



**TEXAS DEPARTMENT OF AGRICULTURE
GRANT AGREEMENT**

GRANT RECIPIENT	Joshua		
GRANT PROGRAM	CDBG - Community Development Fund - 2023		
PROJECT TITLE	CDBG - Community Development Fund - 2023		
CFDA NUMBER	14.228		
PERFORMANCE PERIOD/ AGREEMENT TERM	2/1/2024	through	1/31/2026

AUTHORITY AND PURPOSE

The United States Government has awarded Community Development Block Grant *öCDBGö+ funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 *öHCD Actö+."as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture *öDepartmentö+ administers the State Community Development Block Grant *öTx CDBGö+ "Rtqi tc o "rwtuwcpv"vq"Vgzcu" I qxgtp o gpv"Eq fg"È6:902730

Grant Recipient has submitted a request for assistance under the above-referenced grant program *öGrant Programö+."hereinafter referred to as the öApplicationö"and incorporated by reference into this Grant Agreement *öAgreementö+ "hqt"cmn" rwt rqugu0""V jku" Agreement sets forth the obligations of Texas Department of Agriculture *öGrantorö+ or öDepartmentö+."and Grant Recipient (collectively, the öPartiesö+."along with the terms and conditions under which the Department will provide Grant Program funds to I tcpv" Tgekrk gpv"wp fgt"v jku"cy ctf0"" I tcpv" Tgekrk gpv"ci tggv"vq"cf o kpkuvgt"v jg" r tqlgev"cu" fguetkdgf"kp"v jg"Cr rnkecvkqp"cpf"kp"v jku" Agreement *öProjectö+."and the Department agrees to fund the Project up to the Grant Amount reflected below.

PROJECT DESCRIPTION

Street reconstruction on Thomas Street

Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following exhibits, which are attached hereto and incorporated by reference into this Agreement for all rwt rqugu<""Rgthqt o cpeg"Rncp"cpf" Cy ctf"U rgek hke"Eqpfkvkqpu"*Gz jkdkv"C+."Rtqlgev"Dwf i gv"*Gz jkdkv"D+." I gpgtcn"Vgt ou"cpf" Conditions (Exhibit C), and Certifications and Assurances (Exhibit D). Grant Recipient further agrees to comply with all statutes and regulations applicable to this award and such regulations and procedures as the Department may prescribe.

TOTAL GRANT AMOUNT NOT TO EXCEED	\$500,000.00
MATCH AMOUNT (if applicable)	\$50,000.00

GRANTEE	GRANTOR
Joshua	TEXAS DEPARTMENT OF AGRICULTURE Trade and Business Development
101 S. Main Street Joshua, Texas, 76058-3302	1700 N Congress Ave Cwuvkp."VZ"9:923
<p>AUTHORIZED SIGNATORY/AUTHORITY TO BIND</p> <p>Each person signing the Agreement certifies that he or she is authorized by Grantor or Grant Recipient to sign and execute the Agreement and to bind such party to its terms, performances, and conditions.</p>	
PRINTED NAME AND TITLE OF PERSON SIGNING: ,	PRINTED NAME AND TITLE OF PERSON SIGNING: ,
DATE SIGNED:	DATE SIGNED:

Exhibit A

Performance Plan and Award Specific Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all work and activities in a manner satisfactory to the Department and consistent with the terms and conditions of this Agreement and applicable statutes and regulations.

2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benefitting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within thirty (30) days of notice unless otherwise requested by the Department.

3. Grant Recipient will undertake the following activities and provide the following levels of program services.

Thomas Street - 03K

Grant Recipient shall address the following local need:

Deteriorated pavement and inadequate drainage resulting in a threat to public safety.

Grant Recipient shall complete the following work:

Reconstruct approximately one thousand three hundred twenty linear feet (1,320 LF) of roadway utilizing subgrade treatment, prime coat, and two-inch (2in.) HMAC pavement, approximately four hundred ninety-six linear feet (496 LF) of RCP driveway culvert, and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

Thomas Street. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1, Figure A1 controls.

These activities shall benefit 75 persons, of which 56 or 74.67 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including... I tcvp"Tgekrkgrp"u j c m n g p u w t g " v j c v " c m n R t q l g e v t g n c v g f " c f o k p k u v t c v k q p " c e v k x k v k g u " c t g " e q o r n g v g f . " c u " f g u e t k d g f " k p " v j g " e w t t g p v " T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l .

B. Prohibited Activities

I tcvp"Tgekrkgrp" o c { " q p n { " w u g " i t c p v " h w p f u " v q " e c t t { " q w v " v j g " c e v k x k v k g u " f g u e t k d g f " k p " v j k u " C i t g g o g p v 0 " " I t c p v " T g e k r k g p v " k u " r t q j k d k v g f " h t q o " e j c t i k p i " v q " v j k u " c y c t f " v j g " e q u v u " q h " k p g n k i k d n g " c e v k x k v k g u . " k p e n w f k p i " v j q u g " f g u e t k d g f " c v " 4 6 " E H T " E 7 9 2 0 4 2 9 . " a n d f r o m u s i n g g r a n t f u n d s o r p e r s o n n e l e m p l o y e d i n t h e a d m i n i s t r a t i o n o f a c t i v i t i e s u n d e r t h i s A g r e e m e n t f o r p o l i t i c a l a c t i v i t i e s , i n h e r e n t l y r e l i g i o u s a c t i v i t i e s , o r l o b b y i n g .

