



**TEXAS DEPARTMENT OF AGRICULTURE  
GRANT AGREEMENT**

TODD STAPLES, COMMISSIONER

Grant Agreement Number <b>HDM-14-1263</b>		Amount of Grant Funds <b>\$29,262.61</b>	
Period of Performance/Term of Agreement From: <b>02/01/2014</b> To: <b>01/31/2015</b>		Amount of Matching Funds <b>\$ 0.00</b>	
Grant Program: <b>Texans Feeding Texans: Home-Delivered Meal Grant Program</b>		Type <b>State – General Revenue</b>	
Project Title: <b>2014 Texans Feeding Texans: Home-Delivered Meal Grant Program</b>			
<b>GRANTEE</b>		<b>GRANTOR</b>	
Name <b>Nueces County</b>		Name <b>Texas Department of Agriculture</b>	
Physical Street <b>901 Leopard Street, Room 303</b>		Physical Street <b>1700 North Congress Avenue Stephen F. Austin Building, 11<sup>th</sup> Floor</b>	
City/State/Zip <b>Corpus Christi, TX 78401</b>		City/State/Zip <b>Austin, Texas 78701</b>	
Project Manager <b>Roxana Sandoval</b>		Grants Coordinator <b>Karen Reichek</b>	
Phone <b>361-888-0225</b>	Email <b>roxana.sandoval@co.nueces.tx.us</b>	Phone <b>512-936-2450</b>	E-mail <b>Grants@TexasAgriculture.gov</b>

**Authority and Purpose**

Chapter 12 of the Texas Agriculture Code (Code) provides that the Grantor, shall encourage the proper development of agriculture and that the Grantor may enter into cooperative agreements with local, state, federal and other governmental entities to carry out its duties under the Code.

In accordance with Section 12.042 of the Texas Agriculture Code, funds have been appropriated to the Grantor to help defray the costs of providing home-delivered meals that are not fully funded by the Department of Aging and Disability Services or an area agency on aging.

**Required Attachments**

- Attachment A – Award Specific Provisions
- Attachment B – Standard Terms and Conditions
- Attachment C – Approved Grant proposal and Budget
- Attachment D – Certification and Assurances

- Attachment E – Allowable and Non-Allowable Expenses, *if applicable*
- Attachment F – W-9 Form

All required attachments are incorporated into this grant agreement as if fully set forth herein.

Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by both parties to this Agreement or as otherwise provided. Such amendments shall not invalidate this agreement, nor relieve or release the Grantor or the Grantee from its obligations under this Agreement.

**Authorized Signatory.** Each person signing the Agreement certifies that he or she is authorized by the Grantor or Grantee to bind the party on whose behalf they are signing to the terms and conditions in the Agreement.

This Agreement is executed by the Parties in their capacities as stated below.

Grantee	Grantor
 Samuel Neal Jr., County Judge	 Drew DeBerry, Deputy Commissioner
Date <b>1/10/14</b>	Date

**Texas Department of Agriculture**  
**Attachment A – Award Specific Provisions**

**1 Program Purpose and Grant**

- 1.1 This Agreement is for the Texans Feeding Texans: Home-Delivered Meal Grant Program (“Program”) to distribute grant funds to eligible organizations that provide home-delivered meals to homebound persons who are elderly and/or have a disability.
- 1.2 ~~Grantee has applied for a grant from the Program and has met all requirements for receiving the Grant.~~
- 1.3 Grant Budget. Grantee shall provide a detailed budget for the year, attached hereto as "Attachment C", not to exceed a total of \$29,262.61 for all awards granted for the Term of the Agreement, signed by the Grantee, using the budget categories by which Grantee shall be submitting Quarterly Report information.

**2 Grantee Obligations**

- 2.1 Payment Schedule. The Grantor shall make a grant award not later than February 1 to Grantee. Fifty percent (50%) of grant funds awarded shall be allocated and distributed to Grantee on or before February 1. The remaining fifty percent (50%) of such grant award shall be allocated and distributed to Grantee on or before August 1. Notwithstanding any other provision of this subchapter, the Department may deny, revoke, suspend, or withhold a grant award for misuse of grant funds, or failure to comply with any requirement of Texas Administrative Code Title 4, Part 1, Chapter 1, Subchapter O, Sections 1.950 et seq.
- 2.2 Performance by Grantee. Grantee shall use Grant in accordance with the terms of this Agreement and Texas Administrative Code Title 4, Part 1, Chapter 1, Subchapter O, Sections 1.950 et seq.
- 2.3 Non-expended Grant Funds. Grantee understands and acknowledges that grant funds that are not expended by Grantee prior to the end of the Term of Agreement, including any authorized extensions, must be returned to the Grantor. Failure to remit unused funds may result in legal action against Grantee, including, without limitation, making Grantee ineligible for future Program funds.
- 2.4 Grantee’s Menu and Substitution Procedure. Grantee shall have all menus and meal substitution procedures approved by a registered dietician or a person with a bachelor’s degree (or higher) in food and nutrition, dietetics, or food service management, who is currently employed as a dietitian or dietary consultant in a hospital, nursing facility, school, home-delivered meal organization, or in private practice. Grantee shall maintain documentation of such approval.
- 2.5 Grantee Meal Delivery and Temperature Standards and Procedures. Grantee shall maintain policies to ensure compliance with meal temperature standards and the Program’s four-hour delivery requirement at each meal preparation location. Grantee shall also maintain records demonstrating compliance with Grantee’s policies. If Grantee does not comply with meal temperature standards and the four-hour delivery requirement due to exceptional circumstances, the Grantee should seek a written waiver from Grantor as soon as practicable following the occurrence of the exceptional event or circumstances. If Grantee fails to comply with the Program’s four-hour delivery requirement, Grantee will be required to implement corrective action, as determined by TDA, prior to applying for future funds.

