



**CORPUS
CHRISTI
PARKS &
RECREATION**

Senior Community
Services

January 18, 2013

Application # HDM-13-1100
Texas Department of Agriculture
Texans Feeding Texans Program
Ms. Mindy Fryer, Grants Specialist
1700 N. Congress Avenue
Austin, Texas 78701

Dear Ms. Fryer:

Enclosed is the signed Grant Agreement and Attachments for the Texans Feeding Texans Grant FY-13.

Please advise if you need additional information.

Sincerely,

Elsa Muñoz, Superintendent
Senior Community Services
Parks and Recreation Department
City of Corpus Christi
1201 Leopard
Corpus Christi, Texas 78401
361-826-3145 Office
361-826-3151 Fax
ElsaM@cctexas.com

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER

Date: January 4, 2013
To: 2013 Home Delivered Meal Provider
From: Karen Reichel, Grants Coordinator *KR*
Re: Texans Feeding Texans: Home-Delivered Meal Grant Program Agreement

The Texas Department of Agriculture (TDA) is pleased to inform you that your 2013 application to the Texans Feeding Texans: Home-Delivered Meal Grant Program has been approved. Acceptance of this grant is conditional upon the completion and return of the enclosed Grant Agreement ("Agreement").

Carefully review the Agreement to determine whether your agency can meet the conditions. The Agreement includes a budget form that must also be completed and returned. The budget should indicate how the organization intends to expend the 2013 grant funds. While we urge you to represent your budget as accurately as possible, there are mechanisms described in the agreement, Section IX, 9.5, to revise the budget during the grant year, if necessary. Please note that the grant award will be distributed in two installments; once in February and the remaining funds in August.

Grant funds must be used to directly supplement or extend existing meal services to homebound persons that are elderly and/or have a disability. Grant funds may not be used for the purchase of capital assets, which would include any equipment valued at \$5,000 or more. In order for TDA to monitor the expenditure of grant funds, you will be required to provide Quarterly Grant Spending Reports. It is important to know that the Quarterly Reports will require you to detail how TDA grant funds are spent.

Please sign Agreement and attachments and return ALL DOCUMENTS by close of business, January 22, 2013.

Physical Address:
Ms. Mindy Fryer, Grants Specialist
Texas Department of Agriculture
1700 North Congress Avenue
Austin, Texas 78701

Mailing Address:
Ms. Mindy Fryer, Grants Specialist
Texas Department of Agriculture
P.O. Box 12847
Austin, Texas 78711

A copy of the fully executed Agreement will then be returned to you for your records. If TDA does not receive your signed Agreement by the due date, your initial grant payment will be delayed.

If you have any questions please contact Ms. Mindy Fryer at (512) 463-6908 or by email at Grants@TexasAgriculture.gov.



P.O. Box 12847 Austin, Texas 78711 (512) 463-7476 Fax: (888) 223-8861

www.TexasAgriculture.gov

GRANT AGREEMENT

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

Grantee: City of Corpus Christi, Parks and Recreation Department, Senior
Community Service
1201 Leopard St.
Corpus Christi, Texas, 78401

Grant Program: Texans Feeding Texans: Home-Delivered Meal Grant Program

Grant Award: \$140,220.79

Term of Agreement: February 1, 2013 through January 31, 2014

Grant Number: HDM-13-1100

**Article 1
Recitals**

- 1.1 **WHEREAS**, Grantor has established the Texans Feeding Texans: Home-Delivered Meal Grant Program (“Program”) to distribute grant funds to eligible organizations that provide home-delivered meals to homebound persons who are elderly and/or have a disability; and
- 1.2 **WHEREAS**, Grantee has applied for a grant from the Program and has met all requirements for receiving the Grant.
- 1.3 **NOW, THEREFORE**, in consideration of the mutual promises and consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Article 2
Program Purpose and Grant Defined**

