



**FISCAL SPONSORSHIP AGREEMENT
JEFFERSON COUNTY SUSTAINABILITY COMMISSION FUND**

THIS FISCAL SPONSORSHIP AGREEMENT (the "Agreement") is made to be effective as of the 17th day of December, 2020 (the "Effective Date"), by and between COMMUNITY FIRST FOUNDATION, a Colorado nonprofit corporation (the "Foundation"), and the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (the "County").

Explanatory Statement

A. The Foundation has been recognized by the Internal Revenue Service as an organization described in Section 501(c)(3) of the Internal Revenue Code.

B. The County is a political subdivision of the State of Colorado and is therefore eligible under Section 170(c)(1) of the Internal Revenue Code to receive certain contributions that are deductible for federal income tax purposes, so long as such contributions are used for public purposes, but it has neither applied for nor received recognition from the Internal Revenue Service as an organization described in Section 501(c)(3) of the Internal Revenue Code, nor is it required to do so.

C. In 2014, the County's Board of County Commissioners ("BCC") established the Jefferson County Sustainability Commission ("Sustainability Commission") to create an informational clearinghouse and an open compendium of sustainability best practices.

D. By Resolution No. CC20-254, in 2020 the BCC declared addressing Climate Change a critical priority for the County and resolved to develop and implement a Climate Action Plan. The Sustainability Commission will have an essential role in this effort.

E. The County desires to accept donated funds from the corporate and foundation communities and from members of the general public for the purpose of furthering its objectives, but it lacks the resources and expertise to solicit, in its own name and on its own behalf, contributions that are deductible for federal income tax purposes.

F. The Foundation desires to assist the County in raising funds for, and carrying out, the County's objects and purposes.

Terms of Agreement

In consideration of the terms and representations set forth in the preceding Explanatory Statement, which shall be deemed a substantive part of this Agreement, and the mutual promises set forth below, the parties therefore agree as follows:

1. *Solicitation of Funds.* Solely under the terms and conditions set forth in this Agreement, the County and its authorized representatives shall be authorized to solicit gifts, grants, and contributions of cash in the name of and on behalf of the Foundation for the sole purpose of carrying out the programs and activities set forth in Section 2 of this Agreement. The County, for itself and each of its authorized representatives, agrees that all such solicitations shall be made in a manner consistent with the requirements of this Agreement.

2. *Permissible Programs and Activities.* The sole programs and activities for which the County may solicit funds under Section 1 of this Agreement are those that directly relate to the Sustainability Commission's intention to perform a leading role in developing and implementing the County's Climate Action Plan, other sustainability efforts approved by the BCC, and such other County programs and activities as the Foundation may approve in advance of the making of any such solicitations, and any other purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code as may be consistent with the preceding objects and purposes. In the event that any question or dispute should arise between the Foundation and the County as to whether any program and activity is a permissible one for which the County may solicit funds under Section 1 and for which the Foundation may disburse funds under Section 5 of this Agreement, the judgment of the Foundation, exercised in its sole discretion, shall control. In the exercise of such discretion, however, the Foundation shall consider the extent to which such program or activity complies with the requirements of Section 501(c)(3) of the Internal Revenue Code and is consistent with the mission, goals, and objectives of the Foundation.

3. *Communications with Donors.* All prospective donors who may be solicited by the County and its authorized representatives, whose donations the County desires to be administered under this Agreement, shall be advised that any contributions made within the scope of this Agreement shall be made payable or delivered to the Foundation and that all such contributions shall preferably, to the greatest extent possible, be made by means of the Foundation's online charitable giving website, www.coloradogives.org, to be held, administered, and disbursed in accordance with the terms and conditions of this Agreement. All such donors shall be further advised, preferably in writing, that all contributions made payable or delivered to the Foundation

will become the property of the Foundation, over which the Foundation shall be entitled to exercise complete discretion and control, subject only to the Foundation's obligations set forth under this Agreement. The Foundation shall provide such receipts and acknowledgments to persons making contributions that are subject to this Agreement as shall be required by law and as may be consistent with the highest standards prevailing within the fundraising community in Colorado.

