



Grant Agreement

The grant to your organization from the Foundation is for the explicit purpose(s) described below and is subject to your acceptance of the conditions described in this document. In order to receive grant funds, **PLEASE E-MAIL A SIGNED PDF COPY OF THIS GRANT AGREEMENT TO ciadmin@gretermilwaukeefoundation.org.**

Grantee: City of Milwaukee Office of Environmental Sustainability

Grant Number: 20151458

Grant Amount: \$138,600 Total

Date Approved: July 2, 2015

Grant purpose: to develop 15 orchards and 6 pocket parks in Milwaukee's neighborhoods on the north side of Milwaukee.

Grant period begins: June 10, 2015

Ends: December 31, 2015

Payment schedule: \$20,000 on June 16, 2015 \$118,600 on July 29, 2015

Special conditions: This grant is made as part of the Partners for Places award granted to the Greater Milwaukee Foundation as agent for the Community Development Alliance. The purpose of this project is to 1) foster a strong working relationship between the local sustainability office of municipal government and place-based philanthropies; 2) demonstrate models for urban agriculture through the re-activation of vacant lots; 3) employ residents from the surrounding areas through the use of nonprofit landscaping services with the capacity to train and hire individuals with multiple barriers to employment, and; 4) provide local philanthropic support to the ReFresh Milwaukee plan priorities.

Requirements of this grant agreement supersede grant agreement #20151234.

GENERAL CONDITIONS OF THE GRANT:

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

Please read the following carefully:

I. TAX REQUIREMENTS

If applicable, the Grantee certifies that the Federal tax exemption determination letter has not been revoked and the present operation of the organization and its current sources of support are consistent with the organization's continuing tax exempt classification.

Grantee shall immediately give written notice to the Foundation if, prior to receipt of all or any portion of the grant, or before all or any portion of the funds are expended, the Grantee ceases to be exempt from Federal income taxes under the provisions of 501(c)(3) or becomes a private foundation under Section 509(a) of the code.

II. BOARD DIVERSITY

The Foundation is committed to promoting equity and inclusion with a focus on racial equity in our community. This commitment applies to our grantmaking. Eligible nonprofits must have board membership that is at least 10 percent people of color. The Grantee represents that its current board of directors meets this requirement.

III. ANNOUNCING GRANTS

Grants approved by the Greater Milwaukee Foundation Board are reported to the community through the Foundation's newsletter, annual report and periodic press releases.

Grantee agencies are encouraged to make public announcements on their own, especially when such notices might stimulate additional support or help to inform the community about important projects. Language to use when referring to the grant is specified in the payment letter.

The national partner with the Partners for Places Grant has specific guidelines that must be adhered to when announcing any work related to this project. The Greater Milwaukee Foundation must be alerted when any media coverage or events are planned which will spotlight the Bloomberg Award for Partners for Places project; GMF will provide the specific language requirements. **Terms with the national funder require any media announcements, signage, etc. related to this grant must receive approval prior to release or use.**

A copy of announcements and published references to the grant, following approval, should be sent to the Greater Milwaukee Foundation for its records and to share with the national funder.

IV. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose described above and in accordance with the approved budget. Any program or budget modifications must have the Foundation's prior written approval. The list of proposed lots is attached to this grant agreement; any changes are subject to approval by the Foundation and Committee advising this project.

- A. The Grantee shall return to the Foundation any unexpended funds:
 - 1. at the end of the grant period, or
 - 2. if the Foundation determines that the Grantee has not performed in accordance with this agreement and approved program/budget, or
 - 3. if the Grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code.
- B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the Greater Milwaukee Foundation.
- C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved project.
- D. The Grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.
- E. This Agreement shall be null and void and all grant funds shall be repaid by the Grantee if, within 180 days after the date this agreement is executed by the Greater Milwaukee Foundation, the project has not commenced and the Grantee has not made use of grant funds for such project.

V. REPORTING

The Grantee shall provide written reports with a full financial accounting of all grant fund expenditures and a narrative report on the project according to the following schedule:

Progress Report: September 15, 2015

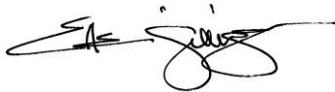
Final Report: January 30, 2016

Please access the Grant Evaluation Form-Post Project on our website at www.greatermilwaukeefoundation.org under the Grant Seekers Menu in the Frequently Used Forms tab. Completed forms should be emailed to grantreport@greatermilwaukeefoundation.org.

VI. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Foundation has no obligation to provide additional support to the Grantee.

GREATER MILWAUKEE FOUNDATION:



Ellen M. Gilligan
President & CEO

GRANTEE:

Signature of Representative

Name and Title