AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Grant Award; El Pomar Foundation; Gunnison County Oral Health Project; $20,000

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Elm Pomar Foundation

Term Begins: 1/1/2014 **Term Ends:** 12/31/2014 **Grant Contract #:**

Summary:
This is a grant award to provide the Gunnison Oral Health Project that will provide on-site dental screening to children as well as work with local dentists to address oral health needs. This will allow for 8-10 hrs/week of coordinator time.

Fiscal Impact: $20,000

Submitted by: C. Worrall **Submitter's Email Address:** Cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This is a new dental program. It is not included in the 2014 County Budget. A Budget Amendment has been prepared if approved. This will cover salary and operating cost. No match required.

Reviewed by: GUNCOUNTY1\BCOWAN Discharge Date: 1/9/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

ok db 1/10/14

Reviewed by: GUNCOUNTY1\DBAUMGARTEN Discharge Date: 1/10/2014 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 1/14/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 1/21/2014 Follow Up Agenda Date:

Revised April 2013

RECEIVED
JAN 0 2014

ROBERT J. HILBERT
Chief Financial Officer

December 31, 2013

Mr. Matthew Birnie
County Manager
Gunnison County
Health and Human Services Departments
225 N. Pine Street
Gunnison, CO 81230

Dear Mr. Birnie:

The Trustees of El Pomar Foundation are pleased to advise you that your organization has been selected to receive a grant through the Foundation's Regional Council. The San Juan Regional Council recommended this grant in recognition of your continuing achievement in service to the people living in the San Juan region of Colorado.

This award results in a grant of $20,000 to support the Gunnison County Oral Health Project. Our check is enclosed.

The objectives of the grant are as follows:

- Provide 200 on-sight dental screenings and fluoride varnish applications in childcare settings, Crested Butte and Lake Elementary Schools
- Facilitate one event during the year that convenes health care providers to discuss best practices

This grant is contingent upon the enclosed General Grant Terms and Conditions. Please acknowledge your acceptance of this grant in the space provided at the bottom of the General Grant Terms and Conditions and return one copy to the Foundation by **January 22, 2014.**

Please note that a final report is due on this grant on or before **December 31, 2014.** For your convenience, our final report form can be downloaded from our website at www.elpomar.org. Upon completion, your final report can be mailed, faxed to 719-577-5702, or e-mailed to grants@elpomar.org. Should you have any questions or need further clarification, contact our Grants Administrator, Mary Rose Corser, at 719-577-7061.

The Trustees extend their best wishes for your organization's continuing success.

Sincerely,

Robert J. Hilbert
RJH:mrc
GC / 24164

c: Carol Worrall
enc:

EL POMAR FOUNDATION
10 LAKE CIRCLE
COLORADO SPRINGS, COLORADO 80906
TEL: (719) 633-7733 FAX: (719) 471-6181
email: rhilbert@elpomar.org
www.elpomar.org

EL POMAR FOUNDATION
GENERAL GRANT TERMS AND CONDITIONS

In addition to the specific terms outlined in our grant award letter dated 12/31/2013 to which these general terms and conditions are attached, El Pomar Foundation (the "Foundation") is awarding this grant to you contingent upon the following terms and conditions:

STATUS AS A GOVERNMENTAL ENTITY. You do hereby certify that you are a governmental entity as defined under Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code") which includes a State, a possession of the United States, or any political subdivision of the foregoing, or the United States or the District of Columbia. In cases where your governmental connection may not be obvious, you agree to provide the Foundation with adequate documentation verifying your association as a governmental entity.

You acknowledge that your organization is not controlled directly or indirectly by the Foundation.

USE OF GRANT FUNDS. This grant (together with any income earned upon investment of the grant proceeds) is restricted to the purpose specified in the grant award letter and is to be spent in accordance with your proposed budget. Any part of the grant funds not so used must be returned promptly to the Foundation.

You agree that the activities funded by this grant are charitable, educational, scientific or literary (as those terms are defined in Section 170(c)(2)(B) of the Code) and, more specifically, that all expenditures will be for exclusively public purposes.