- 2.1 In accordance with Section 12.042 of the Texas Agriculture Code, funds have been appropriated to the Grantor to help defray the costs of providing home-delivered meals that are not fully funded by the Department of Aging and Disability Services or an area agency on aging.
- 2.2 “**Agreement**” means this Grant Agreement and all attachments hereto.
- 2.3 “**Department**” – The Texas Department of Agriculture.
- 2.4 “**Disability**” means a physical, mental or developmental impairment, temporarily or permanently limiting an individual’s capacity to adequately perform one or more essential activities of daily living, which include, but are not limited to, personal and health care, moving around, communicating, and housekeeping.
- 2.5 “**Elderly**” means an individual who is 60 years of age or older.
- 2.6 “**Grant**” means the funds awarded to Grantee by Grantor, subject to the requirements of this Agreement, Texas Administrative Code Title 4, Part 1, Sections 1.950 et seq. and other Program requirements, in the amount of \$140,220.79 to be used in Nueces County.
- 2.7 “**Homebound**” means a person who is unable to leave his or her residence without aid or assistance or whose ability to travel from his or her residence is substantially impaired.
- 2.8 **Grantee:** City of Corpus Christi, Parks and Recreation Department, Senior Community Service, 1201 Leopard St., Corpus Christi, Texas, 78401.
- 2.9 **Grantor:** Texas Department of Agriculture.
- 2.10 **Grant Program:** Texans Feeding Texans: Home-Delivered Meal Grant Program.
- 2.11 **Grant Number:** HDM-13-1100
- 2.12 **Term of Agreement:** February 1, 2013 through January 31, 2014.

Article 3
Grantor and Grantee Obligations

- 3.1 Award by Grantor.** Subject to the provisions of this Agreement and Texas Administrative Code Title 4, Part 1, Sections 1.950 et seq., Grantor hereby awards to Grantee the Grant, which Grantee shall use only to supplement and extend existing services related directly to the delivery of meals to Homebound persons that are Elderly and/or have a Disability.
- 3.2 Payment Schedule.** The Grantor shall make a grant award not later than February 1 to Grantee. Fifty percent (50%) of grant funds awarded shall be allocated and distributed to Grantee on or before February 1. The remaining fifty percent (50%) of such grant award shall be allocated and distributed to Grantee on or before August 1. Notwithstanding any other provision of this subchapter, the Department may deny, revoke, suspend, or withhold a grant award for misuse of grant funds, or failure to comply with any requirement of Texas Administrative Code Title 4, Part 1, Chapter 1, Subchapter O, Sections 1.950 et seq.
- 3.3 Performance by Grantee.** Grantee shall use Grant in accordance with the terms of this Agreement and Texas Administrative Code Title 4, Part 1, Chapter 1, Subchapter O, Sections 1.950 et seq.
- 3.4 Non-expended Grant Funds.** Grantee understands and acknowledges that grant funds that are not expended by Grantee prior to the end of the Term of Agreement, including any authorized extensions, must be returned to the Grantor. Failure to remit unused funds may result in legal action against Grantee, including, without limitation, making Grantee ineligible for future Program funds.
- 3.5 Grantee's Menu and Substitution Procedure.** Grantee shall have all menus and meal substitution procedures approved by a registered dietician or a person with a bachelor's degree (or higher) in food and nutrition, dietetics, or food service management, who is currently employed as a dietitian or dietary consultant in a hospital, nursing facility, school, home-delivered meal organization, or in private practice. Grantee shall maintain documentation of such approval.
- 3.6 Grantee Meal Delivery and Temperature Standards and Procedures.** Grantee shall maintain policies to ensure compliance with meal temperature standards and the Program's four-hour delivery requirement at each meal preparation location. Grantee shall also maintain records demonstrating compliance with Grantee's policies. If Grantee does not comply with meal temperature standards and the four-hour delivery requirement due to exceptional circumstances, the Grantee should seek a written waiver from Grantor as soon as practicable following the occurrence of the exceptional event or circumstances. If Grantee fails to comply with the Program's four-hour delivery requirement, Grantee will be required to implement corrective action, as determined by TDA, prior to applying for future funds.
- 3.7 Failure to Obtain a Food Establishment Permit or Comply with Texas Food Establishment Rules (TFER).** If it is determined that Grantee failed to obtain a required food establishment permit, or that Grantee failed to comply with TFER, Grantor, at its sole discretion, may exercise the remedies set forth in sections 6.1 and 7.1 of this Agreement, including, without limitation, termination of the Agreement and taking legal action to obtain full repayment of the Grant.

