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PRESIDENT & CEO

Ben Hecht

July 26, 2017

Grant Contract
City Accelerator 4
The City of Milwaukee
200 East Wells Street
Milwaukee, WI 53220

Re: Grant No. 17-xxxx- G xxx

Dear Grant Contact:

I am pleased to inform you that Living Cities has awarded The City of Milwaukee (“the Grantee”) a grant of one hundred thousand dollars (\$100,000.00) (the “Grant”) to support the city’s work with the City Accelerator’s Procurement Cohort.

The terms of this grant agreement are outlined below. Your signature at the end of this agreement indicates that you, as an authorized agent of your organization, have read, understood and agreed to these terms.

Grant Agreement

- (1) Use of Grant:** The Grant is to be used only for the purposes outlined in your proposal dated **August , 2017**. Specifically, the funds are to be used to achieve the objectives outlined in workplan through activities outlined in the grant proposal attached herein as Schedule B.
- (2) Grant Period:** The grant period will begin on **September 1, 2017** and end on **May 31, 2017**. Any funds not used by the end of the grant period toward the purposes of this grant will be returned to Living Cities within 45 days after the end of the grant period.
- (3) Payment of Grant:** The Grant will be paid out in two (2) installment(s). Living Cities’ ability to pay out this grant is dependent on the timely receipt of grant funding from institutional grantors. In the event that Living Cities has not received sufficient or timely funding from these grantors, Living Cities may elect to postpone, reduce or eliminate this award prior to disbursement.
- (4) Conditions to Disbursement(s) of Grant:** The Grant will be disbursed to the Grantee, upon the fulfillment of the following conditions:
 - (a)** Upon execution by Living Cities of a signed copy of this agreement, including Schedule A. By signing this agreement, you also agree to the requirements of participation set forth in Schedule B.
 - (b)** Upon receipt and approval of a mid-grant progress report, due December 15, 2017, as set forth in 7(c) below.



(5) Requirements for Participation:

- (a) Participate in monthly calls with the cohort lead, Griffin & Strong, P.C., and provide a complete monthly call preparation template at least two days prior;
- (b) Participate in group learning activities, such as cohort learning calls, and send the city's five core team representatives to the two remaining cohort convenings slated for January and May 2018;
- (c) Produce or contribute one blog post about the city's project and lessons learned (guidance and deadlines will be forthcoming); and
- (d) Post social media updates twelve times during the 12-month cohort (June 2017-May 2018).

(6) Legal and Tax Requirements: Grantee represents and warrants to the Foundation that:

- (a) Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code (Code), and is not a private foundation within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
- (b) Grant funds may be expended only for charitable, educational, literary or scientific purposes as specified in Section 170(c)(2)(B) of the Code.
- (c) No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including but not limited to any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.

(7) Covenants: During the term of this grant, the Grantee is expected to adhere to the conditions below and to account for the adherence of any sub-grantees under this agreement. Failure to adhere to these conditions will constitute an act of default and result in the return of part or all of the grant funds to Living Cities. In such a case, Living Cities will determine in its sole and absolute discretion the percentage of the grant to be returned. Cessation or reclamation of grant funding by Living Cities may also result in your organization's elimination from consideration for investment from Living Cities in any other form.

During the grant term and beyond as applicable, the Grantee and its sub-grantees under this agreement agree to:

- (a) **Adhere to the uses of the grant summarized in Section (1).** This grant is made only for the purposes stated in this letter and in the proposal the Grantee has submitted. Any grant funds not expended or committed for these purposes within the grant period will be returned to Living Cities. Any prospective changes in the use of this grant totaling over five percent of the total grant amount must be submitted in writing to and approved by Living Cities.

In addition, the Grantee is expected to meet the milestones stated in the proposal within the timeframe specified therein. Any material changes in the Grantee's milestones or timeline should be reported to Living Cities at the earliest reasonable opportunity. Living Cities will decide in its sole and absolute discretion whether any delays in meeting milestones constitute a violation of this covenant, and thus an event of default.

