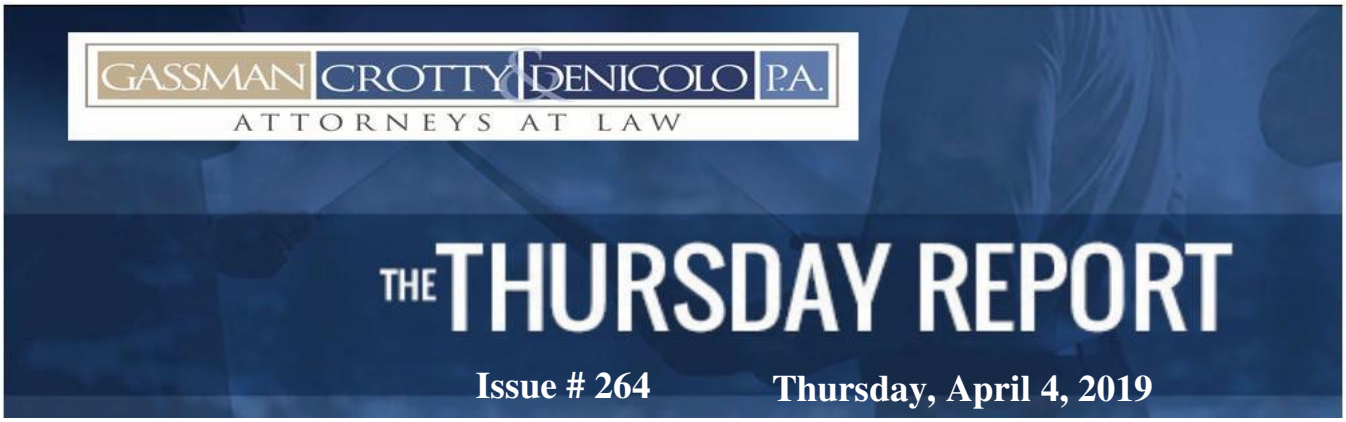

Re: Dedicated to CPA's Everywhere…

Humor free popular demand!

Welcome to April,
And Hay Fever Season.
This is your Thursday Report,
With some rhyme, but little reason.

We've been writing all week,
With high expectation,
That something you see here,
Will cause some elation,

We dedicate this issue to CPA firms,
Some have confided,
They would rather eat Kentucky Fried Worms.

And may we all have many happy returns.

In This Issue:

We welcome contributions for future Thursday Report topics. If you are interested in making a contribution as a guest writer, please email Alan at agassman@gassmanpa.com

This week marks the beginning of spring and as Robin Williams once said, "Spring is nature's way of saying, Let's party!" However, for us Floridians it also means you can run, you can hide, but the pollen will find you.

Can You Delegate Business and Management Activities and still be an Active Business under 199A?

By: Alan Gassman, Kelsey Weiss and Brandon Ketron

EXECUTIVE SUMMARY:

Internal Revenue Code Section 199A provides a 20% tax deduction for "trade or business" income received by individuals and certain trusts from the taxpayer's activities and K-1 income received from entities taxed as partnerships and S-corporations. In order to qualify for the deduction, the trade or business must be an "active trade or business" as defined under Internal Revenue Code Section 162.1

Many taxpayers and advisors have asked whether the activity of a management company or other related or unrelated third parties who assist the taxpayer or business will be considered to be considered to be an extension of the taxpayer in order to facilitate qualification.

The case law demonstrates that this is possible if the taxpayer is ultimately responsible for the risks of the trade or business and will be rewarded with profits in a typical entrepreneurial manner.

DISCUSSION:

An individual owning five rental houses who pays a manager by the hour or based upon a percentage of rent to interview tenants, have leases signed, collect rents, inspect for maintenance and compliance, monitor insurances, and supervise repairs is in the business of renting, notwithstanding whether the taxpayer individually provides these services, or delegates them to one or more contractors, assuming that the landlord will be responsible for this if they don't get the jobs done.

This is supported by several court decisions, beginning with the 1953 Second Circuit decision of Gilford v. Commissioner.2 The Gilford sisters (and some other family) owned eight buildings in Manhattan that were rented out as dwelling units. The Gilfords hired a real estate firm to manage the properties and the cash flow. The firm received all rents, paid expenses and paid each owner his or her share of the net income from the properties.

