



November 24, 2020

Elena Foshay, Director of Workforce Development  
City of Duluth  
402 West First Street,  
Duluth, MN 55802  
[efoshay@DuluthMN.gov](mailto:efoshay@DuluthMN.gov)

Dear Elena Foshay,

Congratulations. Local Initiatives Support Corporation ("LISC") has approved a grant in the amount set forth in the table below to City of Duluth (the "Grantee") and the terms and conditions of this Grant are set forth in this grant agreement ("Grant Agreement") as follows:

**Program Action Number** 51079-0001

**Grant Funding and Budget**

Use of Funds	Amount
Staff-time for 8 Digital Navigators	\$50,000
Training fees and technology devices for distance learning training	\$10,000
<b>TOTAL:</b>	<b>\$60,000</b>

Any change in the budget of 10% of the total budget or more shall be subject to LISC's prior written approval. LISC reserves the right to approve any professionals or consultants hired with the funds provided under this Grant.

**Term of the Grant**

The Grant term begins on November 1, 2020 and ends on **August 31, 2021** (the "Expiration Date").

**Purpose of the Grant**

The Grant is being provided to the Grantee to support training and staff time for 8 Digital Navigators providing 1:1 counseling at 5 social service sites.

The Duluth Workforce Board will place Digital Navigators at 5 community organizations across Duluth who already support low-income and BIPOC families and students. These

may include: the Duluth Community Schools Collaborative, Community Action Duluth, Center City Housing, and the Boys and Girls Club.

The Digital Navigator role will work with the existing career programs that are certifying local job seekers in basic IT and support services. They will work in collaboration with LISC Duluth and the Duluth Digital Inclusion Partnership, ISD 709, our local community organizations and community action agency, Lake Superior College, Adult Basic Education, LISC Duluth, and Community Action Duluth. These new digital case managers will be trained on distance learning platforms and to work with families starting as soon as November. Digital Navigators will help families one-on-one, to get devices connected to the internet, provide basic troubleshooting, access district resources, navigate remote learning platforms (like Canvas), and assist them in accessing other online community resources.

Anticipated Output/Outcome:

OUTPUT or OUTCOME	PROJECTED NUMBER
Digital Navigators Hired	8

In accordance with the Grant Budget, the Grantee hereby agrees to use the Grant in furtherance of its charitable purposes.

**Disbursement Conditions**

Full disbursement will be made upon the following conditions being met:

1. A completed Grant Agreement signed by the Grantee returned to LISC's **Grants and Contract Management** department;
2. LISC's Program Officer's receipt and approval of a disbursement request and a duly completed and executed Private Grant Financial Report (Attachment B);

**Reporting Condition**

Grantee shall submit a final narrative report.

**Other Grant Conditions and Requirements**

The attached Grant Terms and Conditions (**Attachment A**) shall be incorporated into, and made a part of, the Grant Agreement between LISC and the Grantee.

**Next Steps: Please follow ALL of the steps outlined below. LISC will not disburse funds unless and until this information is completed fully:**

1. Please carefully review the terms and conditions (outlined in this Grant Agreement) detailing requirements for the use of this Grant.

2. An authorized officer of the Grantee must sign the Grant Agreement and email it to [grants\\_contracts@lisc.org](mailto:grants_contracts@lisc.org) copying Emily Nygren, Program Officer at enygren@lisc.org. Please consult this LISC staffer with questions about this Grant, to request disbursement of funds, and to report on progress. **This Grant Agreement must be signed and returned to LISC within thirty (30) days after the date of this Grant Agreement. If such deadline passes, LISC reserves the right to withdraw this Grant Agreement and reprogram the funds**
3. LISC will then sign/fully execute the Grant and email it to the authorized contact person at your organization.

**TERMS OF GRANT ACCEPTED AND AGREED TO:**

**City of Duluth**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LISC OFFICER COUNTER-SIGNATURE:**

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

## **Attachment A**

### **GRANT TERMS AND CONDITIONS**

**1. Funds Not Disbursed By the Expiration Date:** All requests for reimbursement of expended funds pursuant to the Grant Agreement (in furtherance of the Purpose(s) of the Grant) must be received by LISC no later than 60 days after the Grant end date. Any Grant funds not expended by the Grantee by the Expiration Date shall be automatically reprogrammed by LISC, and shall no longer be available for disbursement to the Grantee; provided, however, that if the Expiration Date is extended, then the funds shall remain available for disbursement until the new Expiration Date.

**2. Funds Not Disbursed in a Timely Way:** Any funds not drawn down in a timely fashion during the term of the Grant may be deobligated by LISC in its sole discretion after notice to the Grantee. Such deobligation shall be effective as to any Grant proceeds not expended by the Grantee prior to the date of receipt of such notice.

**3. No Disbursement if Non-Compliance.** LISC shall not make any disbursement of the Grant unless on the proposed date of disbursement the Grantee is in full compliance with all these Grant Terms and Conditions set forth in the Grant Agreement. In addition, LISC shall not make any disbursement of the Grant if it will (i) violate any provision of law, regulation or administrative ruling to which LISC is subject, (ii) subject LISC to any tax, penalty, or fine, or (iii) not further the charitable purposes of LISC.

**4. No Disbursement if Default Exists, or Material Adverse Change Has Occurred:** LISC shall not make any disbursement of the Grant if, at the time of the proposed disbursement, the Grantee, or any subsidiary of the Grantee, or any partnership affiliated with the Grantee, is in default under the terms of any LISC financing, whether for the Project or provided by LISC for any other project or purpose. In addition, LISC shall not make any disbursement of the Grant if there has been a material adverse change in the financial or other condition of the Grantee or the Project, including, but not limited to, any adverse change in the Grantee's key personnel working on the Project (with LISC determining, in its reasonable discretion, what constitutes a material adverse change in key personnel).