- (b) **Maintain its status as a government unit, tax-exempt status and all authorizations, filings,**



exemptions, etc. required to perform its duties within and outside this agreement. The Grantee also agrees to immediately provide any correspondence from the IRS or other related agencies regarding the above.

- (c) Cooperate in the monitoring and evaluation of its work.** Given Living Cities' learning goals, Living Cities expects its grantees, along with their sub-grantees, to cooperate in timely and accurate reporting of program process, outputs, and outcomes.

A progress report must be submitted by December 15, 2017. Information in the progress report(s) should include but will not necessarily be limited to:

- (i.) Progress in achieving outcomes as outlined in Schedule B;
- (ii.) Expenditures against project budget as outlined in Schedule C;
- (iii.) Resources leveraged against Living Cities' funds;
- (iv.) Challenges encountered; and
- (v.) Any material operational or strategic shifts.

End-of-grant-period report: This report must be submitted to Living Cities no more than 30 days after the end of the grant period. It will include: (1) a narrative account of what was accomplished by the expenditure of funds, including progress made towards achieving the goals of the grant; and (2) a financial accounting, which includes a statement by the responsible financial officer of the Grantee certifying the accuracy of the report. Guidelines for the end-of-period report will be sent to the Grantee within 90 days of the start of the grant term.

Living Cities and its institutional grantors reserve the right to use and publish any information furnished by the Grantee or its sub-grantees, provided that Living Cities give appropriate credit to you as the provider of this information.

Living Cities reserves the right to audit Grantee's financial and other records to ensure the proper utilization of its grant funds. During and at least three years following the end of the grant term, the Grantee will be expected to maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of Living Cities grant funds.

- (d) Adhere to the following prohibitions on the use of the Grant.** Under no circumstances the Grantee or any other organization receiving Living Cities' grant funds use these funds directly or indirectly for the following purposes or activities:
- (i.) Make a grant to any individual for travel, study or other similar purpose, as described in Section 4945(d)(3) of the Code;
 - (ii.) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-grants to any entity that engages in these activities;
 - (iii.) Influence the outcome of any specific public election, participate in or intervene in, including by the publishing or distribution of any statements, any political campaign on behalf of or in opposition to any candidate for public office;
 - (iv.) Influence legislation, including by the publishing or distribution of any statements, or any campaign in support of or opposition to pending legislation; and
 - (v.) Any other purposes outside your proposal without express written permission from Living Cities.



- (e) **Represent faithfully and coordinate with Living Cities in reports and communications.** Living Cities hopes and anticipates that the Grantee will leverage recognition by Living Cities in your communications and public relations. In doing so, Living Cities expects the Grantee to represent Living Cities fairly and faithfully in all reports, press releases, speeches and other media released by the City Team. All materials describing the Grantee's efforts, particularly those that mention Living Cities released by the City Team, should be sent to Living Cities prior to publication. Whenever possible, major communications plans should be coordinated with Living Cities in advance. Copies of any reports, evaluations or other communications supported by Living Cities' grant funds should be sent prior to publication to:
- i. Contact: Owen Stone, Senior Associate
 - ii. Email ostone@livingcities.org
 - iii. Phone: (646) 442-2208

Conversely, receipt of this grant provides Living Cities license to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, Living Cities will share these materials with the Grantee prior to publication. The Grantee and its sub-grantees will be expected to cooperate in any public education or outreach effort undertaken in connection with this grant, which may include efforts to attract additional resources to the Grantee or others doing similar work.

- (8) **No Right of Assignment or Delegation:** The Grantee may not assign or otherwise transfer its rights, or delegate any of its obligations, under this agreement.
- (9) **Compliance with Anti-Discrimination Rules:** In its use of grant funds provided by Living Cities, and in the course of all development, marketing and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

Living Cities agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based on affiliation with or perceived affiliation with any of these protected categories.