In determining whether the Gilfords were engaged in a trade or business, the court reasoned that while the owners did not necessarily manage the buildings, "an appreciable amount of time and work was necessarily required on the part of the managing agent" and that "if such management was a 'trade or business,' the sisters were so engaged although they acted only through an agent." Therefore, because the agent worked under the control of the Gilfords, the court determined that they were engaging in a trade or business through the agent.

The Tax Court reaffirmed this view in the 1986 case of Whyte v. Commissioner by stating that "It is well settled that where an agent is acting on behalf of an owner in managing a business, the owner is still considered to be engaged in a trade or business."3

On the other hand, if the property management company guarantees that a minimum rent amount will be received, that expenses will not exceed a certain percentage, or that there will be a guaranteed net income, then this looks much more like an inactive triple net lease. Also, if the owner (or agent) does not work with the rental property regularly, systematically, and continuously, the IRS will likely conclude that the rental property

is an investment as opposed to a trade or business and thus would be disqualified from the Section 199A deduction.

A common situation that seems to be in a gray area is when individuals buy condominium units, time shares, or Co-Ops that are part of a "rental pool" arrangement where the owner does nothing but receive periodic reports of rental income and expenses. In this situation, the owner is not seen by renters or the general public as being an independent business, but still has the risk of loss if rentals are not sufficient to pay expenses.

Tax court decisions have gone both ways in these situations. For example, in the 1997 Tax Court decision of Murtaugh v. Commissioner, a married couple owned a 25% time share, being about three months per year, in two condominium units.4 The couple used a management company as their agent to rent and maintain the units. The Tax Court used the reasoning from Gilford to determine that the couple's ownership was considered a business for tax purposes.

Alternatively, the District Court in Grier v. United States came to the exact opposite conclusion.5 In this case, Mr. Grier inherited a house and rented it out to a single tenant for a twelve year period. The District Court was willing to aggregate the efforts of Mr. Grier and his agent, but nevertheless concluded that their combined activities of renting a single house to a single tenant did not rise to the level of being considered an active trade or business. Mr. Grier did not have to re-rent the house because the same tenant stayed there for twelve years and there were no regularly needed employees for maintenance or repair. Therefore, the court determined that Mr. Grier's ownership of the home constituted an investment rather than a business.

CONCLUSION:

Put simply, in order for an activity to qualify as a trade or business there are two factors: (1) profit motive; and (2) participation in the activity with continuity and regularity. In the situations discussed in this article, it will truly come down to whether the owner has the economic risk or reward under the arrangement, and whether one or more employees or agents spending time working with the property do so, in the aggregate, regularly, systematically, and continuously enough to satisfy the second prong.

Advisors need to reach out to clients to review the economics and business and contractual relationships with respect to management, maintenance and other entities to determine if these tests can be met, and what may need to be done to assure that there will be a Section 199A deduction if otherwise available.

WE HOPE THIS HELPS YOU TO HELP OTHERS.

Why Charitable Clients Should Consider a Private Operating Foundation

by Alan Gassman

Most tax advisors know that individuals who donate to public charities can get a tax deduction based upon the donated asset's fair market value even though it may have a tax basis that is much lower.

Public charities include donor advised funds. Donor advised funds receive charitable donations from individuals who can then advise the donor advised fund on how they would like the assets distributed to various public charities. Generally, the donor advised fund follows the wishes of the donor but is not legally required to.

Community Foundations can generally work the same way but with more flexibility, allowing for the ability to engage in direct charitable activities, for reasonable charges, that enable the Community Foundation to have offices, employees, and other normal amenities.

Many individuals are well advised to give now, so they can receive an immediate tax deduction for gifts and distributions that will not necessarily go to the intended ultimate charity or charitable cause until possibly several years later.

We find that many advisors are not aware that a taxpayer can establish and control a Private Operating Foundation all the while receiving a tax deduction based upon the fair market value of assets given and also enabling the taxpayer to receive tax-free rent and interest income if it engages in the business of leasing out the donated or purchased property or simply lending money. The use of a Private Operating Foundation provides the donor with complete control over the Foundation, subject to the regulations governing Private Operating Foundations.

