

COPY

TEXAS DEPARTMENT OF AGRICULTURE GRANT AGREEMENT

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

Grantee: County of Caldwell
110 South Main Street, 2nd Floor
Lockhart, Texas 78644

Grant Program: Hog Out County Grants

Grant Award: \$5,000.00

Term of Agreement: April 1, 2013 through March 31, 2014

Grant Number: FHCG-13-13

***Note:** This Agreement and any specified attachment must be signed and returned to Grantor no later than
March 15, 2013.*

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 Grantee.
- 2.3 **Grant:** The sum of \$5,000.00 for feral hog abatement as described in Attachment B.
- 2.4 **Grantee:** County of Caldwell
- 2.5 **Grantor:** Texas Department of Agriculture.
- 2.6 **Grant Program:** Hog Out County Grants.
- 2.7 **Title of Grant Project:** 2013 Caldwell Hog Out County Grant.
- 2.8 **Grant Number:** FHCG-13-13.
- 2.9 **Term of Agreement:** April 1, 2013 through March 31, 2014.

**Article 3
The Grant**

- 3.1 **Grant Award.** Grantor awards to Grantee a grant in the total amount of \$5,000.00 to be used for the “2013 Caldwell Hog Out County Grant,” and is more fully described in Attachment B.
- 3.2 **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.
- 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 Hog Out County Grant Program as administered by the Texas Department of Agriculture.

**Article 4
Term of Agreement**

- 4.1 **Term of Agreement.** The Term of Agreement is specified in Article 2.9 above, unless terminated earlier in accordance with this Agreement.

**Article 5
Required Documentation**

- 5.1 **Documents Required.** Grantee agrees to furnish Grantor the documentation specified in this Article on or before March 15, 2013.
 - A. **Agreement.** One original of this Agreement signed by Grantee’s official who is authorized to bind 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. A detailed budget, provided for in Attachment C, not to exceed \$5,000.00 for the Term of Agreement, signed by Grantee’s Fiscal Officer, using the budget categories by which Grantee shall be submitting invoices. Grantee shall submit invoices in a similar format for payments.
 - 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 6
Reporting Requirements**

- 6.1 **Reports Required.** Grantee’s Project Manager shall provide to Grantor, in a format prescribed by 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 and are as follows:

- July 1, 2013, for the period of March 1, 2013 – May 31, 2013;
- October 1, 2013, for the period of June 1, 2013 – August 31, 2013; and
- January 1, 2013, for the period of September 1, 2013 – November 30, 2013.

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.

6.2 Budget Reports. The Fiscal Officer shall provide to Grantor, in a format prescribed by 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:

- July 1, 2013, for the period of March 1, 2013 – May 31, 2013;
- October 1, 2013, for the period of June 1, 2013 – August 31, 2013; and
- January 1, 2013, for the period of September 1, 2013 – November 30, 2013.

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.

6.3 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.

6.4 Failure to Comply with Reporting Requirements. Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in the withholding or revocation of a Grant, the refund of Grant funds disbursed, and/or Grantee's ineligibility for future Program funds.

Article 7 Payments

7.1 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.

7.2 **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.

**Article 8
Special Provision**

8.1 **Restriction of Funds.** Grant funds may not be used to fund bounty programs. Grant funds used toward bounty programs will be forfeited.

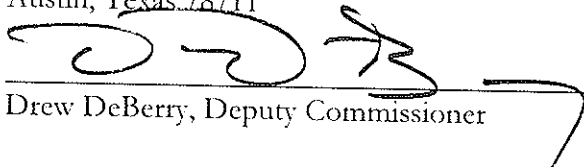
8.2 **Use of Funds.** Funds must be expended in a timely manner. Grantee must demonstrate expenditure of at least half of the awarded funds by September 31, 2013. Failure to comply may result in the termination of this agreement.

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

Accepted and Agreed:

Grantor:

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

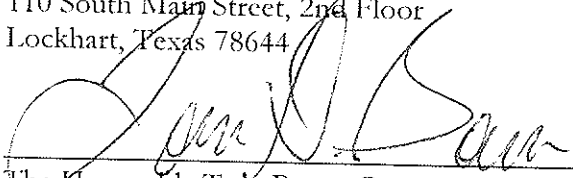


Drew DeBerry, Deputy Commissioner

Date: 4-8-13

Grantee:

County of Caldwell
110 South Main Street, 2nd Floor
Lockhart, Texas 78644



The Honorable Tom Bonn, County Judge

Date: 20 MAR 13

Texas Department of Agriculture

Attachment A—Terms and Conditions

1.1 Application. Parties agree to the following terms and conditions, which are applicable unless a term of the Agreement clearly indicates otherwise.

