



## **TIER 1** **SUBAWARD AGREEMENT**

THIS SUBAWARD AGREEMENT (this “Agreement”) is entered into as of April 15th, 2025, by and between The Minneapolis Foundation, with principal offices at 800 IDS Center, 80 S 8<sup>th</sup> St, Minneapolis, MN 55402 (“Minneapolis Foundation”), and The Sherman Park Community Association, (“Subrecipient”), with principal offices at 3526 West Fond du Lac Avenue, Milwaukee, WI 53216. This Agreement shall govern certain activities and responsibilities to be carried out by Subrecipient on behalf of Minneapolis Foundation, a grantee of the U.S. Environmental Protection Agency (EPA) with a project period of April 1, 2024 through September 30, 2027, by Grant No. 01E03682, Assistance #66.615 (the “Award”).

WHEREAS, Minneapolis Foundation has been selected by the Environmental Protection Agency (EPA) as the Region 5 Thriving Communities Grantmaker, a grant to distribute subgrants in Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin and 35 federally recognized tribal nations.

WHEREAS, Minneapolis Foundation desires to grant a “subaward” (as defined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 C.F.R. Part 200 (the “Uniform Guidance”)) of the Award (the “Subaward”) to Subrecipient to support the Application Workplan as described in Exhibit F in accordance with the regulations and guidelines promulgated thereunder as well as other applicable law; and

WHEREAS, certain information required by the Uniform Guidance, to be included in this Agreement with respect to the Subaward is set forth in the Subaward Data attached hereto as Exhibit A and is incorporated herein by reference.

Minneapolis Foundation and Subrecipient hereby agree as follows:

1. **TERM.** This Agreement shall govern the performance of the parties for the period 04/15/2025 (the “Effective Date”) through 3/31/2026, unless earlier terminated by either party in accordance with the terms of this Agreement (such period of performance, the “Agreement Term”).
2. **SCOPE OF WORKPLAN.** Subrecipient shall, in a satisfactory manner as determined by Minneapolis Foundation, advance the Project Goals and accomplish the Project Outcomes as described in the workplan attached as “Application Workplan.” Upon signing of this Subaward Agreement, Subrecipient shall work with Minneapolis Foundation to amend the workplan activities and timelines, as needed, to comply with all necessary requirements, which could include, but are not limited to: developing and implementing approved Quality Assurance Project Plans (QAPPs) for quality assurance of environmentally related data operations, including collection, production, or use; developing and implementing plans related to human subjects research; and following cross-cutting requirements related to construction activities or property purchase and acquisition.

Subrecipient shall, in a satisfactory manner as determined by Minneapolis Foundation, perform all the activities in the amended workplan (the “Approved Workplan”) in accordance with the program scope as approved by Minneapolis Foundation. Changes in Project Manager, project partners, or scope of work must receive the prior written approval of

Minneapolis Foundation. Subrecipient must provide a budget description of planned expenditures to be refunded if an activity or event does not take place, a report or analysis is not completed, or Subrecipient does not otherwise perform as promised or provide a substitute activity.

### 3. **COMPENSATION.**

- a. **Payment of Funds.** Minneapolis Foundation agrees to disburse funds to Subrecipient on a milestone basis, in accordance with the Application Workplan and any amendments thereto, in an amount not to exceed \$150,000.00 (the “Awarded Amount”).

The Awarded Amount, however, is subject to adjustment by Minneapolis Foundation if this Agreement is terminated prior to the expiration of the Agreement as provided in Section 1 above. Program funds shall not be expended prior to the Effective Date or following the earlier of the expiration or termination of this Agreement. Funds expended shall only be as necessary and allowable to carry out the purposes and activities of the Application Workplan; and shall be incurred in accordance with the Uniform Guidance, the Award and the authorizations, restrictions and requirements contained in the Award and any amendments thereto and other applicable laws, regulations, grant terms and conditions or policies.

- b. **Contingency.** The payment of funds to Subrecipient under the terms of this Agreement shall be contingent on the (i) Subrecipient participation in required risk assessment as conducted by Minneapolis Foundation, (ii) additional onboarding procedures as may be determined by Minneapolis Foundation, and (iii) receipt of such funds by Minneapolis Foundation from applicable federal funding sources; and shall be subject to Subrecipient’s continued eligibility to receive funds under the applicable provisions of state and federal laws and the Award.

If the amount of funds that Minneapolis Foundation receives from federal funding sources is reduced or access to funds is suspended or rescinded, Minneapolis Foundation reserves the right, in its sole discretion, to delay payment, reduce the amount of funds awarded under, or to terminate, this Agreement in whole or part. Minneapolis Foundation also reserves the right to deny payment to Subrecipient where reports are not submitted within 30 days of the deadlines specified below.

### 4. **FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION.**

- a. **Financial Management.** Subrecipient shall maintain a financial management system and financial records and administer funds received pursuant to this Agreement in accordance with all applicable federal requirements, including the Uniform Guidance. Subrecipient shall adopt additional financial management procedures as may be prescribed by Minneapolis Foundation if required by applicable laws, regulations or guidelines from its federal government funding sources. Subrecipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement. Until all grant closeout requirements are completed, Minneapolis Foundation may request itemized proof of expenses incurred to support Subrecipient’s compliance with applicable federal requirements.

