



**TEXAS DEPARTMENT OF AGRICULTURE
GRANT AGREEMENT**

Grant Agreement Number HDM-19-4073		Amount of Grant Funds \$45,758.04	
Period of Performance/Term of Agreement From: 02/01/2019 To: 01/31/2020		Amount of County Grant \$11,518.50	
Grant Program: Texans Feeding Texans: Home-Delivered Meal Grant Program		Type State – General Revenue	
Project Title: 2019 Texans Feeding Texans: Home-Delivered Meal Grant Program			
GRANTEE		GRANTOR	
Name Nueces County		Name Texas Department of Agriculture	
Physical Street Address 901 Leopard Street Room 303		Physical Street Address 1700 North Congress Avenue Stephen F. Austin Building, 11th Floor	
City/State/Zip Corpus Christi, TX 78401		City/State/Zip Austin, Texas 78701	
Project Manager Ms. Maria Bedia, Program Administrator		TDA Grants Office Contact Angelica Soriano/Mindy Fryer	
Phone 361-888-0375	Email maria.bedia@nuecesco.com	Phone (512) 463-4406	E-mail Grants@TexasAgriculture.gov

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 to eligible Texas residents 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 C – Approved Budget

Attachment B – Standard Terms and Conditions

Attachment D2 – Certification and Assurances

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 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
_____	_____
The Honorable Barbara Canales, County Judge	Jason Fearneyhough, Deputy Commissioner
Date	Date
mm / dd / yyyy	mm / dd / yyyy

**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 an award under the Program, hereinafter referred to as the "Grant." Grantee shall accomplish Program objectives in accordance with its application and budget, hereinafter referred to as the "Grant Project" or "Project."
- 1.3 Grant Budget. Grantee shall provide a detailed budget for the year, attached hereto as "Attachment C," not to exceed a total of **\$45,758.04** for all awards granted for the Term of the Agreement, signed by Grantee, using the budget categories by which Grantee shall be submitting Quarterly Report information.

2 Grantee Obligations

- 2.1 Quarterly Report. Grantee shall provide to Grantor a quarterly report in a format prescribed by Grantor. The report must track the expenditure of Grant funds in sufficient detail to assure compliance with Program rules. Grantee shall submit quarterly reports on or by the due dates as follows:

- June 1, 2019 for the period February 1, 2019 – April 30, 2019.
- September 1, 2019 for the period May 1, 2019 – July 31, 2019.
- December 1, 2019 for the period August 1, 2019 – October 31, 2019.
- March 1, 2020 for the period November 1, 2019 – January 31, 2020.

This schedule supersedes Attachment B, Section 3.1, A. “Quarterly Reports Required,” Section 3.2, A. “Budget Reports,” and Section 3.3, “Quarterly Reporting Periods.”

- 2.2 Payment Schedule. 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 within a reasonable time following the grant term start date. The remaining fifty percent (50%) of grant funds shall be allocated and distributed to Grantee on or about August 1. Notwithstanding any other provision in this Agreement, Grantor 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 (TAC), Title 4, Part 1, Chapter 1, Subchapter O.

Attachment B, Sections 8.3, 8.4, 8.5, 8.6, 8.7, and 8.12 are not applicable to the Home-Delivered Meals Grant Program.

- 2.3 Performance by Grantee. Grantee shall use the Grant in accordance with the terms of this Agreement and Title 4, Part 1, Chapter 1, Subchapter of the Texas Administrative Code (TAC).
- 2.4 Non-expended Grant Funds. Grantee understands, acknowledges and agrees 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 Grantor. Failure to remit unused funds may result in legal action against Grantee, including, without limitation, making Grantee ineligible for future Program funds. This section expands Attachment B, Section 8.10.
- 2.5 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 or postgraduate degree 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.
- 2.6 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, Grantee must 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.
- 2.7 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 8.11 and 9.2 in Attachment B of this Agreement.
- 2.8 Notice of Failure to Receive County Grant. Pursuant to 4 TAC §1.953, Grantee shall promptly notify Grantor of any failure to receive county grant funds, or any reduction in the amount of the county grant funds, as reported by Grantee in its application for funds under this Program. Failure of Grantee to receive county grant funds, or any reduction in the amount of county grant funds, may result in the withholding or revocation of a Grant or a requirement that Grantee refund Grant funds disbursed.
- 2.9 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, 2017 and August 31, 2018. 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.