2. Definitions

- 2.1 “Agreement”** – The Grant Agreement and all attachments hereto.
- 2.2 “Authorized Official”** – Grantee’s representative authorized to accept, decline or terminate the grant on behalf of Grantee.
- 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 coordinating 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.

3. Agreement Modifications

- 3.1 Agreement Modifications.** The Agreement cannot be changed, terminated or modified in any manner other than as provided for herein.
- 3.2 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’s authorized representative. Grantor will provide written notice of approval or denial of the Grantee’s request.
- 3.3 Time for Requesting Agreement Changes.** The Grantee may request changes to the Agreement by submitting the requested change, in a format prescribed by Grantor, to the Grant Coordinator no later than thirty days prior to the end of the Term of Agreement. Requests submitted for Agreement changes may be approved within thirty days prior to the end of the Term of Agreement, but only for good cause as determined by the Grantor. 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 or expenditure of the Grant Award. Grantor will provide written notice of approval or denial of the Grantee's request.
- 3.4 Budgetary Revisions.** The Grantee is allowed to make budgetary revisions without prior approval for up to 10% of the grant award. The total is a cumulative amount totaling up to 10%. These funds may only be reallocated to eligible and previously approved line items, except for indirect costs and equipment purchases. Notification of any revisions shall be submitted to the Grantor in writing ten business days prior to the subsequent payment request.
- 3.5 Grantor Amendment.** Grantor may alter, amend, change, modify, revise, or supplement the terms of the Agreement upon written notice of amendment to Grantee. Grantee's continued performance under the Agreement shall constitute acceptance of Grantor's amendment.
- 3.6 Approved Changes Become Part of Agreement.** Once approved in accordance with the Attachment, approved changes become a part of the Agreement, superseding all provisions that are inconsistent herein.
- 3.7 Lack of Approval for Budget Transfers.** Lack of prior approval for the following may be grounds for nonpayment of the items in question:
- A. Budget transfers exceeding 10% of the grant award;
 - B. Indirect costs; or
 - C. Equipment purchases.
- 3.8 Grantee Project Manager Change.** Grantee shall notify Grantor in writing within seven days if Grantee's Project Manager separates or will separate from the Grantee, or is or will no longer be affiliated with the Grant during the Term of the Agreement. Such notice shall include either the date that the Project Manager has separated or will separate from the Grantee, or date that affiliation has ended or will end.
- 3.9 TDA Approval of Proposed Project Manager Change.** Grantor shall approve in writing Grantee's proposed change of the designated Project Manager. Grantor shall approve or

deny Grantee's proposed change in writing within 10 days after receiving such notice from Grantee. If Grantor does not approve such substitution, then the Agreement shall be terminated in accordance with Section 7.1 of this Attachment A.

3.10 Reimbursement After Project Manager Separation. Unless Grantor has approved the Project Manager change under Section 3.9 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 or the date that affiliation with grant has ended as provided in the written notice under Section 3.8 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 3.10 and 7.5 of this Attachment A, Section 7.5 will prevail.

4. Compliance

- 4.1 Withholding Funds.** Grantor may withhold funds due under the Agreement and/or may request a refund of funds already disbursed to Grantee if it is determined that any grant funds were misused, used in an illegal manner or used for expenditures not listed in the Budget, that the terms of the Agreement have been violated, or that Grantee has made any misrepresentations to Grantor in obtaining the Grant. This provision is not meant to be exclusive of any other grounds for withholding or refunding of funds or any other remedy, civil or criminal, which may be available to Grantor.
- 4.2 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.
- 4.3 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.
- 4.4 Records Retention.** All records under the Agreement are required to be maintained by the Grantor for three years after the expiration or termination of the Agreement, or any litigation or audit is completed, whichever is longer.
- 4.5 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.

- 4.6 **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.
- 4.7 **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.

5. Intellectual Property

- 5.1 **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 Grant Project. 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.
- 5.2 **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.
- 5.3 **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.
- 5.4 **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 Project as administered by TDA. See Article 3.3 of the Agreement.