- 2.6 Failure to Obtain a Food Establishment Permit or Comply with Texas Food Establishment Rules (TFER). If it is determined that Grantee failed to obtain a required food establishment permit, or that Grantee failed to comply with TFER, Grantor, at its sole discretion, may exercise the remedies set forth in sections 6.1 and 7.1 of this Agreement, including, without limitation, termination of the Agreement and taking legal action to obtain full repayment of the Grant.
- 2.7 Notice of Failure to Receive County Grant. Grantee shall promptly notify the Grantor of any failure to receive or reduction in the amount of the county grant funds required by Texas Administrative Code Title 4, Part 1, Chapter 1, Subchapter O, Section 1.953 as reported by Grantee in its application for funds under this Program. Failure of Grantee to receive, or reduction in the amount of, county grant funds may result in the withholding or revocation of a Grant or require Grantee to refund Grant funds disbursed.
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- 2.8 Eligible Meals. The Grant is based on the number of Eligible Meals served by Grantee. Eligible Meals are calculated by subtracting the meals funded by the Texas Department of Aging and Disabilities and/or Area Agency on Aging from the total number of meals delivered as reported by Grantee in a county between September 1, 2012 and August 31, 2013. The Grant is calculated on the remaining number of meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If an audit or review of the Grant reveals that Grantee has received Grant funds based on Ineligible Meals, Grantee will be required to repay Grantor the amount of the excess Grant funds received, on terms and conditions as may be set by Grantor.

## Texas Department of Agriculture

### Attachment B—Terms and Conditions

- 1.1 **Application.** Grantor and Grantee (the Parties) agree to the following terms and conditions, which are applicable unless a term of the Award Specific Provisions clearly indicates otherwise. In the event that any terms between Attachment A and Attachment B of this agreement conflict, Attachment A shall control.
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## 2. Definitions

- 2.1 **“Agreement”** – The Grant Agreement and all attachments thereto.
- 2.2 **“Authorized Official”** – Grantee’s representative authorized to bind the Grantee and take action on its behalf.
- 2.3 **“Commissioner”** – The Commissioner of Agriculture.
- 2.4 **“Department”** – The Texas Department of Agriculture.
- 2.5 **“Deputy Commissioner”** – The Deputy Commissioner of Agriculture.
- 2.6 **“Fiscal Officer”** – Grantee’s designated representative responsible for all financial and budget reporting functions related to the administration of the grant, as required by the Agreement.
- 2.7 **“Grant Coordinator”** – Grantor’s designee responsible for and authorized to coordinate the Grant Program.
- 2.8 **“Non-Expendable Personal Property”** – Tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000.00 or more per unit.
- 2.9 **“Project Manager”** – Grantee’s designated representative responsible for day-to-day project management and coordination.

## 3 Reporting Requirements.

### 3.1 Performance Reports.

**A. Quarterly Reports Required.** Performance reports shall be submitted on a form prescribed by Grantor. These reports shall be in a narrative format, from one to three pages in length, and detail the accomplishments of the project objectives for the previous three-month period. The due dates for reports are thirty days after the end of each report period set in section 3.3.

**B. Final Performance Report.** The final report shall follow the format prescribed by the

Grantor. The Final Performance Report is due thirty days after the expiration or termination of this Agreement, whichever occurs first.

### **3.2 Budget Reports.**

**A. Budget Reports.** Budget Reports shall be submitted on a form prescribed by Grantor. These reports shall detail use of grant funds spent to date and must be submitted within the time prescribed by Section 3.3 of this Attachment B.

**B. Budget Report.** Both the Fiscal Officer and the Project Manager must sign the Final Budget Report. The form shall detail the use of all award funds in accordance with the approved budget. The Final Budget Report is due sixty days after the expiration or termination of this Agreement, whichever occurs first. Grantor shall not reimburse any expenses incurred after the termination of this Agreement

**3.3 Quarterly Reporting Periods.** Quarterly reports must be submitted no later than thirty days after the end of the following reporting periods:

- September 1 thru November 30;
- December 1 thru February 28;
- March 1 thru May 31; and
- June 1 thru August 31.

**3.4 Annual Inventory of Property.** Grantee's Project Manager or Fiscal Officer shall provide to the Grantor an Annual Inventory of Grantor Non-Expendable Personal Property detailing the items' location and condition on the form prescribed by the Grantor.

**3.5 Failure to Comply with Reporting Requirements.** Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in the revocation of a Grant, withholding of request(s) for reimbursement, requiring the repayment of Grant funds disbursed to Grantee, and/or Grantee's ineligibility for future Program funds.

## **4 Agreement Modifications**

**4.1 Agreement Modifications.** The Agreement cannot be changed, terminated or modified in any manner other than as provided for herein. Grantor is not obligated to approve requests for modification.

**4.2 Requested Agreement Changes by Grantee.** The Grantee may request changes to the Agreement, budget or objectives and deliverables by submitting the requested change to the Grantor in writing. Except as otherwise provided in the Agreement, requested changes shall only become effective upon written approval of the Grantor. Written notice of approval or denial of the Grantee's request will be sent to the requestor.

