

**SIGNATURE DOCUMENT FOR  
HEALTH AND HUMAN SERVICES COMMISSION GRANT AGREEMENT  
CONTRACT NO. HHS001503400023  
UNDER THE  
WOMEN, INFANTS, AND CHILDREN'S NUTRITION GRANT PROGRAM**

The parties to this agreement ("Grant Agreement" or "Contract") are Health and Human Services Commission "HHSC" ("System Agency"), a pass-through entity, and City of San Marcos ("Grantee"), having its principal office at 630 E. Hopkins Street, San Marcos, TX 78666 (each a "Party" and collectively the "Parties").

**I. PURPOSE**

The purpose of this Grant Agreement is to provide funding for the Women, Infants and Children's Nutrition Program (the "Grant Agreement").

**II. LEGAL AUTHORITY**

This Grant Agreement is entered into pursuant to 42 U.S.C. § 1786, 7 CFR Part 246, and Chapter 32 of the Texas Health & Safety Code.

**III. DURATION**

This Grant Agreement is effective on October 1, 2025 and terminates on September 30, 2030, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. Notwithstanding the limitation in the preceding sentence and with at least 30 calendar days' advance written notice to Grantee, at the end of the initial term or any renewal period, System Agency, at its sole discretion, may extend this Grant Agreement as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State for up to 3 months, in one-month intervals, at the then-current contract rate or rates (if applicable) as modified during the term of the Grant Agreement.

**IV. STATEMENT OF WORK**

The Statement of Work to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as Attachment A.

**V. BUDGET AND INDIRECT COST RATE**

HHSC will issue an annual funding letter ("Notice of Award") to Grantee by July 1 setting the award amount for the corresponding grant fiscal year (October 1 through September 30). HHSC will notify Grantee of any changes to annual funding amounts by issuing a revised Notice of Award.

Grantee acknowledges and understands awards under this Contract are subject to federal funding to HHSC to facilitate the WIC program.

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT A, STATEMENT OF WORK.**

**Indirect Cost Rate:** The Grantee's acknowledged or approved Indirect Cost Rate (ICR) and the [ICR Acknowledgement Letter/ICR Acknowledgement Letter – Ten Percent De Minimis/ICR Agreement Letter] is incorporated into this contract by reference. Grantee must have an approved or acknowledged indirect cost rate in order to recover indirect costs.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will incorporate the new rate, together with the new indirect cost rate letter, into this contract by reference and the budget will be revised accordingly.

## **VI. CONTRACT REPRESENTATIVES**

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

### **System Agency**

Noemi Hernandez, Contract Manager  
Health and Human Services Commission  
4616 West Howard Lane, Suite 275, Mail  
Code 4554  
Austin, TX 78728  
noemi.hernandez2@hhs.texas.gov

### **Grantee**

Stephanie Reyes, City Manager  
City of San Marcos  
630 E. Hopkins  
San Marcos, TX 78666  
citymanagerinfo@sanmarcostx.gov

## **VII. NOTICE REQUIREMENTS**

- A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
- B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission  
Attn: Office of Chief Counsel  
4601 W. Guadalupe, Mail Code 1100  
Austin, Texas 78751

- C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent

by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.

- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

## **VIII. FEDERAL AWARD INFORMATION**

Grantee's Unique Entity Identifier is: **LRPGLNZT4WR3**

Federal funding under this Grant Agreement is a subaward under the following federal award(s):

- A. Assistance Listings Title and Number:
  - Name – Number: Special Supplemental Nutrition Program for Women, Infants & Children (FOOD, ADMIN and PEER) 10-557
  - Name – Number: Supplemental Nutrition Assistance Program 10-561
- B. Federal Award Period: October 1, 2025 to September 30, 2026
- C. Name of Federal Awarding Agency: United States Department of Agriculture (USDA) - Food and Nutrition Service (FNS)
- D. Federal Award Project Description: WIC Local Agency Services
- E. Awarding Official Contact Information: FNS Southwest Regional Office  
Food and Nutrition Service  
1100 Commerce Street Room 522  
Dallas, TX 75242-9980  
(214) 290-9810

## **IX. CONTRACT DOCUMENTS**

The following documents are incorporated by reference and made a part of this Grant Agreement for all purposes. Unless expressly stated otherwise in this Grant Agreement, in the event of conflict, ambiguity or inconsistency between or among any documents, all System Agency documents take precedence over Grantee's documents and the Data Use Agreement takes precedence over all other contract documents.

- **ATTACHMENT A: STATEMENT OF WORK;**
- **ATTACHMENT B: HHS UNIFORM TERMS AND CONDITIONS – GRANT VERSION 3.5 (SEPTEMBER 2024);**
- **ATTACHMENT C: HHS CONTRACT AFFIRMATIONS V. 2.5 (NOVEMBER 2024);**
- **ATTACHMENT D: FEDERAL ASSURANCES;**

- **ATTACHMENT E: CERTIFICATION REGARDING LOBBYING;**
- **ATTACHMENT F: FFATA CERTIFICATION FORM; and**
- **ATTACHMENT G: DATA USE AGREEMENT (OCTOBER 2019).**

#### **X. SIGNATURE AUTHORITY**

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement. Any services or work performed by Grantee before this Grant Agreement is effective or after it ceases to be effective are performed at the sole risk of Grantee.

*SIGNATURE PAGE IMMEDIATELY FOLLOWS.*

**SIGNATURE PAGE FOR SYSTEM AGENCY GRANT AGREEMENT**  
**CONTRACT NO. HHS001503400023**

**SYSTEM AGENCY**

**GRANTEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: Michelle Alletto

Printed Name: Stephanie Reyes

Title: Chief Program and Staff Officer

Title: City Manager

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_