- 5.5 **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.
- 5.6 **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.
- 5.7 **Subcontract Provisions.** The Grantee shall include provisions adequate to effectuate the purposes of Section 5 of the Attachment in all subcontracts under the Agreement in the course of which intellectual property may be produced or acquired.
- 5.8 **Intellectual Property Developed with Other Funding.** Nothing in Section 5 of the 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.

6. Payments

- 6.1 **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 funds, the Agreement shall be reduced or terminated.
- 6.2 **Grantee in "Good Standing."** Grantee understands that in order to be eligible for payment from Grantor, Grantee shall be in "good standing" with the Texas Comptroller of Public Accounts.
- 6.3 **Reimbursement.** See Article 7 of the Agreement.
- 6.4 **Reimbursement Documentation.** Grantee shall submit to Grantor, for each payment request, a completed Payment Request and Budget Compliance Report on a form designated by Grantor, including the following information:
 - A. **Personnel Costs.** Back-up documentation for salary/wages and fringe benefits must be provided that detail the person's time billed to the program.
 - B. **Travel Costs.** Travel costs are allowable for expenses for transportation, lodging, meals, and related items incurred by Grantee traveling within Texas on official business 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, meals, transportation, incidentals, etc. A brief justification for the travel must also be included.

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 copies of any vendor invoices, shall be made available to Grantor for any audit conducted at Grantee's premises under the Agreement.

D. Indirect Costs. In order to be reimbursed for indirect costs, Grantee may be required to provide an Indirect Cost Plan to Grantor for approval.

6.5 Payment Requests. Grantee shall submit payment requests at least quarterly, with no greater frequency than monthly.

6.6 Final Payment Request. The final payment request shall 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.

6.7 Payment Schedule. The payment schedule for grant funds shall be as follows:

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 has been submitted pursuant to Section 6.4. In addition, all reporting for the Agreement must be current.

B. The remaining 10% may only be disbursed if the following conditions are met:

- 1)** All reporting requirements are met; and
- 2)** Disposition of all property purchased under the Agreement is submitted utilizing the form designated by the Grantor (if applicable).

6.8 Payment Classification. Funds provided under the Agreement shall be classified as "grants" for financial reporting purposes.

6.9 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. Termination of Agreement

- 7.1 **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 30 days from the date that the non-terminating party receives the notice of termination.
- 7.2 **Immediate Termination.** Any default or breach of the Agreement, including but not limited to, the failure by Grantee to submit timely quarterly reports 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 when Grantee receives Grantor's notice of termination.
- 7.3 **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 may be terminated by Grantor upon mailing of written notice via registered or certified mail, return receipt requested, to Grantee. Forbearance of this section or any other termination provision by Grantor shall not constitute a waiver of the breach.
- 7.4 **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, effective upon mailing of written notice via registered or certified mail, return receipt requested, to Grantee.
- 7.5 **Reimbursement upon Termination.** In the event of termination of the Agreement, Grantee shall be reimbursed for the work performed in accordance with the Agreement up to the date of termination, and any non-cancelable obligations that are incurred as an allowed expense under the Agreement. Expenses incurred beyond the date of termination shall not be reimbursed, and Grantee specifically waives all rights to any further funds upon termination of the Agreement.
- 7.6 **Effect of Expiration or Termination.** Articles 6.1 and 6.2 of the Agreement, and Sections 4.1, 4.2, 4.3, 4.4, 4.5, 5.1, 5.3, 5.4, 7.1, 8.5, and 8.6 of this Attachment A 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.

8. Disposition of Property

- 8.1 **Property Vested in Grantee.** When personal property is acquired by Grantee with grant funds, title shall be vested in Grantee, subject to the Agreement.
- 8.2 **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.
- 8.3 **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.
- 8.4 **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.
- 8.5 **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.
- 8.6 **Property Disposition at Project Expiration or Termination.** If the Grant Project has terminated at the time the property is to be disposed of:
- A. Property with 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. Property with 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.
- 8.7 **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.

9. General Terms and Conditions

- 9.1 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.
- 9.2 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.
- 9.3 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 7.2 of the Attachment A.
- 9.4 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.
- 9.5 Delivery Methods.** Unless specifically provided herein, any notice, tender, or delivery to be given hereunder by any party to another 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.

- 9.9 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.
- 9.10 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.
- 9.11 Dispute Resolution.** The Agreement is subject to the dispute resolution procedures set forth in Chapter 2260 of the Texas Government Code.
- 9.12 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.
- 9.13 Texas Public Information Act.** Grantee acknowledges that all information provided by Grantee pursuant to the Agreement, including information and material referred to in paragraph 5.1 of the Agreement, is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be subject to disclosure to the public.
- 9.14 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.
- 9.15 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.
- 9.16 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.
- 9.17 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.