2 Definitions

2.1 “Act” – The Texas Public Information Act, Chapter 552 of the Texas Government Code.

2.2 “Agreement” – The Grant Agreement and all attachments thereto.

2.3 “Authorized Official” – Grantee’s representative authorized to bind the Grantee and take action on its behalf.

2.4 “Commissioner” – The Commissioner 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 “Government” – the federal awarding agency, the State of Texas, and/or the Texas Department of Agriculture, singularly or in any combination.

2.8 “Grant Coordinator” – Grantor’s designee responsible for and authorized to coordinate the Grant Program.

2.9 “Grant Project” – Specific activities or plan that have been approved by Grantor in Attachment C to be completed by Grantee in a specified amount of time.

2.10 “Grantor” – The Texas Department of Agriculture

2.11 “Intellectual Property” – Shall include data, documents, inventions, material and similar that are subject to or have been the subject of copyright, patent and trademark.

2.12 “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.

2.13 “Project Manager” – Grantee’s designated representative responsible for day-to-day project management and coordination.

2.14 “Proprietary Information” – Grantee’s Intellectual Property or other confidential information submitted to Grantor which Grantee has designated as proprietary or confidential and requests exception from disclosure to the public by Grantor.

2.15 “Subject Invention” – Any invention of Grantee conceived or first actually reduced to practice in the performance of work under this Agreement. “Invention” means any invention or discovery that is or may be patentable or otherwise protectable under Title 35 of the U.S. Code.

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 reporting period set in Section 3.3 of this Attachment B. (Intentionally deleted by the parties.)~~

B. Final Performance Report. The final report shall follow the format prescribed by 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. (Intentionally deleted by the parties.)~~

~~**B. Final 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. Unless otherwise agreed to by the parties in writing, 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. (Intentionally deleted by the parties.)

3.4 Annual Inventory of Property. Grantee’s Project Manager or Fiscal Officer shall provide to Grantor an Annual Inventory of Grantor Non-Expendable Personal Property detailing the items’ location and condition on the form prescribed by 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: (i) the revocation of a

Grant; (ii) withholding of request(s) for reimbursement; (iii) requiring repayment of Grant funds previously disbursed to Grantee; and/or (iv) a determination that Grantee is ineligible 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. Grantee may request changes to the Agreement, budget or objectives and deliverables by submitting the requested change to Grantor in writing. Except as otherwise provided in the Agreement, requested changes shall only become effective upon written approval of Grantor. Written notice of approval or denial of Grantee's request will be sent to the requestor.

4.3 Time for Requesting Agreement Changes. 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 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. Grantee is allowed to make one or more budgetary revisions without prior approval for up to a total of 10% of the grant award. Budget revisions are cumulative, and together may not exceed 10% of the total amount of the grant award. Grant and/or matching 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 Grantor in writing within ten business days prior to the subsequent payment request.

- 4.5 Amendment.** . The parties may alter, amend, change, modify, revise or supplement the terms of the Agreement via a written amendment signed by the parties. In the event of such disagreement Grantor and Grantee shall initiate discussions to resolve the disagreement.
- 4.6 Approved Changes Become Part of Agreement.** Once approved in accordance with this Attachment B, 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. Provided, however, approval of proposed change shall not be unreasonably withheld. 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 9.1 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 of this Attachment B. 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 9.5 of this Attachment B, Section 9.5 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 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 Grantor in the conduct of the audit or investigation, including providing all records requested and providing the State Auditor or any representative of 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 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 Grantor requests information about the audit, 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 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 Disclosures and Reporting

- 6.1 Copies of Materials to Grantor; Non-Disclosure.**
- A.** Grantee shall provide to Grantor any 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, comment, and approval, if appropriate. To the extent permitted under the Constitution and laws of the State of Texas, Grantor agrees to maintain the confidentiality of such information, data, conclusions, or reports to the extent allowed by law.
- B.** Grantee shall provide to 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. 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 that are not identified as confidential, proprietary, or intellectual property by Grantee.

