



# HARRIS COUNTY, TEXAS

Office of Management and Budget 1001 Preston; Suite 500 Houston, TX 77002 713-274-1135  
Grants Coordination Section - Conveyance Form Application  Award

Department Name / Number	DUNs	Grant Title
Library - 285	Not Applicable	Expand Citizenship Services FY '24
Funding Source: Houston Endowment, Inc.: CFDA# N/A	Grant Agency: Houston Endowment, Inc.	
Program Year: 1 st	Program Ending:	
Grant Begin Date: 11/15/2023	Grant End Date: 12/31/2026	
Grant Org. Key:	If applicable, Prior Year Org. Key: N/A	

### Grant Description:

The Houston Endowment is a private philanthropic foundation founded by Jesse and Mary Gibbs Jones that seeks to improve life for people of the greater Houston area through its contributions to charitable organizations and educational institutions. Previous target interest areas have been: the Arts, Education, the Environment, Health, Human Services, Neighborhood Development and Enhancement.

	Total Budget	Grant Funded	County Funded
Salary & Benefits	\$2,548,700.00	\$2,548,700.00	\$0.00
Non-Labor	\$1,018,400.00	\$1,018,400.00	\$0.00
Sub Tot. Incremental Cost	\$3,567,100.00	\$3,567,100.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00*
<b>TOTALS</b>	<b>\$3,567,100.00</b>	<b>\$3,567,100.00</b>	<b>\$0.00</b>

\* under development

Full Time Equivalent Positions

Date Guidelines are Available

% of Positions Paid by Grant

Grant Submittal Deadline Date

### Grant Discussion:

The application for this award was not presented to Commissioners Court. This direct allocation from the grantor will be used by the Library to offer expanded classes free of charge to Harris County residents. These classes prepare individuals for the United States Naturalization test, and a series of English as a Second Language (ESL) class that support non-native English speakers to learn, read, write and speak in English. Working with the FUSE Corps fellowship, this expansion will be focused to engage with eligible residents in immigrant communities and offer education and support throughout the process. There is no local match requirement.

### County Funded Cost Projection

Year	Required	Discretionary
2024	-	-
2025	-	-
2026	-	-
2027	-	-
2028	-	-

Completed by : Michael Mattingly Mattingly, Mike

Date : 10/26/23

Reviewed by: Michael Mattingly

Date : 10/26/23

ORDER OF COMMISSIONERS COURT  
Authorizing execution of an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, 2023, with all members present except \_\_\_\_\_.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN  
HARRIS COUNTY AND HOUSTON ENDOWMENT INC.**

Commissioner \_\_\_\_\_ introduced an order and moved that Commissioners Court adopt the order. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

**IT IS ORDERED** that County Judge is hereby authorized to execute for and on behalf of Harris County an Agreement with Houston Endowment Inc. to provide program support for the County Public Library to expand citizenship services. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.



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Houston Endowment is pleased to award your organization with a grant to further support your work and attached is the Houston Endowment Grant Agreement.

Please reference the body of the DocuSign email for important information about your payment method preference. If you do not indicate a payment preference, our system will default to sending a mailed paper check.

## Grant Tax and Legal Considerations

Before reviewing and signing the Grant Agreement on the following pages, we want to highlight to all prospective grantees some important tax considerations to evaluate when accepting a grant from Houston Endowment.

While Houston Endowment is not in a position to provide prospective grantees legal or tax advice, we do want to make sure that you are aware of and understand these important considerations, which are also reflected in the representations contained in your grant agreement.

We encourage you to consult with your legal and tax advisors on these issues prior to signing the grant agreement and accepting a grant from Houston Endowment.

- **Tax Filing Requirements:** If your organization currently files a Form 990-N (postcard filing), the amount of our grant may require you file a full Form 990. As this is a more involved filing, you will likely need to engage a tax preparer with expertise in nonprofit tax filings to assist.
- **Public Support Test:** Depending on your tax status, your organization might have to meet the “public support test” to maintain public charity status. This is a numerical test that requires that public charities receive at least one-third of their support from the general public and/or governmental sources. Large grants from foundation donors, such as Houston Endowment, could negatively impact your public support test, as these grants do not fully count as public support. We recommend discussing with your tax or legal professionals to understand the impact of our grant on your public support percentage. Below are some resources on the topic:
  - <https://www.ngosource.org/blog/an-introduction-to-public-support-tests>
  - <https://nonprofitlawblog.com/public-support-tests-part-i-509a1/>
  - <https://nonprofitlawblog.com/public-charity-public-support-tests-part-ii-509a2/>
  - <https://www.thetaxadviser.com/newsletters/2016/sep/public-support-for-not-for-profits.html>