Texas Department of Agriculture
Attachment B
Description of Activities to be Performed

TODD STAPLES, COMMISSIONER

Grant Recipient: Caldwell County

Project No.: FHCG-13-13

WORK PLAN

Explain the activities that will be performed to accomplish feral hog abatement activities during the grant period with TDA funds. Be specific about what will be done.

ACTIVITY	INDIVIDUALS INVOLVED	TIMELINE
Advertisement and promotion of Caldwell County feral hog abatement activities: purchase large "Hog Out" banners for public display, print advertising, brochures, feral hog workshop supplies for educational workshop(s)	Caldwell County Commissioners, County Judge, County Auditor, Plum Creek Watershed Coordinator, Caldwell County Feral Hog Task Force, TDA	May 1, 2013 through December 31, 2013
Caldwell County feral hog survey to determine future management goals and strategies and to support the Caldwell County Feral Hog Action Plan: Utilize county records for direct mail of a survey to county landowners, develop online version of survey, purchase and install game cameras to support survey, work with WMAs to possibly include feral hogs during any deer counts, analyze survey, publish results	Caldwell County Commissioners, County Judge, County Tax Office, Plum Creek Watershed Coordinator, Caldwell County Feral Hog Task Force, TAMU AgriLife Extension Service, TPWD, WMAs, TDA, Landowners	May 1, 2013 through January 31, 2013
Purchase and install one (1) wireless trapping system: The wireless trapping system will be made available to Caldwell County landowners for installation and use on private properties. Landowners must establish a need for the system. Placement of the traps will be at the discretion of the Caldwell County Feral Hog Task Force. Landowners will be charged a refundable deposit by the county and monthly rent to cover monthly service fees charged to the county. Results and an evaluation of the system by the landowner will also be required. The Caldwell County Feral Hog Action Plan calls for additional wireless trapping systems; therefore, this activity will be evaluated as means testing for a larger-scale trapping program.	Caldwell County Commissioners, County Judge, County Tax Office, Plum Creek Watershed Coordinator, Caldwell County Feral Hog Task Force, TAMU AgriLife Extension Service, TPWD, WMAs, TDA, Landowners	May 1, 2013 through March 31, 2014

**Optional – Work Plan narrative.* If you feel more detail is needed to clearly outline the activities that will be completed, please attach additional pages.

Proposed spending and summary of activities:

1. \$1,000 – Advertisement and promotion of Caldwell County Feral Hog Activities
 - a. Purchase 1 or 2 large banners
 - b. Print advertising and/or brochures
 - c. Feral hog workshop supplies

2. \$1,500 – Caldwell County feral hog survey
 - a. Work with Plum Creek Watershed Partnership, Wildlife Services, TPWD, WMAs, TDA and Extension to develop survey
 - i. No data exists to determine county's actual feral hog population
 - ii. Survey mailed to landowners (postage)
 - iii. Survey available online/email
 - iv. Provides snapshot of feral hog population
 - v. Determine economic and environmental damage
 - vi. Determine harvest rate
 - vii. Determine public interest/concern
 - viii. Publish results of survey in local media and potentially in peer-reviewed scientific publications
 - b. Purchase 5 to 10 motion-activated game cameras
 - i. Cameras used in survey
 - ii. Cameras could be made available to landowners to assist in feral hog control

3. \$2,500 – Purchase 1 Wireless Trapping System
 - a. System would be made available to Caldwell County landowners
 - b. Corral trap monitored and operated by cell phone
 - c. Landowner fees would cover monthly service fees (approx. \$50/month)
 - d. Could result in removal of over 300 feral hogs per year from the county
 - e. Provide means testing for a larger proposal that would have up to 5 of these trapping systems available to county landowners



Attachment C

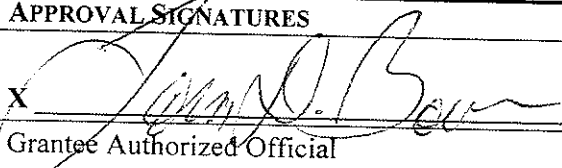
Texas Department of Agriculture
Budget Summary

TODD STAPLES, COMMISSIONER

PAYMENT INFORMATION			
Name of Grantee Caldwell County	Taxpayer ID (EIN) 17460016318	Phone No. (512) 398-1801	
Address 110 S. Main, Rm. 301	City Lockhart	State TX	Zip Code 78644

GRANT PROGRAM INFORMATION		
Title of Project 2013 Hog Out County Grant	TDA Grant Program Feral Hog County Grant	TDA Project # FHCG-13-XX
Objective of Grant Program: The program is designed to encourage counties across the State of Texas to make a concentrated and coordinated effort to reduce the feral hog population and the damage caused by these animals.		
Statement of Work: This agreement shall be carried out by the grantee as described in Attachment B.		

