City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Mike Pogge-Weaver, City Manager MPW

FROM: Jack Wardell, Director of Parks and Recreation JW

DATE: November 22, 2017

SUBJECT: Memo to City Council – Resolution for Award of the Iowa West Foundation Grant – Kellan's Kingdom – All Inclusive Playground

- Resolution – Award of the Iowa West Foundation Grant Program – Letter of Agreement

The City of Carroll has been awarded $10,000.00 from the Iowa West Foundation to assist in the funding of Kellan's Kingdom. Attached to this memorandum is the Grant Award Letter of Agreement and Resolution.

RECOMMENDATION: For the City Council to consider and approve the resolution authorizing the Mayor to sign the Grant Award Letter of Agreement from Iowa West Foundation for Kellan's Kingdom in the amount of $10,000.00.

RESOLUTION NO. _____

AWARD OF THE IOWA WEST FOUNDATION GRANT PROGRAM LETTER OF AGREEMENT

WHEREAS, the City of Carroll City Council is in support of Kellan's Kingdom – All Inclusive Playground and finds it a worthwhile project for the City of Carroll and;

WHEREAS, the City of Carroll has or will accept the Grant Award Letter of Agreement and provide additional financial assistance towards project costs in City funds, private contributions and other grants for the proposed Kellan's Kingdom – All Inclusive Playground.

WHEREAS, the City of Carroll is committed to Kellan's Kingdom – All Inclusive Playground Project and now,

BE IT THEREFORE RESOLVED by the Carroll City Council that the City of Carroll supports and approves the grant funds from the Iowa West Foundation in the amount of $10,000 toward Kellan's Kingdom – All Inclusive Playground Project,

Passed and approved by the Carroll City Council on this _____ day of November, 2017.

SIGNED:

City Council of the
City of Carroll, Iowa

_____
Eric P. Jensen, Mayor

ATTEST:

_____
Laura A. Schaefer, City Clerk

GRANT AWARD LETTER OF AGREEMENT

Grant No. C3 2017 6
City of Carroll

This Grant Agreement ("Agreement") is made between the **Iowa West Foundation** ("Foundation") and **City of Carroll** ("Grantee") for the purpose of providing grant funding for the **Inclusive Playground** project.

The Iowa West Foundation is a private, charitable foundation serving Southwest Iowa and Eastern Nebraska. Its mission is to improve lives and strengthen communities for current and future generations to achieve our vision of a community where families choose to live and businesses choose to locate because of the quality of life and the standard of living. In furtherance of this mission, the Iowa West Foundation's Board of Directors, during its **Cycle 3 2017** Grants Review Committee meeting approved funding in the amount of **$10,000.00 – LAST IN** for the Grantee to:

Build Kellan's Kingdom, an all-inclusive Playground.

Award Information

Grant Number	C3 2017 6
Title	Kellan's Kingdom, All-Inclusive Playground
Award %	Not to exceed **8%** of the project ($132,000.00) **LAST IN**
Expiration Date	December 18, 2018
Foundation Contact Person	Deb Debbaut, (712) 309-3003, ddebbaut@iowawestfoundation.org

Special Award Conditions	• Not to exceed 8% of the total project cost of $132,000.00.
	• All sources of funds must be raised and restricted to this project before funds from the Iowa West Foundation will be disbursed.
	• The Iowa West Foundation shall be notified in writing with any major modifications to the project.
	• Impact reporting shall include the following:
	  • High quality photos of the project.
	  • Include at least two success stories – brief, human-scale narratives, of the impact of the park on specific individuals.
	• Grantee shall notify the Iowa West Foundation when the required funding match has been made. Disbursements will then be made based on the guidelines for receiving payment from the Iowa West Foundation.

Terms and Conditions

Please additionally review the terms and conditions sheet included with this letter. It is incorporated as a critical piece of the agreement. Grantee's deposit, negotiation, or endorsement of the first disbursement check will constitute its agreement to the terms and conditions set forth above and in any attachments. For the Iowa West Foundation's files, please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to the Foundation by **November 30, 2017.** Do not forget to retain a copy for your files.

Please sign and return this signature page

Date _____

Name of Authorized Agent _____

Title of Authorized Agent _____

Signature _____

Terms and Conditions

1. **Eligible Organization:** Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the "IRS") as a public charity under sections 501(c)(3) and 509(a)(I), (2), or (3) of the Internal Revenue Code (the "Code"), or, a school district applying through the local area education agency, or another governmental entity. Additionally, Grantee shall inform the Iowa West Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.