Article 4 Reporting Requirements

- 4.1 Budget.** Grantee shall provide a detailed budget for the year, attached hereto as "Attachment A", not to exceed \$140,220.79 for the Term of the Agreement, signed by the Grantee, using the budget categories by which Grantee shall be submitting Quarterly Report information.
- 4.2 Quarterly Report.** Grantee shall provide to Grantor a quarterly report in a format prescribed by Grantor. The report must track the expenditure of Grant funds in sufficient detail to assure compliance with Program rules. Report due dates are as follows:
- **June 1, 2013** for the period February 1, 2013 – April 30, 2013.
 - **September 1, 2013** for the period May 1, 2013 – July 31, 2013.
 - **December 1, 2013** for the period August 1, 2013 – October 31, 2013.
 - **March 1, 2014** for the period November 1, 2013 – January 31, 2014.
- 4.3 Failure to Comply with Reporting Requirements.** Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in the withholding or revocation of a Grant, requirement for Grantee to refund Grant funds disbursed, and/or Grantee's ineligibility for future Program funds.
- 4.4 Notice of Failure to Receive County Grant.** Grantee shall promptly notify the Grantor of any failure to receive or reduction in the amount of the county grant funds required by Texas Administrative Code Title 4, Part 1, Chapter 1, Subchapter O, Section 1.953 as reported by Grantee in its application for funds under this Program. Failure of Grantee to receive, or reduction in the amount of, county grant funds may result in the withholding or revocation of a Grant or require Grantee to refund Grant funds disbursed.
- 4.5 Eligible Meals.** The Grant is based on the number of Eligible Meals served by City of Corpus Christi, Parks and Recreation Department, Senior Community Service. Eligible Meals are calculated by subtracting the meals funded by the Texas Department of Aging and Disabilities and/or Area Agency on Aging, 72,600, from the total number of meals delivered as reported by City of Corpus Christi, Parks and Recreation Department, Senior Community Service in Nueces County between September 1, 2011 and August 31, 2012, 148,186. The Grant is calculated on the remaining number, or 75,586 meals. For purposes of this Grant, any meals that are not Eligible Meals are classified as Ineligible Meals. If an audit or review of the Grant reveals that Grantee has received Grant funds based on Ineligible Meals, Grantee will be required to repay Grantor the amount of the excess Grant funds received, on terms and conditions as may be set by Grantor.

Article 5 Recordkeeping, Access, Inspections, Audits and Investigations

- 5.1 Access to Records.** During the Term of Agreement and for at least three years after termination of the Agreement, Grantee shall allow representatives of Grantor and/or the State Auditor's Office upon request by such, access to and the right to examine the premises, books, accounts, records, files and other papers or property belonging to or in use by Grantee and pertaining to the Agreement. Such records shall be maintained by Grantee at a

location that is readily accessible to Grantor and/or the State Auditor's Office. Further, Grantor and/or the State Auditor's Office have the authority to monitor Grantee's work and make a visual inspection of any assets purchased or constructed with grant funds.

- 5.2 **Authority to Audit and Investigate.** Grantee understands that acceptance of grant funds under the Agreement acts as acceptance of the authority of the State Auditor's Office, its successor agency, and any representative of the Grantor to conduct an audit or investigation in connection with such funds. Grantee further agrees to cooperate fully with the State Auditor's Office, its successor or any representative of the Grantor in the conduct of the audit or investigation, including providing all records requested and providing the State Auditor or any representative of the Grantor with access to any information they consider relevant to the investigation or audit. Grantee shall ensure that the clause concerning the authority to audit funds received indirectly by any subcontractors used by Grantee and their requirement to cooperate is included in any subcontracted awards.
- 5.3 **Disallowance of Grant Funds.** Grantee understands and agrees that Grantee shall be liable to the Grantor for any costs disallowed as a result of any audit, investigation or review.

Article 6 Use of Grant Funds

- 6.1 **Allowable Expenditures.** Allowable expenditures include, but are not limited to, food costs and related preparation and packaging expenses, gasoline, costs for obtaining any required food establishment permit from the applicable governmental entity or permitting authority, costs for obtaining an inspection report from a kitchen food sanitation expert, if applicable, and other operational costs, but shall not be used for the purchase of capital assets. Grant funds shall not be used for expenditures that are not made in compliance with any applicable State purchasing laws and regulations. Grantee shall not, under any circumstances, use grant funds for alcoholic beverages, entertainment or charitable or political contributions. If requested by Grantor, Grantee must be able to produce proof of payment (stamped paid invoices or receipts) of all allowable expenditures.
- 6.2 **Misuse of Grant Funds.** Grantor may require a full or partial refund of the Grant if: (a) Grant funds are misused, (b) Grants funds are used for Ineligible Meals; (c) Grant funds are used in an illegal manner, (d) Grant funds are used for non-allowable expenses, (e) Grantee violates the terms and conditions of this Agreement, or (f) Grantee made any misrepresentations to Grantor in obtaining this Grant. This provision is not exclusive of other grounds for withholding or recouping of funds or any other remedy, civil or criminal, which may be available to Grantor.
- 6.3 **No Duplication of Services.** Grant funds shall not be used to duplicate services provided to Grantee's clients. Grantee shall have a system in place to prevent the duplication of services to Grantee's clients.
- 6.4 **Availability of State Funds.** This Agreement is subject to the availability of state funds. If such funds become unavailable during the Term of Agreement and Grantor is unable to obtain sufficient funds, this Agreement shall be reduced or terminated.
- 6.5 **Grantee in "Good Standing."** Grantee understands that in order to be eligible for payment from Grantor, Grantee shall be in "good standing" with the Texas Comptroller of Public Accounts.