- b. Limitations on Expenditures. Subrecipient shall not be compensated for any expenditures incurred or services provided prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement. Subrecipient must limit use of funds to expenses that are: (i) reasonable and necessary to carry out the project objectives, (ii) documented by contracts or other evidence of liability consistent with established Minneapolis Foundation and Subrecipient procedures, and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.
- i. Subrecipient shall not spend any portion of the Awarded Amount on environmentally related data operations, including environmental data collection, production, or use, until after receiving written approval for its Quality Assurance Project Plan (QAPP) from the U.S. Environmental Protection Agency (EPA). Subrecipient will develop and submit a QAPP with guidance from Minneapolis Foundation and in alignment with the Uniform Guidance.
- ii. Subrecipient shall not spend any portion of the Awarded Amount on research involving human subjects until after receiving written approval for its Human Subjects Research (HSR) plan from the designated Institutional Review Board. Subrecipient will develop and submit an HSR plan with guidance from Minneapolis Foundation and in alignment with the Uniform Guidance.
- c. Financial and Other Reports. Subrecipient shall submit to Minneapolis Foundation such reports and back-up data as may be required which include but is not limited to reports which enable Minneapolis Foundation to submit its own quarterly and annual financial and programmatic reports, and the reports required in accordance with the following schedule:

Reporting Schedule	Report Period		Report Deadline
<b>Quarter 1:</b>	04/15/2025	to 6/30/2025	7/31/2025
<b>Quarter 2:</b>	7/1/2025	to 9/30/2025	10/31/2025
<b>Quarter 3:</b>	10/1/2025	to 12/31/2025	1/31/2026
<b>Quarter 4 &amp; Closeout:</b>	1/1/2026	to 3/31/2026	4/30/2026

- i. Subrecipient grants to Minneapolis Foundation the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet Minneapolis Foundation's obligations to the Federal Government under its Federal Award.
- ii. This provision shall survive the expiration or termination of this Agreement with respect to any reports which Subrecipient is required to submit to Minneapolis Foundation after this Agreement's expiration or termination.
- d. Invoices. Subrecipient shall complete invoices, in a process provided by Minneapolis Foundation, no less than twice, in accordance with the completed grant agreement and accomplishment of relevant milestones. Invoices must include at least the

milestone/deliverable completed, payment amount, and certification as to truth and accuracy of invoice.

All payments shall be considered provisional and subject to adjustment if necessary due to an adverse audit finding against Subrecipient. Minneapolis Foundation reserves the right to reject any invoice that does not comply with the terms of this Subaward. Subrecipient shall have the right to re-submit a corrected invoice. A corrected invoice should be submitted as soon as possible, and no later than thirty (30) calendar days following the end of the Period of Performance.

- e. Improper Payments. Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of Minneapolis Foundation, the U.S. Environmental Protection Agency (EPA), the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal law or the terms of the Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by Minneapolis Foundation under this Agreement or any other agreements between Minneapolis Foundation and Subrecipient. This provision shall survive the expiration or termination of this Agreement.
- f. Audited Financial Statements. In any fiscal year in which Subrecipient expends \$1,000,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the federal audit requirements contained in the Uniform Guidance, including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$1,000,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by Minneapolis Foundation and appropriate officials of the U.S. Environmental Protection Agency (EPA) and the U.S. Government Accountability Office and the Comptroller General of the United States, and it must still have a financial audit performed for that year by an independent Certified Public Accountant. Subrecipient shall provide Minneapolis Foundation with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) calendar days after execution of this Agreement and thereafter within nine (9) months following the end of Subrecipient's most recently ended fiscal year.
- g. Closeout. Final payment request(s) under this Agreement must be received by Minneapolis Foundation no later than sixty (60) calendar days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by Minneapolis Foundation after this date without authorization from Minneapolis Foundation. In consideration of the execution of this Agreement by Minneapolis Foundation, Subrecipient agrees that acceptance of final payment from Minneapolis Foundation will constitute an agreement by Subrecipient to release and

forever discharge Minneapolis Foundation, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

- i. Obligations. Subrecipient's obligations to Minneapolis Foundation under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Minneapolis Foundation. Such requirements shall include, without limitation, submitting quarterly reports to Minneapolis Foundation and providing any closeout-related information requested by Minneapolis Foundation by the deadlines specified by Minneapolis Foundation. Subrecipients are required to certify in writing to Minneapolis Foundation that the project or activity was completed, or the level of effort was expended. If something less than the required level of activity or effort was not carried out, the amount of the subaward must be adjusted. This provision shall survive the expiration or termination of this Agreement.
- ii. Closeout Costs. Administrative costs associated with the closeout activities of the Subaward Agreement (which include but are not limited to salaries of personnel preparing final reports, costs associated with the disposition of equipment and property, and related indirect costs) are allowable. These costs may be incurred until the due date of the final report(s).
- h. Project Manager. Subrecipient shall designate a Project Manager whose responsibilities include but are not limited to managing project milestones, activities, and budget; and providing updates and quarterly reports to Minneapolis Foundation. For this Subaward, the Project Manager is designated as:

Name: Marvin Hannah

Title: Community Engagement Specialist: Healthy Homes

Email: MarvinH@shermanpark.org

Phone: (414) 444-9803

## 5. COOPERATION IN MONITORING AND EVALUATION.

- a. Minneapolis Foundation Responsibilities. Minneapolis Foundation shall monitor, evaluate, and provide guidance and direction to Subrecipient in the conduct of the Approved Workplan performed under this Agreement. Minneapolis Foundation has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws and regulations, including the federal audit requirements and agreements, and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. Minneapolis Foundation may require Subrecipient to take corrective action if deficiencies are found.

b. Subrecipient Responsibilities.

- i. Subrecipient shall complete financial management and grant compliance training as needed; in addition to participating in a process for deciding whether to impose additional requirements on Subrecipient based on risk factors, as determined by Minneapolis Foundation, and required by 2 CFR 200.332.
- ii. Subrecipient shall permit Minneapolis Foundation to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- iii. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Minneapolis Foundation, the U.S. Environmental Protection Agency (EPA), the U.S. Government Accountability Office or the Comptroller General of the United States and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

6. **RECORD RETENTION AND ACCESS.** Subrecipient shall maintain all records related to its performance of the Approved Workplan under this Agreement for a period of 3 years following the date that Minneapolis Foundation makes the last payment to Subrecipient under this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Agreement. Records to be retained include but are not limited to financial records, supporting documentation and statistical records. Subrecipient shall make all records that relate to this Agreement available at all reasonable times for inspection, review, and audit by the authorized representatives of Minneapolis Foundation, the U.S. Environmental Protection Agency (EPA), the U.S. Government Accountability Office and the Comptroller General of the United States. See 2 CFR 200.334.

7. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The relationship of Subrecipient to Minneapolis Foundation is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing services under this Agreement on behalf of Subrecipient shall not be deemed to be an employee or independent contractor of Minneapolis Foundation, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from Minneapolis Foundation. Subrecipient agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. Subrecipient agrees to indemnify, defend and hold harmless Minneapolis Foundation and its directors, officers, employees and agents from and against any and all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security and other employment taxes

and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance and health insurance coverage or assessable payments required under the Patient Protection and Affordable Care Act, P.L.111-148) with respect to such individual performing services under this Agreement on behalf of Subrecipient. This provision shall survive the expiration or termination of this Agreement.

**8. COMPLIANCE WITH GRANT AGREEMENT AND APPLICABLE LAWS.**

- a. Compliance with Award and Subaward. Subrecipient shall perform all activities funded by this Agreement in accordance with: (i) the Award, including any amendments thereto; (ii) the Subaward Data attached hereto as Exhibit A, including any amendments thereto; (iii) the Application Workplan attached hereto as Exhibit F, including any amendments thereto; (iv) the applicable contract provisions for non-federal entity contracts under federal awards required under Appendix II to the Uniform Guidance and attached hereto as Exhibit B (the "Required Contract Provisions"). In addition, Subrecipient shall cooperate fully with Minneapolis Foundation in its efforts to comply with the Award's requirements, including any amendments thereto. This includes complying with the applicable EPA general terms and conditions in the following document:  
<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>
  - i. If Subrecipient chooses to pass funds from this Subaward Agreement to other entities, Subrecipient must comply with all applicable provisions of 2CFR Part 200 and the [EPA Subaward Policy](#).
- b. Compliance with Applicable Laws. Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of the funds. The term "federal, state and local laws" as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term. The term "federal, state and local laws" shall include, without limitation:
  - i. Agency Regulations. Subrecipient shall comply with the Environmental Protection Agency (EPA) regulations found at CFR 1500 and 40 CFR 33.
  - ii. Administrative Requirements; Cost Principles; Audit Requirements. Subrecipient shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 2 C.F.R. Part 200.
  - iii. Restrictions on Lobbying. Subrecipient shall comply with the restrictions on lobbying. If the Subaward exceeds \$100,000, Subrecipient must execute and deliver to Minneapolis Foundation the certification attached hereto as Exhibit C ("Certification Regarding Lobbying"). In addition, Subrecipient shall comply with the



applicable restrictions on lobbying contained in the federal appropriations act through which funds for the Subaward were appropriated.

