

**DULUTH SUPERIOR AREA COMMUNITY FOUNDATION
GRANT AGREEMENT**

The undersigned grantee hereby agrees to the following conditions:

1. To use the funds only for the designated purpose as described in the grant application and subsequent grant notification letter; to notify the Duluth Superior Area Community Foundation of and obtain its consent to any substantial deviation from said grant application, to use the grant in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued there under; and to not use the funds for any purpose prohibited by law.
2. To ensure the grant funds are not used to commit, advocate, facilitate or participate in terrorist acts, to influence legislation, to influence the outcome of any public election, or to carry on a voter registration drive.
3. To recognize the Duluth Superior Area Community Foundation in all publicity materials related to the funded project or program, as specified in the grant notification letter.
4. To permit the Duluth Superior Area Community Foundation, at its request, to have reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
5. To submit the Final Project Report, including all requested materials, by 12/31/2017 as specified in the grant notification letter.

The undersigned fiscal agent hereby agrees to the following conditions:

6. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. Expenses charged against this grant may not be incurred prior to the date the grant period begins or subsequent to its termination date. The grantee will return any unexpended funds to the Foundation at the close of the grant period.
7. To permit the Duluth Superior Area Community Foundation, at its request, to have reasonable access to the fiscal agent's files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.
8. To return to the Duluth Superior Area Community Foundation any unexpended funds or any portion of the grant which is not used for the purposes specified herein.

Name of Organization: GND Development Alliance
2631 West Superior Street, Suite 2
Duluth, MN 55806

Payee: City of Duluth
403 City Hall
411 West First Street
Duluth, MN 55802

Project Title: GND REC Community Garden

Grant Amount: \$2,500 **Fund:** Duluth Legacy Endowment Fund

Grant Number: 20170078

~Please remember that in order to promptly process your agreement and distribute funds, this form must be signed and returned to the Community Foundation within a month of the date received. An extension may be approved if necessary.

DLEF Agreement – GND Recreation Community Garden

CITY OF DULUTH

By: _____
Mayor (Fiscal Sponsor)

Date: _____

Attest: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Date: _____

Approved as to form:

City Attorney

Date: _____

GND DEVELOPMENT ALLIANCE

Mr. Mark Boben (Grantee)
Chairman

Date: _____