*See following pages for Grant Agreement*



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## Grant Agreement

October 23, 2023

Edward Melton  
Executive Director  
Harris County Public Library  
5749 South Loop East  
Houston, TX 77033

Grant Reference Number: #32998

Dear Edward Melton,

It is my pleasure to inform you that the Board of Directors of Houston Endowment Inc. (the “**Foundation**”) has authorized a grant of **\$3,567,100.00** (the “**Grant**”) to **Harris County Public Library** (the “**Grantee**”) for **Program Support for Harris County Public Library to Expand Citizenship Services** (the “**Purpose**”) subject to the Grantee’s acceptance of the terms and conditions below (the “**Agreement**”). A summary table of this information is provided below:

<b>Grantee</b>	Harris County Public Library
<b>Grantor</b>	Houston Endowment Inc. 3683 Willia Street Houston, Texas 77007
<b>Grant Amount</b>	\$3,567,100
<b>Type of Grant</b>	Restricted
<b>Reason for Support</b>	Program Support for Harris County Public Library to Expand Citizenship Services

Please sign the Agreement where indicated to confirm acceptance and return it to us at your earliest convenience via DocuSign. If you have any questions regarding the Grant or the Agreement, please don’t hesitate to contact your assigned Foundation team member, Gislaine Williams. Please include the reference number above in all communications as it will serve as the identification number for this Grant.

- 1. TAX STATUS:** The Grantee represents that (a) it is a tax-exempt organization described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”) or a governmental unit described in Code Section 170(c), and (b) it is not a “private foundation” as defined in Code Section 509(a) or a Type III supporting organization as described in Code Section 509(a)(3) (other than a “functionally integrated Type III supporting organization,” as defined in Code Section 4943(f)(5)(B)). The Grantee will give the Foundation immediate notice of any actual or anticipated change to its tax-exempt status or public charity classification and the Foundation reserves the right to modify the terms of the Grant or discontinue funding and terminate the Grant in case of any such change.



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**2. USE OF GRANT FUNDS:**

The Grantee agrees that all Grant funds, including any interest and other income earned thereon, will be expended exclusively for charitable purposes within the meaning of Code Section 501(c)(3) and specifically for the Purpose stated above (the “**Project**”). The Grantee may not expend Grant funds for any other purpose without the prior written approval of the Foundation. The Grantee will return to the Foundation any funds not expended or committed for the Purpose in accordance with the terms hereof.

**3. PROHIBITED USES:** The Grantee agrees that no portion of the Grant funds (including interest or income earned thereon) may be used: (a) to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or to otherwise influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive; (b) to induce or encourage violations of law or public policy; (c) to cause any private inurement or improper private benefit to occur; or (d) to take any other action or use any funds in a manner that is inconsistent with Code Section 501(c)(3) or for any non-charitable purposes.

**4. NO EARMARKING:** The Grantee acknowledges that no Grant funds are designated or earmarked to carry on propaganda or to be used in any attempt to influence legislation within the meaning of the meaning of Code Section 501(h), 4945(d)(1) or 4945(e) and related regulations. No agreement, oral or written, to that effect has been made between the Foundation and the Grantee, even if Grantee’s proposal, application, or other correspondence expresses expenditure intentions. The Grantee further acknowledges that there is no agreement, oral or written, whereby the Foundation has designated or earmarked any part of the Grant funds for any specific named organization or individual.

