

THE HENDERSON-WESSENDORFF FOUNDATION

611 Morton Street, Richmond, Texas 77469
281-342-2044 Fax 281-342-1116

Grant Terms and Conditions

11/06/2018

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

Approval Date: 11/01/2018

Reference #: 2018-0064 King-Kennedy Park

Grant Purpose: for infrastructure improvements at King-Kennedy Memorial Park located in Kendleton, Texas, specifically for roofing, fencing, signage, benches, and abatement

Amount: \$62,000

Time Frame: November 1, 2018 to May 31, 2019

Special Conditions: The attached Form 1295 has been executed by the Foundation 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.

Requirements: Executed Grant Terms and Conditions due by November 20, 2018 must be on file with the Foundation prior to disbursement of grant funds.

Final Report due by June 30, 2019

Instructions: All requirements, unless otherwise instructed, should be submitted online at 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'. Grantee will not use the Foundation's name without prior written approval of 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 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.

Signature, County Judge

Printed Name

Date