



Special Project Fund Agreement Cover Page

Fund Name Burnet County 2018 Flood Victims Relief Fund

Fund Contact Donna Klaeger

Contact Address 1016 Broadway, Marble Falls, Texas 78654

Contact Phone 830-798-4185

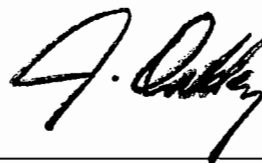
Contact Email dlkaeger@gmail.com

The following items are attached to and made a part of this Agreement:

- **Special Project Fund Agreement**
- **Initial Donation Information**
- **Scope of Services**
- **Donor-Initiated Fundraising Acknowledgement**
- **Project Description**

Welcome to the Austin Community Foundation and our community of givers. We look forward to making your giving easy, flexible and effective!

By: _____
Mike Nellis, CEO

By:  _____
James Oakley, Burnet County Judge

Special Project Fund Agreement

On October 24, 2018 Austin Community Foundation (Foundation) agreed that financial support of the project described in the attached Project Description will further the Foundation's tax-exempt purposes. Therefore, the Foundation has created a restricted fund, the Burnet County Flood Victim Relief Fund (the Fund), designated for such project, and has decided to grant all amounts deposited to that fund, less any administrative charge as set forth below, to support the efforts of the Fund subject to the following terms and conditions:

2. The Project shall use the funds solely for the project described in the accompanying description. The Project shall repay to the Foundation any portion of the amount granted which is not used for that project. Any changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation. If the Project breaches this Agreement, or if the Project's conduct of the project jeopardizes the Foundation's legal or tax status, the Foundation may withhold, withdraw, or demand immediate return of grant funds. Any tangible or intangible property, including copyrights, obtained or created by the Project as part of this effort shall remain the property of the Project.

3. The Project may solicit gifts, contributions and grants to the Foundation, earmarked for the Foundation's restricted fund for this project. The Project's choice of funding sources to be approached are subject to the Foundation's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support this project via the Foundation's restricted fund shall be executed by the Foundation. The cost of any reports or other compliance measures required by such funding sources shall be borne by The Project.

4. The Foundation will assess administrative fees against this Fund in accordance with the Foundation's published fee schedule and attached Scope of Services. The Foundation may also assess the fund to cover any unusual expenses incurred in connection with the administration of the Fund. Notification will be given to the Project before these fees are assessed. Annually ("within 30 days of the anniversary date of this Agreement), ACF and The Project will review the scope of services described and related activities actually provided during the previous year under this Scope of Services Addendum. As a result of such review, ACF in its reasonable discretion may propose and assess an adjustment to the administrative charges described above for succeeding periods of this Agreement; such adjustment to take effect thirty (30) days after proposed by ACF unless The Project objects to such adjustment or terminates this Agreement.

5. Nothing in this Agreement shall constitute the naming of The Project as an agent or legal representative of the Foundation for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and The Project shall make no such representation to anyone.

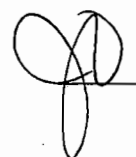
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6. The Project shall submit a full and complete report to the Foundation as of the end of the Project completion or when the funds have been fully distributed. The report shall describe the charitable programs conducted by the Project with the aid of this funding and the expenditures made with grant funds, and shall report on the Project's compliance with the terms of this grant.
7. This grant is not to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Foundation and the Project.
8. The Project shall not use any portion of the funds granted to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3).
9. The Project shall notify the Foundation immediately of any change in (a) The Project's legal or tax status, and (b) The Project's executive or key staff responsible for achieving the grant purposes.
10. The Fund created to support this the Project is a component fund of the Foundation and its assets are assets of the Foundation. The Fund is subject to the Foundation's governing instruments including the Foundation's power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified charitable purposes or to specified organizations if in the sole judgment of the governing body (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served.
11. The Project shall allow the Foundation to include information about this grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of financial support provided to the Project, any photographs provided to the Foundation, any logo or trademark belonging to the Project, and other information and materials about the Project.
13. The Project hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Foundation, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of The Project, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or the Project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees or agents.

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14. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be performed entirely within such State.

15. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

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Donation Details

Donor: Highland Lakes Hill Country LTC

Contact Address: 1016 Broadway, Marble Falls, Texas 78654

Contact Phone: 830-798-4185

Contact email: dklaeger@gmail.com

Indicate the amount and payment method of the initial contribution. Additional gifts may be made at any time. If making a contribution of multiple securities or assets, please attach pages as needed.