**5. PAYMENT AND REPORTING:**

(a) Payment Processing. The Foundation processes Grant payments via automatic clearinghouse (“**ACH**”) payments and checks through Chase Cashflow360 and its integration with Bill.com (the “**Payment System**”). All electronic Grant payments are processed in accordance with payment instructions entered by Grantee into the Payment System during Grantee’s account setup process or provided to the Foundation directly. It is the Grantee’s responsibility to ensure that bank account information or mailing address information provided via the Payment System or to the Foundation directly is accurate and kept up to date. In the event Grantee does not expressly provide payment instructions to the Foundation or set up an account with the Payment System, the Foundation will issue a check to the Grantee’s payment address on record, if applicable, or the payment address obtained from the Grantee’s website. The Foundation did not create, does not control, and does not own the Payment System, and the Grantee agrees to release the Foundation from any liability for any losses and any special, incidental, or consequential damages arising out of or in connection with the Grantee’s use of the Payment System. Furthermore, the Foundation merely relies on the payment instructions provided by the Grantee or payment address designated on Grantee’s website and is therefore not responsible for errors or mistakes that result in any delayed or lost Grant payments to Grantee. In addition, to the extent permitted by applicable law, the Grantee agrees that the Foundation is not liable for, and the Grantee agrees to release the Foundation



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and not to hold the Foundation responsible for, any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) Grantee's use of, or inability to use, the Payment System or any of services associated with the Payment System; (2) delays or disruptions in the Payment System; (3) viruses or other malicious software obtained by accessing the Payment System; (4) glitches, bugs, errors, or inaccuracies of any kind in the Payment System; (5) the content, actions, or inactions of third parties associated with the Payment System; or (6) if the Grantee has an account with the Payment System, any suspension or other action taken with respect to the Grantee's account.

- (b) Payment. Subject to the terms and conditions set forth in this Agreement, the Grant will be payable in accordance with the schedule set forth below. The Foundation may, in its reasonable discretion, modify payment terms and amounts and shall notify the Grantee of any such changes in writing.

The payment of each installment is contingent upon: (a) the Grantee's satisfactory achievement of the applicable payment contingencies set forth in the table below, as determined by the Foundation in its sole discretion; (b) compliance with the terms of this Agreement, including without limitation timely submission by the Grantee of all reports set forth herein; and (c) there having been no material changes in the Grantee's operations, staffing, funding, structure, or tax-exempt status that would adversely affect its ability to carry out or accomplish the Purpose. If the Grantee has not satisfied a payment contingency or cannot satisfy a payment contingency, as determined by the Foundation in its sole discretion, the Foundation may cancel, suspend, or discontinue all or any portion of the Grant and/or terminate this Agreement in accordance with Section 10.

Payment Contingency	Due Date of Payment Contingency	Payment Number	Projected Payment Date	Payment Amount
Contract Returned	11/15/2023	1	12/31/2023	\$1,142,800
Provided sufficient progress toward project goals as determined at the Foundation's sole discretion, including but not limited to hiring program staff, implementing program expansion strategy, and coordination with new partners.	09/30/2024	2	12/31/2024	\$1,169,800
Payment Eligibility Form	10/31/2024			
Provided sufficient progress toward project goals as determined at the Foundation's sole discretion,	09/30/2025	3	12/31/2025	\$1,254,500



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including but not limited to hiring program staff, implementing program expansion strategy, and coordinating with new partners.				
Payment Eligibility Form	10/31/2025			

(c) **Reporting Deliverables.** The Grantee will provide the Foundation with narrative and financial reports, reviewed and approved by an authorized officer of the Grantee, and submitted by a person authorized by Grantee to provide such deliverable(s), in accordance with the schedule set forth below. Such reports must describe the manner in which Grant funds (including any interest or other income) were used, the Grantee’s compliance with the terms of this Agreement, and the progress made in accomplishing the Purpose. The Grantee agrees to submit such other reports and information that the Foundation may reasonably request.

Reports	Due Date
Formative Report	12/31/2024
Formative Report	12/31/2025
Summative Report	12/31/2026
Unspent Funds Form	12/31/2026

6. **MONITORING AND EVALUATION:** In addition to Reporting Deliverables included in this agreement, the Foundation may choose, or may authorize a representative, to monitor and conduct one or more evaluations of the Grantee’s activities. Such monitoring and evaluation may include, but is not limited to, interviews, focus groups, surveys, or requests for documentation of relevant data collected by the organization. The Grantee agrees to cooperate with, and provide any information reasonably requested by, the Foundation in connection with the foregoing.
7. **RECORDS/RIGHT TO AUDIT:** The Grantee agrees to maintain, for a period of at least four (4) years after the Grant funds have been fully expended, records of receipts and expenditures of Grant funds and to make its books and records available to the Foundation for inspection at reasonable times.
8. **PUBLICATIONS:**
  - (a) Each party may acknowledge the Grant on its website, periodic public reports, press releases or other public materials in a manner consistent with such party’s normal communications practices without the prior written approval of the other party.
  - (b) The Grantee may not use the Foundation’s name or mark (or the name of any Foundation director, officer or employee) for any other purpose without the prior written approval of the Foundation, which approval may be granted or withheld in the sole discretion of the Foundation. The Grantee will provide to the Foundation with copies of news releases,



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published materials, or media articles/posts mentioning this Grant that are published by the Grantee, as well as any such third-party materials which come to the Grantee's attention.

