AGREEMENT FOR THE

DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT

BETWEEN THE

OFFICE OF THE GOVERNOR,
TEXAS MILITARY PREPAREDNESS COMMISSION

AND

TOM GREEN COUNTY

STATE OF TEXAS
COUNTY OF TRAVIS

THIS AGREEMENT is between the Office of the Governor, Texas Military Preparedness Commission, P.O. Box 12428, Austin, Texas 78711 ("OOG" or "Grantor"), and Tom Green County ("Grantee"). OOG and Grantee are referred to collectively as the "parties." The parties hereto have severally and collectively agreed and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 1. PURPOSE. This Grant is awarded pursuant to Texas Government Code, Chapter 436, which authorizes OOG to administer the Defense Economic Adjustment Assistance Grant ("DEAAG") program. The DEAAG program provides state funds to defense communities that have been or may be affected by a base realignment and closure action for the purposes of purchasing property, sharing the costs of infrastructure or redevelopment projects, and the purchase or lease of equipment, including equipment for the training of defense workers.

SECTION 2. TERM OF AGREEMENT. This Agreement will commence September 1, 2016 and will terminate on August 31, 2017, or upon the completion of the Grant Project as described herein, whichever occurs first, unless terminated earlier pursuant to Section 16 of this Agreement.

SECTION 3. PROJECT REQUIREMENTS. Consistent with Section 436.203 of the Texas Government Code, grant proceeds may be used for the purchase of property, new construction, rehabilitation or renovation of facilities or infrastructure, or purchase of capital equipment or facilities insurance, and if applicable, to purchase or lease equipment to train certain workers. Subject to the requirements of applicable law and this Agreement, Grantee may use grant proceeds as cost reimbursement for certain actual, reasonable, and allowable costs that are directly allocable to the Project in accordance with the Grant Project, as further described in Exhibit A (Grant Budget), Exhibit B (Grant Narrative), and the Grantee's DEAAG Grant Application.

SECTION 4. OOG OBLIGATIONS.

A. The OOG shall reimburse the Grantee for the actual and allowable allocable costs incurred by Grantee during the term of this Agreement, subject to the requirements and limitations set forth herein.

B. OOG shall not be liable to Grantee for any costs incurred by Grantee that are not strictly in accordance with the terms of this Agreement.

SECTION 5. MAXIMUM AMOUNT OF GRANT. Notwithstanding any other provision of this Agreement, the total of all grant reimbursement payments and other obligations incurred by OOG under the terms of this Agreement shall not exceed **TWO MILLION FOURTY-TWO THOUSAND AND NO/100 ($2,042,000.00) DOLLARS.** The parties stipulate and agree that any act, action or representation by either party, their agents or employees that purport to increase the liability of the OOG is voidable by the OOG, unless this Agreement is amended.

SECTION 6. GENERAL REQUIREMENTS APPLICABLE TO THE GRANT.

A. Grant funds may be used only for the actual, reasonable, and allowable costs incurred during the term of this Agreement and that are directly allocable to the Project. Grant funds may not be used for the payment of taxes, overtime, overhead, debt repayment, indirect expenses, or administrative expenses.

B. All grant funds will be disbursed on a cost reimbursement basis only. Only costs that have been incurred and paid by the Grantee are eligible for reimbursement. Grant funds are not eligible for use to provide an advance payment to a Grantee or subgrantee.

C. In no case shall the payments made to a Grantee exceed the actual, reasonable, and allowable costs that are directly allocable to the Project costs as identified in the Grant Budget, or the Maximum Amount of Grant as set forth in Section 5 of this Agreement.

D. Pre-award costs incurred prior to the effective date of the Agreement may be allowable only with the written approval of the OOG and only to the extent that they would have been allowable if they had been incurred after the date of the award.

E. All costs must be allowable in accordance with the purposes authorized by Texas Government Code, Chapter 436, the DEAAG Administrative Rules (Title I, Texas Administrative Code, Chapter 4, Subchapter B), this Agreement, the Grant Budget, and other applicable law.

F. The grants are subject to the requirements of applicable state law, regulations, and policies, including, but not limited to, Texas Government Code Chapter 783, the administrative rules of the Texas Comptroller of Public Accounts at Title 34, Chapter 20, Subchapter I of the Texas Administrative Code, and the State Uniform Grant Management Standards (UGMS). The UGMS is available for download at: http://comptroller.texas.gov/procurement/prog/grant-management/. The 2004 version of the UGMS is the current version as of the date of this Agreement, however the UGMS may be updated by the Comptroller of Public Accounts from time-to-time.

G. Grantees agree to comply with the Uniform State Grant Assurances as set forth in Exhibit C.

SECTION 7. CONDITIONS PRECEDENT TO REIMBURSEMENT. Grant funds shall be disbursed on a cost reimbursement basis, subject to the terms of this Agreement. All of the

following conditions precedent must be met to the satisfaction of OOG prior to any reimbursement payments:

A. All costs incurred by Grantee for which Grantee seeks reimbursement must be for the actual, reasonable, and allowable costs that are directly allocable to the Project costs described in the Grant Budget.

