AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Contract; Community Foundation of the Gunnis

Action Requested: County Manager Signature

Parties to the Agreement: Juvenile Services and CFGV

Term Begins: July 1, 2018 **Term Ends:** 4/30/2019 **Grant Contract #:**

Summary:

CFGV grant contract requiring County Manager signature

Fiscal Impact: $1800

Submitted by: Meghan Dougherty **Submitter's Email Address:** mdougherty@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, can be managed in the 2018 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/5/2018

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

Comments:

Reveiwed by: GUNCOUNTY1\mhoyt Discharge Date: 7/12/2018 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 7/13/2018

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

Agenda Date: 7/17/2018

Revised April 2015

COMMUNITY FOUNDATION OF THE GUNNISON VALLEY
2018 Community Grants
GRANT CONTRACT

ORGANIZATION: **Gunnison County Juvenile Services**

AMOUNT AND DURATION: **$1,800** over a 10 month period beginning July 1, 2018

PURPOSE: **Family Advocacy Support Team**

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 for the purpose and in the time period named above, 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 July 18, 2018. 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 and any change in key leadership responsible for achieving the grant's purpose.

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, 2019, using the 2018 Grant Report available in FluidReview. 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 it 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 and you give the Foundation reasonable access to files and records as it deems necessary concerning the grant and to maintain such files and records for a period of at least four years after completion or termination of the project.

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. The Foundation may review and approve the content of any proposed publicity prior to release.

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.

Family Advocacy Support Team

Pamela G. Montgomery, Executive Director
Community Foundation of the Gunnison Valley

DIRECTOR / MANAGER

BOARD PRESIDENT OR LEGAL AUTHORIZING OFFICIAL

COMMUNITY FOUNDATION OF THE GUNNISON VALLEY
2018 Community Grants
GRANT CONTRACT

ORGANIZATION: **Gunnison County Juvenile Services**

AMOUNT AND DURATION: **$1,800** over a 10 month period beginning July 1, 2018

PURPOSE: **Family Advocacy Support Team**

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 for the purpose and in the time period named above, 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 July 18, 2018. 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 and any change in key leadership responsible for achieving the grant's purpose.

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, 2019, using the 2018 Grant Report available in FluidReview. 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 it 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 and you give the Foundation reasonable access to files and records as it deems necessary concerning the grant and to maintain such files and records for a period of at least four years after completion or termination of the project.

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. The Foundation may review and approve the content of any proposed publicity prior to release.

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.

Family Advocacy Support Team

Pamela G. Montgomery, Executive Director
Community Foundation of the Gunnison Valley

DIRECTOR / MANAGER

BOARD PRESIDENT OR LEGAL AUTHORIZING OFFICIAL