(c) The Foundation may use the Grantee's name, mark and any information, photographs or other materials in the Foundation's public materials without the prior approval of the Grantee. The Foundation agrees to make a good faith effort to seek consent from the Grantee and/or provide advance notice if the Grantee is featured prominently in such materials.

(d) The Foundation desires that all resources of the Grantee be dedicated to accomplishing its charitable purposes. Accordingly, the Grantee agrees not to recognize the Foundation, its board members or staff, or the Grant with certificates, plaques, or similar mementos.

9. **USE OF NAME:** The Grantee acknowledges that the name and mark "Houston Endowment Inc." and all variations thereof are the sole and exclusive property of the Foundation, that any and all uses of the Houston Endowment Inc. name by the Grantee shall inure solely to the benefit of the Foundation, and that the Grantee shall not acquire any right, title or interest in Houston Endowment Inc. All uses by the Grantee in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation if not in accordance with the PUBLICATIONS section herein. The Foundation may require that at any time, the Grantee immediately discontinue and forever thereafter desist from any and all use of "Houston Endowment Inc." and/or either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing Houston Endowment Inc. that are in the possession or control of the Grantee.

## 10. TERMINATION:

- (a) The Foundation retains the right to modify, suspend, or discontinue any payment or to terminate the Grant and discontinue Grant funding if, in the Foundation's sole discretion:
- (i) the Foundation is not satisfied with the Grantee's progress,
  - (ii) the Foundation determines that the Grantee is not able to carry out or accomplish the purposes of the Grant or has failed to comply with any term of this Agreement,
  - (iii) the Grantee has not satisfied any payment contingency set forth in Section 5, if applicable,
  - (iv) any representation or warranty made by the Grantee herein becomes untrue.
  - (v) there are significant changes to the Grantee's leadership or management of the Project which the Foundation reasonably believes will result in the Grantee's inability to satisfactorily complete the Project or achieve the Purpose,
  - (vi) there is a change in the Grantee's status as a tax-exempt organization and public charity or governmental unit, as applicable,
  - (vii) the Foundation determines that making a payment may expose the Foundation to liability, adverse tax consequences, or will constitute a taxable expenditure, or





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- (viii) the Foundation becomes aware of actual or alleged acts or omissions by the Grantee (or any of its directors, trustees, officers, employees, volunteers, subgrantees, contractors or agents) which, in the Foundation's sole discretion, could reasonably pose a reputational risk to the Foundation.
- (b) In the event of termination, the Grantee will promptly return any unexpended Grant funds to the Foundation and the Foundation will have no further funding obligation. In addition, upon the request of Foundation, the Grantee will provide to Foundation, at the Grantee's expense, a copy of all data, information and duplicable materials related to the Grant, within thirty (30) days of Foundation's request.
- (c) Notwithstanding anything to the contrary herein, the Foundation may, but is not obligated to, permit the Grantee to retain such amount of the Grant as is necessary to pay obligations that were incurred by the Grantee prior to the date of termination in good faith reliance on this Agreement and that are consistent with the terms of the Grant and the Grant budget provided in the Grantee's application, if applicable, subject to the Grantee providing documentation and/or receipts as required by the Foundation.
- 11. NOTICE OF CHANGES:** The Grantee will notify the assigned program officer promptly in writing and no later than fifteen (15) days of any of the following:
- (a) Any change in the Grantee's tax-exempt status;
  - (b) The Grantee's inability to expend the Grant funds for the Purpose;
  - (c) Any expenditure from Grant funds not made in furtherance of the Purpose;
  - (d) Any change in the Grantee's organizational leadership;
  - (e) A change in 20 percent or more of the Grantee's board members;
  - (f) Any change in address or contact information; or
  - (g) Any adverse event which may affect the Grantee's ongoing operations, including but not limited to (i) any threatened or pending litigation, or (ii) any adverse claim with respect to or investigation by a governmental authority into the Grantee's (or any members of its board or organizational leadership) conduct or finances; or
  - (h) Any material changes which could affect the Purpose or administration of the Grant.
- 12. COMPLIANCE:** The Grantee represents, warrants, and covenants that it has complied with and will continue to comply with all applicable laws or requirements in connection with the performance of the activities under the Grant. The Grantee represents, warrants, and covenants that Grant funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order No. 13224, and in accordance with all applicable anti-discrimination laws and regulations.
- 13. AMENDMENT:** This Agreement may not be modified or amended except by written agreement executed by both parties. Notwithstanding the foregoing, the Grantee may request a change to either of Sections 5 or 8 of this Agreement in writing (including by email), and if the Foundation