Article 7
Term and Termination of the Agreement

- 7.1 **Term and Termination.** The Agreement may be terminated at any time by mutual consent. In addition, either party may terminate the Agreement, without cause, upon thirty days written notice via registered or certified mail, return receipt requested, to the other party. Early termination of the Agreement shall not relieve Grantee from the reporting requirements contained in Articles 4, 5 and 6 of this Agreement. If one party terminates the Agreement, pursuant to this section, then the effective date of termination is 30 days from the date that the non-terminating party receives the notice of termination.
- 7.2 **No Reimbursement Upon Termination.** In the event of termination of this Agreement, Grantor shall make no further disbursement of Grant funds to Grantee beyond those already approved at the time of termination, and Grantee specifically waives all rights to any such funds.

Article 8
Use and Disposition of Property

- 8.1 **Use of Property.** During the Term of Agreement, any property acquired with Grant funds shall be used in accordance with this Agreement, to accomplish the purposes of the Program.
- 8.2 **Records of Property.** Grantee shall maintain appropriate records of goods or property purchased with Grant funds and shall develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of such goods or property.

Article 9
Agreement Modifications

- 9.1 **Amending Agreement.** Except as provided in paragraph 9.6 below, this Agreement embodies the entire agreement between the parties, and there are no covenants, agreements, representations, warranties or restrictions between the parties other than those specifically set forth herein. Except as provided in paragraph 9.2 below, no modification or amendment to this Agreement is valid unless in writing and signed by the parties.
- 9.2 **Notification of Change in Grantee's Address.** Grantee must notify Grantor in writing within 30 days if Grantee's address changes during the Term of Agreement. Failure to submit required notice may be grounds for termination of this Agreement.
- 9.3 **Grantor Request for Amendment.** Grantor may amend this Agreement by submitting the requested change to Grantee in writing. Continued performance hereunder shall be deemed acceptance of such Amendment by Grantee.
- 9.4 **Grantee Request for Amendment.** Grantee may request an amendment to the Agreement by submitting the requested change, in writing, to Grantor. All requests for an amendment to the Agreement must include a summary of Grantee's home-delivered meal services and a statement explaining the need for the change.

- 9.5 **Budgetary Revisions.** The Grantee may make a one-time budget revision (not affecting the overall budget amount) without prior approval during the program year, so long as the revision does not require an increase or decrease in any budget line item over 10% of the item's approved budget. All other budget revisions require prior written approval. The grantee shall request written approval for a budget change by submitting a statement explaining the need for the change, specifying the amount, and identifying the expenditure categories affected by the change on a form prescribed by the Grantor.
- 9.6 **Approved Changes Become Part of Agreement.** Once approved in accordance with the article, approved changes become a part of the Agreement, superseding all provisions that are inconsistent herein.

Article 10 General Terms and Conditions

- 10.1 **Delegation to Third-Party.** Grantee is not relieved of its duties and obligations imposed by this Agreement through delegation by Grantee to a third-party.
- 10.2 **Agreement Binding.** The Agreement shall be binding on and inure to the benefit of the parties and their officers, administrators, legal representatives, and successors except as otherwise expressly provided herein. Grantee may not assign or transfer this Agreement without the written consent of Grantor. The parties intend to be legally bound and have executed this Agreement as evidenced by their signatures on the date indicated below. This Agreement is not effective unless and until it has been signed by both parties.
- 10.3 **Agreement does not Create Debt.** This Agreement shall not be construed as creating any debt on behalf of the State of Texas, and/or Grantor in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, all obligations of the State of Texas or Grantor hereunder are subject to the availability of appropriations and authorization to pay by the Texas Legislature.
- 10.4 **Delivery Methods.** Unless specifically provided herein, any notice, tender, or delivery to be given hereunder by any party to another party must be affected by personal delivery in writing or by mailing the same by registered or certified mail, return receipt requested. All notices shall be addressed to the parties at the address stated in the Agreement unless a change of address has been given in the manner provided for in this paragraph.
- 10.5 **Authorized Representative.** Each person signing expressly represents that he or she is duly authorized to do so and to bind the party on whose behalf they are signing. All legal documents prepared for Grantee's signature must be executed by an individual with the authority to legally bind Grantee.
- 10.6 **Indemnification.** Grantee shall indemnify and hold harmless Grantor, its agents and employees, from any and all claims, demands, and causes of action arising from or related to Grantee's performance under this Agreement, including reasonable attorneys' fees incurred in defending or settling any such claims to the extent allowed by law.
- 10.7 **Grantee Not Employee of Grantor.** Grantee, its employees, contractors, and/or subcontractors shall not present themselves as or be construed as employees or agents of Grantor. Neither Grantee nor its employees have an employer-employee relationship with Grantor.