**5. Restrictions on Use of the Grant:** Under Sections 501 and 4945 of the Internal Revenue Code (the "Code"), the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, intervene in, or attempt to influence the outcome of, political campaigns or elections. Additionally, under the applicable provisions of the Code, LISC funds may only be used in furtherance of LISC's charitable purposes. By countersigning this Agreement and returning it to LISC, the Grantee agrees to (i) not use the Grant for purposes prohibited by the preceding two sentences, (ii) use the Grant in furtherance of the Grantee's charitable purposes (as set forth in its Articles of Incorporation and Application For Recognition of Exemption to the IRS), and (iii) promptly reimburse LISC any Grant amounts not used to further charitable purposes.

**6. Compliance with Laws.:** In its use of Grant funds provided by LISC, and in its development, marketing, and operation of the Project, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental) laws, executive orders, rules, and regulations, including without limitation anti-discrimination laws, executive orders, rules, and regulations.

**7. Tax-Exempt Status:** The Grantee represents and warrants that its determination letter from the Internal Revenue Service ("IRS") which states that Grantee's tax-exempt status under Section 501(c)(3) of the IRS code is still in effect as of the date of execution and delivery of the executed Grant Agreement, has not been revoked or modified, and that Grantee has delivered a copy of said letter to LISC. If such determination is revoked or modified, Grantee shall so notify LISC as soon thereafter as possible.

**8. Review of Operations:** LISC may monitor and conduct an evaluation of activities funded by the Grant. Such evaluation may include a visit from LISC personnel to observe the activities funded by the Grant, to discuss said activities with the Grantee's personnel, and/or to review financial and other records and materials relating to the activities financed or facilitated by the Grant. In addition, upon LISC's providing of reasonable advance notice, the LISC Principal Contact shall be permitted to attend at least one Board meeting of the Grantee a year.

**9. Publicity:** The Grantee agrees that LISC may include information regarding the Grant and the Project in its periodic public reports. The Grantee shall also make best efforts to provide LISC with reasonable advance notice of any groundbreaking or ribbon-cutting events for the Project. LISC may refer to the Grant in press releases, and asks that until such a press release is issued, the Grantee not make any public announcement relating to the Grant without first consulting the LISC contact person. A copy of all issued press releases shall be promptly sent to such contact person. In addition, the Grantee agrees to acknowledge receipt of this grant from LISC in relevant and appropriate publications.

**10. Assignment or Delegation and Subcontracting:** The Grant Agreement and the rights and duties under the Grant Agreement must not be assigned, delegated or subcontracted by the Grantee without the prior written consent of LISC, and any purported assignment, delegation or subcontracting of the Grant Agreement without said consent of LISC shall be void. In addition, LISC reserves the right to approve any professionals or consultants hired with funds under this Grant.

**11: Amendment of Term of Grant.** LISC shall consider, but is not obligated to agree to, requests by the Grantee to extend the Expiration Date or make other modifications to the terms of the Grant. Amendments to the Grant shall be made only after (i) LISC's Principal Contact has received a written request from the Grantee stating the nature of the amendment requested, and (ii) an authorized officer of LISC shall have executed a written agreement describing the terms of the amendment. Note that any change in a line item of the budget in excess of 10% or totaling more than \$1,000 (whichever is greater), shall not be made without an amendment to the Grant Agreement by LISC.

**12. Certification.** Grantee is not now, nor has it ever been, named on (i) the list of Specifically Designated Nationals and Blocked Persons established pursuant to Executive Order 13224 and maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control or any successor agency or other entity, or (ii) any other list of terrorists or terrorist organizations maintained by any agency of the United States or any other governmental authority. The Grantee shall submit such information as LISC may reasonably request to enable LISC to confirm that the Grantee, is not named on any such list.

The Grantee certifies that any consultant or contractor hired under this Grant is not:

- (i) listed in any sanctions-related list of designated persons maintained by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury, the U.S. Department of State or any other applicable authority ("Sanctions Authority"); and
- (ii) operating, organized or resident in a country, region or territory which is itself the subject or target of any Sanctions ("Sanctioned Country").

The Grantee agrees to maintain documentation on file of the results verifying that the consultant or contractor it retains under this Grant is not listed in any sanctions-related list of designated persons; or operating, organized, or resident in a country, region or territory that is a Sanctioned Country.

**13. Signature Required.** If this Grant Agreement correctly sets forth the Grantee's understanding of and agreement to the Terms and Conditions of the Grant, please indicate acceptance of and agreement to said Terms and Conditions by having an authorized officer of the Grantee should sign and date this Grant Agreement in the space provided above.

## ATTACHMENT B

<b>PRIVATE GRANT FINANCIAL REPORT</b>					
<b>Monthly/Quarterly/Other Report</b>		<b>Grantee Name:</b>			
<b>Address:</b>		<b>Grant PA#:</b>		<b>Prepared By:</b>	
<b>New Address? Yes-No</b>		<b>Grant Term:</b>		<b>Title:</b>	
<b>Instructions: Send the completed and signed report to your LISC Program Officer. Enter the budget as it appears on the grant letter.</b>		<b>Period Reporting On:</b>		<b>Phone Number:</b>	
BUDGET DESCRIPTION	TOTAL APPROVED BUDGET	PRIOR PERIOD'S CUMULATIVE EXPENSES	CURRENT PERIOD'S EXPENSES	CUMULATIVE TOTAL EXPENSES	BUDGET BALANCE
<b>GRAND TOTAL</b>	\$ -	\$ -	\$ -	\$0.00	\$0.00
<p>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)</p>					
<b>Signature of Authorized Certifying Official:</b>		<b>Title:</b>			<b>Date:</b>