- 6.2 Reports to Grantor.** If Grantee creates a Subject Invention, it shall report that fact to Government and Grantor. Grantee's report to Grantor shall be treated as Proprietary Information in order to protect such information from being treated as a public disclosure.
- 6.3 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.
- 6.4 Grantee's Responsibilities.** In performing work under the Agreement, 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 Grantor harmless from, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify Grantor against, any claims for infringement related to its work under the Agreement.
- 6.5 Subcontract Provisions.** Grantee shall include provisions adequate to effectuate the purposes of Section 6 of this Attachment B in all subcontracts under the Agreement.

7 Intellectual Property

- 7.1 Subject Inventions.** Grantee shall retain ownership of the entire right, title, and interest in and to each Subject Invention throughout the world in accordance with the provisions of this Agreement. Grantor shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the Subject Invention throughout the world.
- 7.2 Copyright.** Grantee shall retain ownership of any copyright in any work of authorship first produced in the performance of this Agreement. For works of authorship other than computer software first produced in the performance of this Agreement, Grantee grants to the Government and others acting on behalf of the Government, a paid-up, nonexclusive, irrevocable, worldwide license for all such works of authorship to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. Grantee grants to Grantor an irrevocable, royalty-free, non-transferable, nonexclusive, non-commercial right and license to use, reproduce, display publicly and perform publicly (to the extent not prohibited by applicable law) any works of authorship first developed under this Agreement (other than computer software, which includes both source and executable code, its documentation, and/or programmers' notes).
- 7.3 Publications.** Any publication or description of the results obtained under this Grant must

give due acknowledgment and credit to Grantor as funding party and Grantee as performing party. Publication may be joint or independent, as may be agreed upon by the Parties, always giving due credit to other cooperating parties, and recognizing within proper limits the rights of the individuals doing the work.

7.4 Grantee's Responsibilities. In performing work under the Agreement, Grantee shall comply with all laws, rules, and regulations relating to intellectual property, and shall not knowingly infringe on any third party's intellectual property rights. It shall hold Grantor harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify Grantor against, any claims for infringement related to its work under the Agreement.

7.5 Subcontract Provisions. Grantee shall include provisions adequate to effectuate the purposes of Section 7 of this Attachment B in all subcontracts under the Agreement in the course of which intellectual property may be produced or acquired.

8 Payments.

8.1 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.

8.2 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.

8.3 Reimbursement. ~~Grantor, to the extent allowed by law, shall reimburse Grantee only for actual, reasonable and necessary expenses, in accordance with the following circulars, directives, policies and standards:~~

~~A. The Texas Uniform Grant Management Standards ("UGMS");~~

~~B. As provided for in Attachment C, and to the extent the expenditure is allowable as determined by Grantor; and~~

~~C. Only to the extent such expenses have been incurred by Grantee in the fulfillment of the objectives provided for in Attachment C. (Intentionally deleted by the parties.)~~

8.4 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. 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. (Intentionally deleted by the parties.)~~

~~8.5 Payment Requests. Grantee must submit payment requests in a manner as prescribed by Grantor at least quarterly, with no greater frequency than monthly. (Intentionally deleted by the parties.)~~

~~8.6 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. (Intentionally deleted by the parties.)~~

~~8.7 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 8.4 of Attachment B.~~

~~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 Grantor (if applicable). (Intentionally deleted by the parties.)~~

~~8.8 Payment Classification. Funds reimbursed under the Agreement must be classified as "grants" for financial reporting purposes.~~

~~8.9 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.~~

- 8.10 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.
- 8.11 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.
- 8.12 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. (Intentionally deleted by the parties.)~~

9 Termination of Agreement

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

9.5 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.

