

**GRANT AGREEMENT
("Agreement")**

THE GRANTEE AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:

DATE: May 12, 2016

GRANT NUMBER: 16064

GRANTEE: City of Milwaukee
200 E. Wells Street, Room 603
Milwaukee, WI 53202
("your Organization")

GRANTOR: Joseph and Vera Zilber Charitable Foundation, Inc.
710 N. Plankinton Avenue, Suite 1200
Milwaukee, WI 53203
(herein referred to as the "Grantor")

GRANT AMOUNT: \$100,000.00

PURPOSE OF GRANT: To support commercial corridor streetscaping and beautification projects in Lindsay Heights.

FOR USE OVER THE PERIOD: June 15, 2016 – June 14, 2018

EXPECTED PAYMENT SCHEDULE, as may be amended by the Grantor in their sole and absolute discretion from time to time.

WRITTEN REPORTS (as defined in section 5(B)) **DUE**, as may be amended from time to time upon written authorization from the Grantor the "Due Dates" and "Payment Schedule" is as follows:

Payments	
Payment By	Amount
July 31, 2016	\$50,000.00
July 31, 2017	\$50,000.00
	Total \$100,000.00

Reports	
Report Due Date	Report Approved By
November 30, 2016	December 31, 2016
May 31, 2017	June 30, 2017
November 30, 2017	December 31, 2017
July 31, 2018	August 31, 2018

OTHER TERMS AND CONDITIONS:

1. PAYMENT TERMS:

(A) Payment of the grant funds is currently expected to be made as indicated in the Payment Schedule above, provided your Organization is in compliance with all terms and conditions of this Agreement at the time of the scheduled payment.

(B) The initial installment of grant funds will be made within ninety (90) days after receipt by the Grantor of a fully executed copy of this Agreement and all necessary tax documents.

(C) Any payment made by the Grantor to your Organization with specific directions that it be credited toward this grant shall reduce the obligation of the Grantor hereunder by an amount equal to the fair market value of such grant. For all other purpose of this Agreement, any such payment shall be treated as a grant pursuant to and subject to the terms of this Agreement, except that any funds returned pursuant to the terms of this Agreement shall be returned to the respective donors in proportion to the contributions made by them.

2. BANK ACCOUNTS: Grant funds shall be deposited in your Organization's interest-bearing account whenever feasible. Any grant funds not expended or committed for the purposes of the grant by **May 31, 2019** will be returned to the Grantor.

3. IN RECOGNITION OF GRANT: In recognition of the Grantor's generosity, your Organization agrees to publicize the Grantor's grant by acknowledging the grant in program related print and electronic materials, and the Grantor hereby acknowledge that your Organization is authorized to use the Grantor's Name (as such term is defined in section 7) for such purposes.

4. USE OF FUNDS:

(A) Grant funds from the Grantor may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above, and it is understood that these grant funds will be used only for such Purpose, substantially in accordance with the proposal submitted by your Organization on or about April 1, 2016 and the budget attached thereto (the "**approved budget**"), subject to the terms of this Agreement. Your Organization agrees to obtain the Grantor's prior approval in writing should there be any material changes or variances to the approved budget, including the timing of expenditures, at any point during the course of this grant.

(B) RESTRICTIONS ON USE OF FUNDS:

(1) Your Organization hereby confirms that the Grantor's grant funds will not be used to carry on propaganda, to lobby or otherwise attempt to influence legislation or to conduct any activities described in Sections 4945(d) and (e) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations thereunder. Your Organization further confirms that the primary purpose of undertaking the work described in your Organization's proposal is not for use in lobbying.

(2) Your Organization agrees that it will comply with all applicable State and Federal laws and regulations.

5. WRITTEN REPORTS:

(A) Two copies of Written Reports (as defined below) signed by an appropriate officer of your Organization are to be furnished to the attention of the Grantor's Executive Director, covering each time period in which your Organization receives or expends any portion of the grant funds until the Grantor's grant funds are expended in full or the grant is otherwise terminated. The Written Reports for this grant are due no later than the Due Dates specified above.

(B) Each Written Report should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report and such other information as may be requested by the Grantor from time to time (the "**Written Report**"). The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting all expenditures of the grant funds during the period covered by the Written Report. The Grantor may provide a template to be used to prepare grant reports, and may also request supplemental information to the Written Report.

6. INTELLECTUAL PROPERTY: In countersigning this agreement, your Organization acknowledges that, except as may otherwise be provided herein, all copyright interests in materials produced as a result of this grant (the "**Work Product**") shall be owned by your Organization. To effect the widest possible distribution of the Work Product and ensure that it enters and remains in the public domain, your Organization hereby grants to the Grantor a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the Work Product and any other work product arising out of or resulting from your Organization's use of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Your Organization further acknowledges and agrees, at the Grantor's request, to execute any additional documents necessary to effect such license.

