



Missoula Community Foundation

PO Box 8806

Missoula, MT 59807

Missoulacommunityfoundation.org

Fiscal Sponsor Grant Agreement Model C - Pre-approved Grant Relationship

On April ____, 2022, the Missoula Community Foundation (Grantor) decided that financial support of the project described in exhibit A will further Grantor's tax-exempt purposes. On the ___ day of April, 2022, the Grantor entered into this commitment. Therefore, Grantor maintains a fund designated for such project, and had decided to grant all amounts that it may deposit to that fund, less any administrative charge as set forth below, to **The City of Missoula** (Grantee) to be used solely for the Affordable Housing Trust Fund, and subject to the following terms and conditions:

1. Grantee shall provide Grantor with its governing documents, a completed and filed IRS Form SS-4 (Application for Employee Identification Number) or other documentation satisfactory to Grantor, showing Grantee's separate existence as an organization.
2. Grantee shall use the grant solely for housing investment as described in Exhibit A and Grantee shall repay to Grantor any portion of the amount granted which is not used for that project. Changes in the purposes for which grant funds are spent must be approved in writing by Grantor before implementation. Changes to City Code or to the City's Affordable Housing Trust Fund do not need Grantor approval, so long as the changes do not result in funds being used for purposes outside of the charitable purposes outlined in Exhibit A. Grantor retains the right, if Grantee breaches this Agreement, or if Grantee's conduct of the project jeopardizes Grantor's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds, and to spend such funds so as to accomplish the purposes of the project as nearly as possible within Grantor's sole judgement. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of this project shall remain the property of Grantee.
3. Grantee may solicit gifts, contributions, and grants to Grantor, earmarked for Grantor's restricted fund for this project. Grantee's choice of funding sources to be approached, and the text of Grantee's marketing and fund-raising materials, are subject to Grantor's prior approval. All grant agreements, pledges, or other commitments with funding sources to support this project via Grantor's fund shall be executed by Grantor. The cost of any reports or other compliance measures required by such funding sources shall be borne by Grantee.
4. Grantor agrees to provide financial oversight and administration of funds earmarked for this project in accordance with approved financial policy, including but not limited to making deposits, compiling up-to-date lists of donors with relevant information, photocopying deposited checks and preparing and mailing required letters to donors. Grantor shall use the distributable funds for the purpose of funding the Grantee's project. The funds dedicated to this specific purpose may be transferred to the Grantee in installments as reasonable and necessary to meet current expenditures as requested by the Grantee, but no more frequently than monthly.
5. An administrative charge of **8%** on each incoming gift shall be deducted by Grantor to defray Grantor's costs of administering the fund and this grant.
6. Grantor will provide Grantee with overall project guidance, including limited marketing & fundraising planning and execution assistance, if desired.

7. Grantee agrees to use best efforts to display Grantor's logo, publicize Grantor's support of the project, and include Grantor in Grantee's organizational history, with the intent of furthering Grantor's goals, purposes and recognition in the community.
8. Nothing in this Agreement shall constitute the naming of Grantee as an agent or legal representative of Grantor for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
9. Grantee shall submit a full and complete report to Grantor as of the end of Grantee's annual accounting period within which any portion of this grant is received or spent. The initial report shall be submitted by Grantee no later than **January 30**, and subsequent reports, if any, shall be due on the anniversary date of the initial report. The report shall describe the charitable programs conducted by the Grantee with the aid of this grant and the expenditures made with grant funds, and shall report on the Grantee's compliance with the terms of this grant.
10. This grant is not earmarked to be used in any attempt to influence legislation within the meaning of Internal Revenue Code (IRC) Section 501 (c) (3). No agreement, oral or written, to that effect has been made between Grantor and Grantee.
11. Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, not to take any other action inconsistent with IRC Section 501 (c) (3).
12. Grantee shall notify Grantor immediately of any change in (a) Grantee's legal or tax status, or (b) Grantee's executive staff or key staff responsible for achieving the grant purposed.
13. Grantor will comply with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.
14. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees or agents.
15. If a dispute arises relating to this contract, and is not resolved, the parties involved in such dispute (Disputants) shall first proceed in good faith to submit the matter to mediation. The Disputants will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date written notice requesting mediation is sent by one Disputant to the other(s), the mediation, unless otherwise agreed, shall terminate.
16. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana applicable to agreements made and to be performed entirely within such State.
17. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Grant agreement effective on the ____ day of April, 2022. This agreement will terminate on the 31st day of March, 2023.

Missoula Community Foundation is Represented By: _____ Title:_____

Signature:_____Date:_____

_____ is Represented By:_____ Title:_____

Signature:_____Date:_____

Exhibit A

Title: Affordable Housing Trust Fund Fiscal Sponsorship

Timeline: March 2022-February 2023

Project Description: The Affordable Housing Trust fund is a project of the City of Missoula. Established in 2020, the Affordable Housing Trust Fund is Missoula's only local source of flexible funding. The Affordable Housing Trust Fund supports the housing policy goals in A Place to Call Home by directing funding for new construction, acquisition and preservation and consumer housing services to support the development and preservation of homes Missoulians with limited incomes can afford. Funds raised through the Msla CF Fiscal Sponsorship will be used to make grants and loans to developers, housing non-profits and other relevant organizations that are implementing projects that create or preserve affordable housing opportunities. No funds for this project will be used to influence legislation. The structure of Affordable Housing Trust Fund is outlined in [Chapter 3.24 of Missoula Municipal Code](#). The Affordable Housing Resident Oversight Committee will direct the revenue raised through Msla CF to activities (construction, preservation and/or consumer housing services) through their annual Allocation Planning process in the fall of each year. City Council approves funding recommendations the scoring committee makes in the spring. No more than eight percent of revenue generated will be directed to the administration of the fund, this does not include fees charged by GiveGab, the giving day platform, and credit card processor.