9.6 Effect of Expiration or Termination. Sections 3.1, 3.2, 5.1, 5.2, 5.3, 5.4, 6.1, 6.3, 6.4, 7.1, 7.2, 7.3, 7.4, 8.11, 9.1, 10.5, and 10.6 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.

10 Disposition of Property

10.1 Property Vested in Grantee. When personal property is acquired by Grantee with grant funds, title shall be vested in Grantee, subject to the Agreement.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

11 General Terms and Conditions

- 11.1 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.
- 11.2 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.
- 11.3 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 9.2 of this Attachment B.
- 11.4 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.
- 11.5 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 via 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.

- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 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.
- 11.10 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.
- 11.11 Dispute Resolution.** The Agreement is subject to the dispute resolution procedures set forth in Chapter 2260 of the Texas Government Code.
- 11.12 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.
- 11.13 Texas Public Information Act.** Grantee acknowledges that all information provided by Grantee pursuant to the Agreement, attachments or amendments, including information and material identified in accordance with Section 7 -- Intellectual Property, is subject to the Act and may be subject to disclosure to the public. Section 11.21 of this Attachment shall apply to Confidential Information as it is identified in the Agreement.
- 11.14 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.

11.15 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.

11.16 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.

11.17 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 Grantee's proposal to any competitor or any other person engaged in such activities or projects during the procurement process for this grant award.

11.18 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.

11.19 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.

11.20 Technology Access Clause.

Grantee expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Grantee represents and warrants to Grantor that the technology provided to Grantor for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- providing equivalent access for effective use by both visual and non-visual means;
- presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features

incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

11.21 Confidential Information.

- A.** If it is necessary for Grantee to include confidential, proprietary, trade secret or privileged information (the “Proprietary Information”) in its proposal or other submitted information, Grantee must clearly mark and label all Proprietary Information in 14 point or higher bold font on each page as it appears, and identify the specific exception to disclosure in the Act for each specific piece of Proprietary Information. Additionally, all Proprietary Information must be segregated in a separate and discrete section of the proposal or other submitted information, which must be able to be conveniently separated and detached from the other sections of the proposal. Failure to properly label, identify and segregate any Proprietary Information in the proposal or other submitted information may result in all such information or material being disclosed as public information. Merely making a blanket claim that the entire proposal or other submitted information is protected from disclosure because it contains any amount of confidential, proprietary, trade secret or privileged information is not acceptable.
- B.** In the event Grantor receives a request for Proprietary Information under this Agreement, Grantor shall submit a request for opinion from the Office of the Attorney General to withhold the responsive information. Grantor shall provide notice of such requests to Grantee in accordance with Section 552.305 of the Texas Government Code. In order to initiate the process of seeking an Attorney General opinion on the release of Proprietary Information, the specific provisions of the proposal or other submitted information that are considered by Grantee to be confidential, proprietary, trade secret or privileged and confidential must be clearly labeled and segregated as described above. Any information which is not clearly identified as Proprietary Information shall be deemed to be subject to disclosure pursuant to the PIA. Grantee must comply with requirements of Section 552.305 of the Texas Government Code in submitting a response to the Office of the Attorney General and shall be responsible for citing judicial or statutory authority for exception to disclosure. Grantor shall work with Grantee during the process of seeking an Attorney General opinion on the release of the Proprietary Information.

TEXAS DEPARTMENT OF AGRICULTURE
ATTACHMENT C – BUDGET

Name of grantee: **Nueces County**

As stated in Attachment A, this 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, 2017 and August 31, 2018. 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 Texans: Home Delivered Meal Grant Program funds will be expended for your organization during the grant period.

