

**Funding Agreement
Between
Collin County and Elm Grove Historical Cemetery Association**

That Collin County (hereinafter referred to as “County”) and Elm Grove Historical Cemetery Association, a Texas non-profit organization, acting herein through its duly authorized representative (hereinafter referred to as “Association”)’ enter into this Funding Agreement to set out the terms and conditions governing the award of County funds to the Association for the purposes set out herein.

WHEREAS, the Collin County Commissioners Court (“Commissioners Court”) finds that the expenditure of public funds to the Association is in the best interest of Collin County and its citizens; and

WHEREAS, the County has determined that historical preservation and education may be promoted most effectively by implementing this agreement; and

WHEREAS, the Commissioners Court finds that expending public funds for the purpose stated above is a valid public purpose; and

WHEREAS, Collin County has funds available through the Collin County Historical Commission’s Grant Program to enable the County to award **\$4,856.00** to the Association for the purposes set forth in this Agreement; and

WHEREAS, the County and the Association find that this Agreement will benefit the residents of Collin County by protecting and promoting Collin County’s rich history; and

WHEREAS, this agreement will support or advance the mission of the Collin County Historical Commission (“Historical Commission”); and

WHEREAS, the Association, through the application process, has demonstrated that it has the ability to perform such services.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

ARTICLE I.

This Agreement provides the terms and conditions under which the County will make available the sum of **\$4,856.00** to be used to support the Association by providing funds for items described in the application. In consideration of the County providing funding specified herein, the Association shall abide by the terms and conditions of this Agreement.

ARTICLE II.

The Association shall use any and all funds furnished by the County under this Agreement for the purposes outlined herein and in Exhibit “A” (attached).

1. Should the Association wish to utilize funds for any purpose other than those stated in the Application, such change in fund usage must be:
 - a. Approved by the Association's Board, as evidenced by the official minutes of the Board authorizing the change;
 - b. Approved by the Historical Commission, as evidenced by official minutes of the Commission;
 - c. Approved by Commissioners Court.

All expenditures of Historical Commission grant funds must comply with this Agreement and its attachments.

Unexpended and unencumbered grant funds will revert to the County.

ARTICLE III.

The Association may not assign any interest in this Agreement, whether in whole or part, without prior approval of the Historical Commission and the Commissioners Court, as reflected by Commissioners Court Order.

ARTICLE IV.

The County enters into this Agreement with the Association for the purposes enumerated in Article I. The Association asserts and agrees that the Association is an independent contractor and not an officer, agent, servant or employee of the County. The Association has exclusive control over the details of the activities necessary to accomplish the purposes outlined herein and in Exhibit "A", and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondent superior does not apply between the County and the Association, its officers, agents, employees, contractors, subcontractors and consultants. Further, this Agreement does not create a partnership or joint enterprise between the County and the Association.

ARTICLE V.

The County agrees to fund the cost of items described in Exhibit "A" in an amount not to exceed **\$4,856.00**. The County shall issue a check for the entire grant amount to the Association; the Association in return is responsible for submitting to the Historical Commission a final report (due by the end of the grant period) on the project for which the grant was awarded, including a detailed description of the expenses for what the grant award was used. This final report is a non-negotiable requirement for grant funds, non-compliance of which will necessitate the repayment of all grant award money by the Association to the County. In addition, any balance of grant award money not spent by the end of the grant period will be returned by the Association to the County. The Association shall be responsible for any costs exceeding the grant award maximum.

The Association shall display "Funded in part by the Collin County Historical Commission" on any advertising and promotional items for the project, and the Historical Commission must be mentioned as a sponsor of the project in any publicity. The

Association shall also provide final report summary at the completion of the funding period, or at the conclusion of the program, whichever comes first, to the contact identified on Exhibit "A". The Association must also maintain participating membership in good standing with the Historical Commission's County Historical Organization Coalition All projects for which the County has provided funds through the Historical Commission's Grant Program must be accessible and available to everyone, except where programs are age specific (e.g., children's programs).

ARTICLE VI.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement.

ARTICLE VII.

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

ARTICLE VIII.

SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE IX.

ENTIRE AGREEMENT. This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE X.

SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE XI.

IMMUNITY. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE XII.

TERM. This Agreement shall be effective upon execution by both parties and shall continue in effect until the project is completed, or until the end of the grant cycle in which this award was given, whichever comes first.

ARTICLE XIII.

The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

ATTEST:

COUNTY OF COLLIN, TEXAS

By: Hilary Mark
Name: Hilary Mark
Title: Admin Secretary
Date: 8/8/17

By: Keith Self
Name: Keith Self
Title: County Judge
Date: 8/8/17

Executed on this 8th day of August, 2017, by the County of Collin,
pursuant to Commissioners' Court Order No. 2017-545-08-07

APPROVED AS TO FORM:

**ELM GROVE HISTORICAL
CEMETERY ASSOCIATION**

By: _____
Name: _____
Title: _____
Date: _____

By: Joe G. Kelley
Name: Joe G. Kelley
Title: Board President
Date: 07/17/2017

Executed on behalf of the Elm Grove
Historical Cemetery Association

EXHIBIT "A"

The County will provide the following funding assistance:

- For Elm Grove Historical Cemetery
 - Marker repair, cleaning and leveling of monuments

Total funding \$4,856.00

Contact Information

Final reports should be submitted to:

Collin County Historical Commission
Grants Program
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

Questions should be directed to:

Larry Collins
Chair, Grants Program
Collin County Historical Commission
Email: lcollins46@att.net

**Elm Grove Historical Cemetery Association
Project Manager Contact**

(must be able to answer specific questions regarding project)

Name: Jerry Edwards
Address: 14598 Holly Leaf
Frisco, TX 75035
Phone: 972-978-9675
Fax: _____
Email: sedwards61@gmail.com

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Elm Grove Historical Cemetery Association, Inc.

2 Business name/disregarded entity name, if different from above

Print or type
 See Specific Instructions on page 2.

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other (see instructions) ▶ _____

4 Exempt payees (other payees apply only to certain entities; not taxpayers; see instructions on page 3):

Exempt payee code (if any) 1

Exemption from FATCA reporting code (if any) A

Apply to accounts maintained outside the US.

5 Address (number, street, and apt. or suite no.)
P.O. Box 815

6 City, state, and ZIP code
Westminster, TX 75485

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN), if you do not have a number, see *How to get a TIN* on page 3.

Social security number

7	5	-	1	9	4	5	3	8	7
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OR

Employer identification number

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Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Peggy M. Edwards* Date ▶ *7/17/2017*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments, information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MSVC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1099 (home mortgage interest, 1099-E (student loan interest), 1099-F (rulings))
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing this filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.