2. **Eligible Activities:** This grant may be used only for Grantee's charitable and educational activities.

3. **Misuse of Funds:** Grant funds may not be used for activities or purposes prohibited in the Grant Eligibility and Restrictions section of the Iowa West Foundation Policies and Procedures (www.iowawestfoundation.org/grantmaking), such as discriminating against any individual or group, based on race, religious beliefs, or ethnic or national origin. Nor may funds be used for any activity or purpose prohibited by the Internal Revenue Code (such as inurement/private benefit) or other state/federal law.

4. **Purpose and Use of Funds**: The Grantee agrees that all funding disbursed under this Grant Agreement shall be used exclusively towards the attainment of the proposed Grant Activity Description as described in Grantee's grant request submitted to Foundation, which is incorporated by reference and an integral part of this agreement letter, and subject to any Special Award Conditions described on the cover page. Furthermore, if at any time the Grantee should determine that achievement of the stated objectives is no longer feasible, for any reason, the Grantee agrees to notify the Foundation in writing immediately to initiate discussion on steps to be taken.

   Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Iowa West Foundation will request that Grantee return any grant unexpended grant funds remaining at the end of the project period.

5. **Leveraging Funds:** The funding granted through this Agreement is based on a percentage of the expected project cost, per the Grantee's application. If the project or program decreases in size and scope post award, the Grantee must ensure that the Foundation-funded portion does not exceed the proportion listed in this section, without prior Foundation approval.

6. **Incorporation of Grant Request:** The grant request proposal submitted by the Grantee to the Foundation is hereby agreed to be an integral part of the agreement. It is expected that the Grantee will complete the work identified in their application, as restricted by the "special award considerations." Any change to the scope should be discussed with the appropriate foundation contact person.

7. **Term of Agreement**: This agreement is effective during the time period specified under the Term of Agreement, unless terminated earlier in accordance with this Agreement. It is agreed that all activities financed with Foundation funds (including for the purposes of calculating the grantee match) will be completed within the period of the grant unless Iowa West Foundation provides approval of extension in writing. *A request-to-extend the contract expiration date must be received in writing 60-days prior to the contract expiration date.*

8. **Termination:** The Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant, the content of any required written report, if grant performance standards are not met, or if Grantee spends grant proceeds for purposes other than those approved by the Foundation. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Foundation, except where the Foundation has agreed in writing to an alternative use of the unused funds. The Grantee also agrees to repay any funds that the Foundation

determines to be misspent pursuant to the terms of this letter. Further, the Foundation may terminate grant disbursements during the grant period if grant performance standards (activities and outputs) are unmet.

9. **Modification:** The Grant Agreement may only be modified by issuance of a formal written Grant Agreement Modification jointly executed by the Grantee's Agent and Foundation's Agent.

10. **Ownership of Intellectual Property:** All reports generated and data collected during this grant shall be considered the joint property of the Grantee and Foundation. This provision extends to third party evaluations conducted for the purposes of the grant and/or as may be required in this agreement.

11. **Performance Management:** The Foundation will use a variety of mechanisms to stay abreast of the Grantee's performance under the grant, and of general progress toward attainment of the grant objectives. These may include:
    a. Feedback from key partners
    b. Site visits by Foundation personnel
    c. Meetings to review and assess periodic work plans and progress reports
    d. Impact Reports

    During the grant period, Grantee agrees to permit The Foundation or its designated agent to inspect Grantee's premises, facilities or the project where the grant is utilized. Grantee shall maintain records of receipts and expenditures involving the award and to make all related books and records available to the Foundation upon request.

12. **Financial / Progress Reporting:** The Grantee agrees to submit required financial and progress report ("Impact Report") to the Foundation. Grantee will be advised if an *interim Impact Report* is also required. The final *Impact Report* on use of funds and grant outcomes is due no later than 30 days after the contract expiration date, and may be submitted early if the grant outcomes are achieved prior to the due date. A web-link to an online *Impact Report* will be made available to grantee by Pam Bierce, Grants Assistant, who is available to assist at (712) 309-3000 and at grantinfo@iowawestfoundation.org.

13. **Communication:** The Grantee agrees to abide by the Foundation Communications Policy, attached to this agreement, and to acknowledge the award publicly in Grantee's customary fashion, and to copy the Foundation on all announcements. For any questions, contact Director of Communications Nicole Lindquist at (712) 309-3004, or nlindquist@iowawestfoundation.org.

14. **Staff Contact:** The primary Foundation staff contact(s) for this agreement is indicated on the cover page. Please reference your grant number in your communications with the Foundation.