**4.3 Time for Requesting Agreement Changes.** The Grantee may request changes to the Agreement by submitting the requested change, in a format prescribed by Grantor, including justification for the request, to the Grant Coordinator no later than thirty days prior to the end of the Term of Agreement. Requests for Agreement changes may be submitted for

approval within thirty days prior to the end of the Term of Agreement, but only for good cause as determined by the Grantor based on the justification submitted with the request.

The following requests shall be considered:

**A. Material Budgetary Changes.** If a budgetary change for an amount exceeding 10% of the Grant Award is needed, it must include:

- 1) A statement explaining the need for the change; and
- 2) Documentation indicating the line items and amounts to be changed.

**B. Programmatic Change.** If a programmatic change is requested, such as the scope, target, or focus of the Grant Project, the request shall include a detailed explanation and a statement for the change.

**C. Agreement Extension.** Grantee shall submit to Grantor written request with an explanation, for an extension of the Agreement not less than thirty days prior to the end of the Term of Agreement. The explanation should demonstrate that the extension is necessary due to unforeseeable circumstances preventing completion of the Grant Project.

**4.4 Budgetary Revisions.** The Grantee is allowed to make budgetary revisions without prior approval for up to 10% of the grant award. The total of the revisions is a cumulative amount totaling 10% of the award. These funds may only be reallocated to eligible and previously approved line items, excluding indirect costs and equipment purchases. Notification of any revisions must be submitted to the Grantor in writing within ten business days prior to the subsequent payment request.

**4.5 Grantor Amendment.** Grantor may alter, amend, change, modify, revise, or supplement the terms of the Agreement by providing written notice of amendment to Grantee. Grantee's continued performance under the Agreement constitutes acceptance of Grantor's amendment.

**4.6 Approved Changes Become Part of Agreement.** Once approved in accordance with this Attachment, approved changes become a part of the Agreement, superseding all provisions that are inconsistent herein.

**4.7 Lack of Approval for Budget Transfers.** Lack of prior approval for the following will be grounds for denial of reimbursement requests for the following items:

- A. Budget transfers exceeding 10% of the grant award;
- B. Indirect costs; and/or
- C. Equipment purchases.

**4.8 Grantee Project Manager Change.** Grantee shall notify Grantor in writing within seven days of Grantee's Project Manager separation from, or notice of intent to separate from the

Grant during the Term of the Agreement. Such notice shall include the date of termination of the Project Manager's affiliation.

**4.9 Grantor's Approval of Proposed Project Manager Change.** Grantor shall review Grantee's request and provide written approval or denial of the proposed change within 10 business days after receiving such notice from Grantee. If Grantor does not approve such substitution, then the Agreement shall be temporarily suspended until an alternative Project Manager is approved or the Agreement is terminated in accordance with Section 8.1 of this Attachment B.

**4.10 Reimbursement After Project Manager Separation.** Unless Grantor has approved the Project Manager change under Section 4.9 above, Grantor will not reimburse Grantee for any expenditure directly associated with the Project Manager under the Agreement that is incurred after the effective date of termination provided in the written notice under Section 4.8 above. Such expenditures include, but are not limited to the Project Manager's salary, incidentals, and/or travel. In the event of any conflict between Sections 4.10 and 8.5 of this Attachment B, Section 8.5 will prevail.

## **5 Compliance**

**5.1 Access to Records.** During the Term of Agreement and for at least three years after termination of the Agreement, Grantee shall allow representatives of Grantor and/or the State Auditor's Office upon request by such, access to and the right to examine the premises, books, accounts, records, files and other papers or property belonging to or in use by Grantee and pertaining to the Agreement. Such records shall be maintained by Grantee at a location that is readily accessible to Grantor and/or the State Auditor's Office.

**5.2 Authority to Audit and Investigate.** Grantee understands that acceptance of grant funds under the Agreement acts as acceptance of the authority of the State Auditor's Office, its successor agency, and any representative of the Grantor to conduct an audit or investigation in connection with such funds. Grantee further agrees to cooperate fully with the State Auditor's Office, its successor or any representative of the Grantor in the conduct of the audit or investigation, including providing all records requested and providing the State Auditor or any representative of the Grantor with access to any information they consider relevant to the investigation or audit. Grantee shall ensure that the clause concerning the authority to audit funds received indirectly by any subcontractors used by Grantee and their requirement to cooperate is included in any subcontracted awards.

**5.3 Records Retention.** All records under the Agreement are required to be maintained by the Grantee for three years after the expiration or termination of the Agreement, or any litigation or audit is completed, whichever is longer.

**5.4 Copies of Financial Audit.** If Grantee has a financial audit performed in any year during which Grantee receives funds from Grantor, and if the Grantor requests information about the audit, the Grantee shall provide such information to Grantor or provide information as to where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which the Grantor's funds are included.

- 5.5 Notification Regarding Grantee's Fiscal Officer or Authorized Individual Changes.** Grantee shall immediately notify Grantor if Grantee's Fiscal Officer or Authorized Individual leaves or otherwise changes during the Term of Agreement. Grantor shall not process grant payments during any period of time for which Grantee has failed to designate a Fiscal Officer or Authorized Individual.
- 5.6 Notification of Subcontract/Assignment.** Any delegation by Grantee to a third party of any of the duties and responsibilities under the Agreement shall not relieve Grantee of its responsibility to Grantor for its proper performance under the Agreement. Grantee cannot subcontract or assign any of its duties under the Agreement without advance written notice to Grantor and prior written approval of Grantor, which shall not be unreasonably withheld. Lack of notice may be grounds for termination of the Agreement.

