

## **GENERAL PROVISIONS**

### **COMMUNITY OUTDOOR OUTREACH PROGRAM PROJECT AGREEMENT**

#### **Part I – Definitions**

- A. The term "Department" as used herein refers to Texas Parks & Wildlife or any representative delegated authority to act on behalf of the Department.
- B. The term "Project" as used herein refers to a single project which is the subject of this project agreement.
- C. The term "Sponsor" as used herein refers to the political subdivision or non-profit organization which is party to the project agreement.
- D. The term "COOP" as used herein refers to the Community Outdoor Outreach Program.

#### **Part II – Continuing Assurances**

The parties to the project agreement specifically recognize that the COOP assistance project creates an obligation to the following requirements:

- A. The Sponsor agrees that the benefit to be derived by the State of Texas from the full compliance by the Sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the State, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement.
- B. The Sponsor agrees that a permanent record of the COOP project shall be kept and available for public inspection.
- C. Nondiscrimination

The Sponsor shall comply with Title VI of the Civil Rights Act of 1964, which in part,

- a) prohibits discriminatory practices resulting in unequal treatment of persons who are or should be benefiting from the grant-aided program.
- b) prohibits discriminating against any person on the basis of residence.

#### **Part III – Project Assurances**

- A. Applicable Circulars

The Sponsor shall comply with applicable regulations, policies, guidelines, and requirements including State Uniform Grant Management Standards and applicable Federal Office of Management and Budget Circulars. It is the responsibility of the Sponsor to have a State Single Audit done annually for the project. A copy of this audit will be furnished to the Department when completed.

- B. Project Application

1. The Application for State Assistance is by this reference made a part of the agreement.
2. The Sponsor possesses legal authority to apply for the grant and to finance their share of costs. A resolution, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sponsor to act in connection with the application and to provide such additional information as may be required.
3. The Sponsor has the ability and intention to finance the non-State share of the costs for the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.
2. The Sponsor will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
3. The Sponsor will require the facility or programs assisted to comply with the minimum requirements for accessibility for the handicapped in conformance with the Texas Architectural Barriers Act (Article 9102 – Texas Civil Statutes), and the Americans with Disabilities Act of 1990 (PL 101-336). The Sponsor will be responsible for conducting inspections to ensure compliance with these specifications.
4. The Sponsor shall secure completion of the work and shall secure compliance with all Federal, State, and local laws and regulations.
5. The Sponsor shall furnish quarterly progress status reports to the Department beginning with the date of approval.

D. Purchases made by the Sponsor shall meet the following requirements:

1. Contracts for purchases in excess of \$50,000 shall be awarded through a process of competitive bidding involving formal advertising, with adequate purchase description, sealed bids, and public openings. Copies of all advertisements, bids, and a copy of the contract shall be provided to the Department.
2. The Sponsor shall inform all bidders that COOP (State) funds are being used.
3. Written change orders shall be issued for all necessary changes. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kept available for audit.
4. The use, possession, sale, manufacture, or distribution of a controlled substance during CO-OP sponsored events/activities is prohibited. The abuse of prescription drugs or inhalants and/or their use in any ways which adversely affects safe performance of duties involving CO-OP events/activities is also prohibited.
5. CO-OP sponsors and participants will not use or possess alcoholic beverages or illegal drugs while conducting CO-OP sponsored events/activities. Reporting to CO-OP sponsored events/activities under the influence of alcohol or drugs is also considered a violation of this policy.
6. The operation of any vehicles of any type used to transport participants and volunteers of CO-OP sponsored events/activities while under the influence or in possession of alcohol, drugs, or other intoxicants is prohibited.
7. Any receipts submitted for reimbursement which include alcoholic purchases will be disallowed.

E. Conflict of interests

1. No official or employee of the State, local government, or non-profit organization who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract purchase or subcontract in connection with this project shall have any financial or other personal interest in any such contract.
2. No person performing services for the State, local government, or non-profit organization in connection with this project shall have a financial or other personal interest other than his employment, in any contract purchase, or subcontract in connection with this project. No officer or employee of such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the Sponsor.

F. Project Administration

1. The Sponsor shall promptly submit such reports and documentation as the Department may request.
2. Recipients of the Community Outdoor Outreach Program grant cannot use any part of these monies to fund religious worship, instruction or proselytization; participation in any religious activities by program participants must be voluntary; and efforts must be taken to ensure separation of religious activities from CO-OP funded activities.

G. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years after final payment; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditures report for the project.
3. Microfilm copies are authorized in lieu of original records.
4. The Department, State Comptroller of Public Accounts, State Auditors Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Sponsor which are pertinent to a specific project for the purpose of making audits, examination, excerpts, and transcripts.

H. Project Termination

1. The Department may temporarily suspend COOP assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.
2. The Sponsor may unilaterally terminate the project at any time prior to the first payment of the project. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by mutual agreement with the Department.
3. 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 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.
4. 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 share of the non-cancelable obligations, properly 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.

I. Noncompliance

In the event that the Sponsor does not comply with provisions as set forth in the grant contract agreement, 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.
3. If the above actions do not achieve program compliance, the Department may involve the State Attorney General's Office.

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I have read the General Provisions and understand that the project Sponsor which I represent will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Community Outdoor Outreach Program. It is also understood that the General Provisions are part of the grant contract agreement.

\_\_\_\_\_  
Signature of Official Authorized in Resolution

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date