Thank you for your interest in the Brownsville Foundation for Health and Education grant process. Following this cover page, you will find the *grant guidelines, application* and a *letter of agreement*. Please submit signed agreement and grant application by the deadline for your grant request to be considered. Kindly include five **additional** copies of the grant application only, for a total of six grant applications. Please do not supply additional copies of the letter of agreement or any requested documentation, such as your organization's IRS 990. If your organization is not required to complete an IRS 990, please submit documentation substantiating that claim and send a copy of your organization's most recent audit or financial review.

Please do not staple or bind any documents except with paper clips or binder clips. Please **do not** include any items not requested in the grant guidelines and application.

The deadline for grant proposals to be received is 4:00 p.m. on January 29, 2027. You may mail your grant or hand-deliver it to United Way of Southern Cameron County, 634 East Levee St., Brownsville, TX. Grants received after the deadline will not be considered for the 2027 grant cycle. You will receive a letter notifying you of the Board's action on your proposal immediately following such action. **No information about the status of your proposal is available prior to the mailing of the official letter of notification**.

Sincerely,

Wendy Hanson
Administrator, Brownsville Foundation for
Health and Education

BROWNSVILLE FOUNDATION FOR HEALTH & EDUCATION
FOUNDATION GRANT
LETTER OF AGREEMENT

Dear Applicant:

The Directors of the Brownsville Foundation for Health & Education (the "Foundation") appreciate your interest in its Foundation Grant program. To apply, please read this letter carefully and return a signed copy of it along with the completed application and any required attachments. Your acknowledgement of this letter evidences your intention to comply with the requirements set forth herein.

1. Purpose. The Brownsville Foundation for Health & Education Grants (the "Foundation Grants") were established to enable, through the provision of financial assistance, the creation or continued operation of a variety of health care, educational and charitable activities designed to improve the quality of life in the Brownsville community.
2. Eligibility. The Foundation Grants will be awarded to organizations which are (i) government instrumentalities (such as state universities) or (ii) organizations which are tax exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (the "Code").
3. Application Procedure. Organizations applying for the Foundation Grants should prepare a specific proposal as outlined in the Grant Guidelines. The proposal should detail the type of charitable, educational or health care program to be undertaken, the organizations involved, Supervisor and any other personnel involved, the duration of the program and an approximate budget. The proposal must be approved by, and submitted by, the requesting organizations and such organization's Supervisor. In addition to the specific information required in the application, the Foundation Grant proposal much include:
    - **a.** Evidence of the participating organization's domestic governmental or tax-exempt status, or a letter from counsel in case of foreign entities stating the same;
    - **b.** Evidence that the participating organizations and their Supervisors have agreed to involvement in the Foundation Grant program or project and agree to supervise the individual applicant; and
    - **c.** Written evidence from the participating organization's insurance company that the participating organization's policy will cover the proposed Foundation Grant project.
4. Selection Process. Each Foundation Grant proposal will be received by, and approved or rejected by, a committee consisting of:
    - **a.** Representatives of the Foundation,
    - **b.** Experts in the field unrelated to the participating organization or its Supervisor, as selected by the Foundation.
5. Foundation Grant Payments. Upon submission of evidence that an organization whose Foundation Grant proposal has been approved ("Grantee"), the Foundation may award the full annual amount of the Foundation Grant to the participating organization. The Grantee or Grantees will hold such funds in an account segregated from its general funds.
6. Financial Reports. The Grantee may be required to submit quarterly reports by the fifteenth (15th) day of the first month of the following quarter, showing how all funds have been used during the previous quarter. If not received by the last day of the first month following each such quarter, the Foundation, as its discretion, may (i) demand return of the remaining funds or (ii) take such other action, without limitation, as is required to ensure that the funds are being spent in an appropriate manner.

The Grantee, through its Supervisor, has the duty to report any temporary postponement of the Foundation Grant project and/or permanent termination of the project within fifteen (15) days of any such postponement or termination. In the case of a temporary postponement, the Grantee shall continue to hold any remaining Foundation Grant funds in a segregated account. A temporary postponement of more than twelve months shall be deemed a permanent termination. In the case of permanent termination of the Foundation Grant project, any unused funds will be returned to the Foundation within thirty (30) days of termination.

The Foundation specifically reserves the right to obtain any funds which have been improperly used from the Grantee and/or any individual associated with such Grantee.

i) The Grantee has a duty to disclose (i) with their original or renewal application and (ii) at any time during the Foundation Grant project, a grant or similar funding received from another source. Such a disclosure shall include the source and amount of the grant.

7. Renewal and Final Report. The Grantee shall submit a written report to the Foundation by December 31 of the year awarded, the Foundation Grant period.

The final report shall be in a form suitable for publication. The Grantee shall retain all ownership rights in such final report, but the publication, either written or oral, of the final report must mention the Foundation as sponsoring, in whole or in part, the Foundation Grant project.