## **6 Intellectual Property**

- 6.1 Copies of Materials to Grantor; Non-Disclosure.** The Grantee shall provide to the Grantor any Intellectual Property, information, data, conclusions, or reports as it may develop or produce as a result of the Agreement at least thirty days prior to its publication, release, or dissemination, in any form, for Grantor's review and comment. If Grantee and Grantor agree for good cause that such materials or information should remain confidential, Grantee shall not disclose or publish any information gathered, compiled, produced, reviewed or controlled by Grantee in connection with the approved Grant Project defined in Attachment C. For purposes of this section, good cause includes (i) breach of the Agreement by Grantee and (ii) Grantee's failure to meet the Grant Project's objectives. The Grantee shall provide to the Grantor copies of all printed or recorded materials which describe or publicize the project, including brochures, press clippings, audio and video tapes, and photographs of sites and signs. The Grantor shall have the right to publicize the Grant Project and to use and disseminate the information, data, conclusions, articles, reports, brochures, audio and videotapes, photographs, and other items provided by Grantee. Notwithstanding any other provision in the Agreement, Grantee agrees that if Grantee commits a material breach of the Agreement, or if Grantor terminates the Agreement for cause, then Grantor shall be the sole owner of any Intellectual Property created under the Agreement, and Grantee has no rights to said Intellectual Property whatsoever.
- 6.2 Reports to Grantor.** If the Grantee first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property during the course of its work under the Agreement, it shall report that fact to the Grantor.
- 6.3 Copies of Intellectual Property Materials to Grantor.** The Grantee must submit a copy of any intellectual property materials produced as a result of the Grant Project to the Grantor at least thirty days prior to publication, release, or dissemination.
- 6.4 Funding Statement.** All materials produced as a result of the Grant Project must include a statement that the work was funded, in whole or in part, by the Grant Program as administered by the Texas Department of Agriculture.



**6.5 Grantor's Rights.** The Grantee may obtain governmental protection for rights in the intellectual property. However, the Grantor reserves a royalty-free, nonexclusive, perpetual and irrevocable license to use, publish, or reproduce for sale or otherwise, and to authorize others to use, publish, or reproduce, for sale or otherwise (to the extent consistent with the rights of third parties) any intellectual property created or produced in whole or in part with funds received under the Agreement and for which the Grantee obtains intellectual property rights.

**6.6 Grantee's Responsibilities.** In performing work under the Agreement, the Grantee shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third party's intellectual property rights. It shall hold the Grantor harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the Grantor against, any claims for infringement related to its work under the Agreement to the extent allowed by law without establishing a sinking fund.

**6.7 Subcontract Provisions.** The Grantee shall include provisions adequate to effectuate the purposes of Section 6 of this Attachment in all subcontracts under the Agreement in the course of which intellectual property may be produced or acquired.

**6.8 Intellectual Property Developed with Other Funding.** Nothing in Section 6 of this Attachment is intended to give the Grantor a right to any intellectual property developed with funds other than those provided by the Agreement or used as matching funds under the Agreement.

## **7 Payments.**

**7.1 Lack of Funding.** The Agreement is subject to the availability of state, federal or private funds. If such funds become unavailable during the Term of Agreement and Grantor is unable to obtain sufficient funding for the Agreement, the Agreement will be reduced or terminated.

**7.2 Grantee in Good Standing.** Grantee understands that in order to be eligible for payment from Grantor, Grantee must be in good standing with the Texas Comptroller of Public Accounts.

**7.3 Reimbursement.** Grantor shall reimburse Grantee only for actual, reasonable and necessary expenses, in accordance with the following circulars, directives, policies and standards:

- A. OMB Circular A-102, 2 CFR 215, 2 CFR 220, 2 CFR 225, and 2 CFR 230 as applicable;
- B. The Uniform Grant Management Standards ("UGMS");
- C. As provided for in Attachment C, and to the extent the expenditure is allowable as determined by Grantor; and
- D. Only to the extent such expenses have been incurred by Grantee in the fulfillment of the objectives provided for in Attachment C.

**7.4 Reimbursement Documentation.** Grantee shall submit to Grantor, for each

reimbursement request, a completed Payment Request and Budget Compliance Report on a form designated by Grantor, including the following information, if applicable:

- A. Personnel Costs.** Back-up documentation for salary/wages and fringe benefits must be provided that detail personnel time billed directly to the program.
- B. Travel Costs.** Travel costs are allowable for transportation, lodging and related expense items incurred by Grantee while traveling within Texas on official business directly related to the Grant Project. Reimbursement for travel is limited to the federal Domestic Per Diem Rates, which can be found on the U.S. General Services Administration (GSA) Web site. For locations not listed on the GSA site, the rate will be limited to travel reimbursement rates as set by the Texas Comptroller of Public Accounts. The Grantor will address exceptions on a case-by-case basis. Copies of receipts for all expenditures, regardless of the amount, must accompany the request—including, but not limited to, airfare, lodging, transportation, incidentals, etc. A brief justification for the travel must also be included. Meals, or any food related items related to travel and or per diem expenses are not an allowable cost and will not be approved for reimbursement.
- C. Supplies and Other Operating Costs.** Copies of vendor invoices for purchases of \$500.00 or more and an itemized list of all invoices for purchases of less than \$500.00 must accompany the Payment Request. All backup documentation, including original copies of vendor invoices, must be made available to Grantor upon request during any audit conducted at Grantee's premises under the Agreement.
- D. Indirect Costs.** Grantor's maximum obligation also includes indirect costs of up to ten percent (10%) of actual costs. The inclusion of these indirect costs shall not change Grantor's maximum obligation under this Agreement. In order to be reimbursed for indirect costs, Grantee must provide an Indirect Cost Plan to Grantor for approval.