- iv. Covenant Against Contingent Fees. Subrecipient represents and warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, Minneapolis Foundation shall have the right to annul this Agreement without liability or, in its discretion, to offset against amounts it owes Subrecipient under this Agreement or otherwise recover from Subrecipient the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach;
- v. Suspension and Debarment. Subrecipient represents that neither it nor any of its principals has been debarred, suspended, or determined ineligible to participate in federal assistance awards or contracts as defined in regulations implementing Office of Management and Budget Guidelines on Governmentwide Debarment and Suspension (Non-procurement) in Executive Order 12549. Subrecipient further agrees that it will notify Minneapolis Foundation immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or non-procurement programs available at [www.sam.gov](http://www.sam.gov).
- vi. Procurement Standards. Subrecipient shall abide by procurement standards as listed in the Uniform Guidance. Such standards require competition when Subrecipient acquires goods and services from contractors (including consultants) and domestic preferences for procurements as required under 2 CFR 200.322.
- vii. Unique Entity Identifier Number. Subrecipient agrees and acknowledges that Minneapolis Foundation may not grant the Subaward and Subrecipient may not receive the Subaward unless Subrecipient has provided its Unique Entity Identifier (“UEI”) number to Minneapolis Foundation.
- viii. FFATA Reporting. Subrecipient is subject to the Federal Funding Accountability and Transparency Act (“FFATA”) which requires that information about subawards made from this agreement greater than or equal to \$30,000 are reported by Minneapolis Foundation on SAM.gov.
- ix. Drug-Free Workplace. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701 *et seq.* and 2 C.F.R. 182 which require all programs and activities receiving federal assistance to maintain a drug-free workplace;
- x. Licenses, Certifications, Permits, Accreditation. Subrecipient shall procure and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Minneapolis Foundation proof of any licensure, certification, permit, or accreditation upon request;

- xi. Non-Discrimination in Employment. Subrecipient shall not discriminate against any qualified employee or applicant for employment because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, genetic information, or disability. Subrecipient shall comply with all applicable provisions of federal, state, and local laws prohibiting discrimination in employment; and
  - xii. Contractor Employee Protections (41 U.S.C 4712). Subrecipient is required to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.
  - xiii. Mandatory Disclosures. Subrecipient must promptly disclose whenever, in connection with the Federal award, it has credible evidence of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable).
  - xiv. Other Agreements. Subrecipient shall fulfill all other agreements with Minneapolis Foundation and shall comply with all federal, state, and local laws applicable to programs funded by such agreements.
9. **CONSULTANT CAP.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by Subrecipients or by Subrecipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).
- a. Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office of Personnel Management's Fact Sheet: How to Compute Rates of Pay and Fact Sheet: Expert and Consultant Pay. Minneapolis Foundation will also support Subrecipient navigation of this requirement.
  - b. Contracts and subcontracts with firms for services are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.
10. **REAL PROPERTY AND EQUIPMENT.**
- a. Title: In accordance with 2 CFR 200.311, title to real property obtained through this subaward will reside with the subrecipient. Property should be used for the intended purpose indicated in the Approved Workplan.

- b. Reporting: In accordance with 2 CFR 200.312 and 2 CFR 200.314, property reports, if applicable, are required for Federally owned property. In addition, residual unused supplies remaining at the end of the project period, with a fair market value greater than \$10,000 must be reported if not needed for any other Federally sponsored program or project. A tangible personal property report form is provided by Minneapolis Foundation.
  - c. Property Held in Trust: Pursuant to 2 CFR 200.316, real property, equipment, and intangible property acquired or improved with the Federal award must be held in trust by the subrecipient as trustee for the beneficiaries of the project. Subrecipient shall record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.
11. **USE OF LOGO AND ICONS**. If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied by a statement indicating that Subrecipient received financial support from the EPA under an Assistance Agreement. More information is available at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo#policy>
12. **MANAGEMENT FEES**. Management Fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
13. **INTELLECTUAL PROPERTY RIGHTS**.
- a. Subrecipient represents and warrants that all Work Product created for Minneapolis Foundation under this Agreement is original and does not infringe on the rights of any third party. Unless otherwise agreed by Minneapolis Foundation and Subrecipient, intellectual property rights resulting from work contemplated by this Agreement belong to the Party(ies) who created such intellectual property. This provision shall survive the expiration or termination of this Agreement.
  - b. To the extent permitted by law, Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the Agreement. The EPA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so. This includes the right to require Subrecipient to make such works available through agency-designated public access repositories. See 2 CFR 200.315b.
14. **INDEMNIFICATION**. Subrecipient shall defend and hold Minneapolis Foundation, its employees, officers, directors, agents and representatives harmless from any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and

attorney's fees, which they may suffer arising from any act or omission or neglect of Subrecipient, its employees, officers, directors, agents or representatives, or anyone else for whose acts Subrecipient may be responsible, in the performance of Subrecipient's obligations under this Agreement. This provision shall survive the expiration or termination of this Agreement.

15. **INSURANCE.** Subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property and equipment owned by the recipient or subrecipient. Insurance coverages that expire before the expiration of the Agreement Term shall be promptly renewed by Subrecipient so that there is no gap in coverage. See 2 CFR 200.310.