This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

Living Cities will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- (10) **Governing Law:** This Grant Agreement is governed by, and will be construed in accordance with, the laws of the State of Wisconsin.



(11) Amendment of Term of Grant: Living Cities shall consider but is not obligated to agree to requests by the Grantee to make modifications to the terms of the Grant. Amendments to the Grant shall be made only after (i) Living Cities' Director of Finance and Administration has received a written request from the Grantee stating the nature of the amendment requested, and (ii) an authorized officer of Living Cities has executed a written agreement describing the terms of the amendment.

(12) Countersignature Required. If this agreement correctly sets forth your organization's understanding of the terms and conditions of the grant, please sign and date both copies in the space provided below.

Please return both copies of the signed agreement to:

Joan F. Springs
Living Cities
1040 Avenue of the Americas, Floor 17
New York, NY 10018

If a signed Grant Agreement is not received within 45 days from the date of this letter, this Grant is subject to cancellation by Living Cities.

(13) Public Records Law. Both Parties understand that the Grantee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. seq. Living Cities agrees to cooperate and assist the Grantee in retaining and producing records that are subject to the Wisconsin Public Records Law, and will defend and hold the Grantee harmless from liability to the extent due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of the final payment under this Agreement.

(14) Conflict of Interest. No officer, employee, or agent of the Grantee who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the Grantee and no other public official the Grantee who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

Living Cities covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Living Cities further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of the Living Cities or its employees must be disclosed to the Grantee.



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The program contact for this grant is:

Name: Julie Bosland, Associate Director
Email: jbosland@livingcities.org
Phone: (646) 442-2229

Communications regarding current administration arrangements for this grant should be made with:

Name: Esther Mensah-Sullivan, Controller
Email: emensah-sullivan@livingcities.org
Phone: (646) 442-2222.

Congratulations on receiving this award.

Bennett L. Hecht

President and CEO
Living Cities

Date

Grant Contact

Aaron Sopinski, Policy Director
Office of the Mayor
City of Milwaukee

Date



Schedule A: Grantee Questionnaire

Organization Name: _____

Grant # / Tax ID Number: _____

Program Contact Name: _____

Phone: _____ Email: _____

Fiscal Contact Name: _____

Phone: _____ Email: _____

Tax-Exempt Classification under the Internal Revenue Service:

- Government Unit
- School or University
 - If checked, submit IRS letter of exemption and classification
- Other Section 501(c)(3) entity
 - If checked, submit IRS Letter of exemption and classification
- Other Tax-exempt entity
- Not a Tax-exempt entity
 - Your organization is planning to, but has not applied for tax exempt status
 - If you organization has applied for status as a 501(c)(3), please submit a copy of the Form 1023 submitted to the IRS

Payment Information:

Grantee's Preferred Payment Method: _____ Check or _____ ACH / Electronic Transfer

Payee / Beneficiary: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Attention: _____

If ACH/Electronic Transfer, Receiving bank Information

Bank Name: _____

Bank Address: _____

ABA / Routing Number: _____

Account Number: _____

Additional Instructions: _____

Name, Signature and Title of the person who completed this form:

	Name	Title
	Signature	Date



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Schedule B: PROJECTWORK PLAN / GRANT PROPOSAL



Schedule C: PROJECT BUDGET

CITY ACCELERATOR PROCUREMENT COHORT

Project Management expenses	
Example: Project Manager salary	
<i>(add/delete rows as appropriate)</i>	
External Consultant expenses	
Example: Consultant fees	
<i>(add/delete rows as appropriate)</i>	
Technology expenses	
Example: Web platform	
<i>(add/delete rows as appropriate)</i>	
Focus Group expenses	
Example: Gift cards for focus group participants	
<i>(add/delete rows as appropriate)</i>	
Communication expenses	
Example: Public awareness campaign	
<i>(add/delete rows as appropriate)</i>	
Other expenses	
Example: Miscellaneous expenses	
<i>(add/delete rows as appropriate)</i>	
GRAND TOTAL	