You acknowledge that the Foundation has not earmarked the use of the grant funds or any portion thereof for another organization, an individual or for any lobbying activity.

You affirm that the charitable purpose of this grant will be fulfilled within the State of Colorado.

You agree that no member of the Foundation's staff or Trustees (or a related party) will receive a financial benefit as a result of this grant.

You agree not to pledge or otherwise encumber any real property acquired as a result of this grant.

FINAL REPORT. The Foundation will require that you submit a final report on the use of the grant by the date specified in the grant award letter. This report should give an accounting of how the grant was spent as compared to the budget submitted in your grant proposal, the progress made in accomplishing the objectives of the grant, and any other information you feel would be relevant in allowing the Foundation to evaluate the grant.

If the grant simply provided general operating support, a copy of your annual financial statement (preferably audited) for the year (or years) funded will be sufficient as a final report.

PAYMENT OF GRANT. The payment of this grant will be as specified in the grant award letter, unless the foundation approves a written request for a different schedule. If payments are conditioned upon receipt of progress reports or other required documentation, delays may occur if these documents are not submitted timely or if the Foundation determines there is a lack of reasonable progress in the funded activity.

RELIANCE ON FUTURE FUNDING. You acknowledge that the representatives of the Foundation have made no any actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project. Continued funding can only be obtained through submission of additional proposals in accordance with the Foundation's policies and guidelines.

REQUIRED NOTIFICATION. You are required to provide the Foundation with immediate written notification in the event of: (a) an inability to expend the grant for the intended purposes; or (b) any expenditure made from this grant for any purpose other than those for which the grant was intended.

GRANT EVALUATION. You will exercise full control over your project's administration, management and any subsequent disbursement of funds. The Foundation's role will consist of reasonable oversight to allow for the proper evaluation of this grant. You agree to permit the Foundation, at its request, to have reasonable access to all files, records, and personnel necessary to make such financial audits, verifications or program evaluations as may be necessary or appropriate. In addition, you agree to maintain such records as will permit the Foundation to easily check the use of grant funds and to keep these records for at least four years after the final report is submitted.

PUBLICITY. Please clear with us any public announcement of this grant. If this grant provides the majority funding for the acquisition of real or personal property, we would request that appropriate identification be placed on the item showing that it was a gift of El Pomar Foundation.

MODIFICATION. This grant agreement sets forth all of the terms of this grant and replaces all prior understandings and agreements. The purposes, terms and conditions of this grant award may not be changed or modified without the express written consent of the Foundation.

DISCONTINUANCE. The Foundation may discontinue, modify or withhold any payment under this grant award or terminate the grant and require a total or partial refund of any of the grant funds if, in the Foundation's sole judgment, such action is necessary: (a) because of a violation of the terms and conditions of this grant; (b) to protect the purposes and objectives of this grant or any other charitable interest of the Foundation; or (c) to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this grant; or (d) to protect the Foundation's financial ability to carry out its programs.

In the event funds are returned or the grant is terminated, you acknowledge that the Foundation will have no further obligation to you in connection with this grant.

GOVERNING LAW. All questions of law which may arise in the administration of this grant shall be determined in accordance with the laws of the State of Colorado.

INDEMNIFICATION AND HOLD HARMLESS: In consideration for El Pomar's awarding this grant, your organization, its employees, agents or assigns agree to hold harmless, indemnify, release and forever discharge El Pomar, its officers, agents, employees, affiliates, attorneys, successors and assigns from and against any and all judgments , actions, claims, suits, losses, damages, and expenses resulting from, related to or in any way connected with this grant.

AUTHORITY. The undersigned represents that he/she is the duly authorized chief executive officer of the Grantee and as such is empowered to accept this grant on behalf of the Grantee and to obligate the Grantee to observe all the terms and condition of the grant.

Executed on the behalf of: Gunnison County

By: _____

Printed Name: _____

Title: _____

Date: _____

GCPH / 24164

KEEP THIS COPY FOR YOUR RECORDS