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: BOCC & Community Fo of Gunnison Valley

Term Begins: 7/1/18 **Term Ends:** 4/30/2019 **Grant Contract #:**

Summary:

This is funding to help hire a bilingual position within NPP to get trained in NPP curriculum & offer parenting classes in Spanish. A recent stakeholder mtg. as part of City grant revealed need for parenting classes.

Fiscal Impact: $1,050

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in the 2018 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 7/6/2018

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 CFGV here for good

MEMORANDUM

To: CEOs, Executive Directors and Board Chairs or Presidents of Grantee recipients of Donor Advised Funds of the Community Foundation of the Gunnison Valley
From: Pam Montgomery, Executive Director
Date: January 27, 2017
RE: Federal Legislation and Required Grant Document

On August 17, 2006 President Bush signed into law the pension Protection Act of 2006, which contains charitable reform provisions that, among other things, affect donor advised funds. In order to comply with these provisions, the Community Foundation of the Gunnison Valley has policies and procedures in place to make our due diligence transparent.

Restrictions on quid pro quo benefits
Our policies and Federal law strictly prohibits charitable grantees from providing *quid pro quo* benefits to donors or persons related to a donor as a result of gifts from donor advised funds. Our policy was in place before the Pension Protection Act and was adopted to ensure accurate deductibility of donor contributions. Federal income tax rules explicitly restrict *quid pro quo* arrangements. This form is one more piece in the puzzle of the due diligence process in which the Foundation vets grants.

***Quid pro quo* benefits defined**
Quid pro quo benefits are defined as any goods or services that are provided to a donor advisor, or persons related to the donor advisor, that have been assigned a monetary value by the charitable organization. Examples may include but are not limited to: fees, dues, tuition, benefit/fundraising event tickets, and goods bought at auction. Grants may also not fulfill a pre-existing pledge to the recommended charitable organization.

Federal penalty for violations
Federal law imposes substantial financial penalties on individuals who receive for quid pro quo benefits as a result of a gift from a donor advised fund will be taxed. The Foundation would also be penalized.

Community Foundation action for violations
If at any point we learn that your organization has provided a *quid pro quo* benefit to a donor advisor or related party for a gift made from a donor advised fund, your agency will no longer be eligible to receive grant funds, whether donor advised, designated or competitive, from the CFGV for a period of time to be determined by the Foundation's Board of Directors, in its sole judgment.

Documentation
We require your CEO, Chairman, President or Executive/Managing Director to sign our "Statement Regarding Quid Pro Quo Benefits" (on the reverse side). This statement, which will be mailed to you the first time each calendar year you are recommended for a donor advised grant, or donor advised funds are part of the annual competitive grant cycle, acknowledges that you have read and agree to adhere to CFGV policy.

Please see reverse for signature page.

Post Office Box 7057 · Gunnison, CO 81230 · www.cfgv.org
GUNNISON: 970/641-8837 CRESTED BUTTE: 970/349-5966 FAX: 970/641-0443

Annual Statement and Guidelines Regarding
Donor Advised Funds and Quid Pro Quo Benefits
For Donor Advised Fund Grant Recipients

Effective Date:
From Date of Receipt through End of Grant Period

Through its Donor Advised Fund program, the Community Foundation of the Gunnison Valley (CFGV) works with a wide range of individuals, families, charitable entities and businesses whose charitable interests advance CFGV's mission and the missions of the nonprofits we support. Donor advisors or their designees may make recommendations concerning the distribution of grants from funds held exclusively for charitable purposes. *While the law expressly recognizes the right of living donors to make recommendations from time to time regarding a donor advised fund, IRS regulations clearly state that the CFGV's governing body must exercise final discretion concerning the expenditure of such funds. IRS rules strictly prohibit the use of donor advised funds to satisfy a personal pledge or to confer a quid pro quo benefit to the donor advisor or related parties.*

By this letter I acknowledge and agree to adhere to CFGV's donor advised grant policies (described above and on the reverse side).

By accepting any donor advised grant from CFGV, your organization certifies that 1) this grant may not be used to satisfy the payment of a pledge or other personal or corporate financial obligation on behalf of the above-referenced Fund Advisor(s); and 2) no goods or services (memberships, tickets to events, goods bought at auction, benefits of a personal or corporate nature, etc.) will be provided to any individuals or entities as a condition of this grant. Please note that "Fund Advisors" includes related persons as described in Section 4967 of the Internal Revenue Code.

I agree to use reasonable efforts to educate my staff and volunteers about these legal and policy restrictions. Should such a benefit be provided, I understand that the Community Foundation of the Gunnison Valley will treat our organization as ineligible for grant support in any form for a period of time to be determined by the Foundation's Board of Directors.

Signed: _____

Title: _____

Please print name here: _____

Organization: _____
(Please print the full name of your organization)

Email Address: _____

Date: _____

Please return this signed form to the Community Foundation of the Gunnison Valley by mail or as an email attachment (margie@cfgv.org). Questions may be directed to Pam Montgomery at 970-641-8837. Thank you for your assistance and compliance.

COMMUNITY FOUNDATION OF THE GUNNISON VALLEY
2018 Community Grants
GRANT CONTRACT

ORGANIZATION: **Gunnison County Health and Human Services**

AMOUNT AND DURATION: **$1,050** over a 10 month period beginning July 1, 2018

PURPOSE: **Nurturing Parenting 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 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.

Pamela Montgomery

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

Nurturing Parenting Program

DIRECTOR / MANAGER

BOARD PRESIDENT OR LEGAL AUTHORIZING OFFICIAL