AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Acceptance #8169; Temple Hoyne Buell Foundat

Action Requested: Other signature BOCC & County Manager

Parties to the Agreement: BOCC & Temple Hoyne Buell Fo.

Term Begins: 9/1/16 **Term Ends:** 8/31/2017 **Grant Contract #:** 8169

Summary:

Grant for general operating expenses for Early Childhood Council.

Fiscal Impact: $10,000

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

Finance Review: (●) Required ( ) Not Required

Comments:
Renewal of on-going program. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 9/14/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 9/15/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 9/15/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 9/20/2016

Revised April 2015

BUELL FOUNDATION
Investing in Colorado's Future

August 26, 2016

Matthew Birnie, County Manager
Gunnison County
225 N. Pine Street
Gunnison, CO 81230

Re: Grant # 8169

Dear Mr. Birnie:

The Trustees of the Temple Hoyne Buell Foundation are pleased to inform you that a grant has been approved in the amount of $10,000.00 for general operating support for the Gunnison Hinsdale Early Childhood Council. All funds are limited to activities not covered by Race to the Top-Early Learning Challenge Fund. Please reference the grant number in any correspondence related to this grant.

This grant has been approved based upon the following terms and conditions:

1. Tax Exempt Status: The organization is a nonprofit recognized by the Internal Revenue Service as a public charity as described in Sections 501(c)(3) and 509(a)(1) of the IRS Code of 1986 as amended (the "Code") or a governmental agency organized under the laws of the State of Colorado.

2. Expenditure of Funds: This grant, and any income earned upon investment of grant funds, is made for the charitable purposes outlined above and may not be expended for any other purpose without this Foundation's prior written approval. The grant period is *9/1/2016* through *8/31/2017*. Any unexpended funds, or funds used for purposes other than those allowed by this agreement, must be returned to the Foundation upon written notice.

3. Records and Reports: You are required to keep the financial records with respect to this grant and to provide this Foundation with a written report summarizing the use of all grant funds after funds have been expended and other reports as we may reasonably require. All records shall be retained for at least four years following the year in which all grant funds are fully expended.

4. Required Notification: You are required to provide this Foundation with *immediate written notification* of (a) any change in your organization's tax-exempt status, (b) any inquiry or audit by the Internal Revenue Service, (c) your inability to expend the grant for the purposes described in this letter, or (d) any expenditure from this grant made for any purposes other than those for which the grant was intended. Additionally, you must submit a written request to us *in advance* if the funds cannot be expended within the stated grant period.

5. Reasonable Access: You will permit this Foundation and its representatives reasonable access to your files, records, accounts, and personnel for purposes of making such financial audits, verifications, or program evaluations as this Foundation deems necessary or appropriate concerning this grant award.

6. Condition of Grant: This grant is conditioned upon your acceptance of the terms set forth above, and this Foundation reserves the right to discontinue, modify, or withhold any payment under this grant award, or to

request a refund of any grant funds, if it reasonably determines that your organization has not fully complied with the terms and conditions of this grant.

7. Publicity: This Foundation may include information concerning this grant, including the amount and purpose of the grant and any related materials (including your logo and trademark and other information about your organization and its activities) in the Foundation's periodic public reports, newspapers, and news releases. You will obtain the Foundation's approval, which shall not be unreasonably withheld, concerning the text of any proposed publicity concerning this grant prior to its release.

8. Representations: Your representations contained in this letter are true and may be relied upon by the Foundation. You will immediately notify the Foundation in writing if you fail to comply with any provision of this letter or if any of your representations are no longer true.

If the conditions of this grant meet with your approval, please sign and return one copy of this letter ***with original authorized signatures*** to the Foundation within 14 days after its receipt. A check will be issued within three weeks of our receipt of the signed contract.

Congratulations on this recognition of your important efforts. We look forward to working with you during the coming year.

Sincerely,

Susan J. Steele

Susan J. Steele
Executive Director

AGREED AND ACCEPTED BY THE UNDERSIGNED AUTHORIZED SIGNATORIES
(all signatures below are required):

x _____
Signature, Commissioner
Gunnison County

Printed Name:_____

Title:_____

Date:_____

x _____
Signature, County Manager
Gunnison County

Printed Name:_____

Title:_____

Date:_____

x _____
Signature, Coordinator
Gunnison Hinsdale Early Childhood Council

Printed Name:_____

Title:_____

Date:_____