C. Timeline

I tcvp"Tgekrkgrp" y k m n " e q o r n { " y k v j " v j g " R t q l g e v " U e j g f w n g " t g h n g e v g f " d g n q y 0 " " H c k n w t g " v q " o g g v " c p { " q h " v j g " h q n n q y k p i " m i l e s t o n e s m a y r e s u l t i n s a n c t i o n s a s o u t l i n e d i n t h e T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l , R e q u e s t s f o r G r a n t A p p l i c a t i o n s , o t h e r p u b l i s h e d D e p a r t m e n t g u i d a n c e , a n d c o n d i t i o n s o f t h i s A g r e e m e n t :

Pre-Agreement Cost Begins:	5/3/2023
Grant Contract Period Begins:	2/1/2024
Environmental Review/Plans & Specifications Recommended to be Complete:	8/1/2024
Group B Forms Required to be Complete:	2/1/2025
Project Recommended to be Complete, including inspections:	10/1/2025
Grant Contract Period Ends:	1/31/2026
Final Payment and Closeout Documentation Required to be Submitted:	4/1/2026

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

1. E q o r n k c p e g < " K v " k u " w p f g t u v q q f " c p f " c i t g g f " d { " v j g " R c t v k u " v j c v " r g t h q t o c p e g " w p f g t " v j k u " C i t g g o g p v " o w u v " d g " t g p f g t g f " k p " a c c o r d a n c e w i t h t h e H o u s i n g a n d C o m m u n i t y D e v e l o p m e n t A c t o f 1 9 7 4 , a s i d e n t i f i e d i n t h e A u t h o r i t y a n d P u r p o s e p r o v i s i o n o f t h e A g r e e m e n t ; t h e p o l i c i e s , p r o c e d u r e s a n d r e g u l a t i o n s o f t h e D e p a r t m e n t ; a s s u r a n c e s a n d c e r t i f i c a t i o n s m a d e t o t h e D e p a r t m e n t b y G r a n t R e c i p i e n t ; a n d a s s u r a n c e s a n d c e r t i f i c a t i o n s m a d e t o H U D b y t h e S t a t e o f T e x a s y k v j " t g i c t f " v q " v j g " q r g t c v k q p " q h " v j g " V z E F D I " R t q i t c o 0 " " D c u g f " q p " v j g u g " e q p u k f g t c v k q p u . " c p f " k p " q t f g t " v q " g p u w t g " v j g " n g i c n " a n d e f f e c t i v e p e r f o r m a n c e u n d e r t h i s A g r e e m e n t , b o t h P a r t i e s a g r e e t h a t s u c h p e r f o r m a n c e i s s u b j e c t t o a n d g o v e r n e d d { " v j g " r t q x k u k q p u " q h " v j g " V z E F D I " R t q l g e v " K o r n g o g p v c v k q p " O c p w c n " c p f " c p { " c o g p f o g p v u " v j g t g v q 0 " " H w t v j g t . " v j g " D e p a r t m e n t m a y , f r o m t i m e t o t i m e d u r i n g t h e p e r i o d o f p e r f o r m a n c e o f t h i s A g r e e m e n t , i s s u e p o l i c y d i r e c t i v e s w h i c h u g t x g " v q " g u v c d n k u j . " k p v g t r t g v . " q t " e n c t k h { " r g t h q t o c p e g " t g s w k t g o g p v u " w p f g t " v j k u " C i t g g o g p v 0 " " U w e j " r q n k e { " f k t g e v k x g u " u j c m n " d g " p r o m u l g a t e d b y t h e D e p a r t m e n t i n t h e f o r m o f T x C D B G i s s u a n c e s , s h a l l h a v e t h e e f f e c t o f q u a l i f y i n g t h e t e r m s o f t h i s A g r e e m e n t , a n d s h a l l b e b i n d i n g u p o n G r a n t R e c i p i e n t , a s i f w r i t t e n h e r e i n ; p r o v i d e d , h o w e v e r , t h a t t h e p o l i c y d i r e c t i v e s a n d a n y a m e n d m e n t s t o t h e T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l s h a l l n o t a l t e r t h e t e r m s o f t h i s A g r e e m e n t s o a s t o r e l e a s e t h e D e p a r t m e n t f r o m a n y o b l i g a t i o n s p e c i f i e d i n S e c t i o n 4 o f E x h i b i t C t o r e i m b u r s e c o s t s k p e w t t g f " d { " I t c p v " T g e k r k g p v " r t k q t " v q " v j g " g h h g e v k x g " f c v g " q h " u w e j " c o g p f o g p v u " q t " r q n k e { " f k t g e v k x g u 0 " " C p { " c n v g t c v k q p u . " a d d i t i o n s , o r d e l e t i o n s t o t h e t e r m s o f t h i s A g r e e m e n t , w h i c h a r e r e q u i r e d b y c h a n g e s i n F e d e r a l o r S t a t e l a w s o r r e g u l a t i o n s , a r e a u t o m a t i c a l l y i n c o r p o r a t e d b y r e f e r e n c e i n t o t h i s A g r e e m e n t f o r a l l p u r p o s e s w i t h o u t w r i t t e n a m e n d m e n t a n d s h a l l b e c o m e e f f e c t i v e o n t h e d a t e d e s i g n a t e d b y s u c h l a w o r r e g u l a t i o n .

