

# THE MOODY FOUNDATION

2802 POSTOFFICE STREET, SUITE 704 GALVESTON, TEXAS 77550-1994

## GRANT CONTRACT: TERMS AND PROVISIONS

This Grant Contract (the "Agreement") entered into by and between The Moody Foundation, acting by and through its duly authorized Trustees, hereinafter referred to as the "Foundation" and Hidalgo County, hereinafter referred to as "Grantee."

### GRANTEE:

Hidalgo County  
100 E. Cano, Second Floor  
Edinburg, TX 78539

In reply refer to: GRANT NUMBER 2020-172

DATE APPROVED 7-24-2020

AMOUNT \$250,000

PERIOD One Year

### PURPOSE:

Assistance for first responders, front-line workers, and PPE (Personal Protective Equipment) in response to the COVID-19 crisis.

### SPECIFIC CONDITIONS:

1. Grant will be paid in one (1) installment upon execution of this contract.
5. Grantee also agrees to comply with the general conditions on the following pages.

## GENERAL CONDITIONS:

1. Report to the Foundation

A short written report must be furnished to the Foundation promptly following the expenditure of the funds, but in no event later than July 24, 2021. The report must refer to the Moody Foundation grant number and amount of grant and must include a description of how the grant funds were used, along with a financial summary of that information.

2. Use of Grant Funds

All grants made by The Moody Foundation must be in compliance with the requirements pertaining to organizations that are exempt from federal income taxes and described in section 501(c)(3) of the Internal Revenue Code.

- a. All funds awarded by the Foundation under this Agreement must be used by the Grantee in compliance with the restrictions set forth in Sections 4941 through 4945 of the Internal Revenue Code so that no excise tax is imposed under any such section.
- b. All funds awarded by the Foundation under this Agreement must be used for the purpose on the first page of this Grant Contract.
- c. All grant funds awarded by the Foundation will be returned to the Foundation if:
  - (1) The grantee loses its United States Internal Revenue Service tax-exempt status.
  - (2) If the funds are not expended or committed for the purposes of the grant within the stated period of time.

3. Public Announcements

The Foundation may, at the Trustees' discretion, release information regarding this grant to the press and news media. Should you wish to release additional information after accepting this grant, you may do so without prior clearance. However, the Foundation should be furnished with copies of all news releases and any other published material, pictures, etc. which may develop in connection with this grant award.

4. Other Provisions

- a. This grant award has been approved by the Trustees of The Moody Foundation and is accepted by the grantee with the understanding that the Foundation is not obligated to provide additional support.
- b. It is understood that under the Trust Indenture of The Moody Foundation, this grant must be limited to supporting activities that will benefit the people of the State of Texas.
- c. The applicant must notify The Moody Foundation immediately of any changes that occur in its tax-exempt status.
- d. Except as otherwise provided herein, to the full extent possible

~~(1) all representations, obligations and undertakings of each of the Parties to this Agreement shall be performable in Galveston County, Texas, and~~

(2) the proceeds of this Grant shall be funded in Galveston County, Texas.

- e. In the case of any Dispute (as defined herein) between the Foundation and Grantee, the Foundation, at its sole and absolute discretion, may elect to submit such Dispute to binding and final arbitration in lieu of a civil lawsuit. In that regard, Grantee agrees that if the Foundation elects to submit any Dispute to binding arbitration, Grantee waives any right to bring a lawsuit. If a lawsuit is pending at the time of the Foundation's election and such suit has been filed for one hundred twenty (120) days or less after service of process on the Foundation, then Grantee shall immediately dismiss such lawsuit and submit such Dispute to binding arbitration.

For purposes of this Agreement, the term "Dispute" shall be interpreted broadly to mean any controversies, claims, counterclaims, or other disputes of any kind arising from or relating in any way to the parties hereto, this Agreement or its interpretation, the Grant, or the use of the Grant Funds and shall include, without limitation, any contractual, tort, statutory, caselaw or any other claims made by either party hereto.

In the event the Foundation elects to submit a Dispute to binding arbitration, such arbitration shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules") and shall apply Texas law. The arbitration will be heard and determined by a single arbitrator and all arbitration proceedings shall be held in Galveston, Texas. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs, documents, or other evidence submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

This section limits certain rights, including the right to maintain a court action, the right to a jury trial, the rights to certain forms of relief and other rights that Grantee may have outside of an arbitration proceeding.

This provision shall survive termination of this Agreement.

- f. In the event the Foundation elects to proceed with a civil lawsuit under Section 5(e) above, it is agreed by the parties hereto that venue shall lie in the District Courts of Galveston County, Hidalgo County Texas for the purpose of any lawsuit to:
- (a) enforce the obligations of any party hereto;
  - (b) interpret the provisions of this Grant Contract and Agreement; or
  - (c) seek monetary damages for the breach of any provision or obligation hereof.

6. This Contract is executed in Galveston County, Texas, this 10<sup>th</sup> day of August, 2020

ACCEPTANCE:

We accept this grant subject to the terms and provisions stated above.

Richard Flew (Sign) \_\_\_\_\_  
Chief Executive Officer President or Chairman of the Board

8/3/2020 \_\_\_\_\_  
Date Date

Allen Miller  
\_\_\_\_\_  
THE MOODY FOUNDATION  
8-10-20  
\_\_\_\_\_  
Date

MOODY FOUNDATION  
GRANTS SECTION  
AUG 10 2020  
RECEIVED

APPROVED BY  
COMMISSIONERS' COURT  
ON: 7-28-20 MM