16. **TERMINATION.**

- a. **By Minneapolis Foundation.** Minneapolis Foundation may, by giving written notice to Subrecipient, terminate this Agreement in whole or in part for cause, which shall include, without limitation: (i) failure for any reason of Subrecipient to fulfill timely and properly any of its obligations under this Agreement, including failure to comply with any provision of Section 8 of this Agreement; (ii) Subrecipient's default, breach or any intervening casualty which poses an immediate threat to life, health or safety; (iii) Subrecipient's breach of its representations, warranties and certifications contained in this Agreement; (iv) the suspension or debarment or determination that Subrecipient or any of its principals are ineligible to participate in federal assistance awards or contracts; (v) the submission by Subrecipient to Minneapolis Foundation of reports that are incorrect or incomplete in any material respect; (vi) ineffective or improper use by Subrecipient of funds received under this Agreement; (vii) suspension, termination, in whole or in part of, or absence or reduction of appropriations for, grants or reimbursements to Minneapolis Foundation relating to this Subaward or Minneapolis Foundation's underlying grant from the U.S. Environmental Protection Agency (EPA); (viii) the necessity for termination and/or amendment of this Agreement so as to make any terms of this Agreement consistent with federal, state or local laws; (ix) fraudulent activities on the part of Subrecipient; and (x) the filing of bankruptcy, receivership or dissolution by or with respect to Subrecipient. Minneapolis Foundation may also terminate this Agreement in whole or in part without cause upon thirty (30) calendar days' written notice to Subrecipient. The immediate suspension or termination notice may include a directive to cease incurring any further expenses as such expenses may no longer be reimbursable by the Awarding Agency.
  - i. Minneapolis Foundation shall pay Subrecipient for termination costs as allowable under Uniform Guidance, to the extent such termination costs can be paid in accordance with the Awarding Agency requirements, as applicable. See 2 CFR 200.472. If the Awarding Agency suspends or terminates the Federal Award, Minneapolis Foundation is obligated to make payments to the Subrecipient only to the extent that such payments are reimbursable by the Awarding Agency.
- b. **By Subrecipient.** If Subrecipient is unable or unwilling to comply with any additional conditions or requirements which may arise as a result of changes in or additions to any federal, state or local laws after the commencement of the Agreement Term, including

without limitation those applied by the U.S. Environmental Agency (EPA) in their grants and reimbursements to Minneapolis Foundation, and which thereby become applicable to Subrecipient during the Agreement Term, Subrecipient shall terminate this Agreement by giving written notice to Minneapolis Foundation. The effective date of such notice of termination shall be no earlier than thirty (30) calendar days from the date of the notice.

- c. Transfer of Performance Upon Termination. Upon giving or receiving notice of termination, Minneapolis Foundation may require Subrecipient to ensure that adequate arrangements have been made for the transfer of performance of the Approved Workplan to another entity or to Minneapolis Foundation, including the reasonable payments of any costs involved in such transfer out of compensation otherwise due Subrecipient under this Agreement.
- d. Disposition of Property. In the event of any termination of this Agreement, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by Subrecipient under this Agreement shall be disposed of according to applicable regulations at 2 CFR 200.310 - 316.
  - i. Consistent with 2 CFR 200.313, the subrecipient may keep equipment purchased under this subaward and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds. Indian tribes must manage and dispose of equipment acquired in accordance with tribal laws and procedures. For real property which is no longer needed for its originally intended use in this agreement, Subrecipient must reach out to Minneapolis Foundation for disposition instructions as per 2 CFR 200.311.
- e. Liability for Default. Whether or not this Agreement is terminated, Subrecipient shall be liable to Minneapolis Foundation for damages sustained by Minneapolis Foundation by virtue of any breach of this Agreement by Subrecipient and Minneapolis Foundation shall be liable to Subrecipient for damages sustained by Subrecipient by virtue of any breach of this Agreement by Minneapolis Foundation. This shall include, without limitation, liability of Subrecipient for the disallowance by the U.S. Environmental Protection Agency (EPA) of the reimbursement of charges submitted by Minneapolis Foundation for services provided by Subrecipient under this Agreement where the disallowance is in any way attributable to Subrecipient, including the provision or maintenance by Subrecipient of inadequate or erroneous records or billing documentation of services provided. If any such reimbursement of charges is disallowed as a result of an audit by the U.S. Environmental Protection Agency (EPA) of Subrecipient or Minneapolis Foundation, the amount disallowed must be paid by Subrecipient to Minneapolis Foundation from funds other than those provided by Minneapolis Foundation under this Agreement.

## 17. GENERAL PROVISIONS.

- a. Governing Law/Jurisdiction. This Subaward is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Minnesota,

without regard to its conflict of laws principles. Each party hereto consents to the jurisdiction of the State and Federal courts of Minnesota. All claims brought by a party hereunder shall be brought in the State or Federal courts located in Hennepin County, Minnesota.

