Type of Meeting: Administrative Matters
Name of requestor: Kerri Rollins x6004, Sue Schneider x 6014
Department: Extension
Preferred appearance date: 12/18/2018  Time required: 10
Date decision needed: 12/18/2018

Objective: Discuss approval of Next50 Initiative funding granted to Larimer County Extension for expansion of Senior Access Points project

Situation: The Senior Access Points (SAP) project is a collaboration among Larimer County Extension, the Larimer County Office on Aging, the Partnership for Age-Friendly Communities, and CSU’s Department of Human Development and Family Studies. As the SAP agency lead, Larimer County Extension has been awarded a 2-year grant totaling $149,500 to expand the work of Senior Access Points. The overall project goal is to help connect rural and isolated residents in Larimer County to aging-related resources and services. This new funding will allow us to extend our collaborations, train rural Ambassadors, and build sustainability for our outreach efforts. SAP has developed a web-based portal (LarimerSeniors.org) to help Larimer County residents identify resources, services and supports for older adults and caregivers. Through a volunteer Ambassador program, SAP provides education and outreach to front-line community center staff, medical offices, and county residents to educate them about LarimerSeniors.org, the availability of Options Counseling with the Larimer County Office on Aging, and other aging guides and resources. Through collaborations with No Wrong Door partners, health systems and medical providers, CSU’s Center for Healthy Aging and gerontology program, and community coalitions like the Partnership for Age-Friendly Communities, Senior Access Points is able to identify outreach opportunities while not duplicating efforts.

Proposal: Approve the grant contract with Next50 for $149,500 (which does not require any match from Larimer County) to support work in three areas:

Goal 1: Raise awareness among rural and isolated residents about the availability of aging-related resources
Goal 2: Extend collaboration among providers serving the aging population in order to reduce barriers for residents seeking aging-related resources.
Goal 3: Build sustainability for continued outreach and collaboration

Additional funds required: Yes
FOPAL: 101-221000-EXT002-45101

Advantages: Data from Larimer County’s 2018 Community Assessment Survey for Older Adults (CASOA) report indicate that there is a downward trend in residents’ perception of the availability of preventative health services and awareness of community resources. In fact, “Community Information” was the second worst scored component (out of six). The Senior Access Points project helps Larimer County residents become familiar with aging-related resources available in their community, before a crisis hits. Through a user-friendly website (LarimerSeniors.org), community education and outreach, SAP aims to decrease barriers that individuals face in asking for and receiving help. This grant will help us reach residents in all areas of our county so they know who to call and where to search for help, whether their need be transportation to a medical appointment, home health care or options for housing assistance. Our work furthers the collaboration that exists in our community to support age-friendly communities.

Disadvantages: There are no known disadvantages to accepting these grant funds.

Requested action: The Larimer County Board of Commissioners supports the work of the Senior Access Points collaborative and approves and accepts the grant of $149,500 from the Next50 Initiative to continue work increasing awareness of aging-related resources in Larimer County.

Potentially Affected Interest: • Older adults and caregivers in Larimer County
• Agencies and organizations serving older adults and caregivers
• Collaborators with Senior Access Points

Level of Public Interest and Participations: Low

Audio/Visual/Computer Needs: None - may have a summary handout
GRANT AGREEMENT

This GRANT AGREEMENT (the “Agreement”) is made effective this ___ day of _______ 20___ (the “Effective Date”) by and among NextFifty Initiative, a Colorado nonprofit corporation (“NFI”), and Board of Larimer County Commissioners, for Larimer County Extension (“Grantee”). NFI and Grantee are each sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Recitals

A. NFI is a private foundation described in section 501(c)(3) of the Internal Revenue Code (the “Code”).

B. NFI desires to make a Grant (as defined in Section 1 below) to Grantee exclusively for charitable, educational, and/or scientific purposes as described in section 170(c)(2)(B) of the Code.

C. NFI has conducted a limited inquiry concerning Grantee and its ability to use the Grant for charitable, educational, and/or scientific purposes

D. Grantee desires to accept the Grant subject to the terms and conditions set forth below.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, NFI and Grantee agree as follows:

1. Grant.

   (a) Amount. NFI shall pay to Grantee the sum of $149,500 at the beginning of the two-year project period to be expended in accordance with the project budget.