B. OOG must have received from Grantee a Request for Reimbursement specifying the amount of the Grant being requested, along with invoices showing all such costs. **No requests for the reimbursement of expenditures incurred by the Grantee after August 31, 2017 will be considered by OOG.** The total amount already disbursed plus the amount requested shall not exceed the maximum amount of the Grant set forth in Section 5 of this Agreement.

C. Grantee must be in compliance with all terms of this Agreement.

D. Grantee must have supplied to the OOG all reports or other items that OOG requires or has requested.

SECTION 8. STRUCTURE FOR REIMBURSEMENT PAYMENTS.

A. Reimbursement Request. The OOG will make a reimbursement payment to the Grantee only in response to an approved Request for Reimbursement from the Grantee for the payment of actual, reasonable, and allowable costs that are directly allocable to the Project. The Grantee's reimbursement request will be submitted to the OOG in the form and manner as approved by the OOG and will specify the detailed and total expenses for the reimbursement request. All requests for the reimbursement of allowable costs will be submitted to the OOG in accordance with the schedule as set forth in Section 8.C.

All reimbursement requests and payment inquiries shall be submitted directly to:

Office of the Governor
Texas Military Preparedness Commission
Attn: Alexandra Taylor
P.O. Box 12428
Austin, Texas 78711
alexandra.taylor@gov.texas.gov

B. Required Documentation. Each Request for Reimbursement presented must include: (1) identification of the specific OOG Agreement; (2) the Grantee's federal tax identification number; (3) the name and division of the OOG contact; (4) description of the services/costs/expenses and the dollar amount attributable to each; (5) the name of the entity or person providing the service and the cost(s) charged by such entity or person; and (6) an itemization of charges with sufficient detail to permit the OOG to determine if the costs are allowable.

Requests for Reimbursement must include documentation of proof of payment as evidence of actual expenditures. Acceptable proof of payment includes, but is not necessarily limited to, a

receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, a check register or transaction register, bank reconciliation detail, copies of voided checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure(s) to which the reimbursement relates.

Each item of expenditure shall be specifically attributed to the eligible project cost category as identified in the Grant Budget. By submission of a reimbursement request, Grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Agreement; (3) that the amount of each new invoice added together with all previous invoices does not exceed the Maximum Amount of Grant as stated in Section 5 of this Agreement; and (4) the charges and expenses shown on the invoice are reasonable, necessary, and that all supporting documentation is attached.

C. Timing of Submission of Request for Reimbursement to the OOG; Close-Out Invoice. Grantee is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit quarterly billings to the OOG, which cover the previous quarter's expenses, so that they are received by the OOG on or before the twentieth (20th) day after the end of each quarter, or if the 20th falls on a weekend or holiday, the next business day. Quarterly reimbursement requests are due: (1) First quarter – December 20; (2) Second Quarter – March 20; (3) Third Quarter – June 20; (4) Fourth Quarter – September 20.

The OOG will make all reasonable efforts to promptly process and make payments on properly completed billings. Grantee may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this Agreement; or (2) forty-five (45) calendar days after the end of each state fiscal year.

D. Final Deadline for Reimbursement Requests. All requests for reimbursement must be received by the OOG no later than **October 15, 2017** (i.e., forty-five (45) calendar days after termination of this Agreement). An Agreement amendment must be executed by the OOG and the Grantee in order to extend this deadline. Any extension of the deadline is within the sole discretion of the OOG and subject to the availability of appropriated funds.

E. Disclosure of Reimbursement Information under the Public Information Act. All reimbursement documentation submitted to the Office of the Governor (OOG) is subject to disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"), whether created or produced by the Grantee or by any third-party. If it is necessary for the Grantee to include proprietary or otherwise confidential information in the documents submitted, that particular information should be clearly identified as such. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information is not acceptable, and will not render the whole of the information confidential. Any information, which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act.

F. Right to Request Additional Documentation. Upon the request of the OOG, the Grantee must submit to the OOG any additional documentation or explanation the OOG may require to support or document any requested payment under the Agreement.

G. Allowable Costs. The OOG shall reimburse the Grantee only for actual, reasonable, and allowable costs that are directly allocable to the Project as determined by the OOG in accordance with the Texas Government Code, Chapter 436, the DEAAG Administrative Rules (Title I, Texas Administrative Code, Chapter 4, Subchapter B), this Agreement, the Grant Budget, and in conformity with the UGMS.

SECTION 9. BUDGET ADJUSTMENT. Prior written approval from the OOG is required if Grantee anticipates altering the scope of the grant, adding funds to previously un-awarded budget items or categories, changing funds in any awarded budget items or category by more than 10% of the annual budget, and/or adding new line items to any awarded budget category.