- b. Integration. This Agreement supersedes all oral agreements, negotiations and representations between the parties pertaining to the subject matter of this Agreement.
- c. Severability. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.
- d. Waiver of Breach. The waiver by either party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach by the other party of the same or of different provisions.
- e. Binding Effect; Assignment. Except as otherwise provided in this Agreement, every covenant, term, and provision shall be binding upon and benefit the parties and their respective and permitted successors, transferees, and assigns. Subrecipient shall not assign, subcontract, or transfer any of its rights, responsibilities, or obligations under this Agreement without Minneapolis Foundation's prior written consent, which Minneapolis Foundation may withhold in its sole discretion. Should Subrecipient assign, subcontract or transfer any of its rights, responsibilities or obligations hereunder with such consent from Minneapolis Foundation, Subrecipient and the party to which it proposes to assign or subcontract its responsibilities or services hereunder must enter into a written agreement that is consistent with this Agreement and the various requirements specified hereunder and that is approved by Minneapolis Foundation prior to its execution.
- f. Notices. Notices required by this Agreement shall be made in writing and delivered via U.S. mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as described above shall be effective on the date received. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

If to Minneapolis Foundation:

Jo-Anne Stately  
Senior Vice President of Impact  
Minneapolis Foundation  
80 S. 8th Street  
800 IDS Center  
Minneapolis, MN 55402-2100  
612-672-3878  
[jstately@mplsfoundation.org](mailto:jstately@mplsfoundation.org)

If to Subrecipient:

Name: Mabel Lamb  
Title: Executive Director

Agency: The Sherman Park Community Association, Inc  
Address: 3526 West Fond du Lac Avenue  
City, State Zip: Milwaukee WI 53216  
Phone: (414) 704-6005  
Email Address: mabell@shermanpark.org

- g. Amendment. Any amendment to this Agreement, including to the Approved Workplan, shall be reduced to writing, signed by an authorized representative of each party, and attached to this Agreement.
- h. Counterpart Execution; Facsimile Execution. This Agreement may be executed in any number of counterparts with the same effect as if all parties signed the same document. Such executions may be transmitted to other parties by facsimile or other electronic transmission and such facsimile or other electronic executions shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions, electronic executions, or a combination of the foregoing, shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the parties has executed this Agreement by its duly authorized officer as of the day and year first written above.

**Minneapolis Foundation**

**R. T. Rybak**

Signature: \_\_\_\_\_

Title: President & CEO, Minneapolis Foundation

Email: rtrybak@mplsfoundation.org

Date: 5/12/2025

DocuSigned by:

*R T Rybak*

569000F880C475

**Mabel Lamb**

Signature: \_\_\_\_\_

Title: Executive Director

Email: mabell@shermanpark.org

Date: 5/7/2025

DocuSigned by:

*Mabel Lamb*

2F4493A1A8A34FD



## **SUBAWARD AGREEMENT**

### **List of Exhibits**

<b><u>Exhibit A</u></b>	<b>Subaward Data</b>
<b><u>Exhibit B</u></b>	<b>Required Contract Provisions</b>
<b><u>Exhibit C</u></b>	<b>Certification Regarding Lobbying</b>
<b><u>Exhibit D</u></b>	<b>Conflict of Interest Policy</b>
<b><u>Exhibit E</u></b>	<b>Request for First Disbursement</b>
<b><u>Exhibit F</u></b>	<b>Application Workplan</b>

**Exhibit A**  
**Subaward Data**

(i)	Subrecipient Name	The Sherman Park Community Association, I
(ii)	Subrecipient Unique Entity Identifier:	H493NKA9MEA3
(iii)	Federal Award Identification Number (FAIN):	01E03682
(iv)	Date of Award to the Recipient by FUNDING AGENCY:	12/20/2024
(v)	Subaward Period of Performance Start Date:	04/15/2025
	Subaward Period of Performance End Date:	3/31/2026
(vi)	Amount of Federal Funds Obligated by this Action by Minneapolis Foundation to the Subrecipient:	\$150,000.00
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Minneapolis Foundation Including the Current Subaward:	\$150,000.00
(viii)	Total Amount of the Federal Award Committed to the Subrecipient by Minneapolis Foundation:	\$150,000.00
(ix)	Federal Award Project Description:	Environmental Justice Thriving Communities Grantmaker Program (EJ TCGM)
(x)	Name of Awarding Agency:	U.S. Environmental Protection Agency (EPA)
	Name of Pass-Through Entity:	Minneapolis Foundation
	Contact Information for Minneapolis Foundation Authorizing Official:	R.T. Rybak, President & CEO rtrybak@mplsfoundation.org 612.672.3878
(xi)	Assistance Listing Number and Name	66.615
(xii)	Identification of Whether Subaward is Research and Development	Yes
(xiii)	Indirect Cost Rate for Minneapolis Foundation Federal Award:	15%

## **Exhibit B**

### **Required Contract Provisions**

#### **(Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)**

*Please note:* “**Non-Federal entity**” (NFE) means a State, local government, Indian Tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient. For the purposes of this Subaward Agreement, the required contract provisions apply to the Minneapolis Foundation, all Subrecipients of the Great Lakes TCGM award, and all contracts or subawards determined by the Subrecipient.

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, as amended by Executive Order 11375, and implementing regulations at 41 CFR part 60.
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (*the U.S. Environmental Protection Agency*).

The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency (*the U.S. Environmental Protection Agency*).

