



Georgetown  
Health  
Foundation

## 2020 GHF COVID-19 Relief Fund Grant Contribution Agreement Williamson County

This contribution agreement ("Agreement") is between the Georgetown Health Foundation (*herein referred to as "Foundation"*) and the Grant Award winner, Williamson County, a political subdivision of the State of Texas (*herein referred to as "Organization"*), for the amount of \$10,000 for 2020 (*herein referred to as "Contribution"*).

The Foundation has agreed to work with the Organization to fulfill the mission and goals of the Foundation and to assist the Organization in its worthy mission. This Agreement specifies the terms and conditions of the Contribution. By executing the Agreement and accepting the Grant Award, Organization warrants, represents, and covenants that the Contribution will be held, administered, and used in strict accordance with this Agreement and that all of the terms and conditions of this Agreement will be met or exceeded.

1. **Term of Agreement.** The Term of this Agreement coincides with information to be provided by the Organization outlined in **Exhibit B.**
2. **Purpose and Administration.** The purpose of the Contribution is to provide funding in the amount set forth in **Exhibit A** for services rendered by the Organization.
3. **Organization's Reporting Obligation.** Organization shall provide the Foundation with a report detailing progress and the use of the Grant Award, as provided in the Report Schedule attached hereto as **Exhibit B.**
4. **Inclusivity of Contribution.** The Foundation's Contribution represents its financial support for the Organization for the Fiscal Year.
5. **Sponsorship Recognition.** The Organization agrees, in exchange for the Contribution, to reasonably recognize the Foundation.
6. **Financial Statements and Tax Returns.** At the Foundation's request, Organization will provide the Foundation with copies of financial statements (whether audited or unaudited) made available to the public and still available. The Organization will provide the Foundation with a copy of any management letter prepared by its auditor and made available to Organization's board of directors. To the extent applicable and available, at the Foundation's request, the

Organization will provide the Foundation with copies of filings with the Internal Revenue Service ("IRS").

7. **Representations of Organization.** As a condition to receipt of Contribution, Organization represents and warrants the following:

- a. The representations set forth in paragraph 7 are true and correct.
- b. Organization is in compliance with relevant laws applicable to Texas counties.
- c. The financial statements provided pursuant to paragraph 6 are true and correct and fairly present Organization's financial condition and results of operations as of the dates and for the periods indicated. Since the date of the most recent financial statement provided, there has been no material adverse change in, and no events have occurred that are likely, individually or in the aggregate, to result in any material adverse change in the operations, assets, prospects, or condition (financial or otherwise) of Organization or its Programs.
- d. Organization is in compliance with all material contracts and agreements.
- e. Organization is in compliance with any restrictions or conditions of its grants and bequests.
- f. Organization is in compliance with all applicable statutes, ordinances, codes, laws, rules, regulations, orders, and requirements and standards.
- g. Organization will not expend the Contribution for any purpose other than in connection with the Organization's GHF grant and in the manner contemplated by this Agreement and the Exhibits attached hereto without the Foundation's express, written approval.
- h. Organization specifically agrees that no part of the Contributions will be used to carry on propaganda, influence legislation, or influence the outcome of any specific public election, or carry on directly or indirectly any voter registration drive.
- i. Organization will provide to the Foundation additional information upon request and cooperate in connection with any response by the Foundation to a governmental agency concerning the Contribution.
- j. Organization will notify the Foundation immediately upon the occurrence of any event that causes any of the representations and warranties in this paragraph to no longer be true and correct.
- k. Unless reasonably known or communicated through media outlets, Organization will notify the Foundation if there is a change in the chief executive officer position of the Organization or a change in leadership over the COAD program.
- l. In the event of loss or misuse of this Contribution, the Organization assures that the funds will be returned to the Foundation in full.

8. **Publicity.** Any publicity about the Grant Award is encouraged by the Foundation, and any such recognition identify the Foundation by the name "Georgetown Health Foundation." The Organization has a limited license to and agrees to make reasonable efforts to include the Foundation's logo on any publicity for activities related to the Grant Award.