2. G p x k t q p o g p v c n " T g x k g y < " " I t c p v " T g e k r k g p v " w p f g t u v c p f u " c p f " c i t g g u " v j c v " k v " k u " t g u r q p u k d n g " h q t " g p x k t q p o g p v c n " t g x k g y . "

decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 7.070 I tcpv Tgekrkgrp u j c m n e q o r n { " y k v j " v j g " g p x k t q p o g p v c n " t g x k g y " r t q e g f w t g u " u g v " h q t v j " k p " 4 6 " E H T " R c t v " 7 : . " v j g " T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l , a n d a l l o t h e r a p p l i c a b l e f e d e r a l , s t a t e , a n d l o c a l l a w s i n s o f a r a s t h e y a p p l y v q " v j g " r g t h q t o c p e g " q h " v j k u " C i t g g o g p v 0 " P g k v j g t " I t c p v " T g e k r k g p v " p q t " c p { " r c t v k e k r c p v " k p " v j g " f g x g n q r o g p v " r t q e g u u . " q t " c p { o f t h e i r c o n t r a c t o r s , m a y c o m m i t g r a n t o r o t h e r f u n d s o n a n a c t i v i t y o r p r o j e c t , o r e x e c u t e a l e g a l l y b i n d i n g a g r e e m e n t f o r p r o p e r t y a c q u i s i t i o n , r e h a b i l i t a t i o n , c o n v e r s i o n , r e p a i r o r c o n s t r u c t i o n p e r t a i n i n g t o a s p e c i f i c s i t e u n t i l G r a n t R e c i p i e n t h a s c o m p l e t e d t h e e n v i r o n m e n t a l r e v i e w p r o c e s s a n d t h e D e p a r t m e n t h a s a u t h o r i z e d u s e o f g r a n t f u n d s o r a p p r o v e d t h e G r a n t R e c i p i e n t " t g s w g u v " h q t " t g n c u g " q h " h w p f u " c p f " t g n c v g f " e g t v k h k e c v k q p 0 "

3. E k v k | g p " R c t v k e k r c v k q p < " " I t c p v " T g e k r k g p v " u j c m n " r t q x k f g " h q t " c p f " g p e q w t c i g " e k v k | g p " r c t v k e k r c v k q p . " r c t v k e w n c t n { " d { " n q y " c p f " m o d e r a t e i n c o m e p e r s o n s w h o r e s i d e i n s l u m o r b l i g h t e d a r e a s a n d a r e a s i n w h i c h t h e f u n d s p r o v i d e d u n d e r t h i s A g r e e m e n t a r e u s e d , i n a c c o r d a n c e w i t h 2 4 C F R 7 9 2 0 6 : 8 " c p f " v j k u " C i t g g o g p v 0 "

4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. E q o r n c k p v " R t q e g f w t g u < " " I t c p v " T g e k r k g p v " u j c m n " o c k p v c k p " y t k v v g p " e k v k | g p " e q o r n c k p v " r t q e g f w t g u " v j c v " r t q x k f g " h q t " c " v k o g n { " y t k v v g p " t g u r q p u g " v q " e q o r n c k p v u " c p f " i t k g x c p e g u 0 " " U w e j " r t q e g f w t g u " u j c m n e q o r n { " y k v j " v j g " F g r c t v o g p v 0 s t g s w k t g o g p v u 0 " " I t c p v " T g e k r k g p v " u j c m n " g p u w t g " v j c v " k v u " e k v k | g p u " c t g " c y c t g " q h " v j g " n q e c v k q p " c p f " j q w t u " c v " y j k e j " v j g { " o c { " o b t a i n a c o p y o f t h e w r i t t e n p r o c e d u r e s a n d t h e a d d r e s s a n d p h o n e n u m b e r f o r s u b m i t t i n g c o m p l a i n t s .