There are two main differences between a Private Operating Foundation and a regular Private Foundation.

For a regular Private Foundation, a donor will not get a deduction for the fair market value of an appreciated asset, or if a fair market value deduction is taken, the maximum donation that is tax deductible will be limited to 30% of the donor's adjusted gross income instead of the normal, applicable 50% rule.

On the other hand, a Private Operating Foundation must have active charitable activities, or be gearing up to facilitate having active activities.

Active charitable activities can include interviewing scholarship candidates, awarding scholarships, monitoring the progress of students receiving scholarships, providing advice and encouragement, and organizing and conducting award ceremonies.

We have had clients use Private Operating Foundations to distribute blankets during the winter in the Himalayan Mountains, provide housing and scholarship money for students attending an engineering school in India in honor of the client's father who went to school there, counsel, interview, and reward music and science teachers, and own and operate park land that is open to the public.

In one situation, a client who could no longer take depreciation on a rental building contributed the building to a Private Operating Foundation to get a full fair market value income tax deduction. The Foundation now receives rent income tax-free and manages scholarship programs for music and nursing students.

While many wealthy individuals have large charitable foundation dispositions in their estate plans, it can be very beneficial for them to place a small portion of what they eventually intend to leave to charity into a charitable organization that their children, grandchildren, and close friends can operate and develop. By doing so, the donor can provide guidance and enjoy the process of seeing their charitable aspirations come true.

Additionally, Private Operating Foundations have certain expenditure requirements. Such requirements are normally satisfied by having the organization spend at least 4.25% of its net worth on charitable activities or other permitted expenditures, including using money to purchase real estate, buildings, or other assets that will be used for charitable purposes.

Upon closer inspection, the differences between Private Operating Foundation and Public Charities are two-fold.

First, a Public Charity does not have to make distribution requirements. Second, the IRS will generally not grant Public Charity status to an entity that is controlled solely by a donor or a donor's family.

Most advisors believe that there is no way that a Public Charity can be controlled solely by its donors, and that Public Charities must receive significant amounts from the "general public," or at least from individuals who do not control the organization.

These misconceptions can be corrected very easily.

A Public Charity includes any qualified charitable organization that operates a physical school, hospital (or clinic that can fit within the definition of hospital), medical research organization, or a church, synagogue, or temple.

The IRS has approved exempt organization applications (Form 1023) for many Public Charities where the donor or donors have the right to replace the controlling board or trustees. The IRS has also approved many Private Operating Foundation applications with the donor as sole trustee, manager, or director when the Private Operating Foundation plans to become a Public Charity and will not change its charter when this occurs.

Also, in many states, the law requires that there be multiple directors or managers of a not-for-profit corporation, but will often permit a single individual, or less than three individuals, to serve as the trustee of a charitable trust.

In addition, charitable trusts do not need to file Charters with the Secretary of State of the state where the trust is formed and do not have to have Registered Agents or file Annual Reports.

This helps to keep the organization confidential, although it will have to file a Form 1023 Application for Tax Exempt Status and annual Form 990.

A donor to a Private Operating Foundation, who may want to remain anonymous, can establish an LLC in a state that does not require disclosure of ownership or manager and have that LLC apply for a Taxpayer Identification Number and be listed as the donor on the Form 1023 and annual Form 990, which are filed by the organization. While the Form 990 will require disclosure of the ultimate individual donor or donors who own the disregarded LLC, this disclosure will be in the Schedule B to the Form 990, which is typically redacted from Schedule B before the IRS releases the exempt organization's Form 990, so that the ultimate donor may remain anonymous.

While there is much more to know about Private Operating Foundations, a good many charitable taxpayers may conclude that this is the best fit for their charitable aspirations.

We welcome questions, comments and suggestions on the above and can share a white paper on charitable giving for those who are interested.

Reviewing Business Contracts with Customers

By Alan Gassman and Martin Shenkman

Many thanks to Marty Shenkman for having Alan in his studio in New Jersey last month. This week's articles summarize the discussion that can be seen at Marty's website, Laweasy.com. Marty's dog, Elvis, edited the video and said that it was a dog of a presentation.

