager:

Dan Reece
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
dan.reece@tpwd.texas.gov

Grant Coordinator:

Dan Reece
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
dan.reece@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 RECIPIENT: The Recipient must request prior written approval from the Department for a change in key personnel identified below.

Official Point of Contact

Karla Chavez
Parks Planning and Development Manager
801 Texas Ave
City 2 Second Floor
El Paso, Texas, 79901
(915) 212-1724
chavezkx1@elpasotexas.gov

Project Coordinator
Elda Rodriguez-Hefner
Grants Administrator
300 Campbell Street
El Paso, Texas, 79901
(915) 212-1795
rodriguez-hefnere@elpasotexas.gov

Fiscal Contact
Margarita Munoz
Comptroller
City of El Paso
Office of the Comptroller
300 N. Campbell Street
El Paso, TX 79901
El Paso, Texas, 79901
(915) 212-1721
munoza@elpasotexas.gov

SECTION 5 – 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 Recipient to statutory, common law, and contractual remedies that may include administrative action, suspension of grant payments, termination, and in-eligibility for future grants.

Recipients must comply with the Standard Financial Management Conditions for State Grant Programs listed in the Texas Grant Management Standards, attached.

SECTION 6 - AWARD AND PAYMENT

- A. The Department will provide funding to the Recipient in an amount not to exceed \$1,500,000.00 for the project described under Project Description and Location above and in accordance with the Department-approved Budget Summary attached.
- B. The 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 Grant Agreement may not be incurred prior to the beginning of the Grant Agreement, except as provided 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 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 Recipient must meet their cost share commitment over the life of the award. At least 50.00% non-state cost-share is required for costs incurred under this Grant Agreement.
- F. Reimbursement will be the default method of payment.
- G. Any state funds paid to the Recipient exceeding the amount that the Recipient is determined to be entitled to under the state 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 7- PERFORMANCE REPORTING

The Recipient must submit quarterly performance reports through the Recreation Grants Online System within 30 calendar days after the reporting period. 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 Recipient.

When a significant development that could impact the state award occurs between performance reporting due dates, the Recipient must notify the Department. When significant developments occur that negatively impact the state award, the Recipient must include information on its plan for corrective action and any assistance needed to resolve the situation.

SECTION 8- DEVIATIONS AND MODIFICATIONS

The 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 the Texas Grant Management Standards, attached.

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 the Recipient.

SECTION 9- REMEDIES FOR NON-COMPLIANCE

The Department may implement specific conditions if the Recipient fails to comply with Federal and State statutes, rules, or the terms and conditions of the state award, under the following circumstances:

- (1) Recipient has a history of failure to comply with the terms and conditions of state awards;
- (2) Recipient fails to meet expected performance goals contained in the state award; or
- (3) Recipient has inadequate financial capability to perform the state award.

Specific conditions may include the following:

- (1) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance;
- (2) requiring additional or more detailed financial reports;
- (3) requiring additional project monitoring;
- (4) requiring the Recipient to obtain technical or management assistance; or
- (5) establishing additional prior approvals.

Prior to imposing specific conditions, the Department must notify the Recipient as to:

- (1) the nature of the specific conditions;
- (2) the reason why the specific conditions are being imposed;
- (3) the nature of the action needed to remove specific conditions;
- (4) the time allowed for completing the actions; and
- (5) the method for requesting the Department to reconsider imposing a specific condition.

Once the circumstances that prompted the imposition of the specific conditions have been corrected, the Department may remove the specific conditions(s) upon written request of the Recipient.

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 Recipient takes corrective action;
- (2) Disallow costs for all or part of the activity associated with the noncompliance of the Recipient;
- (3) Suspend or terminate the state award in part or in its entirety;
- (4) Withhold further state funds (new awards or continuation funding) for the project or program; and
- (5) Pursue other legally available remedies.

SECTION 10- TERMINATION

The state award may be terminated in part or in its entirety as follows:

- (1) By the Department if the Recipient fails to comply with the terms and conditions of the state award.
- (2) By the Department with the consent of the 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 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 state award will not accomplish the purposes for which the state award was made, the Department may terminate the state award in its entirety.
- (4) By the Department for cause.
- (5) By the Department for convenience.

When the state award is terminated in part or its entirety, the Department and the Recipient remain responsible for compliance with the requirements set forth in the Closeout and Post- Closeout Adjustments and Continuing Responsibilities sections of the Texas Grant Management Standards, attached.

Notification of Termination Requirement

The Department must provide written notice of termination to the Recipient unless the state award is being terminated by the Recipient. If the Recipient initiates the termination of the state award, then the 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 state award to be terminated, if applicable.

Opportunities to Object, Hearings, and Appeals

Upon initiating a remedy for noncompliance (for example, disallowed costs, a corrective action plan, or termination), the Department must provide the 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 Recipient is entitled under any statute or rule applicable to the action.

Effects of Suspension and Termination

Costs to the Recipient resulting from obligations incurred by the Recipient during a suspension or after the termination of a state 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 Recipient before the effective date of suspension or termination, and not in anticipation of it; and
- (2) the costs would be allowable if the state award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

SECTION 11 – 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 Recipient. The Recipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. The Recipient must promptly refund any balances of unobligated cash that Department paid in advance or paid and that are not authorized to be retained by the Recipient for use in other projects. Liquidation of all costs must occur within 90 days of performance period end date. The Department may approve extensions.

SECTION 12 - RECORDS RETENTION AND ACCESS

The Recipient must maintain and retain records (for example, financial records, performance records, supporting documents) 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.

The 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 Recipient pertinent to the state award, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the Recipient's personnel for the purpose of interviewing and discussion related to such documents or the state 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 13 - TERMS OF ACCEPTANCE

By accepting funds under this grant, the Recipient agrees to comply with the terms and conditions of this Grant Agreement, the Local Park Grant Program Guidance, and the Texas Grant Management Standards. Recipient also agrees to comply with assurances and certifications made in its approved grant application, and applicable federal statutes, regulations and guidelines. 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 Local Park Grant Program that occurs during the term of the Grant Agreement shall be automatically incorporated into the Grant Agreement 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 Grant Agreement on behalf of the Recipient hereby warrant and guarantee that they are duly authorized by the Recipient to execute this Grant Agreement on behalf of the Recipient and to validly and legally bind the Recipient to all the terms of this Grant 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 14 – ATTACHMENTS INCORPORATED BY REFERENCE

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

TPWD Approved Budget Summary
TPWD Assurances for State Awards (Signature Required)
TPWD Recipient Monitoring Plan
Texas Grant Management Standards
Working Boundary Map
Land Dedication (Signature Required)
THC Review
TPWD Environmental Review

SECTION 15 – SIGNATURES

The signed Grant Agreement must be submitted to Recreation Grants Online within 15 days of the Recipient's date of signature. If not returned within 120 days of the Date of Issuance, this Grant Agreement is null and void.

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

TEXAS PARKS AND WILDLIFE DEPARTMENT

Signature:

Name and Title:

Date of Issuance:

SAM Number, Date, Initials: 06/04/2025 / C.L.

RECIPIENT NAME: City of El Paso

Signature of Authorized Representative: Elda R. Hefner

Name and Title: Elda Rodriguez-Hefner, Grants Administrator

Email: rodriguez-hefnere@elpasotexas.gov

Phone: 915-212-1795

Date: 06/16/2025