

**TEXAS DEPARTMENT OF AGRICULTURE
GRANT AGREEMENT**

Grantor: Texas Department of Agriculture
P.O. Box 12847
Austin, Texas 78711

Grantees: County of Caldwell – *Primary Grantee Responsible*
110 S. Main Street, Room 201
Lockhart, Texas 78644

County of Hays
111 E. San Antonio St., #300
San Marcos, Texas 78666

Grant Program: County Hog Abatement Matching Program

Grant Award: \$30,000.00

Term of Agreement: August 31, 2013 through August 30, 2014

Grant Number: CHAMP-13-04

Article 1
Recitals

- 1.1 **WHEREAS**, Chapter 12 of the Texas Agriculture Code (Code) provides that the Texas Department of Agriculture, hereinafter referred to as 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.
- 1.2 **WHEREAS**, the specific statutory, regulatory, or other authority for this Agreement is referenced in the Grant Agreement, hereinafter referred to as Agreement.
- 1.3 **WHEREAS**, the specific purpose of this Grant is referenced in Article 2 of the Agreement.
- 1.4 **NOW, THEREFORE**, in consideration of the mutual promises contained in the Agreement, the parties hereto agree as follows.

Article 2
Program Purpose and Grant Defined

- 2.1 In accordance with House Bill 1, 82nd Regular Legislative Session, 2011, (General Appropriations Act) Article VI, page 9, Rider 23, funds have been appropriated to the Grantor for the purpose of Feral Hog Abatement in Texas.
- 2.2 This agreement is for implementation of feral hog abatement technologies at the county level and is made by and between the Grantor and the County of Caldwell hereinafter referred to as Primary Grantee.
- 2.3 **Grant:** The sum of \$30,000.00 for feral hog abatement as described in Attachment B.
- 2.4 **Grantee:** All partnering grantees, collectively.
- 2.5 **Primary Grantee:** County of Caldwell.
- 2.6 **Partner Grantee:** County of Hays.
- 2.7 **Grantor:** Texas Department of Agriculture.
- 2.8 **Grant Program:** County Hog Abatement Matching Program.
- 2.9 **Title of Grant Project:** 2013 CHAMP Grant.
- 2.10 **Grant Number:** CHAMP-13-04.
- 2.11 **Term of Agreement:** August 31, 2013 through August 30, 2014, unless terminated sooner subject to the terms of this Agreement.

**Article 3
The Grant**

- 3.1 Grant Award.** Grantor awards to Grantee a grant in the total amount of \$30,000.00 to be used for the "2013 CHAMP Project," and is more fully described in Attachment B.
- 3.2 [Section Omitted]**
- 3.3 Funding Statement.** All materials produced as a result of this grant project must include a statement that the work was funded, in whole or in part, by the County Hog Abatement Matching Program as administered by the Texas Department of Agriculture.

**Article 4
Required Documentation**

- 4.1 Documents Required.** Primary Grantee agrees to furnish Grantor the documentation specified in this Article.
- A. Agreement.** One original of this Agreement signed by each Grantee's official who is authorized to bind the Grantee.
- B. Attachments.** The following attachments are incorporated into this Agreement the same as if fully copied and set forth at length:
- i. Attachment A – Terms and Conditions.
 - ii. Attachment B – Description of Activities to be performed.
 - iii. Attachment C – Approved Budget.
 - iv. Attachment D – Designation of Grant Officials.
 - v. Attachment E – Intentionally Omitted.
 - vi. Attachment F – Intentionally Omitted.
 - vii. Attachment G – Intentionally Omitted.
 - viii. Attachment H – Form W-9.

**Article 5
Reporting Requirements**

- 5.1 Reports Required.** Grantee's Project Manager shall provide to Grantor the following reports:

A. Performance Reports. 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 specified period. The due date for reports are thirty days after the end of each report period as follows:

- January 1, 2014, for the period of August 31, 2013 – November 30, 2013;
- April 1, 2014, for the period of December 1, 2013 – February 28, 2014; and
- July 1, 2014, for the period of March 1, 2014 – May 31, 2014.