- 10.8 Representations and Warranties of Grantee.** Grantee represents and warrants that: it has the full right and authority to enter into the Agreement and to bestow on Grantor the rights and privileges set forth in the Agreement; it has obtained all necessary approvals prior to execution of the Agreement; it is in good standing with the Texas Comptroller of Public Accounts, and in all other jurisdictions in which it is required to be so qualified for performance of the Agreement; and it has paid all necessary fees, and it has obtained all necessary certifications, registrations, approvals and licenses necessary to perform the Agreement.
- 10.9 Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue shall lie in the District Courts of Travis County, Texas.
- 10.10 Headings.** Captions and headings of the sections or paragraphs of the Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of the Agreement, nor shall they be employed to interpret or aid in the construction of the Agreement.
- 10.11 Severability.** If any part of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from the Agreement and the remaining part shall remain in full force and effect, and the parties shall promptly negotiate to replace invalid or unenforceable provisions that are essential parts of the Agreement.
- 10.12 Waiver.** A waiver by Grantor of any provision hereunder shall not operate as a waiver of any other provision, or continuing waiver of the same provision in the future.
- 10.13 Construction of Agreement.** Both parties hereby agree that they participated in the creation of this Agreement, and the terms hereof are a product of the negotiation between the parties. In the event there is a dispute regarding the meaning of any provision of this Agreement, no provision shall be construed in favor of or against any party's position on the grounds that said Party was the drafter of this Agreement.
- 10.14 Exhibits.** The following instruments are incorporated into this Agreement as attachments:
- Attachment A – Grant Budget
 - Attachment B – W-9 Form
- 10.15 Uniform Grant Management Standards (UGMS).** In accordance with Texas Government Code §783.007, this Agreement shall comply in all respects with the Uniform Grant Management Standards (UGMS). In the case of any conflicts between UGMS and this Agreement, the UGMS shall control.

Article 11
Texas Public Information Act Notice

All information provided by Grantee pursuant to the Agreement, including information and material referred to in paragraph 5.1 of the Agreement, is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be subject to disclosure to the public.

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

Accepted and Agreed:

Grantor:

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

Date: _____

Drew DeBerry, Deputy Commissioner

Grantee:

City of Corpus Christi, Parks and Recreation Department, Senior Community Service
1201 Leopard St.
Corpus Christi, Texas 78401

Michael Morris

Authorized Official Signature

Date: 1/18/13

Michael Morris, Director, Park and Recreation Department

Printed Name and Title

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)
City of Corpus Christi - Parks & Recreation Department/Senior Community Services Division

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶ **Municipality**

Address (number, street, and apt. or suite no.)
1201 Leopard Street

City, state, and ZIP code
Corpus Christi, TX 78401

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
			-				-				
Employer identification number											
7	4			-	6	0	0	0	5	7	4

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Michael Morris* Date ▶ *1/18/13*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

- Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ATTACHMENT A

HOME DELIVERED MEAL GRANT BUDGET

Name of grantee: **City of Corpus Christi, Parks and Recreation Department, Senior Community Service** TDA Application No.: **HDM-13-1100**

County in which meals are provided: **Nueces**

Total grant amount: **\$140,220.79**

COMPLETE THE TABLE BELOW. Please estimate, to the best of your ability, how **Texas Feeding Texas: Home Delivered Meal Grant Program** funds will be expended for your organization during the grant period.

<i>Expenditure Category</i>	<i>Estimated Amount</i>
Personnel	\$ 67,713.43
Food/Meals	\$ 67,507.36
Equipment	\$
Building Occupancy	\$
Transportation	\$
Office Supplies and Services	\$
Other: Please specify exactly	\$
a. Home Delivered Meal Software	\$ 5,000.00
b.	\$
c.	\$
d.	\$
Total Grant Amount	\$140,220.79

During the Grant Year, Grantee must demonstrate that TDA grant funds were used to directly supplement or extend existing meal services to homebound persons that are elderly and/or have a disability.

By signing, I certify that the information entered on this form is true and correct to the best of my knowledge.

Signature: Michael Morris

Date: 1/18/13

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