7. USE OF NAME: Your Organization acknowledges that the name and mark Joseph and Vera Zilber Charitable Foundation, Inc., and all variations thereof and any other names and marks comprising the name or mark (the "**Foundation Name**") are the sole and exclusive property of the Grantor, that any and all uses of the Foundation Name by your Organization shall inure solely to the benefit of the Grantor, and that your Organization shall not acquire any right, title or interest in any Foundation Name. All uses of any Foundation Name by your Organization in any manner shall be subject to inspection by and approval of the Grantor, which approval may be granted or withheld in the sole and absolute discretion of the Grantor. Upon termination of this agreement, or at the request of the Grantor at any time, your Organization shall immediately discontinue and forever thereafter desist from any and all use of any Foundation Name and shall either destroy or deliver to the Grantor, at no charge to the Grantor, stationery, brochures, proposed paid media and other similar materials bearing any Foundation Name that then are in the possession or control of your Organization.

8. PUBLICATIONS: Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Grantor. Unless otherwise notified by the Grantor, such publications should include a simple acknowledgment of the grant support from the Grantor in a form approved by the Grantor.

9. UNTIMELY OR UNSATISFACTORY REPORTS: If satisfactory Written Reports are not submitted to the Grantor on a timely basis, further payments, if any, to your Organization under this grant or under any other Grantor grant will be withheld until such time as satisfactory Written Reports are received. The determination as to whether or not a Written Report is satisfactory shall be made by the Grantor in its sole and absolute discretion.

10. EVALUATING OPERATIONS: The Grantor may monitor and conduct an evaluation of operations under this grant, which may include visits from the Grantor personnel to observe your Organization's program, discuss the program with your Organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.
11. GRANTOR GRANT REPORTS: The Grantor may include basic information about this grant in its periodic public reports and may also refer to the grant in a press release. If there are special considerations concerning the public announcement of this grant at your Organization, or if you would like to coordinate a public announcement of the grant with the Grantor's announcement, we encourage you to contact the Grantor's Executive Director.
12. RIGHT TO DISCONTINUE FUNDING: The Grantor reserve the right, in its sole discretion, to discontinue or suspend funding, in whole or in part, if (a) the Written Reports required herein are not submitted to the Grantor on a timely basis, (b) the Written Reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Grantor to determine the funds have been used for their intended purposes, (c) grant funds have not been used for their intended purposes or have been used in a manner that is inconsistent with the terms of this agreement, (d) the Grantor in its sole and absolute discretion is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished, or (f) as a result of circumstances not anticipated by the Grantor at the time the grant is made, there is a decrease in the Grantor net income in an amount that will, as determined in the Grantor sole and absolute discretion, adversely impact the Grantor ability to make future grants in furtherance of its purposes.
13. U.S. TAX STATUS: By countersigning this Agreement, your Organization confirms that it has received its Section 501(c)(3) determination from the Internal Revenue Service (the "IRS") and it is treated by the IRS as an Organization that is not a private foundation as described in Section 509 of the Code, and further, that your Organization is one which is described in Section 509(a)(1) or (2) of the Code. If such determination or status under the Code is revoked or modified during the course of this grant, your Organization hereby agrees to notify the Grantor and, upon request, promptly return any unspent grant funds to the Grantor as of the date of such change.
14. MODIFICATION OF TERMS: The terms of this Agreement may be modified only by an agreement signed by an officer of your Organization and a corporate officer of the Grantor. Any modifications made by your Organization to this printed Agreement (whether handwritten or otherwise) will not be considered binding on the Grantor until written confirmation of such modification is obtained from the Grantor.
15. HEADINGS: The section headings in this Agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this Agreement.
16. ENTIRE AGREEMENT: This Agreement represents the entire agreement between your Organization and the Grantor with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto.
17. DUE AUTHORITY: The person signing this Agreement on behalf of your Organization represents and warrants to the Grantor that s/he is an officer of your Organization and has requisite legal power and authority to execute this Agreement on behalf of your Organization and bind your Organization to the obligations herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**JOSEPH AND VERA ZILBER CHARITABLE
FOUNDATION, INC.**

CITY OF MILWAUKEE

By: _____
Signature

By: _____
Signature

Its: _____
Title

Its: _____
Title

Acceptance Date: _____

To facilitate receipt of the grant funds, complete the following and return one fully signed Agreement to:

Executive Director
Joseph and Vera Zilber Charitable Foundation, Inc.
710 N. Plankinton Avenue
Milwaukee, WI 53203

Payment should be made payable to

Please provide mailing instructions for the remittance (no P.O Box will be accepted):

Contact Name: _____

Title: _____

Organization: _____

Address: _____

Phone (optional): _____

E-Mail (optional) _____