4. *Delivery and Custody of Funds.* All amounts of cash and all checks that the County may receive from donors and that the County desires to be administered under this Agreement shall be delivered to the Foundation. The Foundation shall promptly deposit such amounts of cash and such checks, together with contributions paid directly to the Foundation as described in Section 3 above, in its own account (the "Disbursement Account"), which need not be physically segregated from the Foundation's other funds, but which shall be treated as a discrete account on the Foundation's books and records. The Foundation shall account periodically, but no more frequently than quarterly, to the County for its receipt of all moneys and other assets under this Section 4.

5. *Disbursement Procedures.* The Foundation shall consult with the County's designated representatives from time to time regarding the advisability of making disbursements from the Disbursement Account, as well as the nature and scope of such disbursements, and the County shall furnish to the Foundation such receipts, documentation, and other information as the Foundation may request in support of any contemplated disbursement from the Disbursement Account. The parties anticipate that disbursements from the Disbursement Account may be made directly to third parties in accordance with the terms of this Agreement. The Foundation shall make such disbursements from the Disbursement Account as the Foundation may in its sole discretion determine to be necessary or desirable to carry out the programs and activities set forth in Section 2, after consultation with the County.

6. *Investment of the Disbursement Accounts.* The Foundation shall invest the Disbursement Account in accordance with such prudent investment policies and objectives governing such matters as its Board of Directors may adopt or establish from time to time and as are consistent with the reasonably anticipated liquidity needs and expected duration of the Disbursement Account. In the event that the Foundation should commingle the assets of the Disbursement Account with other assets of the Foundation for investment purposes, then the Foundation shall maintain accurate accounts of the Disbursement Account's share of any such commingled investments, and the Disbursement Account shall share in and be credited or charged with a pro rata portion of all investment earnings, gains, and losses with all such other assets. All income, earnings, gains, appreciation, and increases in value relating to the Disbursement Account, whether realized or unrealized, together with all proceeds into which the Disbursement Account may be converted, shall be added to and become a part of the Disbursement Account. All losses, depreciation, and decreases in value relating to the Disbursement Account, whether

realized or unrealized, together with all disbursements from and expenses attributable to the Disbursement Account, shall be charged to the Disbursement Account.

7. *Administration Fees and Expenses.* The Foundation may charge the Disbursement Account a fee for purposes of reimbursing the Foundation for its general administrative costs incurred under this Agreement. The Foundation's fee shall be equal to three percent of the amount of all donations that the Foundation receives pursuant to this Agreement. In the event that the Foundation determines that its expense of administering this Agreement is significantly greater than expected, as a result of a need manually to process a greater than anticipated number of contributions made in the form of paper checks and to issue receipts for those contributions by U.S. mail, the need to supervise disbursements from the Disbursement Account more closely, or otherwise, the Foundation shall be entitled, after consultation with the County, either to terminate this Agreement without penalty or to increase its fee under this Section to an amount that will fairly and adequately reimburse the Foundation for its general administrative costs incurred under this Agreement.

8. *Representations and Warranties of the County.* The County represents and warrants to the Foundation as follows:

- [a] The County is a political subdivision of the State of Colorado and has all necessary power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- [b] The County is not in breach of, and the execution, delivery, and performance of this Agreement will not result in a breach or violation of, any applicable law governing its organization and operation, its rules or practices, or any other agreement to which it may be bound.
- [c] Each individual who executes this Agreement on behalf of the County has the full power and authority to do so, and the execution and delivery of this Agreement by each such individual has been duly and validly authorized by all necessary action by the County.
- [d] This Agreement has been duly executed and delivered by the County and is the legal, valid, and binding obligation of the County, enforceable against the County in accordance with its terms.

9. *Indemnification.* To the extent allowed by law, the County agrees to indemnify and hold the Foundation harmless from and against any and all claims, losses, liabilities, expenses, and costs (including attorneys' fees and litigation expenses), which the Foundation may incur as a result from any act or failure to act by the County or any of its members under this Agreement, including any breach or threatened breach of any of the

representations and warranties made by the County under this Agreement, provided that nothing in this paragraph 9 shall be deemed a waiver by the County of any limits on liability or protections provided by law, including the Colorado Governmental Immunity Act, C.R.S., Section 24-10-101, *et seq.*

10. *Amendment; Further Assurances.* No provision of this Agreement may be amended, waived, or otherwise modified without the prior written consent of both the Foundation and the County. The Foundation and the County each agree to execute and deliver such further assurances, instruments, and documents, and to take such further actions, as the other may reasonably request in order to carry out the intent of this Agreement.