8. Indemnification. The Grantee or Grantees, and their Supervisors (the “Indemnitors”) hereby unconditionally agree and covenant to protect, defend, indemnify, and hold harmless the Foundation and any insurers thereof that might be liable to any party under state or federal law from, against and for any at all law suits, liability, damages, claims, causes of actions and expenses associated therewith, including attorneys fees, arising out of or directly and indirectly attributable to either the Foundation Grant, the Foundation Grant project for which the Foundation Grant was awarded and any and all matters related thereto. The Indemnitors further agree to investigate, handle, respond to, provide defense for and defend against any claim, demand or suite at their expense and agree to bear all other costs and expenses related thereto, even if such claim, demand or suite is groundless, false or fraudulent. The obligation of the Indemnitors hereunder is joint and severable, absolute and unconditional and shall not be subject to any counter claim, deduction or defense based upon any claim which the Indemnitors, either solely or collectively, may have against the Foundation and shall not be affected or released by the merger or consolidation of the Foundation into or with any other entity or by any action, failure or omission on the part of the Foundation to enforce any right or remedy that it may have hereunder, or by any indulgence or extension to, or waiver or acquiescence in any default by the Foundation or its successor or assigns, or by any bankruptcy, insolvency, reorganization, liquidation, or similar proceedings by the Foundations or by any failure on the part of the Foundation for any reason to conform or comply with any of the terms of this Letter Agreement, or by any other circumstances whatsoever which may vary the risk of the Foundation hereunder. This Letter of Agreement shall bind the heirs, successors and assigns of the Indemnitors, including, without limitation, any entity to which the any of the Indemnitors may convey or otherwise transfer their properties substantially as an entirety and cause such entity expressly to assume their obligations hereunder (provided that no such conveyance or transfer shall have the effect of releasing the Indemnitors from any such obligations), and shall inure to the benefit of the Foundation, and its successors and assigns.
9. Miscellaneous. Nothing herein shall be construed as creating an employer/employee relationship between Foundation and the Grantee or any individuals associated therewith. The Grantee, with the assistance of its Supervisor, shall be solely responsible for the means and manner of performing the Foundation Grant project agreed to hereunder and as such is an independent contractor within the meaning of the laws of the United States.

The undersigned applicant, through its Supervisor, hereby acknowledges that they have read the above provisions and agreed to be bound by them for the duration of the Foundation Grant project if the Applicant is awarded a Foundation Grant by the Foundation.

Authorized Signer:

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Brownsville Foundation for Health & Education
General Grant Guidelines

1. Purpose. Brownsville Foundation for Health & Education (the “Foundation”) was established in 1986 to provide grants to deserving organizations, primarily in Brownsville, Texas and other Texas communities. Foundation is particularly interested in providing direct or indirect support to the health care and education of the Brownsville community through its grants.

2. Eligibility. Grants will be awarded to organizations whose purposes and activities further the general goals of Foundation. All such organizations must be either (i) government instrumentalities (such as state universities) or (ii) organizations which are exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954 (the “Code”).

3. Applications. Foundation will accept applications for grants at any time during the year; however, grants received after the last business day of January in any year will be considered the following year.

4. Selection process. Each grant application will be reviewed by, and approved or rejected by the Trustees of Foundation within a reasonable time after it is submitted. The Trustees may, in their sole discretion, request that one or more qualified experts in a particular field assist them in making their selections. For example, if Foundation anticipates making a grant for research in a particular area of medicine, the Trustees may request that a physician practicing in that particular area of medicine review and recommend action with respect to such applications.

5. Payment of Grants. Grants will be paid in one lump sum, unless the award letter states that the grant will be paid on a reimbursement basis. Subsequent grants to the same organization must be applied for, reviewed and approved separately.

6. Reports. The grantee organization shall submit a written report to Foundation outlining how the funds were spent by December 31 of the year the grant is awarded. If the funds are to be expended over a long period of time, the grantee organization shall submit a written report within one (1) year of the date of the initial grant outlining how funds have been spent to date and how the remaining funds will be spent. Foundation may require further reports from the grantee organization if the Trustees deem such reports to be necessary, or, if the Trustees reasonably believe the remaining funds will be spent properly, no further reports shall be required.

7. Misuse of Funds. Foundation specifically reserves the right to obtain any funds which have been improperly used.

Proposal Format

Your proposal should answer the following questions in this order. **Do not include photographs or other images in your proposal.** Tell your story in text. Number your pages.

Print **six copies (original plus five copies)** of your proposal in black on plain white paper, and **submit** by the deadline. **Do not staple the proposals**. Staples may be used for the attachments requested on the next page.

1. Name and address of applicant organization.
2. Name, phone number and email of primary contact.
3. What is your organization's mission?
4. What is the amount of your request?
5. What is the purpose of the grant?
6. When do you need the funding?
7. Have you applied for funding for this project from other sources? If so, list the sources, amount requested, and status of the request (pending/approved/denied).
8. Provide a detailed project budget including all revenues and expenditures.

Include **one copy** of the following:

- a listing of all Directors and Officers of your organization.
- IRS tax exempt determination letter indicating that your organization is exempt under 501(c)(3) and a copy of the most recent Form 990 filed with the IRS (if you are not required to file IRS Form 990 please send documentation substantiating your exemption)

or

If you are a government instrumentality, attach a letter from your legal counsel stating that you are an organization described in Sections 170(b)(1)(A)(v) and 170(c)(1) of the Code.

Do NOT provide additional copies of these items. Only one copy per proposal package is required.

Please use this checklist to ensure your proposal is correct and complete. <u>Submit the checklist with your proposal package</u>:

Verified by (initial)	Checklist item
	One original Letter of Agreement signed by the appropriate authority. May be stapled.
	One list of organization's officers and directors. May be stapled.
	One copy of the most recently completed IRS990 or a letter from legal counsel explaining why organization is exempt from filing. May be stapled.
	One copy of the organization's IRS tax exempt determination letter.
	Six proposals, (original plus five copies) including detailed revenue and expenditure budget and numbered pages, printed with black ink on white paper containing text only, bound with paper clip or binder clip.
	Verify your project budget and ensure it balances (revenues = expenditures).
	Verify that no additional documents, letters, cover pages, brochures, annual reports or other materials are included in the package.
	Mail or deliver your proposal to BFHE, 634 East Levee Street, Brownsville TX 78520.