<u>Summary Points</u>

1. Should you have hold harmless or indemnification language in the agreement?
2. Should you have mandatory arbitration?
3. Does the customer have the correct insurance protection?
4. Does the customer have the right expectations?

5. Can you receive lawyer and collection agency fees if you have to pursue getting paid?

Often overlooked from a financial and business planning standpoint is the topic of contracts with customers. The list of questions above makes it very clear why they can be vital to the success of a business.

Do you want to work with customers who may sue a business “at the drop of a hat”? A typical "hold harmless and indemnity" clause will state that service or product provider will not b responsible for liabilities that could normally arise; unless the company has been grossly negligent or have been engaged in willful misconduct. Most customers have no problem with that type of provision, which makes it much more difficult for them to sue. State law may require that such provisions be in a separate agreement and also that there be a discussion of the provision or at least that the customer will initial next to the provision.

Requiring Arbitration may also be very protective. Arbitrators are normally much less sympathetic and naïve than a jury can be. Someone filing for arbitration will typically have to pay $10,000 or more as a filing fee, plus more as arbitrators charge by the hour. In the standard court system, there is a risk of getting a poor judge. With arbitration, both sides get a list of arbitrators to elect or strike which normally leads to getting a good arbitrator or arbitrators. But make sure that your lawyers and insurance carrier agree that arbitration is the best forum for when a customer might sue you, or limit the circumstances as to when it will be required.

A business should also be concerned with its customer's insurance coverage. Anyone who sues the customer is also going to sue the business who does work for the work for the customer. Make sure that your contract specifies that they have informed you that they have all of these insurances and make sure they do. However, if it turns out they don't, you may be better off when the absence of coverage is their fault and a violation of the agreement.

Your contract can also outlines expectations. 80% of problems come from 20% of sources, so it's important to identify customers who may be a problem. One way to identify them is to make sure that the contract requires them to affirm what they are supposed to do and what they must forgive if something does not go as expected. This is a good precaution. If a customer sees provisions and objects vehemently, it might be worthwhile to let someone else take on the project. Sometimes salespeople get overzealous, so having them be required to cover contractual disclosures and provisions in the sales process can help assure that customers are well informed and not mislead.

Outlining terms and expectations at the outset is really ubiquitous in the business world and something that doesn't get enough attention from a lot of practitioners and clients. If something goes wrong, you want to be able to pull the agreement out of your file. You want to be sure you have the protection and did everything possible to protect your entire business, and your entire livelihood, from one bad incident that's beyond your control. This is a more litigious environment than even 15 years ago. Businesses should consult with their financial and legal team to ensure that the right bases are covered.

Employee vs. Independent Contractor

by Alan Gassman and Martin Shenkman

Summary Points

1. What is the distinction between characterizing someone as an employee or independent contractor?
2. How does is affect creditor protection?
3. How does it impact the employer's responsibility for injuries to the worker?
4. What about medical insurance?
5. What are the tax implications as to who pays employment taxes?

Oftentimes, people are unaware of the differences between an independent contractor versus an employee. These distinctions can significantly impact taxation, liability and insurance. A common important issue is health care coverage. In many states, an employer must provide health coverage, workers' compensation, and unemployment insurance, or insurance carrier must write policies that cover employees. Independent contractors do not always enjoy these benefits. If a person working as an employee is treated as a independent contractor failure to provide these coverages can have catastrophic consequences. Creditor protection and liability coverage are additional considerations.

If a company employee goes and picks up someone at the airport and there is an accident, the company is responsible. But if Uber is hired to pick that person up, there is an independent contractor relationship instead. A clear distinction that defines employee versus independent contractor is how beholden they are to the person who is paying them, and whether they are paid a wage or salary, or are a separate business that is getting paid to render a specific service. If the person has a separate business and charges a set fee for a task to be accomplished and you do not control what they do they will normally be an independent contractor. If you are asking someone to be regularly present in your office, and you are paying them an hourly rate, and expressly giving them specific tasks under your oversight, then an employer/employee relationship most commonly exists.