**7.5 Payment Requests.** Grantee must submit payment requests in a manner as prescribed by Grantor at least quarterly, with no greater frequency than monthly.

**7.6 Final Payment Request.** The final payment request must be received no later than sixty days following the completion of the Grant Project or after the expiration or termination of the Agreement, whichever occurs first.

**7.7 Payment Schedule.** In order to be eligible for reimbursement of a payment request, all reporting requirements must be current.

Grant funds shall be paid according to the following schedule.

- A.** Up to 90% of the total grant award may be disbursed provided the work for which payment is requested has been completed and proper documentation to substantiate the request has been submitted pursuant to Section 7.4.
- B.** The remaining 10% may only be disbursed if the disposition of all property purchased under the Agreement is submitted utilizing the form designated by the Grantor (if applicable).

- 7.8 **Payment Classification.** Funds reimbursed under the Agreement must be classified as “grants” for financial reporting purposes.
- 7.9 **Use of Funds.** Quarterly reports must demonstrate the expenditure of funds in a timely manner, as well as corresponding progress towards Grantee’s project objectives. Lack of progress will be considered a breach of this agreement and unless cured in the time prescribed by Grantor, will result in the termination of this agreement.
- 7.10 **Non-expended Grant Funds.** ~~Grantee understands and acknowledges that grant funds that are not expended by Grantee prior to the end of the Term of Agreement, including any authorized extensions, shall be forfeited.~~
- 7.11 **Required Repayment of Grant Funds.**
- A. Grantor will deny any requests for reimbursement and/or require repayment of Grant funds disbursed to Grantee if:
- 1) Grant funds are misused;
  - 2) Grantee violates any term, condition or provision of this Agreement; or
  - 3) Grantee made any misrepresentations to Grantor in obtaining this Grant.
- B. This provision is not exclusive of other grounds for withholding or requiring repayment of grant funds or any other remedy, civil or criminal, which may be available to Grantor.
- 7.12 **Matching Funds.** Grantee is required to expend matching funds in an amount equal to or greater than the pledged match as outlined in Attachment C. Requests for reimbursement will only be paid after Grantee provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

## 8 Termination of Agreement

- 8.1 **Agreement Termination.** The Agreement may be terminated at any time by mutual consent. In addition, either party may terminate the Agreement, without cause, upon thirty days’ written notice via registered or certified mail, return receipt requested, to the other party. Early termination of the Agreement shall not relieve Grantee from the obligation of providing final performance and budget reports regarding the expenditure of grant funds received prior to termination. If one party terminates the Agreement, pursuant to this section, then the effective date of termination is thirty days from the date that the non-terminating party receives the notice of termination.
- 8.2 **Immediate Termination.** Any default or breach of the Agreement, including but not limited to, Grantee’s failure to meet reporting requirements for more than one quarter (does not have to be consecutive), or fulfill any other obligation under the Agreement, shall constitute cause for immediate termination of the Agreement. Such termination is effective upon written notification by Grantor by mailing written notice via registered or certified mail, return receipt requested, to Grantee. The effective date of termination is three days after Grantor mails Grantee notice of termination.

- 8.3 **Curable Breach.** If Grantor determines that a breach by Grantee is curable, Grantor may send written notice to Grantee stating the nature of the breach. Should the breach not be cured by Grantee within thirty days from the date of the notice, the Agreement will be immediately terminated. Forbearance of this section or any other termination provision by Grantor shall not constitute a waiver of the breach.
- 8.4 **Termination for Lack of Appropriate License/Permits.** Grantee's failure to obtain and maintain applicable federal, state, and local licenses and permits shall constitute cause for immediate termination of the Agreement.
- 8.5 **Reimbursement upon Termination.** In the event of termination of the Agreement, Grantee shall be reimbursed for eligible, documented expenses in accordance with the Agreement up to the date of termination. Expenses incurred beyond the date of termination will not be reimbursed, and Grantee specifically waives all rights to any further funds upon termination of the Agreement.
- 8.6 **Effect of Expiration or Termination.** Sections 3.1, 3.2, 5.1, 5.2, 5.3, 5.4, 6.1, 6.3, 6.4, 7.11, 8.1, 9.5, and 9.6 of this Attachment B shall survive the expiration or termination of the Agreement. Notwithstanding anything to the contrary contained in the Agreement, termination of the Agreement shall not release or relieve either Grantor or Grantee from any liabilities or damages arising out of any breach of the representations and warranties made by it, or its failure to perform any of the covenants, agreements, duties or obligation arising under the Agreement.