<i>County</i>	<i>Nueces</i>
<i>Application Number</i>	HDM-19-4073
<i>County Grant as stated in approved resolution</i>	\$11,518.50
<i>Total # Meals Delivered (as reported by Grantee in Grant Application)</i>	46,074
<i>Total # Meals Funded by DADS/AAA (Ineligible and verified by DADS/AAA)</i>	15,226
<i>Remaining Eligible Meals</i>	30,848
TDA Calculated Grant Amount	
	\$45,758.04
<i>Expenditure Category</i>	<i>Estimated Amount</i>
Personnel	\$
Food/Meals	\$
Equipment	\$
Building Occupancy	\$
Transportation	\$
Office Supplies and Services	\$
Other: Please specify exactly	
a.	\$
b.	\$
c.	\$
d.	\$
Total Budgeted Grant Amount for TDA Award (must equal calculated grant amount)	\$

During the grant year, Grantee must demonstrate that TDA grant funds were used to directly supplement or extend existing home delivered 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:

Barbara Canales, County Judge

Date: _____

TEXAS DEPARTMENT OF AGRICULTURE
ATTACHMENT D.2.
GRANT CERTIFICATIONS AND ASSURANCES

The certifications made herein are material representations of fact upon which the Texas Department of Agriculture (Grantor) relies in making an award under this grant program. If it is later determined that Grantee knowingly rendered an erroneous certification, Grantor, in addition to any other remedies, may immediately terminate the grant award and take other appropriate action, including referral of the matter to the Office of the Attorney General for the State of Texas, the State Auditor's Office, and other appropriate law enforcement authorities.

Grantee must complete this form as a prerequisite to receipt of state funds. Grantee must fully understand and comply with the assurances, certifications and requirements contained herein. Failure to comply may result in the withholding of funds, termination of the award, or other sanctions.

Grantee hereby assures and certifies compliance with all applicable federal and state law along with the Texas Uniform Grant Management Standards (UGMS), which govern the application, acceptance and use of funds for this project. Also, by signature hereon, Grantee assures and certifies that:

1. LEGAL AUTHORITY — It possesses legal authority to enter into the agreement and make all 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 grant management or 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 comply with the Public Information Act (Act), Texas Government Code, Chapter 552, and ensure that all information collected, assembled or maintained by the Grantee relative to a project assisted by this award will be provided to the public as required by the Act, 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.

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. TAXES — It will comply with all State and Federal tax laws and is solely responsible for filing all required State and Federal tax forms. Grantee also certifies that it is not delinquent in the payment of any franchise taxes owed the State of Texas.
10. GOOD STANDING It will comply with its obligations related to Franchise Tax and Guaranteed Student Loans. Grantee understands that in order to be eligible for payment from Grantor, grantees must be “in good standing” with the Texas Comptroller’s Office and not be delinquent in the repayment of a guaranteed student loan. If Grantee becomes “not in good standing” during the Agreement period, the Comptroller shall not approve payments until Grantee returns to “in good standing” status with the Comptroller.
11. 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. 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.
12. 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.
13. 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.*
14. 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.
15. LOBBYING — No funds provided under this agreement have 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.

- 16. **EXECUTIVE HEAD** — Under Section 669.003, Texas Government Code, Grantee certifies that no person who, in the last four years, served as an executive of Grantor or any other state agency was involved with or has any interest in the grant application or proposal or this agreement. If Grantee employs or has used the services of a former executive head of Grantor or any other state agency, then the Grantee will provide the following information to Grantor: name of former executive; name of state agency; date of separation from the state agency; position with Grantee; and date of employment with Grantee.
- 17. **FELONY** — Sections 2155.006 and 2261.053, Texas Government Code, prohibit Grantor 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 any other disaster occurring after September 24, 2005. 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.

Grantee certifies that Grantee and its principals are eligible to participate in the grant program made the subject of this agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity. Grantee is in compliance with the State of Texas statutes and rules relating to procurement, and 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>.

X _____ / ____ / ____
 Signature of Grantee Date

**The Honorable Barbara Canales, County Judge
 Nueces County**