   (b) Purpose. Notwithstanding any other provision of this Agreement to the contrary, Grantee shall use the Grant exclusively for charitable, educational, and/or scientific purposes as described in Code section 170(c)(2)(B). Without limiting the foregoing, Grantee shall use the Grant exclusively for “Senior Access Points of Larimer County: Improving Information Access for Rural and Isolated Residents” (the “Project”), and Grantee shall not use any portion of the Grant, or any interest or income therefrom (collectively, the “Grant funds”), for any purpose other than the Project without NFI’s prior written consent. Notwithstanding any other provision of this Agreement to the contrary, Grantee shall repay to NFI any portion of the Grant which is not used for the Project.

   (c) NFI May Reduce Amount of Future Grant Payments. Notwithstanding the provisions of Section 10, with respect to any Grant that is to be paid in multiple Grant payments, NFI may reduce the amount of any Grant payment(s) not already paid, thus reducing the overall
total amount of the Grant, if NFI determines, in its sole and absolute discretion, that the Grant funds then in Grantee’s possession are greater than the amount reasonably necessary to complete the Project or that the Grantee has failed to make significant progress on the Project within the time approved by NFI.

2. **Project Manager.** Grantee’s initial Project manager for the Project is Dr. Sue Schneider (the “Project Manager”). Grantee shall notify NFI within thirty (30) days of any change to the Project Manager or other Key Personnel.

3. **Separate Fund.** If at any time Grantee is or becomes an organization other than an organization described in Code section 501(c)(3), or an organization treated as described in Code section 501(c)(3) under applicable Treasury Regulations, Grantee shall maintain the Grant funds that have not yet been expended for purposes described in Section 1(b) in a separate fund organized and operated exclusively for charitable, educational, and/or scientific purposes.

4. **Reports.**

   (a) **Annual Reports.** Grantee shall submit to NFI full and complete annual reports on the manner in which the Grant funds are spent, the progress made in accomplishing the purposes of the Grant as described in Section 1(b), and compliance with the terms of this Agreement. Each annual report shall provide information as of the end of Grantee’s annual accounting period to which the report relates, starting with the annual accounting period within which Grantee first receives Grant funds, or any portion thereof, and all subsequent periods until the Grant funds are expended in full or the Grant is otherwise terminated. Grantee shall submit each such report to NFI within a reasonable period after the close of Grantee’s annual accounting period for which such report is made.

   (b) **Semi-Annual Reports.** Grantee shall submit to NFI semi-annual reports regarding the progress made in accomplishing the purposes of the Grant as described in Section 1(b). Each such semi-annual report shall cover the period from the beginning of Grantee’s annual accounting period to which the report relates to the date that is six (6) months later, and each such semi-annual report shall be due thirty (30) days after such date.

   (c) **Final Report.** Within a reasonable period of time after the close of Grantee’s annual accounting period during which the use of the Grant funds is completed, Grantee shall make a final report with respect to all expenditures made from the Grant funds (including salaries, travel, and supplies), and indicating the progress made toward the goals of the Grant as described in Section 1(b).

   (d) **Additional Information.** Grantee shall provide NFI such additional information regarding Grantee’s use of the Grant funds and the Project as NFI shall reasonably request from time to time.

5. **Books and Records.** With respect to Grantee’s use of the Grant funds, Grantee shall maintain records of receipts and expenditures and shall make its books and records available to NFI at reasonable times for any purpose, including without limitation to permit NFI, or auditors...
engaged by NFI, to perform an audit, at NFI’s sole cost and expense, regarding Grantee’s use of the Grant funds. Grantee shall keep the records described in the immediately preceding sentence, as well as copies of the reports submitted to NFI pursuant to Section 4, for at least four (4) years after completion of the use of the Grant funds.

6. **Prohibited Uses.** Grantee shall not use any portion of the Grant funds:

   (a) To carry on propaganda, or otherwise to attempt, to influence legislation;

   (b) To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive;

   (c) To make any grant (a) to an individual for travel, study, or other similar purposes or (b) to another organization; or

   (d) To undertake any activity that is not in furtherance of charitable, scientific, and/or educational purposes.

