

GRANT CONTRACT: TERMS AND PROVISIONS

This Grant Contract (together with the attached General Conditions, the "Agreement") is entered into by and between The Moody Foundation, acting by and through its duly authorized Trustees, hereinafter referred to as the "Foundation" and Webb County, a political subdivision of the State of Texas for the Webb Community Action Agency, hereinafter referred to as "Grantee."

GRANTEE:

Webb County, a political subdivision of the State of Texas for the Community Action Agency
111 Camino Nuevo Road, Hwy 359 Building B
Laredo, Texas 78043

In reply refer to: GRANT NUMBER 2025-091
Date Approved: May 9, 2025
Amount: \$80,000.00 (the "Grant Funds")
Period: One Year from the Effective Date (the "Grant Period")

PURPOSE:

Assistance with establishing the county's first diaper bank to provide diapers and hygiene supplies to those in need, as more specifically set out in the grant application and in letters and other documentation accompanying that application, sent by Grantee to the Foundation (collectively, the "Grant Application") which are collectively incorporated by reference.

SPECIFIC CONDITIONS:

1. All Grant Funds must be used for the Purpose set forth above. Grantee hereby represents and warrants that all statements and documentation submitted in connection with the Grant Application are true and correct. All Grant Funds must be spent solely within the State of Texas. Grantee is part of Webb County and is a political subdivision of the State of Texas as that term is used in Section 170(c)(1) of the Code.
2. Grantee should not expend funds on plaques or other types of recognition for presentation to the Foundation.
3. Grant Funds will be paid in one (1) installment promptly after actual receipt of a fully-signed copy of this Agreement. Please allow a minimum of ten (10) working days for processing of any grant payments.
4. The Grant Funds must be expended within the Grant Period. Should extenuating circumstances occur necessitating an extension of Grant Period, a request in writing must be submitted to the Foundation prior to the ending date of the Grant Period or the grant shall be considered expired at the end of the Grant Period. If there remains an unspent balance of the Grant Funds at the end of the Grant Period, Grantee agrees to promptly return such unspent balance to the Foundation. The Grantee may submit a separate grant request for the Foundation's consideration, in its sole and absolute discretion, to use such unspent balance for other charitable purposes.

FILED June 18th 20 25 @ 9:00 a.m.
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY [Signature] DEPUTY

5. Grantee also agrees to comply with the below General Conditions. In the event of conflict between these Specific Conditions and the attached General Conditions, these Specific Conditions shall control and govern.

GENERAL CONDITIONS:

1. Reports to the Foundation

A written report, in substantially the form attached hereto, must be furnished to the Foundation upon completion of the purposes for which the grant has been made (the "Final Evaluative Report"). If the Grant Period exceeds one year, an interim one-page summary report along with a detailed listing of the total Grant Funds expended by Grantee for the preceding year should be submitted annually in addition to the Final Evaluative Report at the end of the Grant Period.

2. Use of Grant Funds

All grants made by the Foundation must be used by Grantee in compliance with the requirements pertaining to organizations that are exempt from federal income taxes and described in either Section 170(b)(1) or 501(c)(3) of the Internal Revenue Code (the "Code").

a. All Grant 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 Code so that no excise tax is imposed under any such section. The Grant Funds may not be used in an attempt to influence legislation or otherwise engage in lobbying activities.

b. All Grant Funds awarded by the Foundation under this Agreement must be used solely for the Purpose set forth above. No changes or modifications may be made without the Foundation's knowledge and written approval.

c. All Grant Funds awarded by the Foundation will be returned to the Foundation if:

- (1) the Grantee loses its tax-exempt status as an organization described by either Section 170(b)(1) or 501(c)(3) of the Code, or
- (2) the Grant Funds are not expended or committed for the Purpose set forth above within the Grant Period.