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 CFR part 401 and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. Buy American Act (41 U.S.C. §§ 8301-8305): For all contracts for the acquisition of steel, iron and manufactured goods, the non-Federal entity shall obtain from the contractor a

certification confirming that the contractor has not been convicted of violating the Buy American Act, 41 U.S.C. §§ 8301-8305. A clause will also be included that the contractor's acquisition of steel, iron, and manufactured goods, with funding provided through the contract, is subject to the requirements set forth in the Buy American Act, 41 U.S.C. §§ 8301-8305, if applicable.

- K. Drug-Free Workplace (49 CFR Part 32): For all contracts, the non-Federal entity shall obtain from the contractor a certification that it complies with Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.
- L. Domestic preferences for procurements: As appropriate and to the extent consistent with law, contractor will, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- M. Prohibition on certain telecommunications and video surveillance services or equipment: non-Federal entities are prohibited from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- N. Procurement of recovered materials: A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Exhibit C**

**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned, on behalf of The Sherman Park Community Association, Inc., certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


**Subrecipient:** The Sherman Park Community Association, Inc

Authorized Executive: Mabel Lamb

Title: Executive Director

Email: mabell@shermanpark.org

Phone: (414) 704-6005

DocuSigned by:  
  
2F4493A1ADA34FD  
Authorized Executive - Signature

5/7/2025

Date

## **Exhibit D**

### **Conflict of Interest (COI) Policy**

To comply with U.S. Environmental Protection Agency requirements, all Great Lakes Thriving Communities Grantmaking Program (Great Lakes TCGM) Subrecipients must review, sign, and comply with this Conflict of Interest (COI) policy.

This COI policy must be reviewed, signed, and submitted by the Subrecipient's Authorized Executive prior to performing activities related to carrying out the Great Lakes TCGM award. All relevant Subrecipient personnel are responsible for abiding by the following COI policy and must immediately notify their Program Officer at the Minneapolis Foundation if any of the following, or similar, circumstances exist:

- You have any direct and formal personal, familial, or business relationship or connection with any potential Subaward or contractor.
- You are, or are employed by, a partner, subrecipient, contractor, or program beneficiary (e.g., receive a subsidy for purchasing pollution control equipment or a stipend for program participation) of the Subrecipient entity;
- You have a family member or close personal relationship with someone at a partner, subrecipient, contractor, or program beneficiary or who is employed by the specific Governmental or Tribal office or department that is completing a Request for Proposal;
- You cannot objectively and/or impartially participate in the Great Lakes TCGM Program for any other reason including:
  - Current or prior experiences or relationships with a potential Subaward, contractor, or anyone named in the Application Workplan.
  - The individual or someone they have a direct personal, familial, or business relationship with will potentially benefit if a particular individual or organization receives financial assistance from the TCGM grant. This includes receiving EPA funds under a contract awarded under the grant, participant support costs under the grant, or from a subaward made under the grant;
- You have any direct or imputed financial interest with any entity other than Subrecipient involved in the Application Workplan. This may include owning stock or having other financial interests in any entity named as part of an Application Workplan or as a potential subrecipient or contractor. Imputed interests include interests from a spouse; minor child; general partner; entity in which the reviewer serves as an officer, trustee, director, general partner, or employee; or a prospective employer.

## Great Lakes TCGM Subrecipient Conflict of Interest Statement

By signing below:

1. I acknowledge I have read the above Conflict of Interest (COI) statement.
2. I affirm that to the best of my knowledge and belief I am not aware of any information, activities, or circumstances bearing on the existence of any potential or actual conflicts of interest (including but not limited to any activities or relationships that would affect, impair, or influence my ability to participate impartially and objectively) regarding my responsibilities related to the Great Lakes TCGM award.
  - a. Alternatively, I have the following conflict(s) of interest to report:
    1. \_\_\_\_\_
    2. \_\_\_\_\_
    3. \_\_\_\_\_
    4. \_\_\_\_\_
3. I agree that if an actual or potential COI materializes during performance of my responsibilities, I will immediately notify and make a full disclosure to their Program Officer at The Minneapolis Foundation and discontinue performance until the conflict of interest can be mitigated, resolved, or avoided after consultation with The Minneapolis Foundation.
4. I understand these provisions are consistent with, and do not supersede, conflict with, or otherwise alter, the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

**Subrecipient:** The Sherman Park Community Association, Inc

Authorized Executive: Mabel Lamb

Title: Executive Director

Email: mabell@shermanpark.org

Phone: (414) 704-6005

DocuSigned by:

*Mabel Lamb*

2F4493A1ADA34FD  
Authorized Executive - Signature

5/7/2025

\_\_\_\_\_  
Date



**Exhibit E**  
**Request for First Disbursement**

The Minneapolis Foundation agrees to disburse funds to Subrecipient on a milestone basis, in accordance with the Application Workplan attached in Exhibit B, and any amendments thereto, in an amount not to exceed \$150,000.00 . Subrecipient will, in a satisfactory manner as determined by Minneapolis Foundation and in accordance with relevant regulations and guidelines, utilize funds to advance Project Goals and accomplish Project Outcomes.