6. F g r c t v o g p v " T g e q i p k v k q p < " " I t c p v " T g e k r k g p v " u h a l l h a v e s i g n a g e p l a c e d i n a p r o m i n e n t , v i s i b l e p u b l i c a r e a i d e n t i f y i n g v j g " R t q l g e v " c u " h w p f g f " d { " v j g " F g r c t v o g p v 0 " " V j g " u k i p c i g " o w u v " d g " n g i k d n g " h t q o " c " f k u v c p e g " q h " c v " n g c u v " v j t g g " * 5 + " h g g v " c p f " c o m p l y w i t h t h e w o r d i n g , s i z e a n d f o r m a t t i n g r e q u i r e m e n t s s e t f o r t h i n t h e T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l .

7. R t q i t c o " k p e q o g < " " k p " v j g " u c o g " o c p p g t " c u " t g s w k t g f " h q t " c m " q v j g t " h w p f u " w p f g t " v j k u " C i t g g o g p v . " I t c p v " T g e k r k g p v " u j c m n " m a i n t a i n r e c o r d s o f t h e r e c e i p t , a c c r u a l , a n d d i s p o s i t i o n o f a l l p r o g r a m i n c o m e (a s d e f i n e d a t 2 4 C F R 5 7 0 . 4 8 9 (e) a n d t h e T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l) g e n e r a t e d b y a c t i v i t i e s c a r r i e d o u t w i t h g r a n t f u n d s m a d e a v a i l a b l e w p f g t " v j k u " C i t g g o g p v 0 " " V j g " w u g " q h " r t q i t c o " k p e q o g " d { " I t c p v " T g e k r k g p v " u j c m n e q o r n { " y k v j " v j g " t g s w k t g o g p v u " u g v " h q t v j " c v " 2 4 C F R 7 9 2 0 6 : ; * g + 0 " " I t c p v " T g e k r k g p v " u j c m n " w u g " u w e j " k p e q o g " f w t k p i " v j g " C i t g g o g p v " V g t o " h q t " c e v k x k v k g u " r g t o k v v g f " w p f g t v j k u " C i t g g o g p v " r t k q t " v q " t g s w g u v k p i " c f f k v k q p c n " h w p f u " h t q o " v j g " F g r c t v o g p v 0 " " I t c p v " T g e k r k g p v " u j c m n " r t q x k f g " t g r q t v u " q h " p r o g r a m i n c o m e t o t h e D e p a r t m e n t w i t h e a c h p a y m e n t r e q u e s t i n a c c o r d a n c e w i t h t h e p a y m e n t p r o c e d u r e s d e s c r i b e d j g t g k p . " c p f " c v " v j g " v g t o k p c v k q p " q h " v j k u " C i t g g o g p v 0 " " C n n " w p g z r g p f g f " r t q i t c o " k p e q o g " u j c m n " d g " t g v w t p g f " v q " v j g " F g r c t v o g p v " a t t h e e n d o f t h e A g r e e m e n t T e r m , u n l e s s o t h e r w i s e s p e c i f i c a l l y p r o v i d e d w i t h i n t h i s A g r e e m e n t .

8. F k u d w t u g o g p v " q h " E g t v c k p " H w p f u < " " H w p f u " h q t " e q p u w t w e v k q p " c e v k x k v k g u " w p f g t " v j k u " C i t g g o g p v " y k n n " p q v " d g " f k u d w t u g f " v q " G r a n t R e c i p i e n t u n t i l a l l r e q u i r e m e n t s i d e n t i f i e d a s G r o u p B i n t h e T x C D B G P r o j e c t I m p l e m e n t a t i o n M a n u a l , S e c t i o n 4 0 4 . " j c x g " d g g p " u c v k u h k g f 0 " " V j g u g " t g s w k t g o g p v u " o w u v " d g " u c v k u h c e v q t k n { " e q o r n g v g f " p q " n c v g t " v j c p " v j g " f c v g " k f g p v k h k g f " k p " S e c t i o n C , P r o j e c t S c h e d u l e , a b o v e a s G r o u p B F o r m s R e q u i r e d t o b e C o m p l e t e 0 " " k p " c e e q t f c p e g " y k v j " U g e v k q p u " 3 9 " c p f " 1 8 o f E x h i b i t C , t h e D e p a r t m e n t m a y t e r m i n a t e t h i s A g r e e m e n t i m m e d i a t e l y i f t h e s e s p e c i a l c o n d i t i o n s a r e n o t m e t b y t h e d a t e i d e n t i f i e d i n S e c t i o n C , P r o j e c t S c h e d u l e , a b o v e a s G r o u p B F o r m s R e q u i r e d t o b e C o m p l e t e 0 "

9. The Grant Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grant Recipient's infrastructure project. Any funds obligated under this grant agreement are subject to BABA requirements as described in Chapter 4 of the TxCDBG Project Implementation Manual, unless excepted by a waiver.

10. In addition to the documentation required by Chapter 2 of the Project Implementation Manual, funds awarded under this Agreement will not be disbursed to Grant Recipient until these special conditions are met. Grant Recipient shall submit to the department:

Certification of compliance with the requirements of the Violence Against Women Act Reauthorization of 2022 and the Right to Report Crime and Emergencies from One's Home, confirming that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services as required by TxCDBG Policy Issuance 23-01.