## 9 Disposition of Property

- 9.1 **Property Vested in Grantee.** When personal property is acquired by Grantee with grant funds, title shall be vested in Grantee, subject to the Agreement.
- 9.2 **Personal Property Used in Accordance with the Agreement.** During the Term of Agreement, such personal property shall be used in accordance with the Agreement to accomplish the public purposes served by the Grant Project.
- 9.3 **Maintenance of Property Records.** Grantee must maintain property records that include a description of the property, a serial number or other identification number, the source of property, who holds the title, the acquisition date, and cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property, on a form prescribed by Grantor.
- 9.4 **Physical Inventory.** A physical inventory of the property shall be taken and the results reconciled with the property records at least once every two years, or prior to termination of the Agreement, as applicable.
- 9.5 **Non-Expendable Personal Property.** After the termination of the Agreement, Grantee may continue to use any Non-Expendable Personal Property acquired under the Agreement

in the Grant Project as long as needed, whether or not the project continues to be supported by grant funds. In the alternative, Grantee may sell the property and reinvest the proceeds in the Grant Project.

**9.6 Property Disposition at Project Expiration or Termination.** If the Grant Project has terminated and the property is no longer being used for the purposes specified in the Grant Project, then the property must be disposed of as follows:

- A. If the property has a current per-unit fair market value of less than \$5,000.00, Grantee may use the property for other activities without reimbursement to Grantor or sell the property and retain the proceeds.
- B. If the property has a current per-unit fair market value of \$5,000.00 or more, Grantee may retain the property for other activities, or sell it, but shall in either case compensate Grantor for its share. The amount of compensation shall be computed by applying the percentage of Grantor's actual participation in the cost of the original project to the current fair market value of the property.
- C. If Grantee has no further need for and is unable to sell the property, Grantee shall request disposition instructions from Grantor.

**9.7 Expendable Personal Property.** Expendable personal property shall vest in Grantee upon acquisition. If there is a residual inventory of such property exceeding \$5,000.00 in total aggregate fair market value upon completion of the Grant Project, Grantee may retain the property for other activities, or sell it, but must in either case compensate Grantor for its share. The amount of compensation shall be computed in the same manner as Non-Expendable Personal Property. If Grantee has no further need for and is unable to sell the property, Grantee shall request disposition instructions from Grantor.

## **10 General Terms and Conditions**

**10.1 Delegation to Third-Party.** Grantee is not relieved of its duties and obligations imposed by the Agreement through delegation by Grantee to a third-party.

**10.2 Agreement Binding.** The Agreement shall be binding on and inure to the benefit of the parties and their officers, executives, administrators, legal representatives, and successors except as otherwise specified herein. Neither party may assign or transfer the Agreement without the written consent of the other party. The parties intend to be legally bound and have executed the Agreement as evidenced by their signatures on the date indicated below. The Agreement is not effective unless and until it has been signed by both parties.

**10.3 Grantee Responsible for Compliance.** Grantee shall be solely responsible for compliance with all federal, state, and municipal laws, ordinances, regulations, and purchasing or contracting guidelines in the accomplishment of the Grant Project funded by the Agreement, and failure to comply with such shall constitute cause for immediate termination of the Agreement in accordance with Section 8.2 of this Attachment.

- 10.4 Agreement does not Create Debt.** The Agreement shall not be construed as creating any debt on behalf of the State of Texas, and/or Grantor in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, all obligations of the State of Texas or Grantor hereunder are subject to the availability of appropriations and authorization to pay by the Texas Legislature.
- 10.5 Delivery Methods.** Unless specifically provided herein, any required notice to be given by either party to the other party must be affected by personal delivery in writing or by mailing same the registered or certified mail, return receipt requested. All notices shall be addressed to the parties at the address stated in the Agreement unless a change of address has been given in the manner provided for in this section.
- 10.6 Inspection by Grantor.** During the Term of Agreement, Grantor may inspect Grantee's premises, accounting records, property records, and other records, to monitor Grantee's performance of the work and expenditures of the grant funds. Grantor further has the right to make a visual inspection of any assets purchased or constructed with grant funds.
- 10.7 Indemnification.** Grantee shall indemnify and hold harmless, to the extent allowed by the laws and Constitution of the State of Texas, Grantor, its executives, officers, agents and employees, from any and all claims, demands, and causes of action arising from or related to Grantee's performance under the Agreement, including reasonable attorney's fees and settlement costs incurred in defending or settling any such claims to the extent allowed by law without establishing a sinking fund.
- 10.8 Grantee Not Employee of Grantor.** Grantee, its employees, contractors, and/or subcontractors shall not present themselves as or be construed as employees or agents of Grantor. Neither Grantee nor its employees have an employer-employee relationship with Grantor.
- 10.9 Representations and Warranties of Grantee.** Grantee represents and warrants that: it has the full right and authority to enter into the Agreement and to bestow on Grantor the rights and privileges set forth in the Agreement; it has obtained all necessary approvals prior to execution of the Agreement; it is in good standing with the Texas Comptroller of Public Accounts, and in all other jurisdictions in which it is required to be so qualified for performance of the Agreement; and it has paid all necessary fees, and it has obtained all necessary certifications, registrations, approvals and licenses necessary to perform the Agreement.
- 10.10 Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue shall lie in the District Courts of Travis County, Texas.
- 10.11 Dispute Resolution.** The Agreement is subject to the dispute resolution procedures set forth in Chapter 2260 of the Texas Government Code.
- 10.12 Uniform Grant Management Standards.** The Agreement shall comply in all respects with

the Uniform Grant Management Standards (UGMS), Texas Government Code, §783.007. In the case of any conflicts between UGMS and the Agreement, UGMS shall control.