SECTION 10. PURCHASE OF EQUIPMENT; MAINTENANCE AND REPAIR; TITLE UPON TERMINATION. Grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds. The parties understand and agree that the grant funds will be used to purchase facility furnishings, communications infrastructure and networking equipment, and training system hardware that will be used to connect and operate the intelligence training center and collaboration center on Goodfellow AFB. Grantee shall transfer title of the supplies and/or equipment to the United States military, via the Secretary of the U. S. Air Force, to be installed and maintained by military personnel and contractors. The parties further understand and agree that the use of these funds for this purpose provides a public benefit to the State of Texas. Grantee shall identify all equipment purchased under this Agreement by appropriate tags or labels affixed to the equipment. Grantee shall maintain a current inventory of all equipment, which shall be available to the OOG at all times upon request, however, as between the OOG and Grantee title for equipment will remain with Grantee. Grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event Grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Agreement, Grantee shall use the proceeds to repair or replace said equipment. Upon termination of this Agreement, title, use, and disposal of equipment shall be in conformity with the UGMS to the extent applicable.

SECTION 11. REPORTING REQUIREMENTS.

A. Until Grantee has submitted a Project Completion Report to OOG, Grantee shall submit a Quarterly Project Status Report to OOG, using the form attached hereto as Exhibit D, no later than twenty (20) calendar days after the end of each calendar quarter summarizing grant expenditures and detailing the progress on grant requirements.

B. After Grantee has completed the Grant Project as set forth in this Agreement, but in no case more than one hundred twenty (120) calendar days after termination of this Agreement, Grantee shall submit to OOG a Project Completion Report, using the form attached hereto as Exhibit E, describing all activities performed under this Agreement. Grantee shall provide to OOG a

Certification of Delivery, certifying that Grantee has received delivery of all equipment purchased pursuant to this Agreement.

C. No later than sixty (60) calendar days after the date on which Grantee submits its Project Completion Report to OOG, Grantee shall provide to OOG a DEAAG Project Impact Report, using the form attached hereto as Exhibit F. A DEAAG Project Impact Report must contain information concerning jobs generated and retained, and individuals trained as a result of the Project. For purposes of this Agreement, job creation, retention, and training rates may be evidenced by satisfactory documentation, such as copies of payroll documents, human resource documents, or training enrollment records.

E. Grantee shall provide to OOG additional information regarding the status of the Project at any time upon request from OOG.

F. Grantee shall cooperate with OOG and provide all requested assistance to OOG in connection with the preparation of any reports required from time to time to be made by OOG to the Texas Legislature or any relevant governmental entity regarding Grantee, the Grant, the Project, or the Grant Application.

G. All reports provided to OOG must be signed by the duly authorized representative of Grantee.

I. Failure to Provide Required Reports and Other Documentation. If after a written request by the OOG, Grantee fails to provide required reports, information, documentation or other information as required by this Agreement, then the OOG may require corrective action or consider this act a possible default under this Agreement.

SECTION 12. CORRECTIVE ACTION.

A. Failure to Progress with Grant Project. If after written notice by the OOG to the Grantee, Grantee fails to make progress on the grant project, then the OOG may consider this act a possible default under this Agreement.

B. Notice of Possible Default. The parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OOG or Grantee. The OOG, in its sole discretion, will determine whether Grantee has acted or failed to act in such a manner that gives rise to an act of possible default under this Agreement. The OOG shall give written notice to Grantee setting out the circumstances that support the OOG's determination of possible default.

C. Opportunity to Cure. The OOG will give the Grantee at least thirty (30) calendar days to cure the possible default and to provide the OOG sufficient information that supports a finding of cure by the OOG.

D. Cure. If the OOG is satisfied that the Grantee has cured the possible default event, the OOG shall give written notice to the Grantee. The OOG will be guided by good faith and reasonableness in determining, in the sole discretion of the OOG, whether the Grantee has cured the possible default.

E. Default. If the OOG is not satisfied that the Grantee has cured the possible default, the Grantee shall be in default hereunder, and the OOG shall give written notice to the Grantee declaring such default. Any default may result in termination of this Agreement in accordance with Section 16.

F. Corrective Action Plans. If the OOG finds deficiencies in Grantee's performance under this Agreement, the OOG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require that additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the grant award amount; and/or terminate this Agreement. The foregoing are not exclusive remedies, and the OOG may impose other requirements that the OOG determines will be in the best interest of the State.

G. Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OOG, at its sole discretion, placing Grantee on immediate financial hold without further notice to Grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If Grantee is placed on financial hold, the OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time Grantee was placed on financial hold.

H. Sanctions. In addition to financial hold, the OOG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OOG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, requiring return or offset of previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this Agreement and/or any other appropriate sanction.

I. No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, Grantee remains responsible for complying with the Agreement terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this Agreement.

SECTION 13. NOTICES. Any notice required or permitted to be given under this Agreement by the either party shall be in writing and shall be deemed to have been given immediately if delivered by e-mail, or in person as set forth in this section. Any notice required or permitted to be given under this Agreement may be given by regular first class mail and/or email and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party at the address specified in this section:

Office of the Governor
Texas Military Preparedness Commission
Attn: Alexandra Taylor
P.O. Box 12428
Austin, Texas 78711
Email: alexandra.taylor@gov.texas.gov

Tom Green County
Tom Green County Commissioners Court
The Honorable Stephen C. Floyd
122 W. Harris
San Angelo, TX 76903
Email: steve.floyd@co.tom-green.tx.us

Tom Green County
Nathan Cradduck
122 W. Harris
San Angelo, TX 76903
Email: nathan.cradduck@co.tom-green.tx.us

SECTION 14. GRANTEE CERTIFICATIONS. By executing this Agreement, Grantee hereby makes the following certifications and warranties:

A. Delinquent Child Support Obligations. Under Texas Family Code, Section 231.006(d), regarding child support, Grantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

B. Prohibited Bids and Agreements. Under Section 2155.004 of the Texas Government Code (relating to prohibited bids and agreements), Grantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

C. Gift to Public Servant. Grantee warrants that it has not given, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this Agreement.

D. Former Executive Head and Employees of the Agency. Grantee certifies that this Agreement is compliant, and will remain in compliance during the Agreement term, with the following Sections of the Texas Government Code: Section 669.003 (Contracting with Executive Head of State Agency); Section 572.069 (Prohibiting employment of state officers and employees who participated in the procurement of services); and Section 2252.901 (Contracts with Former or Retired Agency Employees).

E. Conflicts of Interest. Grantee certifies that neither it nor the personnel or entities employed in rendering services under this Agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of Grantee's obligations under this Agreement. Grantee has a continual and ongoing obligation to immediately notify the OOG in writing, upon discovery of any actual or potential conflict.

F. Corporate Franchise Tax. Grantee certifies that, if applicable, its Texas franchise tax payments are current, or that it is exempt from, or not subject to, such tax.

G. No Claims. Grantee certifies that Grantee does not have any potential or existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

H. Debt to State. Grantee acknowledges and agrees that, to the extent Grantee owes any debt or delinquent taxes to the State of Texas, any payments Grantee is owed under this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes Grantee owes the State of Texas until the debt or delinquent taxes are paid in full.

I. Suspension/Debarment. Grantee certifies that Grantee and Grantee's principals are, to the best of its knowledge and belief, not on the specially-designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract. Grantee certifies that it will not knowingly enter into any subcontract with an entity who is, or whose principals are, on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. Grantee will ensure that this section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially-designated nationals list without modification in any subcontracts or solicitations for subcontracts.

J. Deceptive Trade Practices/Unfair Business Practices. Grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the Respondent has not been found to be liable for such practices in such proceedings. Grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

K. False Statements. By signature to this Agreement, Grantee makes all the representations, warranties, guarantees, certifications and affirmations included in this Agreement. If Grantee signs this Agreement with a false statement or it is subsequently determined that Grantee has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Agreement, Grantee shall be in default under this Agreement and the OOG may terminate or void this Agreement for cause and pursue other remedies available to the OOG under this Agreement and applicable law.

L. Felony Criminal Convictions. Grantee represents and warrants that Grantee and its employees who will perform services under this Agreement have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised the OOG as to the facts and circumstances surrounding the conviction.

M. Immigration. The Grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

N. U.S. Department of Homeland Security's E-Verify System. Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system as required by Chapter 673 of the Texas Government Code, and to determine the eligibility of:

a. All persons employed to perform duties within Texas, during the term of the Grant; and
b. All persons employed or assigned by Grantee to perform work pursuant to the Grant Agreement, within the United States of America; and
c. If this certification is falsely made, the Agreement may be terminated.

O. Certification Concerning Hurricane Relief. The OOG is prohibited from awarding an Agreement to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with an Agreement involving relief for any disaster as defined by Section 418.004 Texas Government Code occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Grantee certifies that it is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification inaccurate.

P. Technology Access Clause. If applicable, Grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, Grantee shall provide the Department of Information Resources with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

Q. Buy Texas. With respect to all services, if any, purchased pursuant to this Agreement, Grantee represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

R. Liability for Taxes. Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. The OOG shall not be liable for any taxes resulting from this Agreement.

SECTION 15. GENERAL TERMS AND CONDITIONS.

A. Independent Contractor Grantee or Grantee's employees, representatives, agents and any subcontractors shall serve as an independent contractor in performing the services under this

Agreement shall not be employees of the OOG or the State of Texas.

B. Subcontracting. In the event that the Grantee should determine that it is necessary or expedient to subcontract for any of the performances herein, Grantee understands and agrees that it will be responsible to the OOG for any subcontractor's performance under this Agreement. In no event shall this section or any other provision of this Agreement be construed as relieving the Grantee of the responsibility for ensuring that performance under this Agreement, and any subcontracts thereto, is rendered in compliance with all of the terms of this Agreement. If Grantee uses a subcontractor for any or all of the work required, the following conditions will apply: (1) The Grantee, in subcontracting for any performances specified herein, expressly understands and agrees that subcontracting will be solely at Grantee's expense and the OOG shall not be liable in any manner to the Grantee's subcontractor(s); (2) Grantee will be the sole contact for the OOG; and (3) Pursuant to Chapter 2251 of the Texas Government Code, Grantee will make any payments owed to subcontractors within ten (10) calendar days of Grantee's receipt of funds from the OOG.

C. No Assignment. This Agreement is not assignable by Grantee. Notwithstanding any attempt to assign the Agreement, Grantee shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions herein. Grantee shall be held responsible for all funds received under this Agreement.

D. Records Retention. Records shall be maintained and made available to the OOG or its authorized representatives upon request during the entire performance period of this Agreement and until seven (7) years from date of final payment by the OOG for the services provided under this Agreement. In addition, those records relating to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available to the OOG or its designee until completion of such action and resolution of all issues which arise from it, or until the end of the aforementioned seven (7) year period, whichever is later. Failure to provide reasonable access to authorized OOG representatives shall give OOG the right to terminate this Agreement pursuant to Section 16 of this Agreement, or any portion thereof, for reason of default.

E. Right to Audit. Grantee will cooperate fully in any review conducted by the OOG or its authorized representatives related to services provided under this Agreement. The OOG has the authority to monitor, inspect, assess, and review the fiscal, contractual, or performance of the Grantee with respect to the Agreement, including all information related to any services provided under this Agreement or billed to the OOG. Grantee will remedy in a timely manner, any weaknesses, deficiencies, Agreement noncompliance, or audit exceptions found as a result of a review by the OOG or its authorized representatives. Such remedy can include a refund or offset of Agreement payments or any other appropriate actions deemed necessary by the OOG. Acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office to audit or investigate the expenditure of funds under this Agreement or any subcontract. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract it awards.

F. Texas Public Information Act. Notwithstanding any provisions of this Grant Agreement to the contrary, Grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "Act"). Grantee acknowledges that the OOG will comply with the Act, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

Grantee acknowledges that information created or exchanged in connection with this Grant Agreement is subject to the Act, and Grantee agrees that information not otherwise excepted from disclosure under the Act, will be available in a format that is accessible by the public at no additional charge to the OOG or State of Texas. Grantee will cooperate with the OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of Grantee under, pursuant to, or in connection with this Grant Agreement that Grantee considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to the OOG or State of Texas or any other entity in accordance with this Grant Agreement. The OOG agrees to notify Grantee in writing within a reasonable time from receipt of a request for information covering Grantee's Confidential Information. The OOG will make a determination whether to submit a request for a ruling under the Public Information Act to the Attorney General.

Grantee agrees to maintain the confidentiality of information received from the OOG or State of Texas during the performance of this Grant Agreement to the extent allowed by the Act, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Grantee will notify the OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the Grantee by the OOG or the State of Texas.

G. Media Releases or Pronouncements. Grantee understands that the OOG does not endorse any vendor, commodity good, or service. The Grantee, its employees, representatives, subcontractors, or other agents may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Agreement or the services or project to which this Agreement relates, or which mentions the OOG, without the prior written approval of the OOG.

H. Indemnification. TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THE OOG, AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS CONNECTED WITH ANY ACTS OR OMISSIONS OF GRANTEE OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. GRANTEE WILL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE OOG. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE OOG FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE OOG OR ITS EMPLOYEES.

I. Intellectual Property. TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, GRANTEES, ASSIGNEES, AND/OR DESIGNEES AGAINST ANY CLAIM OF COPYRIGHT, TRADEMARK, OR PATENT INFRINGEMENT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT ARISING IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS AGREEMENT. THE GRANTEE SHALL BE LIABLE TO PAY ALL COSTS, DAMAGES, AND ATTORNEYS' FEES INCURRED BY THE OOG RESULTING FROM SUCH CLAIMS INCLUDING ANY CLAIM FOR THE INFRINGEMENT OF ANY UNITED STATES OR INTERNATIONALLY PROTECTED PATENTS OR COPYRIGHTS ARISING FROM THE USE BY THE GRANTEE OR THE OOG, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, GRANTEES, ASSIGNEES, AND/OR DESIGNEES OF ANY EQUIPMENT, MATERIALS, INFORMATION, OR IDEAS EMPLOYED OR FURNISHED BY THE GRANTEE IN CONNECTION WITH THE PERFORMANCES CALLED FOR IN THIS AGREEMENT

J. Taxes/Workers' Compensation/Unemployment Insurance. GRANTEE IS FULLY RESPONSIBLE FOR ITS OWN FEDERAL, STATE, AND LOCAL TAXES. GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, GRANTEE SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE OOG, THE BANK AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO THE GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE OOG.

K. Tax Identification Information Required. As a prerequisite to the OOG's ability to process any payments to Grantee under this Agreement, Grantee shall provide the OOG with required tax and payee identification information in the form of a completed "Application for Texas Identification Number" (available on the Comptroller of Public Accounts' website at http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf). If Grantee has previously completed the required documentation to obtain a Texas Identification Number (TIN) prior to the effective date of this Agreement, Grantee may satisfy this requirement by providing the OOG with Grantee's current TIN, name, and address to permit the OOG to verify registration in the TINS System with the Texas Comptroller of Public Accounts.

L. Insurance. Unless otherwise noted in this Agreement, and to the extent that Grantee does not have or maintain insurance or does not have or maintain sufficient insurance, Grantee acknowledges and agrees that Grantee will be solely responsible for any losses or damages related

to or caused by the Grantee's performing its duties and obligations under this Agreement. The OOG will have no obligation to reimburse or otherwise pay Grantee for any costs incurred related to any such losses or damages.

M. Fraud, Waste and Abuse. Grantee understands that the OOG does not tolerate any type of fraud, waste, or misuse of funds received from the OOG. The OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event Grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the OOG that is made against Grantee, Grantee is required to immediately notify the OOG of said allegation or finding. Grantee is also obliged to inform the OOG of the status of any on-going investigations regarding allegations of fraud, waste, or abuse. Grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to the OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

N. Saturdays, Sundays, Holidays. If the last or appointed day for the taking of any action or the expiration of any right required or granted in this Agreement is a Saturday or a Sunday or a scheduled State of Texas or national holiday, then such action may be taken or such right may be exercised on the next succeeding business day that is not a Saturday, Sunday or holiday. A schedule of State of Texas holidays is located at:
http://www.hr.sao.state.tx.us/compensation/holidays.html

O. Applicable Law and Venue. This Agreement is governed by the laws of the State of Texas. Grantee agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Agreement, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court, and hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that: (a) Grantee is not personally subject to the jurisdiction of the above-named court; (b) the suit, action or proceeding is brought in an inconvenient forum; or (c) the venue of the suit, action or proceeding is improper.

P. No Waiver. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the OOG, the State of Texas, and their officials and staff of any immunities from suit or from liability that the OOG or the State may have by operation of law.

SECTION 16. TERMINATION.

A. Convenience. The OOG may, at its sole discretion, terminate this Grant Agreement without recourse, liability, or penalty, against the OOG, upon thirty (30) calendar days' notice to the Grantee.

B. Cause/Default. In the event that Grantee fails to provide the agreed upon services according to the provisions of this Agreement, or fails to comply with any of the terms or conditions of this Agreement, the OOG may, upon written notice of default to Grantee, immediately terminate all or any part of this Agreement. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Agreement.

C. Rights upon Termination or Expiration. In the event that the Agreement is terminated for any reason, or upon its expiration, the OOG shall be obligated to pay Grantee only for actual allowable costs incurred up to the effective date of termination. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Agreement. OOG will not be liable to Grantee or to Grantee's creditors for any costs incurred subsequent to receipt of a Notice to Terminate or any unacceptable or disallowed costs as determined by OOG.

D. Notwithstanding any exercise by OOG of its right of early termination pursuant to this section, Grantee shall not be relieved of any liability to OOG for damages due to OOG by virtue of any breach of this Agreement by Grantee. OOG may withhold payments to Grantee until such time as the exact amount of damages due to OOG from Grantee is agreed upon or is otherwise determined.

E. In the event Grantee fails to comply with any provision as specified in this Agreement, the Grantee may be liable for damages under this Agreement and barred from applying for or receiving additional funding under the DEAAG program until repayment is made and any other compliance or audit findings are resolved and/or any issue of non-compliance is cured to the satisfaction of OOG pursuant to this section.

F. Grantee shall refund to OOG any sum of money paid to Grantee by OOG, which OOG determines is an overpayment to Grantee, or in the event OOG determines funds spent by Grantee were not an allowable cost of this Project. No refund payment(s) may be made from local, state, or federal grant funds unless statute or regulation specifically permits repayment with grant funds. Such refund shall be made by Grantee to OOG within thirty (30) calendar days after such refund is requested in writing by OOG, or within thirty (30) calendar days of a notice from OOG indicating the request is the result of a final determination that the refund is owed.

SECTION 17. AVAILABILITY OF FUNDS. This Agreement is subject to the availability and receipt of funds appropriated by the Texas Legislature that the OOG has allocated to this Agreement. If funds for this Agreement become unavailable during any budget period, the OOG may terminate this Agreement, without penalty, or reduce the amount of this Agreement at the discretion of the OOG. Grantee will have no right of action against the OOG if the OOG cannot perform its obligations under this Agreement as a result of lack of legislative appropriations in amounts sufficient to fund any activities or functions contained within the scope of this Agreement.

SECTION 18. MONITORING. OOG or its designee may perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Agreement and of the adequacy and timeliness of Grantee's performance. After each monitoring visit, OOG will provide Grantee with a written report of the monitor's findings. If the monitoring report notes deficiencies in Grantee's

performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for termination of this Agreement in accordance with Section 16 of this Agreement.

SECTION 19. CONFLICT OF INTEREST

A. Grantee shall ensure that no employee, officer, or agent of Grantee shall participate in the selection, award, or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: (1) the employee, officer, or agent; (2) any member of his or her immediate family; (3) his or her partner; or, (4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. Grantee shall comply with Texas Local Government Code, Chapter 171.

B. No employee, agent, consultant, officer, or elected or appointed official, of either Grantee or of a subcontractor, who exercises or has exercised any functions or responsibilities or is in a position to participate in decision-making or gain inside information in regard to the activities involved in the Project, shall be permitted to have or obtain a financial interest in or benefit from the Project or any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties.