Exhibit B

Budget

A. Approved Budget

30"Kv"ku"wpfgtuvqqf"cpf"ci tggf"jcv"vjg"vqven"co qwpv"qh"i tcpv"hwpfu"wpfgt"vjku"cyctf"ujcnn"dg"wugf"hqt"vjg"Rtqlgev"qwnkpgf"kp"vjku" C i tgg o gpv0" I tcpv" Tgekrkpv"ujcnn"gzr gpf"i tcpv"hwpfu"wpfgt"vjku"cyctf"kp"ceeqtfcpeg"ykvj"vjg"cr rtqxf"Rtqlgev"dwf igv"ur gekhkf" jgtgkp0"Cnn"Rtqlgev/tgncvgf"gzr gpugu"o wuv"dg"tgcuqpcdng"cpf"pgeguuct{0

40"Vjg" Fgrctv o gpv" o c{ "tgs wktg" c" o qtg" fgvc kngf" dwf igv" dtgcmf qyp" vjcp" vjg" qpg" eqpvckpgf" jgtgkp."cpf" I tcpv" Tgekrkpv"ujcnn" rtqxf" uwe j" uwr rng o gpvct{ "dwf igv" kphqt o cvkqp" kp" c" vk o gn{ "hcu jkqp" kp" vjg" hqt o" cpf" eqpvgpv" rtguetkdgf" d{ "vjg" Fgrctv o gpv0"

50" Cp{ "c o gpf o gpv" vq" vjg" Rtqlgev" dwf igv" o wuv" dg" cr rtqxf" kp" ytkvki" d{ "dqvj" vjg" Fgrctv o gpv" cpf" I tcpv" Tgekrkpv0"

HUD Activity	Awarded Amount
03K	\$390,100.00
Engineering	\$75,000.00
Admin	\$34,900.00
Total Grant Awarded	\$500,000.00
Committed as Match	\$50,000.00
Match Ratio	10.00%

B. Rtg/Cyctf"Equvu"

The Department may reimburse allowable administrative and engineering expenditures made by Grant Recipient prior to the effective date of the Agreement if incurred after 5/3/2023, and if Grant Recipient complied with all requirements for the release of such grant funds0"

Exhibit C

General Terms and Conditions - Federal Grant

SECTION 1. COMPLIANCE WITH APPLICABLE LAWS

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations, and guidance shall be grounds for termination of this Agreement for cause.

SECTION 2. AVAILABILITY OF FUNDS

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the Texas Legislature from State and/or Federal revenue or such other funding sources as may be cr rnkcdng0"Kh"uckf"hwpfu"qt"cp{" rctv"vjgtgq"ctg"qt"dgeq o g"wpexckncdng."vjg" Fgrctv o gpv" o c{"vgt o kpcvg"vjku" C i tgg o gpv" qt"tgfweg"vjg" i tcpv" c o qwpv."cu"cr rnkcdng0"C" hcknwtg"qh"vjg" Fgrctv o gpv"vq" o cmg"cp{"rc{ o gpv"wpfgt"vjku" C i tgg o gpv"qt" to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Texas Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement, and the Department shall not be held liable for any breach of the Agreement dgecwug"qh"vjg"cdugpeg"qh"cxckncdng"hwpfkipi"cr rtrtkcvkqpu0""

SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Texas Grant Management Standards *öTxGMSö+promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Govø"Eqfg."Ej crvgt"9:5+0"" Grant Recipient agrees to adhere to the administrative requirements and accounting principles and procedures required therein, utilize adequate internal eqpvtqnu."cpf" o ckpvckp"pgeguuct {"uqwtg"fqew o gpvcvkqp"ht"cn"equvu"kpewttgf"wpfgt"vjg"cyctf0"

SECTION 4. METHOD OF PAYMENT

A. Hwpfu"y knn"dg"fkudwtugf"ht"cevwn"gnki kdng"equvu"kpewttgf"d{ " I tcpv" Tgekrkpv"kp"eqppgevkkp" ykvj"vjku" C i tgg o gpv0"" Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR Part 200, Subpart E; the TxGMS; this Agreement; published program guidance; and such procedures as the Fgrctv o gpv" o c{" r tguetkdg0"

B. Rc{ o gpv" tgs wguvu"ujcnn"dg"uwo kvvgf"vq"vjg" Fgrctv o gpv"kp"vjg" o cppgt"cpf"qp"vjg"ht o "tgs wktgf"d{"vjg" Fgrctv o gpv0"" Payment shall be made on an eligible cost-reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in ceeqtf cpeg" ykvj"vjg"Rgthqt o cpeg"Rncp"wpfgt"Gz jkdv" C"cpf"vjg"Rtqlgev"Dwfi gv"tghngevgf"kp"Gz jkdv"D0""

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project Dwfi gv0""Vjg" Fgrctv o gpv" y knn"pqvkh{ " I tcpv" Tgekrkpv"kh"vjg"ctg"eqpegtpu"cdqvw"vjg"Rtqlgev"cpf"ujcnn"pqv" o cmg" disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and cr rtxgf"uwej"rc{ o gpv" tgs wguvu0""Vjg" Fgrctv o gpv" o c{"fgp{"c"rc{ o gpv" tgs wguvu"kh"vjg" Fgrctv o gpv" fgvg o kpgu"vjcv"vjg"

request is not supported by sufficient documentation.

