AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Community Foundation of the Gunnison Valley, 2015

Action Requested: County Manager Signature

Parties to the Agreement: Community Foundation of the Gunnison Valley and Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Signature needed for Choice Pass to receive the Grant check from the Community Foundation

Fiscal Impact: $2,300 for 10 month period beginning July 1, 2015

Submitted by: Michelle Elias **Submitter's Email Address:** melias@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/15/2015

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

Comments:
ok db 7/17/15

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/17/2015 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/17/2015

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

Agenda Date: 7/21/2015

Revised April 2015

COMMUNITY FOUNDATION of the GUNNISON VALLEY | CFGV here for good

2015 Community Grant Cycle
GRANT CONTRACT

ORGANIZATION: Gunnison County Substance Abuse Prevention Project (GCSAPP)

AMOUNT AND DURATION: **$2300** over a **10 month** period beginning July 1, 2015.

PURPOSE: **GCSAPP Choice Pass Program**

1. Use of Grant Funds Grant funds may be used only for the purpose(s) referenced above. In compliance with Executive Order 13224 of the United States' Patriot Act, this grant will not be used to support named terrorist organizations or those who may be otherwise associated with terrorists. The Community Foundation of the Gunnison Valley acknowledges that "support" does not include non-violent activities intended to protect or promote constitutional rights. If monies are not expended by the Grantee in the time period named, the Foundation may ask for their return.

2. Payment of Grant Funds The grant funds will be paid by the Foundation in one installment at or following the Grant Celebration on Wednesday, July 15. The payment of funds is contingent on receipt of this executed contract.

3. Certification and Maintenance of Exempt Organization Status You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501(c)(3) of the Code, and "not a private foundation," within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"), or have a fiscal sponsor, such as the County of Gunnison or Gunnison Watershed School District RE1J. You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity.

4. Report You will submit a full and complete report to the Foundation on the use of the grant funds, compliance with the terms of the grant, and the progress made toward achieving the goals of the grant by 5:00 p.m., April 30, 2016, using the 2015 Grant Report available online in 2016. You also agree to a) supply the Foundation with photos suitable for use in publications and on the Foundation's website and certify you have permission from any individuals in said photo to use for publication and b) insert the computer widget we supply to link from your funding recognition page to the Foundation website or create your own reciprocal link.

5. Records You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately in an easily-checked format.

6. Acknowledgment of Support All websites, program materials, manuscripts, papers, releases, exhibits or interviews prepared for scientific meetings, the public or private press, magazines, periodicals, radio, television or other means of communication dealing with the activities or achievement of the work of the grant shall acknowledge the Foundation's support as outlined in the accompanying letter.

7. Future Funding You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate. Please note that CFGV requires groups that have received funds for three consecutive years to sit out one funding year.

8. Modification This agreement and the accompanying letter set forth all terms of the grant and replace all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation.

9. Applicable Law This agreement will be construed in accordance with the laws of the State of Colorado.

Community Foundation of the Gunnison Valley

Pamela G. Montgomery, Executive Director

GUNNISON COUNTY GCSAPP

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(OFFICER, DIRECTOR, OR TRUSTEE OF THE GRANTEE)

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FISCAL SPONSOR, IF APPROPRIATE