

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

11-0413R

RESOLUTION AUTHORIZING APPLICATION AND ACCEPTANCE OF A GRANT FROM THE LLOYD K. JOHNSON FOUNDATION IN THE AMOUNT OF \$1,250.00 FOR THE PARKS AND RECREATION CHESTER CREEK MUSIC IN THE PARK CONCERT SERIES.

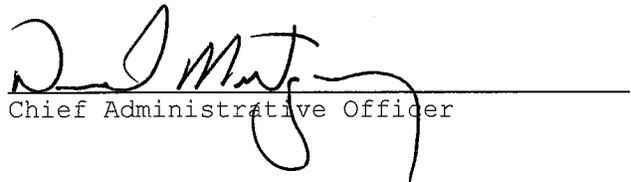
CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to apply for and accept a grant from the Lloyd K. Johnson Foundation in the amount of \$1,250.00 and to execute a grant agreement, substantially the same as that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, for the purpose of supporting the parks and recreation Chester Creek Music in the Park concert series, funds to be deposited in Fund 110-121-1219-4270 (General, Public Administration, Parks & Recreation, other grants).

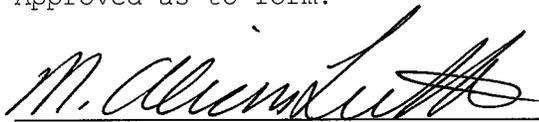
Approved:

  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

PARKS/FIN KB:slw 8/3/2011

STATEMENT OF PURPOSE: This resolution authorizes the application and acceptance by the proper city officials of a grant from the Lloyd K. Johnson Foundation to support the Parks and Recreation Chester Creek Music in the Park Concert Series. The Parks and Recreation Chester Creek Music in the Park Concert Series is held on Tuesday night through the summer and is free of charge and open to everyone in the Duluth community. The Music in the Park Concert Series provides the concert goers with an opportunity to participate in a cultural activity that promotes health, wellness and social development.

**Lloyd K. Johnson Foundation**  
~Grant Agreement~

**ORGANIZATION:** City of Duluth Parks and Recreation

**AMOUNT:** \$1,250

**PURPOSE:** Project Support - Chester Creek Concert

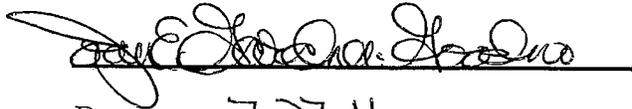
**GRANT PERIOD:** July 2011 - August 2011

1. Use of Grant Funds: You may use grants funds only as described in the approved grant application. Any significant deviation from the approved itemized budget must be approved by the Foundation prior to expenditure. Any unspent funds must be returned to the Foundation.
2. Payment of Grant Funds: The grant funds will be paid by the Foundation after receipt of the signed grant agreement according to the following schedule of payment(s): **One payment of \$1,250.**
3. Certification and Maintenance of Exempt Organization Status: You certify that you have been determined by the Internal Revenue Service to be a tax-exempt organization under Section 501 (c)(3) of the Code, and “not a private foundation”, within the meaning of Code Section 509 (a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of Code Section 170 (c)(1) (referred to hereafter as a “Public Charity”). You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity. Furthermore, you hereby affirm that this grant will not cause you to fail to qualify as a Public Charity. You will comply with the provisions of the Code and the regulation applicable to you where such violation materially affects your ability to carry out the goals of the grant.
4. Interim Reports: In addition to a Final Report, the Foundation may require an Interim Report(s) regarding expenditures, records and progress of the grant project. Failure to provide an Interim Report indicating satisfactory progress towards defined grant outcomes may result in the Foundation withholding payment(s) until interim goals have been achieved.
5. Final Report: On or before **October 31, 2011** you will make a final report to the Foundation with respect to all expenditures made from such grant funds (including salaries, travel and supplies) and indicate the progress made towards the goals of the grant.
6. Records: You will maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown separately on such books and records in an easily checked form. You will keep records of receipts and expenditures of grant funds as well as copies of the reports submitted to the Foundation and supporting documentation for at least four (4) years after the completion of the use of the grant funds, and will make such books, records and supporting documentation available to the

Foundation for inspection at reasonable times from the time of your acceptance of this grant through such period.

7. Acknowledgement of Support: All publicity- publications, press releases, brochures, videotapes, and other public relations materials or communication dealing with the activities and achievement of the work of the grant shall acknowledge the Foundation's support.
8. Violation of Terms; Change of Status: In the case of any violations by you of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or in the event of any change in or challenge by the Internal Revenue Service of your status as a Public Charity, the Foundation reserves the right in its absolute discretion to terminate the grant. The Foundation's determination will be final and will be binding and conclusive upon you. If an Interim Report has been requested and the report is not received in a timely manner, the Foundation may withhold payment until the outstanding report is received, and may terminate the grant if any such report is not received within a reasonable time (no more than sixty [60] days) following the date on which it was due.
9. Termination: Upon termination of this grant for any reason, the Foundation will withhold any further payments of grant funds and you will repay to the Foundation any portion of the grant funds that were not spent for the grant period.
10. Future Funding: You acknowledge that the Foundation and its representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, you acknowledge that the Foundation will have no further obligation to you in connection with this grant as a result of return or rescission. However, the foregoing is not intended to prohibit the Foundation from providing you an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if the Foundation in its sole discretion determines that an additional grant is appropriate.
11. Modification: This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of your organization and of the Foundation.
12. Applicable Law: This agreement will be construed in accordance with the laws of the State of Minnesota.

Lloyd K. Johnson Foundation



Date: 7.27.11

Accepted by:

Name: \_\_\_\_\_ SEE ATTACHED SIGNATURE PAGE

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

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

Countersigned:

**CITY OF DULUTH**

\_\_\_\_\_  
City Auditor  
Approved this \_\_\_\_\_ day of \_\_\_\_\_  
2011.

By \_\_\_\_\_  
Mayor

Approved as to form:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk