

GRANT AGREEMENT
Rural Ambulance Service Grant Program
Award # IA-0000002928

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("CPA") and Atascosa County ("Grantee"), located at 1 Courthouse Circle Dr, Jourdanton, Texas, 78026. For purposes of this Agreement, CPA and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

I. Background

The 89th Texas Legislature (Regular Session) passed House Bill 3000, which establishes a grant program to provide financial assistance to qualified ambulance service providers in certain rural counties (the "Program"). House Bill 3000 added Section 130.914 to the Local Government Code, under which CPA has authority to establish and administer the Program and provide financial assistance to qualified applicants.

Grantee timely applied for a grant, and CPA has reviewed and approved Grantee's application. Grantee further warrants that it is eligible to participate in the Program.

The Parties desire to set forth their mutual expectations and obligations for participation in the Program, and in consideration of Grantee's compliance with all requirements of this Agreement, CPA awards this Agreement to Grantee and the Parties do hereby represent, covenant, and agree as follows:

II. Authority

This Agreement is entered into pursuant to the authority granted in Section 130.914 of the Local Government Code, and is funded by state funds appropriated by the state legislature.

III. Grant

In consideration of the various obligations to be undertaken by Grantee, CPA awards Grantee the amount of \$ 350000.00 ("Grant"), to be disbursed to Grantee for the purpose of reimbursing allowable costs for Program implementation, subject to the following:

1. Grant funds may only be used for the state purpose of ensuring adequate ground ambulance services, and may further only be expended on the authorized uses set forth in Part VI of this Agreement (Authorized Uses of Grant Funds);
2. Grantee must fully comply with the requirements of Part V (Requirements Related to Approved Rural Ambulance Service Provider) of this Agreement;
3. Grantee must fully comply with all terms and conditions of this Agreement; the requirements of Section 130.914 of the Local Government Code; the provisions of the Texas Grant Management Standards ("TxGMS"), or their successor, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to this Grant, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter F; and
4. Grantee may not reduce funding provided to its qualified rural ambulance service provider for the fiscal year following Grantee's receipt of Grant funds under this Agreement.

IV. Term

This Agreement is effective on the date signed by CPA ("Effective Date"), after first having been signed by Grantee, and expires five (5) years thereafter, unless terminated earlier in accordance with other provisions of this Agreement.

V. Requirements Related to Approved Rural Ambulance Service Provider

A. **Subagreement Required for Third-Party Rural Ambulance Service Providers.** The requirements of this Part V.A apply if the qualified rural ambulance service provider (as defined by 34 TAC §16.500(13)) designated in Grantee's application for the Grant and approved by CPA is a third party (i.e., if Grantee does not self-perform the ground ambulance services contemplated by this Agreement).

1. **Subagreement Required Prior to Expenditure of Grant Funds.** Prior to expenditure of any Grant funds, Grantee must enter into a written agreement ("Subagreement") with the CPA-approved rural ambulance service provider.
2. **Subagreement Requirements.** The following requirements apply to the Subagreement:
 - a. The Subagreement must require the rural ambulance service provider to provide ground ambulance services on behalf of Grantee and in accordance with the requirements of Section 130.914 of the Local Government Code and 34 TAC, Part I, Chapter 16, Subchapter F.
 - b. The Subagreement must require compliance with and expressly incorporate applicable requirements of this Agreement, including all requirements of Part IX (Equipment; State Interest) of this Agreement.
 - c. The Subagreement must be in effect for at least the remaining period of this Agreement. If applicable, Grantee will submit in its compliance report (see Section VIII.A of this Agreement, Annual Compliance Reports) documentation confirming that a Subagreement scheduled to expire during the term of this Agreement has been extended, renewed, or replaced by an agreement that meets the requirements of this Agreement.
 - d. Notification of an executed Subagreement will be provided to CPA. Grantee will provide the executed Subagreement to CPA upon request.
3. **Termination or Expiration of Subagreement.** Grantee must notify CPA in writing of the termination or expiration of any Subagreement that occurs during the term of this Agreement. Upon any such expiration or termination of a Subagreement, Grantee may not expend any Grant funds without CPA's subsequent written approval.

B. **Substitution of Approved Rural Ambulance Service Provider.** Grantee may not substitute or replace the CPA-approved rural ambulance service provider under this Agreement without CPA's written preapproval. If CPA provides any such written preapproval of a substitute rural ambulance service provider, Grantee must, prior to Grantee's expenditure of Grant funds or the substitute rural ambulance service provider's use of any grant-funded equipment, comply with all requirements of this Part V.

VI. Authorized Uses of Grant Funds

The Grant may only be used to purchase:

1. additional ambulances (as defined by 34 TAC §16.500(2)), including necessary accessories (as defined by 34 TAC §16.500(1)) and modifications;
2. necessary accessories (as defined by 34 TAC §16.500(1)) and modifications to refurbish ambulances that the Grantee or its qualified rural ambulance service provider currently possesses; and

3. necessary registration fees.

VII. Payment

- A. **Advance Payment.** CPA will disburse the Grant funds as soon as practicable following the Effective Date. By making advance payment, CPA does not waive any requirements for the reimbursement of costs. Upon CPA's request, Grantee will submit records in support of reimbursement requests.
- B. **Eligibility for Cost Reimbursement.** CPA will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.
- C. **Pre-award Costs.** Grantee may only use funds to cover costs incurred after the Effective Date, unless otherwise specifically approved in writing. All costs incurred by Grantee before the Effective Date are incurred voluntarily, at Grantee's own credit and expense.
- D. **Expenditure of Grant Funds and Return of Unspent Funds.** Grantee must expend Grant funds during the term of this Agreement, and Grantee agrees to return to CPA any unspent Grant funds upon termination or expiration of the Agreement. Grantee will return any such funds in accordance with CPA instructions.
- E. **Program Income.** Subject to the provisions of Section VII.F of this Agreement, "Program Income" has the meaning set forth in TxGMS, and includes, but is not limited to, income from the use or rental of personal property acquired or improved with Grant funds. Program Income generated under or resulting from this Agreement may only be used for Program purposes and on allowable costs under this Agreement. Upon termination or expiration of the Agreement, Grantee must return any unexpended Program Income to CPA. Grantee will report generation and use of Program Income to CPA in the compliance reports required under Section VIII.A of the Agreement.
- F. **Deposit of Funds.** Whenever possible, Grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on Grant funds is not considered Program Income, and Grantee must use any accrued interest for Program purposes only and on allowable costs under this Agreement.

VIII. Reporting and Compliance

- A. **Annual Compliance Reports.** Grantee must submit a compliance report no later than 60 days following each anniversary of the Effective Date of this Agreement, and, if applicable, the early termination of the Agreement. Grantee must use CPA's electronic form to submit compliance reports. In all compliance reports, Grantee must certify compliance with the Agreement, detail expenditures of Grant funds, submit evidence of continued ground ambulance services, and provide any other information required by CPA. CPA may require supporting documentation regarding expenditures and any other information required to substantiate that Grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of applicable law, this Agreement, and 34 Texas Administrative Code, Chapter 16, Subchapter F. Grantee must submit any information requested by CPA within fourteen (14) calendar days of the request.

B. **Remedies for Noncompliance.** If CPA finds that Grantee has failed to comply with the terms and conditions of this Agreement or any other requirement described in Part III of the Agreement, CPA may:

1. require Grantee to cure the failure to comply to the satisfaction of CPA;
2. require Grantee to return some or all of the Grant;
3. withhold funds from the Grant or future grants awarded to Grantee until the deficiency is corrected;
4. disallow all or part of the noncompliant cost;
5. terminate the Agreement in whole or in part;
6. bar Grantee from future consideration for grants under 34 Texas Administrative Code, Chapter 16, Subchapter F; or
7. exercise any other legal remedies available to CPA under this Agreement, at law, in equity, or otherwise.

IX. Equipment; State Interest

A. **State Interest in Equipment Acquired under Agreement; State Interest Period.** For purposes of this Agreement, "equipment" has the same meaning and definition set out in TxGMS. There is a State Interest in all equipment acquired or improved under this Agreement, and the State Interest Period is the period during which Grantee (or any subrecipient, as applicable) will hold in trust for the beneficiaries of the Grant all equipment acquired or improved under this Agreement. The State Interest in all equipment acquired or improved under this Agreement will start upon acquisition or improvement thereof, and continue for a period of ten (10) years thereafter.

B. **Property Trust Relationship.** Pursuant to the requirements of TxGMS and in recognition that this Agreement is executed for the benefit of the public being served by the Grant, for the duration of the State Interest Period, Grantee (and any subrecipient) must hold Grant-funded equipment in trust for the beneficiaries of the Grant.

C. **General Requirements for Equipment.** Title to equipment acquired or improved with Grant funds ("Project Property") vests in Grantee (unless CPA approves otherwise in writing), subject to the following conditions:

1. Grantee and any subrecipient must use and manage Project Property in accordance with applicable law and TxGMS;
2. Grantee and any subrecipient must use Project Property for Program purposes, and may not use Project Property for any other activities unless CPA approves otherwise in writing;
3. For the duration of the State Interest Period, Grantee and any subrecipient must use Project Property for the exclusive benefit of the public served by the Grantee, unless CPA approves otherwise in writing;
4. For the duration of the State Interest Period, Grantee and any subrecipient (as applicable) must comply with the insurance coverage requirements of applicable law, this Agreement, and TxGMS;
5. Project Property may not be encumbered with the prior written approval of CPA; and
6. Grantee (on its own or any subrecipient's behalf) must obtain written disposition instructions from CPA when Project Property is no longer needed for the Program, or when the Grant expires or terminates, unless the per unit fair market value of the Project Property is less than \$10,000.

- D. **Procurement of Equipment.** Procurement of equipment with Grant funds must comply with requirements of applicable law and TxGMS, including, if applicable, competitive selection requirements and the General Procurement Standards.
- E. **Noncompliance and Survival.** If Grantee fails to comply with the requirements of TxGMS or this Part IX (Equipment; State Interest), Grantee must request disposition instructions from CPA pursuant to TxGMS. This Part IX (Equipment; State Interest) shall survive the termination or expiration of this Agreement.

X. Records, Access, and Audits

- A. **Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor (or any successor agency), under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Grantee will ensure that this clause concerning the authority to audit funds accepted under this Agreement and the requirement to cooperate is included in any subcontract it awards. CPA further reserves the right to monitor Grantee's compliance with the requirements of this Agreement.
- B. **Records Retention.** Grantee will maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. CPA reserves the right to direct Grantee to retain documents for a longer period of time or transfer certain records to CPA custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.
- C. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under TxGMS. If Grantee expends more than \$1,000,000 in state grant awards, including this Agreement, during its fiscal year, Grantee must complete an annual independent financial audit or program-specific audit in accordance with TxGMS. All audits must be conducted in accordance with generally accepted government auditing standards (GAGAS). Grantee's audit reporting package must be provided to CPA as specified in TxGMS. Grantee agrees that in the event of any audit findings related to state awards provided by CPA, Grantee will inform CPA within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon CPA's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

XI. Indemnification and Release of Liability

- A. **INDEMNIFICATION.** TO THE EXTENT ALLOWED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND CPA, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT, INCLUDING ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND CPA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR CPA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CPA OR ITS EMPLOYEES. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.
- B. **NO INDEMNIFICATION BY CPA.** THE PARTIES AGREE THAT CPA WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.
- C. **LIABILITY.** GRANTEE RELEASES CPA AND THE STATE OF TEXAS FROM, AND AGREES THAT CPA AND THE STATE OF TEXAS SHALL NOT HAVE, ANY LIABILITY FOR ANY AND ALL SUITS, ACTIONS, CLAIMS, DEMANDS, LOSSES, EXPENSES, AND COSTS OF EVERY KIND AND NATURE, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY, OR ASSERTED OR IMPOSED AGAINST CPA AND THE STATE OF TEXAS, AS A RESULT OF OR IN CONNECTION WITH THE AGREEMENT, EXCEPT FOR THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CPA. THIS SECTION SHALL SURVIVE THE TERM OF THIS AGREEMENT.

XII. General

- A. **Insurance.** Unless prohibited by law, Grantee will require its contractors and subrecipients to obtain and maintain for the term of this Agreement adequate insurance coverage sufficient to protect Grantee and CPA from all claims and liability for injury to persons and for damage to property arising from the Agreement.
- B. **Texas Public Information Act.** Grantee understands that CPA will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State of Texas pursuant to the Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- C. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of CPA in violation of Article III, Section 49a of the Texas Constitution. All obligations of CPA under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to CPA if such funds are not appropriated or become unavailable. Grantee will ensure that this clause is included in all subawards and subcontracts.
- D. **No Conflicts of Interest.** Grantee represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Local Government Code.
- E. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency or political subdivision of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- F. **Compliance with Laws, Rules, and Requirements.** Grantee represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable laws, rules, and regulations, and all terms and conditions established by CPA and the State of Texas with respect to the use of Grant funds.
- G. **Grantee's Responsibility for Subcontractors.** All acts and omissions of subcontractors, suppliers, and other persons and organizations performing any work under a direct or indirect contract with Grantee shall be considered the acts and omissions of Grantee. Grantee represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- H. **Grantee's Responsibility for Subrecipients.** Grantee represents and warrants that it will monitor the activities of any subgrantee as necessary to ensure that subawards are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

- I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. Upon timely notice by the non-performing Party, the existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. The non-performing Party must provide evidence of any failure resulting in impossibility to perform upon request.
- J. **Governing Law and Venue.** This Agreement is governed by and construed under and 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 other identified in a statute that directly names or otherwise identifies its applicability to CPA.
- K. **Dispute Resolution.** 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.
- L. **Termination for Convenience.** CPA may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Grantee. CPA's termination for convenience under this section may be for any reason or no reason at all.
- M. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.
- N. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.
- O. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.
- P. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- Q. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement

XIII. Uniform Assurances

Grantee certifies its compliance with and acknowledges the following uniform assurances, as applicable to this Agreement, and all other provisions of Appendix 6 (Uniform Assurances by Local Governments) of TxGMS that are applicable to this Agreement. Other assurances from TxGMS may be included elsewhere in this Agreement.

- A. **Child Support Obligation.** Grantee represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subgrantees and subcontractors to certify accordingly: "Under Section 231.006 of the 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.”

- B. **Cybersecurity Training Program (Local Government System).** Grantee 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.
- C. **Cybersecurity Training Program (State Contractor).** If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to CPA pursuant to and in accordance with Section 2054.5192 of the Texas Government Code.
- D. **Debarment and Suspension.** Grantee 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 CPA and the System for Award Management (SAM) maintained by the General Services Administration.
- E. **Debts and Delinquencies.** Grantee agrees that any payments due under the grant shall be applied towards any debt or delinquency that is owed to the State of Texas.
- F. **Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations.** Grantee 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.
- G. **Excluded Parties.** Grantee 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.
- H. **Executive Head of a State Agency.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Grantee certifies that it is not (1) the executive head of CPA, (2) a person who at any time during the four years before the date of the Agreement or grant was the executive head of CPA, or (3) a person who employs a current or former executive head of CPA.
- I. **Firearm Suppressor Policy.** Grantee certifies that it has not received a final judicial determination finding it adopted a rule, order, ordinance, or policy under which it enforces, or allows the enforcement of, a federal statute, order, rule, or regulation that purports to regulate a firearm suppressor in violation of Section 2.102(a) of the Texas Government Code in an action brought by the Attorney General under Section 2.104 of the Texas Government Code. If Grantee is currently being sued under Section 2.104 of the Texas Government Code or is sued under this section at any point during the duration of this grant, Grantee agrees to immediately disclose the lawsuit and its posture to CPA.
- J. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.

- K. **Legal Authority.** Grantee represents that it 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 Grantee's governing body, authorizing the filing of Grantee's application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Grantee's application and to provide such additional information as may be required.
- L. **Limitations on Grants to Units of Local Government.** Grantee acknowledges and agrees that appropriated funds may not be expended in the form of a grant to a unit of local government unless the terms of the grant require that the funds received under the grant will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.
- M. **Lobbying Expenditure Restriction.** Grantee represents and warrants that payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.
- N. **Open Meetings.** If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- O. **Political Polling Prohibition.** Grantee represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- P. **Public Camping Ban.** Grantee certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Section 364.003 of the Local Government Code. If Grantee is currently being sued under the provisions of Section 364.003 of the Local Government Code, or is sued under this Section at any point during the duration of this Grant, Grantee must immediately disclose the lawsuit and its current posture to CPA.
- Q. **Reporting Compliance.** Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Agreement and maintain appropriate backup documentation to support the reports.
- R. **Reporting Suspected Fraud and Unlawful Conduct.** Grantee 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 State Auditor's Office.

XIV. Notices; Liaison

- A. Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party must be in writing and must be addressed to the receiving party at the address specified below. The notice will be deemed to have been given immediately if delivered in person to the recipient's address specified below. It will be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of CPA for all purposes under this Agreement and for all notices hereunder will be:

Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder will be:

Grantee:

Atascosa County
1 Courthouse Circle Dr , Jourdanton , Texas 78026

Contact Person:

weldon cude
County Judge
1 Courthouse Circle Dr , Jourdanton , Texas 78026
countyjudge@co.atascosa.tx.us
8307693093

- B. Unless notice is specifically required under the Agreement, the parties may, in lieu of tendering notice by mail as set out above, communicate any information or transmit documents by email to the addresses listed above.

XV. Signatories

The Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

Grantee

By: _____
Lisa Craven
Deputy Comptroller

By: _____
weldon cude
County Judge

Date: _____

Date: _____

Certificate Of Completion

Envelope Id: 4D90BC1F-2814-85FA-82F5-1C1A425D6C53

Status: Sent

Subject: Rural Ambulance Service Grant Agreement

Source Envelope:

Document Pages: 11

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 0

Heather Hampton

AutoNav: Enabled

Heather.Hampton@cpa.texas.gov

Envelopeld Stamping: Enabled

IP Address: 18.254.32.123

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Heather Hampton

Location: DocuSign

5/14/2026 1:39:14 PM

Heather.Hampton@cpa.texas.gov

Security Appliance Status: Connected

Pool: FedRamp

Signer Events

Signature

Timestamp

Weldon Cude

Sent: 5/14/2026 1:41:13 PM

countyjudge@co.atascosa.tx.us

Viewed: 5/14/2026 1:45:27 PM

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/14/2026 1:45:26 PM

ID: 14cb5e86-cdea-4973-93e7-1fdbb717983

Lisa Craven

lisa.craven@cpa.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 2/26/2024 10:14:36 AM

ID: d0daaa94-1252-47fe-afac-dfed056dfa5a

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

5/14/2026 1:41:13 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Salesforce-PROD (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Salesforce-PROD:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kaite.guerrero@cpa.texas.gov

To advise Salesforce-PROD of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kaite.guerrero@cpa.texas.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Salesforce-PROD

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Salesforce-PROD

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kaite.guerrero@cpa.texas.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Salesforce-PROD as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Salesforce-PROD during the course of your relationship with Salesforce-PROD.