

# THE HENDERSON-WESSENDORFF FOUNDATION

611 Morton Street, Richmond, Texas 77469

281-342-2044 Fax 281-342-1116

## Grant Terms and Conditions

December 13, 2016

Robert Hebert, County Judge  
Fort Bend County  
301 Jackson Street  
Richmond, TX 77469

**Approval Date:** December 1, 2016

**Reference #:** 2016-0065 Collaborative

**Grant Purpose:** to continue the efforts of the FBC Collaborative Information System (FBCCIS) and maintain the salary of the FBCCIS Program Coordinator who is responsible for the day to day activities of the collaborative.

**Amount:** \$12,500  
(an additional \$6,800 previously funded from grant # 2015-0017 is to be used toward the same purpose and time frame as grant # 2016-0065)

**Time Frame:** December 1, 2016 - September 30, 2017

**Requirements:** Executed Grant Terms and Conditions must be on file with the Foundation prior to disbursement of grant funds.

The attached Form 1295 has been executed by the Foundation and notarized as required by the Texas Ethics Commission (TEC). Within 30 days of Grantee's execution of this contract, Grantee is required by TEC to acknowledge receipt of the attached Form 1295 through TEC's online system.

Final report due: October 31, 2017

**Instructions:** All requirements, unless otherwise instructed, should be submitted online at [www.grantinterface.com/hwfoundation/Common/LogOn.aspx](http://www.grantinterface.com/hwfoundation/Common/LogOn.aspx).

Approximately one month before a requirement is due, a reminder will be emailed to the Applicant who completed the online grant application. If the Applicant is no longer with your organization or additional time is needed to complete the requirement, please contact the Grants Officer.

Grantee represents and warrants that: Grantee is an organization described in Section 170(b)(1)(A)(v) of the Internal Revenue Code of 1986 (hereafter all section references are to Internal Code of 1986 or corresponding provisions of subsequent Federal tax laws) and is not a private foundation within the meaning of Section 509(a); the grant will not affect adversely Grantee's status as an organization described in Section 170(b)(1)(A)(v) or as other than a private foundation within the meaning of Section 509(a); and the grant will be used exclusively for public purposes.

Grantee must furnish the Foundation with any information concerning a proposed change in Grantee's status as an organization described in Section 170(b)(1)(A)(v) or as other than a private foundation within the meaning of Section 509(a). If Grantee's status under 170(b)(1)(A)(v) or Section 509(a) changes and the Foundation requests, Grantee agrees to either relinquish or return the unused amount of the grant to the Foundation.

Grantee must notify the Foundation when a change in project or organizational leadership is to be made and when a change to the contact information for the organization, applicant or organization's primary contact is made.

Grantee agrees to use grant funds exclusively for the purpose approved by the Foundation, as stated in this agreement, and in accordance with the original grant request. Any alternative use of grant funds must be authorized in advance, in writing, by the Foundation.

Grantee agrees to keep its financial records so that they adequately show that grant funds were used exclusively for the grant's purpose. Any funds not used for the purpose of the grant are to be returned to the Foundation, unless authorized in writing by the Foundation.

Any violation of the terms and conditions as set forth in this agreement will permit the Foundation to terminate any and all obligations with respect to further distributions, whether to be made as part of this grant or any other approved grant from the Foundation regardless of whether such distributions have been previously promised or pledged.

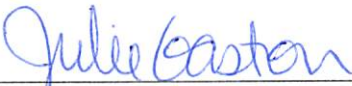
Grantee may release information regarding receipt of the grant without prior approval of the Foundation provided the Foundation is represented as 'anonymous' or a 'local foundation' (unless prior approval is obtained to use the Foundation's name). Once the Foundation determines that all applicable terms and conditions of the grant have been met, including report requirements, the grant file will be closed and Grantee will be notified of such. Upon notification Grantee may begin using the name of the Foundation, spelled as "The Henderson-Wessendorff Foundation", when releasing information regarding receipt of the grant. Copies of such news releases or other written materials including grant information should be furnished to the Foundation.

To document the progress of the grant, the Foundation may schedule one or more phone interviews or site visits prior to the end of the grant period.

Since the focus of the Foundation may change and new community needs may evolve, this grant should not be taken as a precedent for continued funding or subsequent grants for Grantee and this grant shall not be construed, interpreted or held to be any type of commitment to provide funding in the future to the Grantee.

The Foundation desires that all resources of Grantee be dedicated to the accomplishment of its philanthropic purposes; therefore, Grantee agrees not to recognize this grant, the Foundation, its Board members or staff with certificates, plaques, naming rights or similar mementos unless special arrangements are made in advance with the Foundation.

For questions, contact the Grants Officer at [jgaston@hw-foundation.com](mailto:jgaston@hw-foundation.com) or 281-342-2044.

  
\_\_\_\_\_  
Julie Gaston, Grants Officer  
The Henderson-Wessendorff Foundation

A duly authorized officer of Grantee shall make acknowledgment of Grantee's agreement to the terms and conditions set forth in this grant contract by signature as provided below.

Approved by: \_\_\_\_\_  
Signature, County Judge  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Date

Reviewed by: \_\_\_\_\_  
Signature, Director of Social Services  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-145931

Date Filed:  
12/13/2016

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
The Henderson-Wessendorff Foundation  
Richmond, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
G645-FBCCIS  
The Henderson-Wessendorff Foundation - 2017

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Bleil, Barbara	Richmond, TX United States	X	
	Moore, Jack H.	Richmond, TX United States	X	
	Robertson, Will	Houston, TX United States	X	
	McDonald, Charles 'Pat'	Richmond, TX United States	X	
	Ward, Lane	Richmond, TX United States	X	
	Deleery, Seth	Austin, TX United States	X	
	Robinson, Joe D.	Austin, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Julie Gaston  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Julie Gaston, this the 13 day of December, 2016, to certify which, witness my hand and seal of office.

Socorro Cruz  
Signature of officer administering oath

Socorro Cruz  
Printed name of officer administering oath