11. *Termination.* Either the Foundation or the County may terminate this Agreement with or without cause at any time upon giving 10 days' written notice to the other. Upon termination, the County shall deliver to the Foundation such an accounting of its activities under this Agreement as the Foundation may reasonably request, and the Foundation shall deliver to the County an accounting of the Foundation's receipt and expenditure of funds in the Disbursement Account since the most recent accounting delivered to the County under Section 4. Also upon termination, neither the County nor any of its authorized representatives shall be further authorized to solicit any funds in the name of or on behalf of the Foundation without the Foundation's written consent. Upon termination, in the event that the County should desire that the Disbursement Account be administered by an organization described in Section 501(c)(3) of the Internal Revenue Code other than the Foundation, then the County shall deliver written instrument to the Foundation directing that the Disbursement Account be transferred to such other organization, which instrument shall identify such other organization and shall be accompanied by a written certification executed by such other organization that it is an organization described in Section 501(c)(3) of the Internal Revenue Code, accepting such transfer, and confirming that it will continue to administer the Disbursement Account for purposes substantially similar to those set forth in Section 2. Within 30 days of the Foundation's receipt of such written instrument and written certification, the Foundation shall transfer the Disbursement Account in its entirety to such other organization.

12. *Deviation from the Purposes of and Restrictions on the Fund.* The Board of Directors of the Foundation shall have the power to modify any restriction or condition on the distribution of the Disbursement Account if, in the sole judgment of such Board of Directors (without the necessity of the approval of any participating trustee, custodian, or agent) such restriction or condition becomes, in effect, unnecessary, undesirable, incapable of fulfillment, or fundamentally inconsistent with the charitable needs of the communities and areas that the Foundation serves.

13. *Tax Matters.* Nothing in this Agreement shall affect the status of the Foundation as an organization described in Section 501(c)(3) of the Code and as an organization that is not a private foundation within the meaning of Section 509(a) of the

Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the requirements of such provisions of the federal tax laws and any regulations issued pursuant thereto. The Foundation shall have all the powers provided in its Articles of Incorporation and Bylaws or otherwise by law in connection with its administration of the Disbursement Account. In addition, the Foundation shall have the power, acting alone, to amend this Agreement in any manner required for the purpose of carrying out the preceding provisions of this Section.

14. *Electronic Signatures.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be in conformance with, and governed by, the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 through 24-71.3-121.

15. *Notices.* The parties shall execute a standard form of the Foundation's Certificate of Authority, which shall include all pertinent information regarding each party's contact information for the purpose of delivering all notices required or permitted under this Agreement.

16. *Officials Not to Benefit.* The County will ensure that no elected or employed member of County government shall directly or indirectly be paid or receive any benefit that may arise from this Agreement.

IN WITNESS WHEREOF, the Foundation and the County have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date, notwithstanding the actual date of execution.


COMMUNITY FIRST FOUNDATION

Date: 12/17/2020

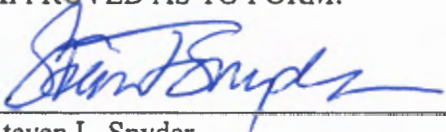
By: 
Kenneth R. Kirwin
its Chief Financial Officer

COUNTY OF JEFFERSON, STATE OF
COLORADO

Date: 12.22.20

By: 
Lesley Dahlkemper, Chairman,
Board of County Commissioners

APPROVED AS TO FORM:


Steven L. Snyder
Senior Assistant County Attorney

Commissioner Tighe moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF JEFFERSON

STATE OF COLORADO

RESOLUTION NO. CC20-350

RE: Board of County Commissioners - Agreement - Community First Foundation Fiscal Sponsorship Agreement to Support the Jefferson County Sustainability Commission

Resolved that the Board of County Commissioners hereby approves the Fiscal Sponsorship Agreement with Community First Foundation to support the Jefferson County Sustainability Commission Fund.

Commissioner Szabo seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner Casey Tighe	Aye
Commissioner Libby Szabo	Aye
Commissioner Lesley Dahlkemper, Chairman	Aye

The Resolution was adopted by unanimous vote of the Board of County Commissioners of the County of Jefferson, State of Colorado.

Dated: December 15, 2020