**Subrecipient requests \$75,000.00                      equivalent to 50% of the Awarded Amount, as a single payment.** Subrecipient agrees to the following certification:

*I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.*


**Subrecipient:** The Sherman Park Community Association, Inc

Authorized Executive: Mabel Lamb

Title: Executive Director

Email: mabell@shermanpark.org

Phone: (414) 704-6005

DocuSigned by:  
  
2E4493A1ADA34ED

Authorized Executive - Signature

5/7/2025

\_\_\_\_\_  
Date

**Minneapolis Foundation**

**Kyla Rathjen**

Grants Accountant

[krathjen@mplsfoundation.org](mailto:krathjen@mplsfoundation.org)

(612) 672-3847

Signed by:  
  
DE142E38A76944C

Grants Accountant - Signature

5/9/2025

\_\_\_\_\_  
Date

# Great Lakes TCGM Required Workplan Template

## Tier 1 Fixed-Amount Community-Led Assessment and Education Grants (Competitive and Noncompetitive)

OMB Control Number = 2035-0002, Expiration Date = 05/31/2025

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. OMB Control Number: 2035-NEW. Responses to this collection of information are voluntary. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to Director, Information Engagement Division; U.S. Environmental Protection Agency (2821T); 1200 Pennsylvania Ave., NW; Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Please provide projected quarterly expenses and a project workplan using the required template below. An Example Tier 1 Fixed Amount Budget is available for your reference.

Develop your workplan based upon the requested grant amount. Make sure the budget and milestones align with your chosen project timeframe: 6, 9, or 12 months. You can choose any combination of grant size and project timeframe as long as your workplan demonstrates you can accomplish your goals, outcomes, and milestones within that budget and grant period. Tier 1 fixed-amount grants will be paid out as follows: 50% at the start of the project (once the grant agreement and final paperwork is submitted) and 50% upon completion of milestones in Quarter 1 and Quarter 2 (at the project's halfway point).

Workplan Quarter Reference Chart			
Please refer to the chart below to assist in developing your workplan milestones. Some or all activities may be conducted across multiple quarters.			
Reporting Deadlines	6-month project	9-month project	12-month project
Quarter 1	1.5 months	2.25 months	3 months
Quarter 2 (Halfway point)	3 months	4.5 months	6 months
Quarter 3	4.5 months	6.75 months	9 months
Quarter 4 (Project completion)	6 months	9 months	12 months

# Great Lakes TCGM Required Workplan Template

Tier 1 Fixed-Amount Community-Led Assessment and Education Grants  
(Competitive and Noncompetitive)

<b>Project Name:</b>	Healthy Homes & ECO Neighborhoods	
<b>Lead Organization Name:</b>	Sherman Park Community Association	
<b>Requested Grant Amount:</b>	\$150,000	
<b>Project Length (6, 9, or 12 months):</b>	12 months	
<b>Proposed Grant Period (m/d/y – m/d/y):</b>	06/01/2025 – 05/31/2026	
<b>Overall Project</b>		
<b>Project Goals:</b> List no more than 3. 1. Complete 36 energy and healthy home assessments 2. Sustain 2 existing staff positions (1 Resilience Ambassador; 1 Project Manager) 3. Communicate available incentives and rebates from the Inflation Reduction Act to residents in our target service area.		
<b>Project Outcomes:</b> List no more than 3 specific results expected from your grant-funded project. 1. Provide up to 36 homeowners living in disadvantaged communities (DACs) with free energy and healthy home assessments, and resource referrals which leads to them making energy efficiency and health home improvements. 2. Project participants will experience an 80% increase in their knowledge of housing resources 3. Reduce environmental and health disparities while bolstering climate resilient housing stock.		
<b>Quarterly Workplan</b>		
<b>Project Quarter</b>	<b>Projected Expenses</b> Quarters must total requested grant amount.	<b>Milestones</b> List up to 3 key projects activities for each quarter
<b>Quarter 1</b> (1.5-3 months from start) June 2025 - Aug	\$37,500	1. 3 energy and healthy home assessments per month 2. Community outreach events x4per month 3. Launch outreach and marketing strategies
<b>Quarter 2</b> (3-6 months from start) <b>Sept - nov</b>	\$37,500	1. 3 energy and healthy home assessments per month 2. Attend 4 community outreach events per month 3. Host 1 community engagement meeting
<b>Quarter 3</b> (4.5-9 months from start) <b>Dec - Feb</b>	\$37,500	1. 3 energy and healthy home assessments per month 2. Host 1 community engagement meeting 3. Complete project evaluation and programmatic updates

# Great Lakes TCGM Required Workplan Template

Tier 1 Fixed-Amount Community-Led Assessment and Education Grants  
(Competitive and Noncompetitive)

<b>Quarter 4</b> (6-12 months from start) <b>Mar - May</b>	\$37,500	1. 3 energy and healthy home assessments per month 2. Host 2 community engagement meetings 3. Attend 4 community outreach events per month
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