If they have a bank of other clients, separate billing, and their own business, as well as control over how they do their work, they are usually independent contractors. But it's better to be safe. If you have a question about how someone performing work for you should be categorized, you can fill out a form SS8 and send it to the IRS. The IRS will tell you whether the person should be listed as an employee or a contractor for income and employment tax purposes. They will almost always err on the side of employer/employee status because they want their employment taxes and withholding.

On the other hand, state law can be very generous and allowing somebody who is working on your property even 40 hours a week for a few weeks doing your painting and trimming trees may be the best strategy to avoid responsibility if they hurt somebody. You might fall in the cracks between a tax and liability standpoint. One might follow the IRS guidelines for tax compliance and even workers compensation purposes but treat the person as an independent contractor for liability purposes.

Written agreements can present a lot of gray area but are essential to have.

Trying to override the fact that a person really should be classified as an employee by asking them to sign a waiver agreement will not necessarily protect you, but this will often be a good protective mechanism, and helps to prove that the relationship is as reflected in the agreement. The agreement needs to outline the insurances you require them to have all the insurances that you want them to have as an independent contractor. This may still protect you to some extent even if they are classified as an employee and reduces your exposure. You need to consider risk and reward for your business, for those doing work for you, and for customers alike. You must

determine what the relationship will be and go over your model with your attorney, who can make recommendations and adjustments.

Under IRC Section 199A , a person with a business may qualify to receive a 20% deduction on trade and business income, whereas employees (with a W-2) do not. However, a high earner's company must often pay a certain amount of wages to get the deduction. It's critical to speak with a certified public accountant who can best advise you as to what approach works best based on the circumstances, and on a wide range of issues and what does and does not define a worker as an employee or an independent contractor through all possible lenses.

Getting ahead of this issue will help you navigate an array of tax implications, insurance issues, and hopefully keep you out of hot water with the Labor Department as well. In addition to your CPA, engage an attorney with specialized expertise in employment and labor law and who is astute regarding liability and insurance related to the workforce. Be proactive and preemptive in this arena before making any decisions that could bear a negative set of consequences.

Humor-or something similar…

Some Trivia from April 4th:
Besides being the publication date of this Thursday Report, April 4th has been an important date in history.

- 1841 - US President Harrison died of pneumonia after one month in office
- 1850 - Los Angeles, California was incorporated as a city.
- 1932 - Professor C. Glen King, of the University of Pittsburgh, discovered vitamin C.
- 1949 - Twelve nations signed the North Atlantic Treaty, creating the North Atlantic Treaty Organization (NATO).
- 1964 - #1 Hit April 4, 1964 - May 8, 1964: **The Beatles** - *Can't Buy Me Love*
- 1964 - The Beatles occupied all of the top five positions on the Billboard singles chart in the United States, with *Can't Buy Me Love*, *Twist and Shout*, *She Loves You*, *I Want to Hold Your Hand*, and *Please Please Me*.
- 1968 - Martin Luther King, Jr was assassinated by James Earl Ray in Memphis Tennessee.
- 1975 - Microsoft was founded as a partnership between Bill Gates and Paul Allen in Albuquerque, New Mexico
- 1983 - Space Shuttle Challenger made its maiden voyage into space (STS-6).
- 1987 - #1 Hit April 4, 1987 - April 17, 1987: **Starship** - *Nothing's Gonna Stop Us Now*