APPROVED BUDGET	
Approved Expenditure Categories	Approved Amount
Personnel	\$
Fringe Benefits	\$
Travel	\$
Equipment	\$ 3,000.00
Supplies	\$ 2,000.00
Contractual	\$
Other (Advertisement)	\$
TOTAL	\$ 5,000.00

APPROVAL SIGNATURES	
X 	20 MAR 13
Grantee Authorized Official	Date



Texas Department of Agriculture
Designation of Grant Officials

TODD STAPLES, COMMISSIONER

SEC. A	NAME OF GRANTEE		
	Caldwell County		
SEC. B	PROJECT TITLE		TDA PROJECT NO.
	2013 Hog Out County Grant		FHCG-13-13

SECTION C	PROJECT MANAGER			
	First Name	Last Name	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Dr. <input type="checkbox"/> Ms. <input type="checkbox"/>	
	Nick		Dornak	
	Position Title			
	Plum Creek Watershed Coordinator			
	Address		City	State
1403 Blackjack St., Suite B		Lockhart	TX	78644
Phone No.	Alt No.	E-mail Address		
(512) 398 - 3122	(512) 213 - 7389	ndornak@plumcreekwatershed.org		

SECTION D	RESPONSIBLE CONTRACTS OFFICER			
	<input type="checkbox"/> Same as above			
	First Name	Last Name	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Dr. <input type="checkbox"/> Ms. <input type="checkbox"/>	
	Tom		Bonn	
	Position Title			
	Caldwell County Judge			
Address		City	State	Zip Code
110 S. Main Street, Rm 201		Lockhart	TX	78644
Phone No.	Alt No.	E-mail Address		
(512) 398 - 1808	() -	Tom.bonn@co.caldwell.tx.us		

SECTION E	FISCAL OFFICER			
	<input type="checkbox"/> Same as above			
	First Name	Last Name	<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Dr. <input type="checkbox"/> Ms. <input type="checkbox"/>	
	Larry		Roberson	
	Position Title			
	Caldwell County Auditor			
Address		City	State	Zip Code
110 S. Main Street, Rm 301 (P.O. Box 98)		Lockhart	TX	78644
Phone No.	Alt No.	E-mail Address		
(512) 398 - 1801	() -	larry.roberson@co.caldwell.tx.us		

Please include additional contacts if you believe it will be helpful in the administration of this grant.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Caldwell County	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Government Entity	
	Address (number, street, and apt. or suite no.) 110 S. Main Street, Rm. 301	Requester's name and address (optional)
	City, state, and ZIP code Lockhart, TX 78644	
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 1 6 3 1	

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 ▶ 3/20/13
------------------	----------------------------	-----------------------

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.

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 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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.

Vendor Direct Deposit / Advance Payment Notification Authorization

This form may be used by vendors or individual recipients
 - to receive payments from the state of Texas by direct deposit
 - to change or cancel existing direct deposit information

For Comptroller's Use Only	

For State Agency Use	
<input type="checkbox"/> Advance Payment Notification	
<input type="checkbox"/> International Payments Verification	
<input type="checkbox"/> Interagency Transfer	

Transaction Type

SECTION 1	<input checked="" type="checkbox"/> New setup (Sections 2, 3, 4 and 5 - Section 6 is optional)	<input type="checkbox"/> Change account type (Sections 2, 3, 4 and 5 - Section 6 is optional)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4 and 5 - Section 6 is optional)	<input type="checkbox"/> Cancellation (Sections 2 and 4 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4 and 5 - Section 6 is optional)	

Payee Identification

SECTION 2	Social Security Number (SSN) or Employer Identification Number (EIN) 1 7 4 6 6 0 1 6 3 1 8		Mail code (If not known, leave blank.)		
	Payee name (Business/Individual) Caldwell County		Phone number (512) 398-1801 ext.		
	Mailing address P.O. Box 98		City Lockhart	State TX	ZIP code 78644

Financial Institution (Completion by financial institution is recommended.)

