



Legacy Foundation of Southeast Arizona

Promoting Population Health and Community Wellbeing Throughout Southeast Arizona

December 2, 2018

Dear Judy,

On behalf of the Board of Directors of the Legacy Foundation of Southeast Arizona (the Foundation), I am pleased to inform you that grant funding totaling \$50,000 has been given approval for the Bisbee/Naco Community Activity Path Project. It is mutually understood and agreed that this funding will be used specifically for this Project. The Foundation is proud to be a participant in this Program because it is in alignment with the Foundation's charitable mission. The grant is subject to the Legacy Foundation's requirements and your organization's execution of this Grant Agreement. Your acceptance of this grant and this executed Grant Agreement will constitute your agreement with these requirements.

Once you have reviewed the enclosed Grant Agreement, please sign and return it to the Foundation to acknowledge your agreement with all of the grant funding terms and conditions. You can either mail the agreement to our office or email it to becky.smyth@lfsaz.org.

We are impressed with the work of Cochise County Health and Social Services, and congratulate you on your leadership and commitment to this Program. We look forward to working with you in making this project a complete success for the benefit of the community served.

Sincerely,

Margaret Hepburn, RN, MS, FACHE
Chief Executive Officer

Enclosure:

1. Grant Agreement

*PO Box 1089, Sierra Vista, AZ. 85636
Phone 520-335-6015 Fax 520-335-8566*

GRANT AGREEMENT

GRANT TERM

The grant funding period for this grant is 1 year, as represented in the grant application, commencing on the date the check is issued, and is restricted for the Bisbee/Naco Community Activity Path Project.

REPORTING

As a condition of the grant, you are required to:

1. Provide interim reports and a final report at the end of the project.

The types of items you should include in these reports are:

1. Detailed information on how the grant funds were used.
2. The Financial status of the project and your organization.
3. Client statistics, including how the grant improved the lives of the clients.
4. Performance related to the stated goals in the grant application.
5. Accomplishments, challenges and community impact of the project identified in your application.
6. Course corrections taken.
7. Statements from your staff and/or clients regarding their observations and evaluations of the accomplishments and community impact of the project.
8. Future plans regarding the project and your organization.

Upon request, the Foundation will be pleased to assist you in identifying the key elements and format for the report.

From time to time, the Foundation may request such additional information as we believe is necessary or appropriate. You may be asked to present an in-person report to the Legacy Foundation of Southeast Arizona's Philanthropy Committee or the full Board of Directors.

SITE VISITS

Throughout the term of the grant, periodic site visits by Directors of the Legacy Foundation of Southeastern Arizona may be scheduled.

PUBLICITY AND COMMUNICATION

The Foundation, if it chooses to do so, may:

1. Make public disclosure of the amount and purpose of the grant and the identity of your organization as the recipient.
2. Request Program event notices and reports during the grant funding period and request to be included in your mailing and event invitation lists.
3. Ask that the Foundation have the opportunity to periodically have a representative attend Program-related meetings and events.
4. Require that any external communications and publicity relating to the Program must include a standard public statement such as the following or another mutually agreeable similar statement:

"This [Program name] is funded as a result of generous financial support from the Legacy Foundation of Southeast Arizona, which is an Arizona charitable organization whose philanthropic mission is to promote population health and community wellness throughout Southeast Arizona."

5. Require any public news releases or printed materials that include the name of the Foundation in stated text which would deviate materially from this sample standard public statement must be reviewed and approved by the Foundation prior to submission to the media or printer. Also; it is requested of the Program to provide the Foundation with copies of all Program-related news releases, media, articles, newsletters and brochures.

No principal/agent, partnership, or joint venture relationship is created by this grant or otherwise, nor should any be implied in the news releases or otherwise.

GRANT FUNDING CONDITIONS

1. It is mutually understood and agreed that your organization will give the Foundation prompt written notice of any material change in the Program and that grant funding will be utilized and restricted for the sole purpose of funding the Program for which the Foundation Board has given its approval. Furthermore, you represent to the Foundation that the Program is in alignment with the purpose of your organization as stated in its Articles of Incorporation and Bylaws, that there are no applicable restrictions to those documents, and that you will provide to the Foundation (on request) copies of those

documents with all current amendments, if any. Any portion of the grant funding that is not used for the restricted purposes (or which is used at any time to directly or indirectly support, sustain, or benefit any purposes other than those listed in your grant application without Foundation written approval to do so) must be remitted back to the Foundation.

2. None of the grant funding is to be used for any private benefit, lobbying or political campaign purposes.

3. The grant is being made on the condition that your organization is a tax-exempt organization pursuant to Internal Revenue Code Section 501, or is a government entity, or another tax-exempt charitable, educational or relief organizations and that your organization will immediately notify and consult with the Foundation if the tax status of your organization or the Program changes. It is further understood that this funding is contingent on your organization remaining as the sponsor of the Program and that any proposed change in such sponsor must be approved by the Foundation.

4. Any unused portion of the grant funding will be withdrawn if at any time your organization's public charity status with IRS is terminated and may be withdrawn at the discretion of the Foundation if there are any claims, charges, or investigations of alleged fraud, misrepresentation, crime or regulatory infraction pertaining to the Program, your organization or its principals or affiliates.

5. As a condition of this grant, you agree that you will maintain adequate books and records relating to the Program and that the Foundation will have the right to inspect them upon reasonable notice.

6. Your organization is required to purchase and maintain at all times appropriate levels of Property/Casualty, Premises and General Liability, and Director's & Officers Liability Insurance coverage and provide evidence of such insurance (upon request) to the Foundation.

7. This document constitutes the entire Foundation Grant Agreement with your organization as to its subject matter and any modifications must be in writing signed by an authorized representative of each of the parties.

PAYMENT TERMS:

Once the signed grant agreement letter is returned to the Foundation and all of the due diligence and other requested documentation is received, reviewed and approved by the Foundation, the grant funding will be issued as specified in this agreement.


- \$50,000 to be paid in full on January 17th, 2019

Agreed and Approved:

Cochise County Health and Services, Inc.

Signed by an officer of the grantee duly authorized by its Board to sign this agreement.

By: CARRIE LANGLEY
Print Name


Signature

DIRECTOR, CHSS
Title

12/26/18
Date

Margaret Hepburn, RN, MS, FACHE
Chief Executive Officer

Signature

Legacy Foundation of Southeast Arizona

Date