1245
GASSMAN, CROTTY
& DENICOLO, P.A.
ATTORNEYS AT LAW
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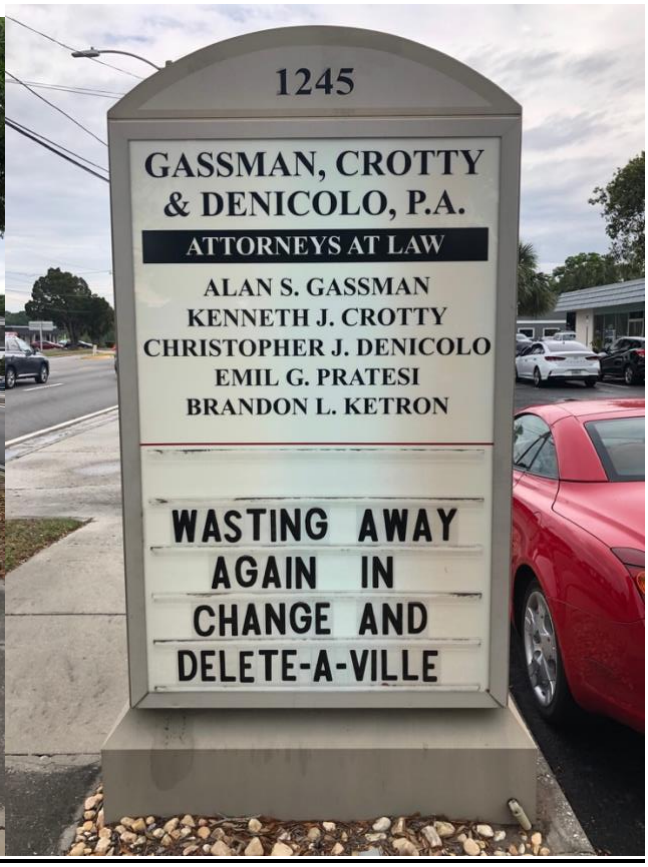
KENNETH J. CROTTY
CHRISTOPHER J. DENICOLO
EMIL G. PRATESI
BRANDON L. KETRON
ONCE THERE
WERE 3
BEERS AND A
GOLDIE SCHNAPPS
CHASER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WASTING AWAY
AGAIN IN
CHANGE AND
DELETE-A-VILLE

Steve Gorin's Guide to 199A Things to Know About Aggregation, Real Estate Tips & Tricks and De Minimis Rules

Presented by Steve Gorin, Esq.

A complimentary program from Gassman, Crotty & Denicolo, P.A. and Thompson Coburn LLP.

Thursday, April 11, 2019
12:30 PM

Join hosts Alan Gassman and Brandon Ketron for Steve's enlightening presentation on taking a closer look at aggregation, real estate and de minimis rules.

Attendees will have the opportunity to receive Steve's 1,900-page PDF on corporate planning for business owners, which includes extensive discussion on 199A.

To Register, Click HERE.

Steve Gorin
SGorin@thompsoncoburn.com

Alan Gassman
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Brandon Ketron
Brandon@gassmanpa.com

GASSMAN CROTTY & DENICOLO P.A.
ATTORNEYS AT LAW

THOMPSON COBURN LLP

Pinellas County Medical Association

Thursday, April 25th, 2019, 5:30 PM

At the Offices of Gregory, Sharer & Stuart, CPAs & Business Consultants
100 2nd Ave S. #600, St. Petersburg, FL 33701

Join or Renew your PCMA Membership TODAY!

Keynote Speakers Troy Kimbrough & Alan Gassman

will start the evening with their presentation,

Planning In The Age of Tax Reform


Troy Kimbrough, CPA, PFS


Alan Gassman, JD, LLM

Do not miss this wonderful opportunity to hear what is going on in the medical community, get tips and advice to help you keep your hard earned money as well as what PCMA events are being planned.

Presentation will include complimentary CME Credit for PCMA members & residents. If you are not a member, join now by clicking HERE.

This activity has been planned and implemented in accordance with the accreditation requirements and policies of the Accreditation Council for Continuing Medical Education (ACCME) through the joint providership of Ultimate Medical Academy (UMA) and Pinellas County Medical Association. UMA is accredited by the ACCME to provide continuing medical education for physicians.

Credit Designation Statement

Ultimate Medical Academy (UMA) designates this live activity for a maximum of 1.0 AMA PRA Category 1 credit(s)™. Physicians should claim only credit commensurate with the extent of their participation in the live activity.

