

October 26, 2006

Mr. Ron Haugen
Gadsden Independent School District
Drawer 70
Anthony, NM 88021

Dear Mr. Haugen:

The Paso del Norte Health Foundation is pleased to inform you that a grant has been awarded in the amount of \$45,628.70 to the Gadsden Independent School District for Two Should Know 2006-2007: Parents Should Know under the Two Should Know Initiative.

The Memorandum of Agreement is included with this mailing. This letter does not substitute for the signed agreement and no costs should be incurred until the agreement is completed. Please return one original signed Memorandum of Agreement.

We are looking forward to working with you in this meaningful partnership to improve the health of our region. In the meantime, should you have any questions about this grant award please contact Michael Kelly at (915) 544-7636.

Sincerely,

Ann G. Pauli
President and CEO

cc: File

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into on 10/26/2006 by and between Paso del Norte Health Foundation (Foundation) and Gadsden Independent School District (Grantee). The grant period begins on 11/1/2006 and ends on 10/31/2007. This agreement supersedes all other agreements either written or verbal for Two Should Know.

Agreement:

Foundation agrees to make a grant to Grantee for Two Should Know 2006-2007: Parents Should Know. The grant amount is for \$45,628.70 and is payable within 15 days after receipt of signed MOA or by the following schedule:

11/10/2006	\$22,814.35
5/18/2007	\$22,814.35

and is subject to the following conditions.

- 1) Grantee agrees to perform the Program presented in Grantee's proposal received on 9/5/2006.
- 2) Grantee agrees to provide the Foundation with timely progress and financial reports regarding the Program in accordance with the following schedule:

1/31/2007	Progress & Financial Report
4/30/2007	Progress & Financial Report
7/31/2007	Progress & Financial Report
11/30/2007	Final & Financial Report

The grant progress and financial reports will be sent to the **Paso del Norte Health Foundation at 1100 N. Stanton, Ste. 510, El Paso, Texas 79902.**

- 3) The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require partial refund of any grant funds if the Foundation finds that such action is necessary (a) because the Grantee has not fully complied with the terms and conditions of this grant; (b) to protect the purposes and objectives of this grant or any charitable interest of the Foundation; (c) the Grantee loses its 501c3 tax-exempt status or all other relevant tax exempt code sections. The Foundation will notify Grantee immediately after it discovers any problems or concerns of non-compliance.
- 4) All sums not used by Grantee for the purposes of the Program remain the property of the Foundation and shall be returned to the Foundation at the end of grant period. All funds not expended for the purposes for which the grant is being made shall be returned to the Foundation unless the Foundation has agreed in writing to an extension of the grant period. The Foundation is not responsible for cost overruns or "unallowable charges" that are not consistent with performing the scope of work within the Foundation's approved budget.
- 5) Requests for all budget revisions exceeding 10% of the grant total or of the scope of the original proposal must be submitted in writing to the Foundation for approval.
- 6) All print and promotional materials and activities developed for this Program must identify the Paso del Norte Health Foundation as the funding agency and must be coordinated with the Foundation.
- 7) The Foundation reserves the right to collect equipment purchased with grant funds at any time after the conclusion of the grant period.
- 8) The Foundation reserves the right at any time to review, audit, or request reasonable access to any or all of the Grantee's financial records. Grantee agrees to provide reasonable access to requested records to Foundation.

- 9) As a private foundation, we must document that our grant is expended for a charitable or educational purpose, therefore, the grantee agrees to use the funds exclusively to carry out the Program described and agreed to under the terms of this Memorandum of Agreement.
- 10) Funds provided through this agreement must not be used to lobby, to influence the outcome of any election, or to carry on any voter registration drive. (See below for definition of lobbying).

"The Internal Revenue Service (IRS) defines which activities are legal for foundations to engage in by describing what is not legal. Most foundations may not lobby. This includes both direct lobbying - any communication with legislators that attempts to influence legislation, where specific legislation is referred to, and a view on the legislation is given - and grassroots lobbying - communications that refer to specific legislation, reflect a view on the legislation, and include a call to action which is defined as a statement directing the reader to contact their legislator."

- 11) The Foundation requests notification if your organization at any time changes its status from an exempt organization under the IRS code 501(c)(3) and is not still classified as a publicly supported organization pursuant to IRC (a)(1), (2), or (3).
- 12) Grantee shall indemnify, defend and hold the Foundation, its officers, directors, agents and employees harmless from any liability or loss resulting from judgments or claims against them arising from negligent acts or omissions of Grantee, its officers, agents or employees pertaining to the activities to be carried out pursuant to the obligations of this agreement; provided, however, that Grantee shall not indemnify and hold the Foundation harmless from claims arising out of the negligence or willful malfeasance of the Foundation, its officers, agents, or employees, or any person or entity not subject to Grantee's supervision or control.
- 13) The Foundation may terminate this agreement at any time if the Grantee is found to be in breach of this contract.

Agreement is accepted by signing below.

"Foundation"
Paso del Norte Health Foundation

By: *Ann G. Pauli*
Ann G. Pauli, President/CEO

Date: *10-27-06*

"Grantee"
Gadsden Independent School District

By: _____
Mr. Ron Haugen, Superintendent

Date: _____

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