

**SAN ANGELO HEALTH FOUNDATION
GRANT CONTRACT**

GRANTEE: TOM GREEN COUNTY LIBRARY

PURPOSE: Library expansion and relocation project

TERMS AND CONDITIONS:

The *San Angelo Health Foundation* ("Foundation") hereby agrees to grant to TOM GREEN COUNTY LIBRARY ("Grantee") TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) for furniture, fixtures and equipment ("Project"), and an additional challenge grant of up to TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00). The County must match the challenge grant on a 1:1 basis by September 30, 2010.

1. This grant is to be used toward the Project, as described in your proposal dated October 26, 2009. Funds received under this agreement should be expended for no other purpose without the express, written consent of the Foundation. Any earnings accruing from these funds should be credited to the support of the Project being funded and added to the balance of that account.

2. The Foundation will disburse its funds on the following schedule:

<u>Date</u>	<u>Amount</u>
June 1, 2010	\$250,000
When conditions are met	up to \$250,000

3. Grantee specifically agrees that no part of the funds received from this grant will be used to carry on propaganda, influence legislation, influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive.

4. Grantee agrees to keep its financial and other records in such manner to reflect that grant funds are used exclusively for the purpose of this grant.

5. Any grant funds not used for the purposes of this Project remain the property of the Foundation and must be returned to the Foundation at the conclusion of the Project.

6. Grantee warrants that Grantee currently is (i) a public charity described in Section 501(c)3 or a governmental unit described in Section 170(c) of the Internal Revenue Code of 1986 (not a private foundation or a private operating foundation), and (ii) that receipt of this grant will not adversely affect Grantee's current status.

7. Grantee agrees to immediately notify the Foundation, in writing, if (i) Grantee's federal tax status is revoked or altered; (ii) Grantee has reasonable grounds to believe that its tax exempt status may be revoked or altered; or, (iii) Grantee has reason to believe that these grant funds cannot be or continue to be expended for the specified Project. In the event that Grantee loses its tax exempt status before all funds under this grant are expended, this Grant contract will be considered null and void and all obligations of the Foundation hereunder will terminate.

8. The Foundation retains the right to release information regarding this grant to any public media. Permission is hereby given for Grantee to use any wording contained in this Grant Contract in press releases. Any portion of the Grantee's public information program related to the Project that is not stated in this Grant Contract should be submitted to the Foundation for approval prior to release. Grantee agrees to forward to the Foundation copies of any news releases, published materials, or media articles mentioning this grant which come to Grantee's notice or attention.

9. Grantee will cooperate with the Foundation in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Foundation to establish the fact that it has observed all requirements of the law with respect to this grant.

10. Grantee agrees to provide the Foundation with financial statements comparing actual receipts and expenses with the budget submitted in the Project proposal.

<u>Due Date</u>	<u>Period Covering</u>
January 31, 2011	Total Project

11. Grantee agrees to provide status reports to the Foundation office regarding the Project according to the following schedule:

<u>Due Date</u>	<u>Period Covering</u>
January 31, 2011	Total Project

The reports should include the following information:

- a) how well the Grantee achieved the Project's mission;
- b) each of the Project's objectives and the extent to which they were or were not met;
- c) the future plans for this Project;
- d) additional grants from other sources for the same purpose;
- e) any other pertinent information regarding the Project and copies of any written articles or information disseminated about the Project.

12. The grant recipient shall notify San Angelo Health Foundation in writing of any other pending or proposed grant applications and of any funds granted from other sources related to said project. The San Angelo Health Foundation further reserves the right to withdraw all or a portion of its approved funding in the event the project is overfunded.

13. The Foundation, in its sole discretion, may terminate this grant or withhold the payment of grant funds if:

- a) the Foundation is not satisfied with the quality of the Grantee's work or the progress toward achieving the goals of the Project;
- b) the Foundation is of the opinion that the Grantee is incapable of satisfactorily completing the Project;
- c) the Grantee's federal income tax status changes;
- d) the Grantee fails to meet the conditions outlined in this Grant Contract;
- e) the Grantee dissolves or fails to operate; or
- f) successful completion of the Project is impaired by other circumstances.

If the grant is terminated prior to the scheduled completion date, the Grantee shall provide to the Foundation, within thirty (30) days after requested, a full accounting of the receipt and disbursement of funds and expenditures incurred for the Project as of the effective date of termination. The Grantee shall repay, within thirty (30) days of the effective date of termination, all funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time after the effective date of termination. Nothing contained in this paragraph shall limit or prevent the Foundation from taking legal action to get repayment of funds already expended by the Grantee which were not applied in accordance with the conditions outlined in this Grant Contract.

14. This grant is conditioned upon Grantee's acceptance of the terms and conditions set forth herein. The signature on this document of the person(s) authorized by the Grantee will represent Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant.

15. **Special Condition:** Tom Green County must provide an equal amount of \$250,000 by September 30, 2010 to qualify for the \$250,000 challenge grant.

The undersigned officials of TOM GREEN COUNTY LIBRARY have carefully read this Grant Contract and agree to the terms and conditions stated herein.

SAN ANGELO HEALTH FOUNDATION

TOM GREEN COUNTY LIBRARY

By: Thomas J. Early
Thomas J. Early, President

By: Michael D. Brown
(Authorized Officer and Field)

Printed Name: **Michael D. "Mike" Brown**
Tom Green County Judge

Date: 12-17-09

Date: 12-22-09

Please sign and return one of the two enclosed contracts, retaining one for your records.