- 10.13 Texas Public Information Act.** Grantee acknowledges that all information provided by Grantee pursuant to the Agreement, including information and material referred to in the Agreement, attachments and/or any amendments thereto, is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be subject to disclosure to the public.
- 
- 10.14 Headings.** Captions and headings of the sections or paragraphs of the Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of the Agreement, nor shall they be employed to interpret or aid in the construction of the Agreement.
- 10.15 Severability.** If any part of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from the Agreement and the remaining part shall remain in full force and effect, and the parties shall promptly negotiate to replace invalid or unenforceable provisions that are essential parts of the Agreement.
- 10.16 Waiver.** A waiver by Grantor of any provision hereunder shall not operate as a waiver of any other provision, or a continuing waiver of the same provision in the future.
- 10.17 Antitrust.** Grantee represents and warrants that neither Grantee nor any firm, corporation, partnership, or institution represented by Grantee, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this grant award.
- 10.18 Force Majeure.** Neither Grantee nor Grantor shall be liable to the other for any delay in, or failure of performance, of any requirement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
- 10.19 Buy Texas.** Grantee shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

**10.20 Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213.**

- a. Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- b. If applicable, Grantee shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration —Buy Accessible Wizardl (<http://www.buyaccessible.gov>). Vendors not listed with the —Buy Accessible Wizardl or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the —Buy Accessible Wizardl or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

**10.21 Confidential Information.** If it is necessary for Grantee to include proprietary or otherwise confidential information in its Proposal or other submitted information, Grantee must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by Grantee to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Grantee may protect trade and confidential information from public release.



**TEXAS DEPARTMENT OF AGRICULTURE  
ATTACHMENT C – APPROVED BUDGET**

Name of Grantee: **Nueces County**

As previously stated in Attachment A, the Grant is based on the number of Eligible Meals served by Grantee. Eligible Meals are calculated by subtracting the meals funded by DADS/AAA from the total number of meals delivered as reported by Grantee in a county between September 1, 2012 and August 31, 2013. The Grant is calculated on the remaining number of meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If an audit or review of the Grant reveals that Grantee has received Grant funds based on Ineligible Meals, Grantee will be required to repay Grantor the amount of the excess Grant funds received, on terms and conditions set by Grantor.

COMPLETE THE TABLE BELOW. Please estimate, to the best of your ability, how Texans Feeding Texas: Home Delivered Meal Grant Program funds will be expended for your organization during the grant period.

<i>County</i>	<i>Nueces</i>
<b>Application Number</b>	<b>HDM-14-1263</b>
<b>Total # Meals Delivered (as reported by Grantee)</b>	47,088
<b>Total # Meals Funded by DADS/AAA (Ineligible)</b>	29,437
<b>Remaining Eligible Meals</b>	17,651
<b>Calculated Grant Amount</b>	<b>\$29,262.61</b>
<i>Expenditure Category</i>	<i>Estimated Amount</i>
Personnel	\$
Food/Meals	\$29,262.61
Equipment	\$
Building Occupancy	\$
Transportation	\$
Office Supplies and Services	\$
Other: Please specify exactly	\$
a.	\$
b.	\$
c.	\$
d.	\$
<b>Total Grant Amount</b>	<b>\$29,262.61</b>

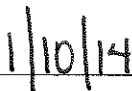
During the grant year, Grantee must demonstrate that TDA grant funds were used to directly supplement or extend existing meal services to homebound persons that are elderly and/or have a disability.

By signing, I certify that the information entered on this form is true and correct to the best of my knowledge.

Authorized Official Signature:

Date:

  
\_\_\_\_\_  
Samuel Neal Jr., County Judge

  
\_\_\_\_\_  
1/10/14

## CERTIFICATIONS AND ASSURANCES

This certification is a material representation of fact upon which the Texas Department of Agriculture (TDA) relies in determining the award of this agreement. If it is later determined that the Grantee knowingly rendered an erroneous certification, TDA, in addition to any other remedies available to the state and federal governments, may take appropriate action.

Grantees must complete this form before they will receive state and/or federal funds. Recipients of state and/or federal funds must fully understand and comply with these requirements. Failure to comply with applicable assurances may result in the withholding of funds, termination of the award, or other sanctions.

The Grantee hereby assures and certifies compliance with all applicable federal and state statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), A-110 (2 CFR Part 215), A-122 (2 CFR Part 230), and A-133, as applicable; Executive Order 12372; and Uniform Agreement Management Standards (UGMS) that govern the application, acceptance and use of funds for this project. Also, by signature hereon, the Grantee assures and certifies that:

1. LEGAL AUTHORITY — It possesses legal authority to enter into the agreement, including all understandings and assurances contained therein, and the person identified as the official representative of the Grantee is duly authorized by the Grantee to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of the Grantee, and to validly and legally bind the Grantee to all of its terms, performances, and provisions.
2. CONTRACT/AGREEMENT ADMINISTRATION — It will maintain an appropriate agreement administration system to ensure that all terms, conditions and specifications of the agreement, including these standard assurances, are met.
3. RELATIVES — It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Grantee's governing body or of the Grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
4. PUBLIC INFORMATION — It will ensure that all information collected, assembled or maintained by the Grantee relative to a project assisted by this award will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
5. OPEN MEETINGS — If the Grantee is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
6. CHILD SUPPORT PAYMENTS — Under Section 231.006, Texas Family Code, relating to child support obligations, the Grantee and any other individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