7. **Withholding Grant Payments.** NFI may withhold all or any portion of a Grant payment if NFI determines, in its sole and absolute discretion, that:

   (a) **Diversion of Grant Funds.** Grantee has used all or any portion of the Grant funds for a purpose other the purposes described in Section 1(b). If such a withholding occurs, NFI may distribute to Grantee the withheld Grant payment if, in accordance with Treas. Reg. § 3.4945-5(e)(1), Grantee has (i) provided NFI with assurances that future diversions of Grant funds will not occur and (ii) taken extraordinary precautions to prevent future diversions of Grant funds from occurring. Notwithstanding the foregoing, if Grantee has previously diverted Grant funds to a purpose other than the purposes described in Section 1(b), NFI shall not make any further Grant payments unless, in addition to the foregoing requirements, the diverted Grant funds have also in fact been recovered or restored.

   (b) **Failure to Make Reports.** Grantee has failed to submit to NFI any of the reports required by Section 4 or that any reports submitted by Grantee are inadequate to satisfy the requirements of Section 4. If NFI determines, in its sole and absolute discretion in accordance with Treas. Reg. § 53.4945-5(c) and (e)(2), that such reports have been provided or amended to satisfy the reporting requirements of Section 4, NFI may distribute to Grantee the withheld Grant payment.

   (c) **Other Breaches of this Agreement.** Grantee has breached any other provision of this Agreement not already described in subsections (a) and (b) of this Section 7. If NFI determines, in its sole and absolute discretion, that such breach has been adequately cured or remedied, NFI may distribute to Grantee the withheld Grant payment.

8. **Site Visits.** Grantee shall permit NFI, its officers, directors, trustees, employees, and/or agents to visit any location where Grantee is using or has used the Grant funds or where Grantee is conducting or has conducted the Project, at any time and from time to time, provided
such visits shall be made during normal business hours and NFI shall give Grantee reasonable notice prior to making each such visit.

9. **Public Disclosure.** Grantee shall identify and acknowledge NFI as a source of funding in all public announcements about the Project. With each annual, semi-annual, and final report required by Section 4 of this Agreement, Grantee shall provide to NFI copies of all materials distributed to the public and all public media broadcasts about the Project since Grantee’s last report to NFI to permit NFI to verify Grantee’s compliance with the immediately preceding sentence.

10. **Termination.**

   (a) **When NFI May Terminate.** NFI may terminate this Agreement if:

      (i) **Discrimination.** NFI determines, in its sole and absolute discretion, that Grantee discriminates on the basis of age, race, religion, gender, sexual orientation, or other protected legal status;

      (ii) **Failure to Make Significant Progress.** Grantee has failed to make significant progress on the Project within the time approved by NFI;

      (iii) **Breach of this Agreement.** Grantee has breached any provision of this Agreement;

      (iv) **Dissolution.** Grantee has been dissolved, whether voluntarily or involuntarily, in accordance with applicable law; or

      (v) **Bankruptcy.** (A) Grantee has filed a petition for adjudication of bankruptcy or for reorganization or rearrangement; (B) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantee and is not dismissed within sixty (60) days; or (C) a trustee or receiver is appointed to take possession of substantially all of Grantee’s assets.

   (b) **Notice of Termination; Effects.** NFI shall provide written notice to Grantee of any termination pursuant to this Section 10, and Grantee shall repay to NFI within fifteen (15) days of such notice any Grant funds in Grantee’s possession on the date that such notice of termination was given. If Grantee fails to repay any portion of such Grant funds within such fifteen (15) day period, Grantee shall also pay NFI’s costs and expenses, including reasonable attorneys’ fees, of any legal proceedings for NFI to recover such Grant funds. Notwithstanding Section 10(a)(vi), Grantee shall not repay any Grant funds to NFI if doing so would violate the automatic stay in bankruptcy under 11 U.S.C. § 362. In addition to requiring Grantee to repay Grant funds, a termination under this Section 10 shall cancel any Grant payments under this Agreement that have not already been made.

11. **Intellectual Property.**
(a) Definition of Materials. For purposes of this Agreement, the term “Materials” means any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, electronically, magnetically or digitally recorded materials, or other work in whatever form, including drafts thereof, prepared, produced, created, or discovered by Grantee in completing or performing the Project.

(b) Representation and Warranty. Grantee represents and warrants to NFI that the Materials are or will be the original work product of Grantee and that the Materials do not and will not infringe any third party’s intellectual property rights.

