



February 23, 2020

Rachael Nygaard
Strategic Partnerships Director
Buncombe County
200 College Street
Asheville, NC 28801

Dear Rachael,

It is my pleasure to inform you that the Dogwood Health Trust (the “Trust”) has approved a **\$18300.00** grant (the “Grant”) to the **Buncombe County** (“Grantee”) to support **Retrofitting and Enhancing an Inclusive, Multi-generational Play Space at Charles D. Owen Park in Swannanoa** (the “Purpose”). This support is to be used consistent with the purposes of DHT’s mission to create a dramatically healthier region in Western North Carolina.

This letter is a legally binding agreement (“Agreement”). It will be effective upon our receipt of this Agreement, signed by an authorized representative of your organization. An electronic copy will suffice. We will arrange for payment of the grant within 1-3 weeks of our receipt of a signed copy.

You will be required to submit report(s) to the Trust on the use and outcomes related to grant dollars. Please see Section 2 below for additional information on the reporting requirement.

TERMS AND CONDITIONS

- 1. Use of Funds.** Grantee shall use the grant funds, and any interest or other income generated by the grant funds, only for the Purpose, provided that to the extent that any of the terms of this Agreement and the Purpose may conflict, this Agreement shall govern. Grantee may not make any changes in the purposes for which grant funds are spent without the Trust’s prior written approval.
- 2. Reporting.** Grantee shall submit to the Trust one report on the progress toward achieving the Purpose and expenditures of grant funds by December 31, 2020. This report shall include a brief narrative or story describing what kind of impact this award made for your organization, in addition to any documentation of fund expenditures. This report may be sent to IONgrants@dht.org.
- 3. Recordkeeping.** Grantee shall treat grant funds and any interest or income generated by the grant funds as restricted assets and shall maintain books to show the grant funds separately. All expenditures made in furtherance of the Purpose of the Grant shall be charged off against the Grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records pertaining to the grant funds available to the Trust at reasonable times for review and audit, and shall comply with all reasonable requests of the Trust for

information and interviews regarding use of grant funds. Grantee shall keep copies of all books and records related to this Grant and all reports to the Trust for at least four years after Grantee has expended the last of the grant funds.

4. **Prohibited Uses.** Grantee shall not use any portion of the funds granted in a manner inconsistent with Internal Revenue Code (“IRC”) Section 501(c)(3), including:
 - a. Influencing the outcome of any specific election for candidates to public office, or
 - b. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).
5. **Lobbying and Certain Voter Registration Drives Prohibited.** No part of this Grant may be spent for influencing legislation within the meaning of IRC Section 4945(e). No part of this Grant may be spent to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2).
6. **No Re grants.** Grantee shall not regrant any part of this grant.
7. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by the Trust or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other purpose. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between the Trust and Grantee or any other entity.
8. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under Internal Revenue Code 501(c)(3) and is a public charity described in Internal Revenue Code Sections 509(a)(1) or 509(a)(2) or is described in Internal Revenue Code Sections 170(c)(1) or 511(a)(2)(B).
9. **Notice.** Grantee shall give the Trust immediate written notice of any change in Grantee's tax-exempt or public charity status.
10. **Publications; License.** Any information contained in publications, studies, or research funded by this Grant shall be made available to the public following such reasonable requirements or procedures as the Trust may establish from time to time. Grantee grants to the Trust an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this Grant at the sole discretion of the Trust.
11. **Grant Announcements.** Grantee shall submit in advance to the Trust, for review and revision at the sole discretion of the Trust, any announcements Grantee intends to make regarding the grant, and any publications referring to the Grant Grantee intends to

publish, other than in its annual reports or tax returns. The Trust may include information on the Grant in its periodic public reports.

12. **Terrorist Activity.** Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.
13. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Trust, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, or in expending or applying the grant funds, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of the Trust, its officers, directors, employees, or agents.
14. **No Agency.** Grantee and not the Trust is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
15. **Waivers.** The failure of the Trust to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
16. **Remedies.** Grantee shall repay to the Trust any portion of the grant funds which is not spent or committed for the charitable purposes of this Agreement. If the Trust determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Trust may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and the Trust may demand the return of all or part of the unexpended grant funds, which Grantee shall immediately repay to the Trust. The Trust may also avail itself of any other remedies available by law.
17. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
18. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
19. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina applicable to contracts to be performed entirely within the State. For the purpose of any action or proceeding arising out of or relating to this Agreement, each of the parties hereto irrevocably (a) submits to the exclusive jurisdiction of the state courts

of North Carolina and to the jurisdiction of the United States District Court for the Western District of North Carolina and (b) agrees that all claims in respect of such action or proceeding shall be heard and determined exclusively in any North Carolina state or U.S. federal court sitting in the County of Buncombe, North Carolina.

Please have an authorized officer of your organization sign this Agreement and return it to the Trust. Please send it to Leah Jones-Marcus, IONgrants@dht.org or 890 Hendersonville Rd, Ste 300, Asheville, NC 28803. Please keep a copy of the signed Agreement for your files.

On behalf of the Trust's Board and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,



Antony Chiang, JD
Chief Executive Officer
Dogwood Health Trust

Accepted on behalf of organization by:

Authorized Signature

Date: _____

Name

Title