SECTION 20. LITIGATION AND CLAIMS

A. Grantee shall give OOG immediate notice in writing of any action, including any proceeding before an administrative agency, filed against Grantee arising out the performance of this Agreement. Except as otherwise directed by OOG, Grantee shall immediately furnish to OOG copies of all pertinent papers received by Grantee with respect to such action or claim. Grantee shall notify OOG immediately of any legal action filed against the Grantee or any subcontractor, or of any proceeding filed under the federal bankruptcy code. Grantee shall submit a copy of such notice to OOG within thirty (30) calendar days after receipt. No funds provided under this Agreement may be used in the payment of any costs incurred as the result of any claims, judgments, fines, or settlements.

B. OOG and Grantee acknowledge that they are governmental units of the State of Texas and are subject to, and shall comply with, the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 *et. seq.*

C. Grantee acknowledges that OOG, the State of Texas, and their employees shall not be held liable for any claims or causes of action whatsoever which may occur in the course of performing the services described in this Agreement, or from the award, cancellation, or withdrawal of this Grant.

SECTION 21. NOTICE OF MATERIAL EVENTS. Grantee shall furnish to OOG prompt written notice upon becoming aware or having knowledge of the occurrence of any event or development that has, or would reasonably be expected to have, a material adverse effect on the

completion of the Project as described under this Agreement. Under no circumstances shall notice under this section occur more than fifteen (15) calendar days following Grantee receiving knowledge of such event or development.

SECTION 22. FORCE MAJEURE. Neither party shall be required to perform any obligation under this Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes.

SECTION 23. DISPUTE RESOLUTION

A. Informal Meetings. The parties' representatives shall meet as needed to implement the terms of this Agreement and shall make a good faith attempt to informally resolve any disputes.

B. Alternative Dispute Resolution at State Office Administrative Hearings. The parties may agree, but are not required, to utilize the non-binding alternative dispute resolution services of the State Office of Administrative Hearings (SOAH) to attempt to resolve their disagreements, claims or disputes under this Agreement. Grantee and the OOG, in the event they determine to utilize SOAH, agree to share equally the costs of the alternative dispute resolution service. The purpose of this subsection is to reasonably ensure that the OOG and Grantee shall, in good faith, utilize mediation. The Parties' participation in, or the results of, any mediation under the subsection or the provisions of this Section shall not be construed as a waiver by the OOG or the Grantee of any rights, privileges, defenses, remedies or immunities available to the OOG or Grantee.

C. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by Grantee.

Grantee's claims for breach of this Agreement that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, Grantee shall submit written notice, as required by Subchapter B, to the OOG's Director of Administration. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by Grantee with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is Grantee's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Agreement by the OOG if the Parties are unable to otherwise informally resolve their disputes.

Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this

Agreement by OOG nor any other conduct of any representative of OOG relating to this Agreement shall be considered a waiver of sovereign immunity.

The submission, processing, and resolution of Grantee's claim is governed by the published rules, if any. If no OOG rules have been published, then Title 1, Chapter 68 of the Texas Administrative Code, shall govern.

SECTION 24. CHANGES AND AMENDMENTS.

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by a written amendment executed by both parties.

B. During the term of this Agreement, OOG may issue policy directives to establish, interpret, or clarify requirements under this Agreement. Policy directives from OOG shall be binding upon Grantee.

SECTION 25. SEVERABILITY.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 26. ENTIRE AGREEMENT. This Agreement is intended as a full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Agreement.

SECTION 27. CONSTRUCTION. The language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

SECTION 28. HEADINGS. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

SECTION 29. SURVIVAL OF CERTAIN PROVISIONS. Notwithstanding any expiration, termination or cancellation of this Agreement, the rights and obligations pertaining to repayment of Grant funds and/or damages, limitation of liability, indemnification, public information, reporting requirements, retention and accessibility of records, audit rights, rights upon termination, and any other provision implying survivability shall remain in effect after this Agreement ends.

SECTION 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

IN TESTIMONY HEREOF, Grantee and OOG have executed this Defense Economic Adjustment Assistance Agreement in duplicate originals, effective as of the last date contained on the signature lines below.

OFFICE OF THE GOVERNOR	**TOM GREEN COUNTY**
Chief of Staff or Designee	The Honorable Stephen C. Floyd
	7-12-16
Date	Date

GRANT AGREEMENT BETWEEN
THE OFFICE OF THE GOVERNOR
AND
Tom Green County

EXHIBIT A

$2,042,000.00
Two million forty-two thousand 00/100 Amount (DOLLARS).

Budget. Subject to the limitations within this Agreement, the OOG will reimburse Grantee for actual and allowable allocable costs paid according to the following amounts and budget categories:

Budget Category	
Infrastructure – Purchase of property	$0
Infrastructure - Professional & Consultant Services	$0
Infrastructure – New Construction	$0
Infrastructure - Rehabilitation and Renovation	$880,000
Infrastructure – Capital Equipment1	$300,000
Infrastructure – Supplies	$862,000
Training Equipment2	$0
Training Supplies3	$0
Total	$2,042,000

[1] Per UGMS, "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and a per unit acquisition cost of $5,000 or more.