3. Public Announcements

The Foundation may, at its discretion, release information regarding this grant to the press and news media. Should Grantee wish to release additional information after accepting this grant, Grantee may do so without prior clearance so long as Grantee does not: (a) refer to the Foundation as a "partner", (b) imply that the Foundation has any oversight over the Grantee, or (c) otherwise describe the Foundation's relationship to Grantee as anything other than the provider of the grant. Questions about proposed releases may be directed to communications@moodyf.org. 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 Foundation and is accepted by the Grantee with the understanding that the Foundation is not obligated to provide additional support.

b. Pursuant to the Trust Indenture of the Foundation, the Grant Funds must be expended solely within the State of Texas.

c. The Grantee must notify the Foundation immediately of any changes that occur in its tax-exempt status.

d. Except as otherwise provided herein, to the fullest 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 valid 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 if the parties are able to mutually agree on the arbitrator. In the event the parties are unable to mutually agree on a single arbitrator, the arbitration will be heard by a panel of three (3) arbitrators with each party designating one (1) arbitrator and the third arbitrator being chosen by the two (2) arbitrators designated by the parties. All arbitration proceedings shall be held in Galveston, Texas. The decision of the arbitrator(s) 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 subsection 5(e) above, it is agreed by the parties hereto that venue shall lie in the District Courts of Galveston County, Texas for the purpose of any lawsuit to:

- (1) enforce the obligations of any party hereto;
- (2) interpret the provisions of this Agreement; or
- (3) seek monetary damages for the breach of any provision or obligation hereof.

g. The Foundation shall not be liable in any way for matters relating to Grantee's use of the Grant Funds. To the fullest extent allowed by the Constitution of the State of Texas and other applicable law, Grantee agrees to indemnify and hold harmless the Foundation and all of its trustees, officers, employees and representatives (collectively, the "Indemnitees") from and against any and all actions, causes, costs, damages or expenses arising directly or indirectly from Grantee's use of the Grant Funds.

h. The invalidity or unenforceability of any term or provision of this Agreement in any situation shall not affect the validity or enforceability of the other terms or provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation, and the remaining terms and provisions shall remain in full force and effect.

i. Grantee hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by and on its behalf and constitutes Grantee's valid and binding agreement in accordance with the terms hereof.

j. Grantee hereby represents and warrants that it is currently in compliance with all applicable federal, state and local laws, rules, orders and regulations (the "Applicable Laws"). Grantee further agrees to comply with the Applicable Laws during the term of this Agreement and in the use of the Grant Funds.

This Agreement is executed effective this 17th day of June, 2025 (the "Effective Date").

ACCEPTANCE:

Grantee accepts this grant subject to the terms and provisions stated above.

Webb County

By:

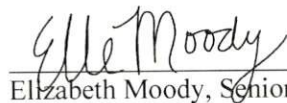
Printed Name:

Title:


Tona Tijerina
Webb County Judge

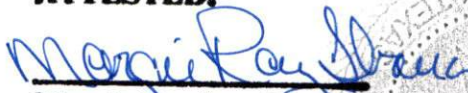
THE MOODY FOUNDATION

By:



Elizabeth Moody, Senior Vice President- Chief Grants Officer

ATTESTED:



Margie Ramirez Ibarra
Webb County Clerk



FINAL REPORT OUTLINE

We hope you find this outline helpful in developing your report(s) to the Foundation. These reports serve several important functions. It provides the grantee an opportunity to measure and evaluate the progress made toward the grant objectives. It also enables the Foundation to continually evaluate the effectiveness and validity of its grants program. It also records the activities and expenditures of the program.

One copy of the Evaluative Report should be submitted to the Foundation office. The report should be in a concise narrative form as follows:

1. A one-page summary which includes the following information:
 - a. Moody Foundation grant number & amount of grant.
 - b. Brief description of purpose for which grant was made.
 - c. Date project was initiated and summary of activities completed.
 - d. Report the goals achieved by your organization in accomplishing the purposes for which the grant was made.
2. In addition to the one-page summary, please provide the following information:
 - a. Statement indicating whether there were any changes or deviations from original grant proposal (if any).
 - b. Additional developments or extra benefits which occurred as a result of the project.
 - c. Conclusions or recommendations resulting from the experience of the project.
 - d. Plans for continuation of the project.
3. Financial statement concerning grant activities:
 - a. Total amount of funds raised
 - b. List of source of funds
 - c. How the funds were used
 - d. Amount of unexpended grant funds (if any) to be returned to the Foundation