D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.

E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

SECTION 5. MATCHING AND COST SHARING REQUIREMENTS

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

SECTION 6. FINANCIAL MANAGEMENT

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200, Subpart D; the TxGMS; and this Agreement, as applicable, and that will Grant Recipient agrees to keep all Project accounts and records that fully disclose the amount and disposition by Grant Recipient of the proceeds of the award, the total cost of the Project in connection with which the award is given or used, the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial of the award.

B. Grant Recipient shall maintain a financial management system that provides:

- (1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;
- (2) Records that clearly identify the source and application of all funds used for the purposes described in the These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;
- (3) have in place a system for safeguarding all such assets and shall assure that such assets are used solely for authorized purposes; and
- (4)

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

Year 2022-2023 Grant Recipient shall further ensure that grant funds received under this Agreement will be expended in a manner consistent with the limitations and reporting requirements established by GAA, Article IX, Part 2 (governing Provisions relating to the Position Classification Plan), Part 3 (governing Salary Administration and Employment Provisions), and Part 5 (governing Travel Regulations); Texas Government Code, Sections 556.004, .005, and .006; and Texas Government Code, Sections 2113.012 and .101.

SECTION 7. PROCUREMENT STANDARDS

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current Grant Program policy; (2) federal, state and local laws; (3) 2 CFR Part 200, administrative matters associated with Grant Recipient's procurement of such property, supplies, equipment, and beneficiary of this Agreement.

SECTION 8. PROPERTY MANAGEMENT STANDARDS

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR Part 200, Subpart D, and the TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

SECTION 9. REPORTING REQUIREMENTS

The final report shall include a comparison of actual expenditures with the budget line items shown in Exhibit B, Project Budget.

Department upon receipt of a written request from Grant Recipient.

revocation of a grant; (ii) withholding of current or future payment requests submitted by the Grant Recipient; (iii) requiring repayment of grant funds previously disbursed to Grant Recipient; (iv) a determination that Grant Recipient is ineligible for future Grant Program funds; and/or initiate other remedies for noncompliance as appropriate and permitted under this Agreement; 2 CFR Part 200, Subpart D; or the TxGMS.

SECTION 10. RECORD RETENTION

A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.

B. nonexpendable property acquired with award funds shall be retained for three (3) years after final disposition of such property.

C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.

D. Grant Recipient shall include the substance of this Section 10 in all subawards and subcontracts.

SECTION 11. INSPECTIONS AND MONITORING

A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being met. Grant Recipient shall also ensure that all receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of Project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.

C. Grant Recipient's progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Grant Recipient shall also address all administrative issues relative to each Grant Program and will identify areas where technical assistance and other support is needed.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement.

E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections, or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.

F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections, or monitoring reviews, and the repayment of such costs determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS

A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the Texas State Auditor's Office, any other appropriate unit or agency of the state or federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facilitate the review and audit of Grant Recipient's financial and programmatic records. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.

B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections, audits as deemed necessary.

C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.

D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under

SECTION 13. AUDIT REQUIREMENTS

A. If Grant Recipient expends \$750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards.

C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.

D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

SECTION 14. MODIFICATIONS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.

B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to Exhibit B, Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of grant funds or Performance Period.

C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient's control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.

D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.

E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or

State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

SECTION 15. INDEMNIFICATION

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section 15 shall survive the expiration or termination of the Agreement.

SECTION 16. AWARD CLOSEOUT

A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required Project-related activities have been completed in accordance with the Application, the terms of this Agreement and all

B. Upon the Department's review of all financial, performance, and other required reports, the Department may make upward or downward adjustments to the allowable costs, within the limits of the grant amount, on the basis of the

C. Regardless of whether audits were conducted during the term of the Agreement, a final financial and compliance audit may be initiated up to three (3) years after the Agreement completion date beginning with the date Grant

D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the term of the Agreement, including any authorized extensions, shall be forfeited.

SECTION 17. SUSPENSION AND TERMINATION

A. Vgt o kpcvkqp"hqt"Ecwug<""Kh"vjg" Fgrctv o gpv" fgvt o kpgu"vjcv" I tcpv" Tgekrkpv" jcu"eq o o kwgf" c" o cvgtkc" dtgcej" qt" default of any covenant, obligation or other agreement under this Agreement; failed to fulfill or perform any obligation under this Agreement; or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Department's notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:

- (1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Department

- (2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written notice by Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of a termination for cause.
- (3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or whenever the fiscal or this provision shall state the reason for the action, the effective date of the termination and closeout utilize award funds to pay any costs incurred after the effective date of the termination.
- (4) Invoke any other remedy or remedies that may be legally available.