[2] *Id.*

[3] Per UGMS, items of equipment with a per unit acquisition cost of less than $5,000 are considered to be supplies.

GRANT AGREEMENT BETWEEN
THE OFFICE OF THE GOVERNOR
AND
Tom Green County

EXHIBIT B

GRANT NARRATIVE

unless otherwise Limited, deemed inappropriate by special conditions or altered by approved budget adjustments/budget modifications, the following narrative provided by Grantee in its DATED grant application applies to this Agreement:

In an effort to remain a viable military installation well into the future and contribute in a new way to national security, Goodfellow AFB, with the support of Tom Green County and the City of San Angelo, has written a plan to expand the missions of Goodfellow, which is a joint intelligence and firefighting training base for the Air Force, Navy, Army, Marines, and Coast Guard. This multi-year effort would be the extension of the established intelligence training to multiple international partners.

The Air Force Security Assistance Training Squadron has received two time-sensitive requests from partner nations, and an additional thirty (30) counties have requested to also receive intelligence training at Goodfellow. This project would expand the international training mission at Goodfellow resulting in additional active duty and civilian jobs and positively impact the economy of Tom Green County. Additional missions cannot be added to Goodfellow without additional classroom facilities. This project will utilize grant funds from the Office of the Governor to provide for the complete renovation of two existing minimally used buildings, and the acquisition of technology hardware required for instruction.

EXHIBIT C

UNIFORM STATE GRANT ASSURANCES

The Grantee must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, the Uniform Grant Management Standards (UGMS), and Title 1, Part 1, Chapter 4 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a Grantee, the more restrictive requirement applies. ***By accepting the grant award, the Grantee certifies and assures that it complies and will continue to comply with the following:***

1. Grantee possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. A grantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
3. A grantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
4. A grantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
5. A grantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
6. No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
7. A grantee that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
8. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local grantees shall maintain an appropriate contract administration system to insure that all terms, conditions. and specifications are met.
9. A grantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
10. Grantees will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive

Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Grantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction subagreements.
12. Grantees will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
13. Grantees will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
14. Grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
15. Grantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).
16. Grantees will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
17. Grantees will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
18. Grantees will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
19. Grantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
20. Grantees will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
21. Grantees will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
22. Grantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
23. Grantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
24. Grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

25. Grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.
26. The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

EXHIBIT D

QUARTERLY PROJECT STATUS REPORT
[PROJECT NAME]
TMPC [PROJECT NUMBER]

Expenditures for Quarter Ending (DATE)

Expenditures	Description

Percentage of Project Completed:

Summary of Expenditures to Date:

Quarter Ending	Expenditures

Brief Narrative Explaining Expenditures:

Project Status:

Grantee's Duly Authorized Representative: _____ Date: _____

EXHIBIT E

PROJECT COMPLETION REPORT
[PROJECT NAME]
TMPC [PROJECT NUMBER]

Locality:
DEAAG Grant Number:
Percent Completed:

The **GRANTEE** has successfully completed, and in a satisfactory manner, the **PROJECT**. The purpose of the grant was to **GRANT PURPOSE**.

The total cost for the project is as follows:

- Project Total $
- **Total** **$**

The following is a brief project scope summary:

This is to certify that an inspection of 100% of the completed project described below was conducted on the ___ day of _____, 20__.

Contracts were entered into for **PROJECT** between the **GRANTEE** and the following subcontractors: **[SUBCONTRACTORS.]**

This is to further certify that any and all Equipment included as part of the grant budget has been purchased with the specified grant purpose, timeline, budget, and all addenda, change orders, and supplemental agreements thereto.

NAME OF GRANTEE:

_____
Signature of Grantee's Duly Authorized Representative

_____
Print Name

_____
Title

_____Date

Exhibit F

DEAAG PROJECT IMPACT REPORT

Project Name:
DEAAG Grant Number:

Grantee Name:

Address:

Telephone: Fax:

Contact Person: Email:

Time Period Covered by Report: _____ to _____

Project Performance Measures:

- Create, retain, or train _____ Jobs by the completion of the project
- Project Description:
- Project Address:

Jobs Created

Time Period	Active Full Time Jobs Created, Retained or Students Trained
EX. 01/12 – 03/12	
Total	

Breakdown of Jobs Created

Job Type	Jobs Created or Retained This Reporting Period	Total Jobs Created to Date
Direct Permanent Jobs		
Indirect Permanent Jobs		
Individuals Trained		
Total		

Businesses assisted or created this period: _____
Businesses assisted or created to date: _____

Project Financial Impact

- Narrative summary of Impact:
- Update on current Project Status (include curriculum updates):

THE SIGNATURE BELOW CERTIFIES THAT THE INFORMATION SUBMITTED IN THIS REPORT IS TRUE AND CORRECT TO THE BEST KNOWLEDGE OF THE GRANTEE.

FOR THE GRANTEE:

_____
Signature

_____
Print Name

_____
Title

_____
Date