*Attachment D*

7. SUSPECTED CHILD ABUSE — It will comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
8. NONDISCRIMINATION — It will comply with all State and Federal statutes relating to nondiscrimination, including the following:
  - ◆ The Civil Rights Act of 1964, as amended (42 U.S.C. 2000d *et seq.*)
  - ◆ ~~Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)~~
  - ◆ The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*)
  - ◆ The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*)
9. DISPLACED PERSONS — It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 U.S.C. §§ 4601 - 4655) which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs.
10. POLITICAL ACTIVITY — It will comply with provisions of federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by federal agreements. (5 U.S.C. § 1501 *et seq.*)
11. FAIR LABOR STANDARDS ACT — It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§ 201 - 219) and the Intergovernmental Personnel Act of 1970, as applicable.
12. EPA VIOLATING FACILITIES — It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental Protection Agency's (EPA's) list of Violating Facilities, and that it will notify TDA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
13. FLOOD INSURANCE — It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (42 U.S.C. § 4001). This section requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, agreement, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or agreement, or any other form of direct or indirect Federal assistance.
14. CONSERVATION — It 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 river system.
15. HISTORIC PRESERVATION — It will comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 *et seq.*) by (a) consulting with the Texas Historical Commission, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying TDA of the existence of any such properties, and by (b) complying with all requirements established by the Texas Historical Commission or TDA to avoid or mitigate adverse effects upon such properties.

*Attachment D*

16. ANIMAL WELFARE — It will comply with the Laboratory Animal Welfare Act of 1966 (Public Law 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.
17. HUMAN TEST SUBJECTS — It will comply with 45 CFR Part 46 regarding the protection of human subjects involved in research, development and related activities supported by this award.
18. TAXES — It will comply with all State and Federal tax laws and is solely responsible for filing all required State and Federal tax forms. The Grantee also certifies that it is not delinquent in the payment of any franchise taxes owed the State of Texas.
19. ELIGIBILITY; FINANCIAL PARTICIPATION — Under Texas Government Code, Section 2155.004, no person who received compensation for participating in preparing the specifications or request for proposals on which this agreement is based has any financial interest in this agreement. The Grantee certifies that the individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.
20. COMPLIANCE WITH REQUIREMENTS — It will comply, and assure the compliance of all its sub grantees and contractors, with all applicable requirements imposed by federal and state laws, executive orders, regulations, policies, program requirements and other administrative requirements governing this program.
21. WORKPLACE GUIDELINES — It will adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health, as required by the Texas Health and Safety Code, Sec. 85.001 *et seq.*
22. CONFLICT OF INTEREST — It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
23. LOBBYING — No funds provided under this agreement has been or will be used to pay any person for influencing, attempting to influence, or communicating with a member of the legislative or executive branches of state government (which includes a member-elect, a candidate for, an officer, an officer-elect, or an employee of the legislature or legislative committee or any state agency, department, or office in the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress in connection with any legislation, administrative action, the awarding or making of any state or federal contract, agreement, or loan, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any state or federal contract, agreement, loan or cooperative agreement.

Also, the Grantee will require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

24. EXECUTIVE HEAD — Under Section 669.003, Texas Government Code, the Grantee certifies that no person who, in the last four years, served as an executive of TDA or any other state agency was involved with or has any interest in the grant application or proposal or this agreement. If the Grantee employs or has used the services of a former executive head of TDA or any other state agency, then the Grantee will provide the following information to TDA: name of former executive; name of state agency; date of separation from the state agency; position with the Grantee; and date of employment with the Grantee.
25. FELONY — Sections 2155.006 and 2261.053, Texas Government Code, prohibit TDA from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or

Attachment D

any other disaster occurring after September 24, 2005. The Grantee certifies that the individual or business entity named in this agreement, contract or application is not ineligible to receive the specified agreement, loan, grant award or payment and acknowledges that the agreement may be terminated and payment withheld if this certification is inaccurate.

- 26. DRUG-FREE WORKPLACE — It will maintain a drug-free work environment and comply with applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, title V, § 5155, Nov. 18, 1988, 102 Stat. 4307) and 41 U.S.C. 8101 *et seq.*
- 27. AUDIT — If the Grantee currently expends combined federal funding of \$500,000 or more in a year, the Grantee will submit an annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501--7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

If the Grantee currently expends combined federal funding of less than \$500,000 in a year, the Grantee is exempt from the Single Audit Act and cannot charge audit costs to a TDA agreement. The Grantee understands, however, that TDA may require a limited scope audit as defined in OMB Circular A-133.

- 28. DEBARMENT — TDA is federally mandated to adhere to the directions provided in the President's Executive Order 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

The Grantee certifies that the Grantee and its principals are eligible to participate in this agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Grantee is in compliance with the State of Texas statutes and rules relating to procurement and that Grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

  
Signature of Authorized Official

1 / 10 / 14  
Date

Samuel L. Neal, Jr., Nueces County Judge  
Printed Name and Title of Authorized Official

Nueces County  
Grantee Organization

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the  
 requester. Do not  
 send to the IRS.

Name (as shown on your income tax return)  
**Nueces County**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶     Exempt payee  
 Other (see instructions) ▶ **Local government**

Address (number, street, and apt. or suite no.)  
**901 Leopard Street, Room 303**

City, state, and ZIP code  
**Corpus Christi, Texas 78401**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

			-				-			
--	--	--	---	--	--	--	---	--	--	--

**Employer identification number**

7	4	-	6	0	0	0	5	8	5
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person 

Date ▶ **1/10/14**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding:

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.



**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.