B. Termination for Convenience: Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.

C. Mutual Termination: This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the Parties may agree in the written consent.

D. Effect of Termination: Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

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A. In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:

- (1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;
- (2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;
- (3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;
- (4) Withhold further awards to Grant Recipient;
- (5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;
- (6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or
- (7) Invoke any other remedy or remedies that may be legally available.

B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

- (3) Ineffective or improper use of funds provided under this Agreement; or
- (4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.

C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:

- (1) award funds are misused;
- (2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or
- (3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.

D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST

A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth in this Agreement.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

SECTION 20. SUBAWARDS/SUBCONTRACTS

A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.

B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipient's files along with documentation concerning the selection process and made available upon request.

SECTION 21. COPYRIGHTS

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supported and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials or Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly as defined by regulations and published Grant Program guidance.

SECTION 22. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an independent contractor with respect to the work and services to be performed under this Agreement.

SECTION 23. CONFLICT OF INTEREST

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict-of-interest prohibitions constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:

- (1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.
- (2) Grant Recipient shall not assign an employee to the Project if the employee:
 - a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the Project;
 - b. has a direct or indirect financial interest in the outcome of the Project; or
 - c. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project.
- (3) Grant Recipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest, or personal gain.

C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

SECTION 24. SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular

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SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code *öPIAö+0""Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

B. Enkgpv"Fcvc"cpf"Qvjgt"Ugpukvkg"kpht o cvkqp<"" I tcpv"Tgekrkgrp"ku"tgs wktgf"vq" o ckpvckp"fcvc"fg o qpvtcvkpi"enkgpv"gnki kdknkv{"hqt"cevkxkvkgu"rtqkfgf"wpfgt"vjku"C i tgg o gpv0""Uwej"fcvc"oc{"kpenwfg."dwv"pqv"dg"nk o kvgf"vq."enkgpv"pc o g."c f f tguu."kpeq o g"ngxgn"qt"qv j gt"dcuku"ht"fgvgt o kpkpi "gnki kdknkv{."cpf"fguetkrvkqp"qh"cevkxkvkgu"rtqkfgf0"" I tcpv"Tgekrkgrp" o wuv"eq o rn{" ykvj"4"EHT"È4220525"cpf"vcmg"tgcupcdng" o gcuwtgu"vq"uchgi wctf"rtqvgevgf"rgtuqpcnn{"kfgpvkhkcdng"kpht o cvkqp."cu"fgkpgf"kp"4"EHT"È4220: 4."cpf"qv j gt"kpht o cvkqp" I tcpv"Tgekrkgrp"eqpukfgtu"ugpukvkg"eqpukvgrp" ykvj" applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

SECTION 26. WAIVER

The Parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 27. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

SECTION 28. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

SECTION 29. EXECUTION OF AGREEMENT

This Agreement is effective as of the date signed by the Texas Agriculture Commissioner or by his authorized designee.

Exhibit D

Certifications and Assurances of CDBG Grant

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. **LEGAL AUTHORITY** Grant Recipient represents that it possesses legal authority to enter into the agreement, duly adopted or passed as an official act of Grant Recipient's governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, 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 Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.

2. **AFFIRMATIVELY FURTHER FAIR HOUSING** Grant Recipient certifies that it will comply with the Fair Housing Act (42 U.S.C. § 5403 *et seq.*), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.

3. **ANTI-LOBBYING** Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, or to attempt to obtain, any contract, grant, or award from any agency, department, or office of the Federal Government. (5) Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

4. **CHILD SUPPORT PAYMENTS** Grant Recipient represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to include the following clause in their contracts: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

5. **CITIZEN PARTICIPATION** Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan (40 CFR 92.503) for the project.

6. **CLEAN AIR AND WATER POLLUTION CONTROL** Grant Recipient represents and warrants that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements of the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Clean Water Act (33 U.S.C. § 1361 *et seq.*) and that it will report to the Regional Office of the Environmental Protection Agency (EPA) any violations of the Clean Air Act or the Clean Water Act.

7. **CONSERVATION** Grant Recipient represents and warrants that it will comply with the Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*), related to protecting components or potential components of the national wild and scenic river system.

8. **CONTRACT OVERSIGHT** Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase

orders.

9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS ó"Grant Recipient represents and warrants that it will comply and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by cr rnkecdng"hgfgtcn"cpf"uvevg"nc y u."twngu."tgi wncvkqpu."cpf"rqnkekgu"kp"ghhgev"qt"jgtgchvgt"guvcdnku jgf0""kp"cf fkvkqp." I tcpv" Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning urgekcn"tgs wktg o gpvu"qh"nc y ."rtqi tc o "tgs wktg o gpvu."cpf"qv jgt"cf o kpkuvtcvkxg"tgs wktg o gpvu0""kp"kpucpegu"y jgtg" multiple requirements apply to Grant Recipient, the more restrictive requirement applies.