B. Final Performance Report. The final report shall follow the format prescribed by the Grantor. The Final Performance Report is due sixty days after the expiration or termination of this Agreement, whichever occurs first.

5.2 Budget Reports. The Fiscal Officer shall provide to Grantor the following reports:

A. Budget Reports. Budget Reports shall be submitted on a form prescribed by Grantor. These reports shall detail grant funds spent to date and are due thirty days after the end of each period. Each Report shall cover the specified three months. The due dates for the Budget Reports are as follows:

- January 1, 2014, for the period of August 31, 2013 – November 30, 2013;
- April 1, 2014, for the period of December 1, 2013 – February 28, 2014; and
- July 1, 2014, for the period of March 1, 2014 – May 31, 2014.

B. Final Budget Report. Both the Fiscal Officer and the Project Manager shall 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.

5.3 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.

5.4 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 reimbursement requests, requiring the refund of Grant funds disbursed, and/or Grantee's ineligibility for future Program funds. All Grantees will be collectively responsible for the repayment of grant funds.

Article 6 Payments

- 6.1 **Reimbursement.** Grantor shall reimburse Grantee only for actual, reasonable and necessary expenses, in accordance with the following circulars, directives, policies and standards:
- A. OMB Circulars 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 TDA; and
 - D. Only to the extent such expenses have been incurred by Grantee in the fulfillment of the objectives provided for in Attachment B.
- 6.2 **Misuse of Grant Funds.** Grantor may require a refund of Grant funds already disbursed to Grantee if:
- A. Grant funds are misused;
 - B. Grantee violates the terms and agreements of this Agreement; or
 - C. Grantee made any misrepresentations to Grantor in obtaining this Grant.

This provision is not exclusive of other grounds for withholding or refunding funds or any other remedy, civil or criminal, which may be available to Grantor.

- 6.3 **Matching Funds.** Grantee is required to expend matching funds in the amount equal to or greater than the grant award as outlined in Attachment C. Requests for reimbursement will be paid provided Grantee has documented expenditure of matching funds in an amount proportionate to the reimbursement request.

Article 7 Special Provision

- 7.1 **Restriction of Funds.** Grant funds may be used to fund bounty programs administered by the Grantee. Grantee must have a written policy to prevent the intentional breeding and/or raising of feral hogs for the purpose of meeting bounty requirements. Although no restriction is placed on the individual or total value of the bounty, Grant funds are limited to a maximum of \$5.00 per feral hog.
- 7.2 **Use of Funds.** Funds must be expended in a timely manner. Grantee must demonstrate expenditure of at least half of the awarded funds by February 28, 2014. Failure to comply may result in the termination of this agreement.

[INTENTIONALLY LEFT BLANK- CONTINUED ON NEXT PAGE]

This Agreement is executed by the Parties in their capacities as stated below. Each Grantee agrees to be bound equally by all terms of this Agreement.

Accepted and Agreed:

Grantor:

Texas Department of Agriculture
P.O. Box 12847
Austin, Texas 78711



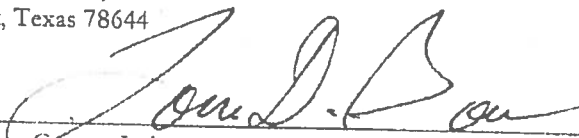
Drew DeBerry, Deputy Commissioner

Date: 8-28-13

Grantees:

Primary Grantee:

County of Caldwell
110 S. Main Street, Room 302
Lockhart, Texas 78644

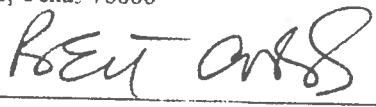


Tom Bonn, County Judge

Date: 20 AUG 13

Partner Grantee:

County of Hays
111 E. San Antonio St., #300
San Marcos, Texas 78666



Bert Cobb, County Judge

Date: 21- AUG 2013