Get information on:

- **Income Tax Savings Strategies**
- **The IRS's Dirty Dozen Attack List**
- **The New 20% Deduction on Practice Income and How to Qualify**
- **How Income Tax Planning Ties in With Creditor Protection**
- **And Much More...**

Complimentary Curbside Consultations following the presentation with Troy and Alan as well as:

Chuck Wasson, CPCU, CIC

Renee Kelly

CME accreditation services provided by:

UMA ULTIMATE MEDICAL ACADEMY

9355 113th St. #7483 | Seminole | FL 33775
E: ARaiford@Pinellascma.org | www.pinellascma.org

Calendar of Events

Newly announced events in RED

EVENT	DATE/TIME	DESC.	REGISTRATION
Leimberg Information Services Webinar	April 5, 2019 3:00 PM – 4:00 PM	Alan, Chris Denicolo and Brandon Ketron will discuss "Creative Planning Under Section 199A – Important Techniques to Help Maximize the Deduction."	Click HERE.
Complimentary webinar hosted by Alan and Brandon Keyron	April 11, 2019 13:30 PM – 1:30 PM	*Steve Gorin's Guide to 199A: Things to Know About Aggregation, Real Estate Tips & Tricks and De Minimis Rules* with Steve Gorin	Click HERE.
Presentation for the Tax Section of The **Florida Bar Association**	April 18, 2019, 10:00 am – 2:00 PM	Stetson Tampa Law Center *Primary Florida and Federal Creditor Protection Laws, A Closer Look at Florida and Federal Creditor Exemption Laws and Planning* And *Putting it All Together with Leslie Share*	Contact: Agassman@gassmanpa.com
University of North Carolina Tax Institute	April 25-26, 2019	Creative Planning with Section 199A After the New Regulations	Contact: Agassman@gassmanpa.com
Parametric Advisor Forum	Wednesday, May 1, 2019 Grand Bohemian Hotel – Orlando, 325 S Orange Ave, Orlando, FL 32801	TBD	Contact: Agassman@gassmanpa.com

Leimberg Information Services Webinar	May 2, 2019 3:00 PM – 4:30 PM	Avoiding Estate and Trust Litigation and Disputes		Contact: Agassman@gassmanpa.com
FSU FICPA Accounting Conference	May 6 – 8, 2019, Tallahassee, FL	Alan will be speaking on the new 199A finalized regulations		Contact: Agassman@gassmanpa.com
FICPA Mega CPE Conference for the TCJA	June 10 – 13, 2019	Alan will be speaking on the new 199A finalized regulations		Contact: Agassman@gassmanpa.com
MER Conference Internal Medicine for Primary Care	June 13 – 16, 2019, Chicago, IL	1. Lawsuits 101 2. Ten Biggest Mistakes That Physicians Make in Their Investment and Business Planning 3. Essential Creditor Protection & Retirement Planning Considerations. 4. 50 Ways to Leave Your Overhead & Increase Personal Productivity.		Contact: Agassman@gassmanpa.com
Maui Mastermind Financial Pillar Super Course	June 22-23, 2019	Hilton-Atlanta Airport	Crucial Legal and Tax Principals for Accumulating Wealth	Please Click HERE
45th Annual Notre Dame Tax Institute	September 26-27, 2019	South Bend, Indiana	Application of 199A (Qualified Business Income Deduction) for Real Estate Investors and Developers.	Contact: Agassman@gassmanpa.com
FICPA Accounting and Tax Conference	October 24, 2019	Estero, FL	TBD	Contact: Agassman@gassmanpa.com

Special Asset Protection Presentation	Friday, October 25, 2019	University of Miami Law School	Advanced Asset Protection Workshop with Les Share	Contact: Agassman@gassmanpa.com
Maui Mastermind Wealth Summit	November 3-8, 2019	Wailea Beach Resort, Maui	Essential Aspects and Decisions for Your Remarkable Financial Future	Please Click HERE
Certified Contractors Network Presentation	January 4, 2020 - Orlando	Orlando, FL	Creditor Protection for the Intelligent Construction Family – It Wasn't Raining When Noah Built the Ark	Contact: Agassman@gassmanpa.com
Venice Estate Planning Council Presentation Hosted by Community Foundation of Sarasota County	Tuesday, January 21, 2020, Venice then Sarasota, FL	For the Venice Estate Planning Council and Sponsored by the Community Foundation of Sarasota County, Alan will be conducting a morning presentation, "Innovative Charitable Techniques, Asset Protection Strategies You Didn't Know and Creative Planning Under Section 199A" He will be answering questions (and telling many bad jokes) for VIPS at the hosted luncheon and will be the dinner speaker to finish the event off. Starting in Venice, these events will conclude in Sarasota.		Contact: Barbie Gonzalez: BGonzalez@CFSarasota.org