SECTION 3	Financial institution name First Lockhart National Bank		City Lockhart	State TX
	Routing transit number (9 digits) 1 1 4 9 - 0 3 2 1 - 3		Customer account number (maximum 17 characters) 6 0 1 3 3 0	
	Financial representative name (optional) Ann Forester		Title (optional) Sr. VP - Cashier	
	Financial representative signature (optional) <i>[Signature]</i>		Phone number (optional) (512) 398-3416 ext. 1140	Date (optional) 3/20/13

Authorization for Setup, Changes or Cancellation (required)

SECTION 4	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.		
	I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	Authorized signature <i>[Signature]</i>	Printed name Larry E. Roberson, CPA	Date 3-20-2013

International Payments Verification (required)

SECTION 5	Will these payments be forwarded to a financial institution outside the United States? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
-----------	--	--

Authorization for Advance Payment Notification Setup (optional)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to send an email notification one business day prior to the payment posting to my account.	
	Contact name (Please print) Larry E. Roberson	Contact phone number (512) 398-1801 ext.
	Email address l a r r y . r o b e r s o n @ c o . c a l d w e l l . t x . u s	

Cancellation by Agency (for state agency use)

SECTION 7	Reason	Date

Authorized Signature (for state agency use)

SECTION 8	Signature <i>[Signature]</i>	Date
	Phone number () ext.	Agency number
	Agency name	
	Comments	

Please return your completed form to:

For Comptroller's use only

TEXAS APPLICATION FOR PAYEE IDENTIFICATION NUMBER

• Shaded areas for state agency use only • See instructions on back

1. Is this a new account? YES Mail Code 000 NO Enter Mail Code _____ Agency number _____
 Complete Sections I - V Complete Sections I, II & V

SECTION I

2. PAYEE IDENTIFICATION NUMBER (PIN) - Indicate the type of number you are providing to be used for your PIN

1 - Federal Employer Identification Number (FEIN)
 2 - Social Security number (SSN)
 3 - Comptroller's assigned number

Enter the number indicated _____ _____

3. Are you currently reporting any Texas tax to the Comptroller's office other than unemployment (e.g., sales tax, franchise tax)?
 YES NO If "YES," enter Texas Taxpayer Number **1 7 4 6 0 0 1 6 3 1 8**

SECTION II

PAYEE INFORMATION (Please type or print)

4. Name of payee (Individual or business to be paid)
Caldwell County

5. Mailing address where you want to receive payments
P.O. Box 98

6. (Optional) _____

7. (Optional) _____

8. (Optional) _____

9. City _____ State _____ ZIP Code _____
Lockhart TX 78644-0098

10. Payee telephone number (Area code and number) **(5, 1, 2) 3, 9, 8 - 1, 8, 0, 1** SIC code _____ Security type code (0, 1, 2) _____ Zone code _____

SECTION III

11. OWNERSHIP CODES - Check only on code by the appropriate ownership type that applies to you or your business.

I - Individual Recipient (not owning a business)

E - State Employee: If checked, enter employing agency number _____

S - Sole Ownership (Individual owning a business): If checked, enter the owner's name and Social Security number (SSN)
 Owner's name _____
 SSN **2** _____

P - Partnership: If checked, enter two partner's names and Social Security numbers (SSN). If a partner is a corporation, use the corporation's Federal Employer Identification Number (FEIN).
 Name _____
 SSN/FEIN _____

N - Other: If checked, explain, _____

L - Texas Limited Partnership: If checked, enter the Texas File Number _____

T - Texas Corporation: If checked, enter the Texas Charter Number _____

A - Professional Association: If checked, enter the Texas Charter Number _____

C - Professional Corporation: If checked, enter the Texas Charter Number _____

O - Out-of-State Corporation

G - Governmental Entity

U - State agency / University

F - Financial Institution

R - Foreign (out of U.S.A.)

SECTION IV

12. Payment Assignment? YES NO Note: A copy of the assignment agreement between payees must be attached.
 Assignee name _____
 Assignee PIN _____ Assignment date _____

SECTION V

13. Comments _____

14. **sign here** Authorized signature (Applicant or authorized agent) _____ Date **3/20/13**
 Agency name _____ Prepared by _____ Phone (Area code and number) _____

15. _____