(c) Grant of License to NFI. Grantee grants to NFI a nonexclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, and sublicensable license for noncommercial purposes to use, display, perform, reproduce, publish, copy, archive, excerpt, distribute, create derivative works from, and otherwise disseminate, in whole or in part, any or all of the Materials.

12. Research Involving Human Subjects. If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in the Project will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

13. Indemnification. To the extent permitted by applicable law, Grantee shall indemnify, defend, and hold NFI harmless from and against any and all liabilities, costs, and expenses, including without limitation attorneys’ fees, arising from:

(a) Grantee’s use of the Grant funds;

(b) Grantee’s completing or performing the Project;

(c) Grantee’s breach of this Agreement, including without limitation any tax liability arising from Grantee’s failure to use the Grant funds for the purposes described in Section 1(b) or Grantee’s failure to provide any of the reports described in Section 4; and

(d) Any allegation or claim that all or any part of the Materials infringes upon the intellectual property rights of another.

14. No Commitment for Future Funding. Grantee acknowledges that nothing in this Agreement implies a commitment by NFI to provide additional funding to Grantee beyond payment of the Grant.

15. No Joint Venture. No joint venture, partnership, agency, employer-employee, or similar relationship is or shall be deemed created by this Agreement or the Parties’ related conduct.
16. **Notices.** All notices provided for herein shall be in writing and shall be deemed given to a Party when a copy of the notice, addressed to such Party in the manner provided in this Section, is actually delivered (or when delivery of the notice is refused) by personal delivery, by commercial courier, by successful facsimile and/or e-mail transmission, or by certified or registered mail, return receipt requested, to the addresses for such Party provided in this Section or to such other addresses of which such Party gives the other Party notice under this Section.

All notices for Grantee shall be addressed to Grantee at the following address or such other address of which Grantee gives NFI notice hereunder:

Larimer County Extension  
1525 Blue Spruce Dr.  
Fort Collins, CO 80524  
Attn: Dr. Sue Schneider, Project Manager  
E-mail: sdschneider@larimer.org  
Telephone: (970) 498-6014

All notices to NFI shall be addressed to NFI at the following address or such other addresses of which NFI gives Grantee notice hereunder:

NextFifty Initiative  
950 S. Cherry St. Suite 510  
Denver, CO 80246  
Attn: Margaret Franckhauser  
Email: MargaretF@next50initiative.org  
Phone: (303) 547-1800

17. **Survival.** The provisions of this Agreement which by their terms cannot be completed before the completion of the Project or termination of this Agreement, including without limitation Section 4 (Reports), Section 5 (Books and Records), Section 11 (Intellectual Property), Section 13 (Indemnification), and this Section 18 (Survival), shall survive completion of the Project and termination of this Agreement.

18. **Amendment.** This Agreement may be amended or modified only by written agreement of the Parties.

19. **Assignment.** This Agreement may not be assigned by either of the Parties without the prior written consent of the other Party.

20. **Governing Law.** This Agreement and the rights of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the law of conflicts of any jurisdiction. Venue for all litigation arising from or related to this Agreement shall be in a court of competent jurisdiction in the City and County of Denver, Colorado.
21. **Invalidity.** If any provision of this Agreement is held to be invalid, void, or unenforceable, the same shall not affect the validity of the remainder of this Agreement.

22. **Waiver.** A waiver of any term or provision under this Agreement shall not be construed as a waiver of any other term or provision hereof.

23. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument. Signatures may be exchanged by telecopy or by portable document format (PDF). Each Party to this Agreement agrees to be bound by its own telecopied or PDF signature and to accept the telecopied or PDF signature of the other Party hereto.

24. **Entire Agreement.** This Agreement contains the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements, representations and understandings, if any, whether oral or written, between the Parties respecting such matters.

25. **Headings.** The headings contained in this Agreement are for reference only and shall not be construed to impact the meaning or interpretation of this Agreement.

[Signature page follows.]
IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date set forth above.

GRANTOR

NEXTFIFTY INITIATIVE

By: ________________________________
Name: Margaret Franckhauser, MS, MPH
Title: President & Chief Executive Officer

GRANTEE

BOARD OF LARIMER COUNTY COMMISSIONERS, FOR LARIMER COUNTY EXTENSION

By: ________________________________
Name: __Steve Johnson________________________
Title: __Chair, Board of Larimer County Commissioners____

Attest:

__________________________
Deputy Clerk to the Board