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provides approval of such change in writing (including by email), such writings taken together shall constitute an amendment to this Agreement.

- 14. CONFIDENTIALITY:** In connection with the Grant, the Grantee may receive or have access to confidential information about the Foundation that is not available in the public domain, including but not limited to information relating to the Foundation's finances, operations or other grantees (the "**Confidential Information**"). The Grantee will not use or disclose any Confidential Information, unless such Confidential Information ceases to be confidential (through no act or omission of the Grantee) because it has become part of the public domain. If the Grantee is required by law to disclose any Confidential Information, the Grantee agrees to give the Foundation reasonable advance notice of such disclosure if legally permitted to do so.
- 15. NO ASSIGNMENT:** The Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without prior written approval of the Foundation.
- 16. NO FURTHER COMMITMENT FOR FUNDING:** The Grantee acknowledges that the receipt of this Grant does not imply a commitment on behalf of the Foundation to continue funding beyond the terms listed in this Agreement.
- 17. GOVERNING LAW:** This Agreement is governed by the laws of the State of Texas without regard to the conflict of laws provisions thereof, regardless of the place of execution or performance. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement must be filed and heard in Harris County, Texas, and each party waives any objection that it might raise to venue as inconvenient.
- 18. DISPUTE RESOLUTION:** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties will use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- 19. INDEMNIFICATION:** To the extent permitted by applicable law, the Grantee shall defend, indemnify, and hold the Foundation and its directors, officers, employees, and agents (each an "**Indemnified Party**") harmless from and against any and all liabilities, damages, losses, fines, penalties and expenses (including reasonable attorneys' fees) arising from third party claims based on the acts or omissions of the Grantee and its directors, officers, employees, affiliates and agents relating to the Grant or a breach by the Grantee of any term of this Agreement. If any such claim is brought against an Indemnified Party, the Foundation will provide written notice of such claim to the Grantee and will cooperate with the Grantee in the handling of such claim, provided that the Foundation will be entitled to select the primary legal counsel to be used in the handling of such claim and provided further that the Grantee may not enter into a settlement that involves an Indemnified Party in any way without the prior written consent of the Foundation.
- 20. NO WAIVER; NO PARTNERSHIP:** Failure of the Foundation to exercise any rights in this Agreement does not waive any right in this Agreement by the Foundation. Nothing in this



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Agreement creates or may be deemed to create a partnership, joint venture, or relationship of principal and agent or of employer and employee between the parties.

- 21. SURVIVAL:** Any provisions of this Agreement that by their nature extend beyond termination will remain in effect in accordance with their terms. Without limitation, the following sections will survive expiration or termination of the Agreement: 7 (Records), 8 (Publications), 9 (Use of Name), 14 (Confidentiality) and 19 (Indemnification).
- 22. HEADINGS:** The section headings in this Agreement are for convenience only and are not intended, and may not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this Agreement.
- 23. ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the Grantee and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.
- 24. DUE AUTHORITY:** The person signing this Agreement on behalf of the Grantee represents and warrants to the Foundation that s/he is a duly authorized officer of the Grantee and has requisite legal power and authority to execute this Agreement on behalf of the Grantee and bind the Grantee to the obligations herein.

Very truly yours,

**HOUSTON ENDOWMENT INC.**

By:   
Ann B. Stern  
President and CEO

HARRIS COUNTY

By: \_\_\_\_\_  
Lina Hidalgo  
County Judge

Approved as to Form  
Christian D. Menefee  
County Attorney

By: *Philip Berzins*  
Philip Berzins  
Assistant County Attorney  
CAO File No. 23GEN3116