



Garden Grant Agreement

This Garden Grant Agreement, made and effective this _____ is by and between:

Whole Kids Foundation, a nonprofit corporation incorporated in the State of Delaware (the "Grantor"), recognized by the IRS as tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") located at 550 Bowie Street, Austin, Texas, 78703; and

The School Board of Broward County, Florida (the "Grantee"), for the Broward Youth Treatment Center, located on 1400 NW 14th Court, Fort Lauderdale, FL, 33311

In furtherance of its tax-exempt mission to improve children's nutrition and wellness with the goal of ending the childhood obesity epidemic, Grantor hereby agrees to make the following grant to the Grantee and the Grantee hereby accepts such grant under the terms and conditions set forth below:

I. The Grant

The Grantor hereby awards the Grantee a grant in the amount of Two Thousand Dollars (\$2,000.00). This grant is made to the Grantee in a single payment to be used to support an edible educational garden project that will help children engage with fresh fruits and vegetables, as provided in the Grant Application and related information submitted to the Whole Kids Foundation by the Grantee, which is incorporated by reference herein. Specifically, the grant funds will be distributed or used on behalf of garden project at the following school or organization:

Grantee Tax-Exempt Status

Grantee represents that it is currently a tax-exempt organization described in Section 501(c)(3) of the Code (but not a private foundation or a Type III supporting organization described in Section 509(a)(3)(B)(iii)); an exempt operating foundation described in Section 4940(d)(2); or an organization described in Section 170(c)(1) or Section 511(a)(2)(B). Grantee shall immediately give written notice to the Foundation if its federal tax-exempt status ceases or materially changes.

III. Use of the Grant Funds

The following conditions are meant to comply with the obligations under the Internal Revenue Code to make reasonable efforts and establish adequate procedures to see that grant funds are spent solely for the charitable purposes for which they were granted, and to obtain full and complete records on how grant funds have been expended.

- A. **Charitable Uses.** All grant funds must be expended by the Grantee for charitable, scientific, literary, or educational purposes within the meaning of Section 170(c)(2)(B) of the Code. The Grantee hereby agrees to return to the Grantor any grant funds, as well as any interest earned thereon, not used for these purposes.
- B. **Prohibited Uses.** In no case may grant funds be used for any of the following purposes: to carry on propaganda, or otherwise attempt to influence legislation or the outcome of any specific public election; or to undertake any activities for a non-charitable purpose within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code.
- C. **Accounting.** Although the grant funds need not be physically segregated, such funds must be recorded and accounted for separately on Grantee's books for ease of reference and verification, to the extent possible. Records of receipts and expenditures under the grant, as well as copies of reports submitted to the Grantor, must be retained and should be kept on file for at least six years following completion of such receipts and expenditures. Grantee's books and records are to be made available for the Grantor's inspection at reasonable times.
- D. **Reporting.** The Grantee agrees to provide the information requested by Grantor in response to a mid- and/or end-of-year



survey regarding use of the grant funds and the Grantee's edible educational garden project. Such information may include, but not be limited to, photographs of the garden project/activities upon which the grant funds were expended, and accounts of such expenditures.

IV. Termination

Grantee expressly agrees that any use of the grant funds for any purposes other than those specified in Section 170(c)(2)(B) of the Code will terminate Grantor's obligation to make any payments under the grant. Grantor, at its sole option, may terminate the grant (and this Grant Agreement) if (i) Grantee tax-exempt status ceases or is materially altered pursuant to the terms of Section II above; or (ii) in Grantor's sole and reasonable judgment, Grantee becomes unable to carry out the purposes of the grant, ceases to be an appropriate recipient for accomplishing the purposes of the grant, or fails to comply with any of the conditions hereof. Grantor may enforce this right of termination immediately if any of the listed bases for termination remain uncured or unresolved (in Grantor's sole and reasonable discretion) for more than fifteen (15) days after Grantor has given Grantee notice of the basis for termination. If Grantor terminates the grant (and this Grant Agreement), then Grantee must, upon Grantor's request, provide Grantor with a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.

V. General Provisions

- A. The validity, interpretation, and performance of this Grant Agreement will be controlled by and construed under the laws of the State of Texas.
- B. This Grant Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, discussions, or representations, oral or written with respect to the subject hereof. Neither party may assign or transfer this Grant Agreement, or any of the duties or obligations, rights, or remedies (whether in whole or in part) under this Grant Agreement, without the prior written consent of the other party.
- C. The term "Grant Agreement" includes any amendments, modifications, or supplements therein. The terms, provisions, and conditions of this Grant Agreement may be modified, altered, amended, changed or supplemented only by a writing signed by an officer of the Grantor and the Grantee.
- D. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Grant Agreement.

Executed by or on behalf of Grantor and Grantee as follows:

GRANTOR:

By: 

Name: Nona Evans

Title: Executive Director, Whole Kids Foundation

Date: April 11, 2018

GRANTEE:

(Corporate Seal)

ACCEPTED BY:

**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**

By _____
Nora Rupert, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith Digitally signed by Janette M. Smith
Date: 2018.05.18 13:17:55 -04'00'

Office of the General Counsel