10. CYBERSECURITY TRAINING (Local Government System) ó"Grant Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

11. DEBARMENT AND SUSPENSION ó"Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the United States General Services Administration.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW ó"Grant Recipient represents and warrants its eq o rnkcpvg" y kv j "4"EHT"È4220335." y jke j "tgs wktg u"v j g"fkuenquwtg"kp" y tkvki i "qh"xlqncvkqpu"qh"hgfgtcn"etk o kpcn"nc y " involving fraud, bribery, and gratuity violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS ó"Grant Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

14. DISCRIMINATION PROHIBITED ó"In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and affirms that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

15. DISPLACED PERSONS ó"Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Tgnqecvkqp"Cuukuvcpvg"cpf"Tgcn"Rtqr gtv {"Ceswkukvkqp"Rqnkekgu"Cev"*64"W0U0E0"ÈÈ6823"ó"6877+"and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42, Subpart A, which provide for fair and equitable treatment of rgtuqpu"fkurnceg f"cu"c"tguwnv"qh"hgfgtcn"cpf"hgfgtcnn{/cuukuvvgf"rtqi tc o u0"" I tcpv"Tgek rkgpv"hwvtv jgt"egt vkhkgu"v jcv"kv" jcu"kp" effect and is following a residential anti-displacement and relocation assistance plan required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. DISPUTE RESOLUTION ó"The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the Agreement.

17. DRUG-FREE WORKPLACE ó"Grant Recipient represents and affirms that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

18. ENVIRONMENTAL STANDARDS ó"Grant Recipient certifies it will comply with environmental requirements qh"v j g"Pcvkqpcn"Gpxktqp o gpvcn"Rqnke {"Cev"*64"W0U0E0"ÈÈ6543"et seq.) and related Federal authorities, including notification of violating facilities pursuant to Executive Order No. 11738.

19. EQUAL EMPLOYMENT OPPORTUNITY ó"Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of òfederally assisted construction contractò in 41 CFR Part 60-1.3 must include the equal

opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR Part 60-1.4(b).

20. **EXCESSIVE FORCE** "It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

21. **EXCLUDED PARTIES** "Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.

22. **FAIR LABOR STANDARDS** "Grant Recipient certifies that it will comply with the minimum wage and Intergovernmental Personnel Act of 1970, as applicable.

23. **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY** "Grant Recipient represents and affirms that it will comply with the Federal Funding Accountability and Transparency Act, as amended, requiring recipients and subrecipients of federal financial assistance to obtain a Unique Entity Identifier (UEI) number and will report the registered in the federal SAM and continue to maintain an active SAM registration with current information at all Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. **FLOOD INSURANCE** "Grant Recipient represents and warrants that it will comply with the flood insurance recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

25. **HISTORIC PRESERVATION** "Grant Recipient assures compliance with Section 106 of the National Historic Rehabilitation Act.

26. **LEAD-BASED PAINT** "Grant Recipient represents and warrants that it will comply with the Lead-Based Paint rehabilitation of residence structures, and the implementing regulations at 24 CFR Part 35.

27. **NONDISCRIMINATION** "Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

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- g Vjg"Cogtkecpu"ykvj"fkucdknkvgu"Cev"qh"3;;2"*64"W0U0E0"ÈÈ34323"et seq.); and
- g Vjg"Cig"fkuetk okpcvkqp"Cev"qh"3;97"*64"W0U0E0"ÈÈ8323"et seq.).

28. OPEN MEETINGS ó"kh" I tcpv"Tgekrkgpv"ku"i qxgtp o gpvcn"gpvkv{." I tcpv"Tgekrkgpv"tgrtgugpvu"cpf""chhkt o u"vj cv"kv" will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY ó"Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in y j qng"qt"kp"rctv"d{ "hfgtcn"hwpfu"*7"W0U0E0"È3723"et seq0+0"

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT ó"Grant Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the Texas State Auditor's Office.

31. SECTION 3 ó"Grant Recipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. SPECIAL ASSESSMENTS ó"Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

33. CHANGE IN LAW AND COMPLIANCE WITH LAWS ó"Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation. Grant Recipient shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Agreement. The Department reserves the right, in its sole discretion, to unilaterally amend the Agreement prior to award and throughout the term of the Agreement to incorporate any modifications necessary for the Department's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

Failure to comply with applicable assurances may result in the withholding or suspension of grant funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department fgvgt o kpgu"vj cv"cp{"qh"vjg"hqmqy kpi"j cu"qewttgf<""*3+" I tcpv"Tgekrkgpv"j cu"o cfg"hcnug"egtvkhkecvkqp."qt"*4+" I tcpv" Recipient violated the certification by failing to carry out the requirements as noted above.