AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Grant Award; Daniels Foundation

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Daniel's fund - Gunnison County

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

Summary:

new grant for 2020-2021

Fiscal Impact:

Submitted by: Kari Commerford **Submitter's Email Address:** kcommerford@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, included in 2020 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/25/2020

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

Comments:
ok db 7/2/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 7/2/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 7/2/2020

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

Agenda Date: 7/7/2020

Revised April 2015

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DANIELS FUND

June 22, 2020

Mr. Jonathan Houck
Gunnison County Commissioner Chairperson
Gunnison County Substance Abuse Prevention Project
200 East Virginia Ave
Gunnison, CO 81230

Dear Mr. Houck,

On behalf of the Daniels Fund, it is a pleasure to provide a grant to Gunnison County Substance Abuse Prevention Project ("Grantee") in the amount of $50,000 for the Substance Abuse Prevention Project. The specific terms of your grant are described in Schedule A.

To comply with the Internal Revenue Code ("Code") and as a condition to receiving the grant, we ask that you make the following agreements with respect to the grant.

1. Grantee agrees to use the grant and any income therefrom, exclusively for the specified purposes. No part of the grant and any income therefrom may be used for purposes other than charitable, scientific, or educational purposes within the meaning of 170(c)(2)(B) of the Code. Any modification of the use of the grant and any income therefrom, is subject to the prior approval of the Daniels Fund.

2. Grantee represents and warrants to the Daniels Fund that it is a governmental unit referred to in section 170(c)(1) of the Internal Revenue Code. Additionally, the organization will use the grant and any income therefrom for exclusively public purposes.

3. Grantee will return to the Daniels Fund any unexpended grant funds at the close of the grant period. Unexpended funds will be promptly returned if the following occurs:

    a. The Daniels Fund determines that the grantee organization has not performed in accordance with these terms, or in accordance with the purposes as represented in the approved request upon which the grant was based.

4. Grantee will not directly or indirectly use any portion of the grant funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office.

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5. Grantee will not, directly or indirectly, use any portion of the grant funds to participate in or organize voter registration initiatives.

6. Grantee will not, directly or indirectly, use any portion of the grant funds to carry on propaganda or otherwise attempt to influence legislation.

7. No part of the grant funds may be used for a grant to any organization considered to be a private foundation for federal tax purposes unless you comply with the applicable "expenditure responsibility" provisions of the Code.

8. No part of the grant funds will be paid to any Daniels Fund director, officer or associate for any purpose.

9. Grantee will continue to observe policies of nondiscrimination in employment, board membership and in the use of these funds and the provision of service as represented to the Daniels Fund in your request for funding.

10. Grantee will maintain adequate financial records related to the expenditure of grant funds and will make these records available to the Daniels Fund or its representative at reasonable times, if requested. Records related to the grant will be retained for at least four (4) years after grant funds are fully expended.

11. Grantee will use the name, logo or other information identifiable with the Daniels Fund only upon the written consent of the Daniels Fund communications office. A copy of all published media will be provided to the Daniels Fund. Grantee agrees to allow the Daniels Fund to use the name, logo or other information identifiable with Grantee in the Daniels Fund's periodic reports and media releases.

12. Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this grant, without prior written approval from the Daniels Fund.

13. By accepting this grant, Grantee agrees that neither the Daniels Fund nor any of its officers, directors, associates or agents, assumes any responsibility or liability regarding the grant or its use. Grantee is solely responsible for the acts, conduct, behavior and actions of its officers, directors, employees, agents, and partners with respect to the use and administration of the grant, including the responsible use and administration of the grant in accordance with all laws, rules and regulations, and best business practices.

14. Grantee did not provide any goods or services in consideration, in whole or in part, for the grant funds.

15. The Parties agree that either or both parties may execute this Agreement in counterparts by signature of the original or transmittal of a signed copy by any electronic means in accordance with the C.R.S. 24-71-101 by affixing an electronic signature that complies with the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 et seq. for electronic signatures.

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SCHEDULE A

DESCRIPTION OF GRANT

Grant Maker:	Daniels Fund 101 Monroe Street Denver, Colorado 80206 Tax ID: 84-1393308 Tel: (303) 393-7220
Grant Recipient:	Gunnison County Substance Abuse Prevention Project 200 East Virginia Ave Gunnison, CO 81230
Tax ID:	84-6000770
Tax Status:	Government Entity
Amount of Grant:	$50,000
Purposes of Grant:	Substance Abuse Prevention Project
Grant Period:	Funding is for this specific period: July 1, 2020 - June 30, 2021
Grant Payment Terms:	Full payment will be released within approximately 30 days of receipt of this signed Letter of Agreement.
Special Conditions:	N/A
Expected Outcomes:	Over the next 12 months, the result of this grant will be the implementation of the Substance Abuse Prevention Project, including the Choice Pass Program with over 650 youth participants taking the non-use pledge. At least 85% of the participants will report having a conversation with parents about the dangers of alcohol and drugs. At least 95% of participants taking the non-use pledge will report complete abstinence.
Grant Recognition:	Grant recipients occasionally wish to express their appreciation with plaques or other commemorations of the support they have received. While we are grateful for these acknowledgements, we ask that you put those funds to use benefiting the communities you serve, rather than on a gift for us.

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Reporting Requirements:

Within thirty (30) days after the end of the grant period, Gunnison County Substance Abuse Prevention Project will submit a Grantee Final Report to the Daniels Fund. The link to the online report form will be sent to the grantee at least thirty (30) days before the report due date.

Organizations are not eligible to apply for additional funds from the Daniels Fund until the grant period has been completed and the Grantee Final Report has been received.

To acknowledge this agreement and accept the grant, please review the grant terms in this letter and in Schedule A. Please execute the Letter of Agreement via DocuSign. After receipt of this fully executed LOA via DocuSign, we will issue payment pursuant to the grant payment terms outlined in Schedule A.

One of the guiding principles of the Daniels Fund is our belief that boundless opportunity can exist for each and every individual. The work of organizations such as Gunnison County Substance Abuse Prevention Project helps make this a reality. On behalf of the Daniels Fund, we wish you every success.

Sincerely,

DocuSigned by:
Kristin Todd
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Kristin Todd
Executive Vice President

Grant Recipient: Gunnison County Substance Abuse Prevention Project

Signature: _____

Name: _____

Date: _____