9. **Exempt Status.** The Organization represents that no part of the net earnings of the Organization inure to the benefit of any private person and that all financial relationships between the Organization and its members, directors or trustees, and officers, whether direct or indirect, have been approved by a disinterested majority of its Board and are fair and in the best interest of the Organization. In the event the Organization receives communication from the IRS, the Attorney General of the State of Texas, or any other federal or state regulatory agency concerning Organization's tax-exempt status, the Organization's compliance with laws or regulations, the undertaking of an investigation of the Organization or any of its Programs, or relating to any other aspect of Organization's activities that affect Organization or its Programs, Organization will (during the grant term contemplated herein) provide the Foundation with a copy of such communication (or a complete written summary of such communication, if it is not in writing) within three business days of such communication, subject to the Texas Public Information Act and exceptions set forth therein. If the Foundation determines, in its sole discretion, that the Organization has ceased to conform to the requirements of this paragraph or that the continued support of Organization is not in the best interest of the Foundation, the Foundation will notify the Organization of such determination. In such event, the Foundation will not be obligated to continue to fund the Contribution and the Organization will immediately return all remaining portions of the Contribution.
10. **Accounting.** Upon written request by the Foundation, in addition to the reports required by paragraphs 2 and 6, Organization may from time to time be required to account for the disposition of the Contribution. Each such accounting will be delivered to the Foundation within thirty (30) days after the Foundation's written request is made to Organization and will include the certification of an authorized officer of Organization stating that such information is true, correct, and complete as of the date of the accounting. Organization will allow the Foundation reasonable access to its records.
11. **No Third-Party Beneficiaries.** Neither this Agreement nor the Contribution shall be deemed to confer upon any person other than Organization or the Foundation any rights or remedies. While the Contribution is made for the benefit of the people of Central Texas, no individual person shall be deemed to have any rights or remedies with respect to any portion of the Contribution or any services of Organization.
12. **Relationship of the Parties.** The relationship of the Foundation and Organization is that of donor and donee or grantor and grantee. Despite public statements to the effect that the Foundation and Organization are "partners" in improving the health of the people of Central Texas, the use of such terms is intended simply as a metaphor for the cooperation between Organization and the Foundation in connection with their pursuit of their individual missions. This Agreement does not create a partnership, joint venture, agency, or employment relationship between Organization and the Foundation. Organization shall retain the exclusive authority to direct its affairs and operate its Programs. The Foundation shall neither exercise

control over nor interfere with the operations of Organization or its Programs. Neither this Agreement nor the Contribution creates an obligation on the part of the Foundation to continue funding of Organization or its Programs. Funding of the Contribution is subject to Organization's compliance with the terms and conditions of this Agreement and, while the Foundation anticipates creating a long-lasting relationship with Organization, future contributions are in the sole discretion of the Foundation, based upon its determination of the best manner in which to accomplish its own mission and goals. From time to time the Foundation may undertake initiatives that would benefit from the participation of Organization. Organization agrees that, consistent with its mission and resources, it will work to accommodate reasonable requests of the Foundation.

13. **Foundation Staff Attendance at Organization's Board Meeting.** Foundation Staff may request to attend an Organization's Board Meeting in order to observe governance in action or to share information. Organization agrees to issue an invitation to an upcoming Board Meeting. This approval will be communicated within 30 days following Foundation Staff's request.

**CONTRIBUTOR:**

**GEORGETOWN HEALTH FOUNDATION,**  
A Non-Profit Corporation

By: 

Name: **M. SCOTT ALARCON**

Title: **CHIEF EXECUTIVE OFFICER (CEO)**

Date Executed: June 13, 2020

**RECIPIENT:**

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_

Name: **HON. BILL GRAVELL**

Title: **COUNTY JUDGE**

Date Executed: \_\_\_\_\_, 2020

**EXHIBIT A**  
**Distribution of Grant Funds**

**Grant Award to Williamson County  
By Georgetown Health Foundation**

Award Type: COVID-19 Relief Fund

Award Year: 2020-21

The Ten Thousand Dollars & No/100 provided to Williamson County through this GHF COVID-19 Relief Fund Award are considered to be used for operating costs related to the Williamson County COVID-19 COAD (Community Organizations Active in Disasters), a program of Williamson County Emergency Services. GHF funds may be used to purchase software, Personal Protective Equipment, supplies for area nonprofit agencies, and/or pay intern stipends.

<b>TOTAL DISTRIBUTION FOR 2020-21</b>	<b>\$10,000.00</b>
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**EXHIBIT B**  
**Reporting Schedule & Expectations**

**The reporting schedule and expected content for this grant will be developed by the Organization and submitted to the Foundation by July 1, 2020.**