Amount (or an estimate) of initial contribution: \$4903.02

- ☒ Check or wire transfer:
- ☐ Marketable securities:
- ☐ Mutual fund shares: shares of
- ☐ Closely held stock, partnership, LLC interest described as follows:
- ☐ IRA/retirement plan/life insurance (attach copy of your beneficiary designation form)
- ☐ Bequest or other deferred gift
- ☐ Other (Please contact Austin Community Foundation about any gift of real estate)

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Donor-Initiated Fundraising Policy Acknowledgement

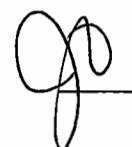
Thank you for expressing your confidence in the Austin Community Foundation by establishing a fund with us. The foundation is pleased to work with you in helping to develop your fund. Unfortunately, the foundation does not have the staff to operate public fundraising events for its component funds.

In establishing a fund at the foundation, there may be times when you would like to organize a fundraiser to raise dollars for the fund. Most often the foundation receives the net income from a fundraiser and does not acknowledge the individual contributors. However, there may be times when individual contributors to a fundraiser would want to receive a charitable deduction. The foundation has developed this policy statement to help guide those planning fundraising events and solicitations (fundraising groups).

When fundraising groups conduct fundraising activities and solicitations on behalf of the foundation's component funds, you must keep in mind that for tax purposes such fundraising is being done on the foundation's behalf. This raises a number of significant tax and accounting issues. For example, activities must be conducted under the foundation's observation and fiscal guidance to ensure that donors to the fund are entitled to the appropriate tax deductions, to protect the fundraising groups from unintended tax consequences to themselves, and to determine that the foundation is not exposed to penalties for failing to make required solicitation disclosures.

The requirements that follow are designed to protect donors and groups raising funds for a component fund at the foundation. We appreciate your cooperation in fulfilling these requirements.

All public fundraising events require advance approval from the foundation. 90 days before undertaking any such event, the fundraising group must inform ACF of specific activity.

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Scope of Services

Burnet County 2018 Flood Victims Relief Fund

As part of the Special Project Fund Agreement ACF will provide the following services:

Special Project Fund Services:

- Accepting and receipting charitable donations (not including donations with a fair value exchange of goods and services or donor benefit)
- Processing accounts payable (not including payments to individuals)
- Process grant distributions to 501c3 organizations who are serving the needs of the project.
- Online account access
- Secure online donation form to share on your website, email and social media and donation listing on ACF website
- Account statement production and review by request
- Year end 1099 processing
- No additional tax forms or audits required on your activity at ACF
- Ability to accept complex gifts – appreciated stock, privately-held stock, business interests, real estate and other assets

Fees will be assessed as follows:

~~• \$100.00 setup fee assessed upon initial deposit – waived~~

- 5% of deposits assessed monthly

(ACF may also assess the Fund for any unusual expenses incurred in connection with the administration of Fund assets.)

- Additional fee assessed weekly to gifts made with credit cards (2.7% of total gift + .30 per transaction).

Terms of this Scope of Services will be reviewed 12 months from date of initial gift.

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Project Description

The Burnet County Flood Victim Relief Fund was established to support the victims of the October 2018 flooding that devastated the area leaving families in the county with undue hardship.

The funds will be distributed to victims who meet the following requirements:

- Require a FEMA number, proof of residency, Utility bill and/or Driver's License with address in the flooded area
- Applicant can apply for specific household or essential items up to \$500 which can be paid directly to vendors of identified items.
- Applicants can apply for projects in larger quantities, to be approved as funding is available by the entire committee.

The Project Committee Includes:

Name	Email	Phone	Role
Kevin Naumann	kevin.5674@gmail.com	512-613-5919	LTDR-CO-CHAIR
DONNA KLAEGER	DKLAEGER@GMAIL.COM	512-798-4185	LTDR-CO-CHAIR
MIDGE DOCKERY	MDOCKERY@MARBLE FALLSECONOMY.COM	512-755-4555	KEY CASH DONATIONS COORD
KAREN HARDIN	KHARDIN@BURNETCOUNTYTEXAS.ORG	512-627-0536	DONATIONS ACCT COORD

ACF's Point of Contact for Distributions, transactions and processes will be:

Name	Email	Phone	Role

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