

CITIES OF SERVICE IMPACT VOLUNTEERING FUND
Memorandum of Understanding

This MOU is made as of May 5, 2014 by and between the Fund for Cities of Service, Inc. ("Cities of Service"), located at 25 East 78th Street, New York, NY 10075, and the City of Louisville, KY (the "Grantee" or the "City").

Cities of Service wishes to make a donation for the benefit of the Grantee whereby the Grantee will implement an impact service initiative, as described below. In furtherance of the implementation of this initiative, the Grantee may establish either (i) a segregated account dedicated for the use and benefit of the Grantee and for the purposes of the Initiative, as defined below, at Operation Brightside, Inc., a Kentucky not for profit corporation that is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") with principal offices at 527 West Jefferson Street, Louisville, KY 40202 (the "Program Fund") or (ii) a separate not-for-profit corporation that is exempt from federal income tax under Section 501(c)(3) of the Code and the sole purpose of which is furthering the goals of the Initiative (the "Special Purpose Entity"). All funds in the Program Fund or the Special Purpose Entity, if any, and all funds derived under this Agreement shall be used and expended exclusively for, and restricted to, the purposes set forth herein and approved by Cities of Service.

Overview. The Grantee has been selected to receive a Cities of Service Impact Volunteering Fund Grant in the amount of \$25,000 (the "Grant Funds"), to fund the implementation of Brightside Let's Grow NatureScape Garden, the approved impact service initiative (the "Initiative"). This funding, provided by Cities of Service, recognizes Mayor Greg Fischer's commitment to using impact volunteering as a key strategy to tackle pressing local challenges. In addition, if specific year-one impact benchmarks, agreed to by Cities of Service and the Grantee and set forth below, are achieved, Cities of Service will award the Grantee a bonus grant of up to \$5,000, for a total award of up to \$30,000.

Use and Disbursement of Funds. The Grant Funds may only be used to support implementation of the Initiative as described below. The Grant Funds may not be used to pay a Chief Service Officer's ("CSO") salary or benefits; nor may they be used to hire new City staff, although they can be used to cover a portion of the salaries and benefits of existing staff other than the CSO, who will support the Initiative. Additionally, the Grant Funds may be used for AmeriCorps matches or cost-share VISTAs, as long as the relevant individuals work on and support the Initiative.

The Grant Funds will be paid after this agreement is executed. The Grant Funds may not be used to displace existing City or community resources. If so directed by the Grantee, Cities of Service shall make payment of the Grant Funds to the Program Fund or to the Special Purpose Entity, rather than to the Grantee directly. However, the Grantee shall remain fully responsible for compliance with this MOU and shall be the entity directly responsible to Cities of Service under this MOU whether the Grantee has directed that payment of Grant Funds be made to the Program Fund, to the Special Purpose Entity or to the Grantee directly.

A bonus award of up to \$5,000 will be paid after year-one impact benchmarks specified below are achieved.

Specific Year-One Impact Benchmarks: The Grantee must begin work on the Initiative no later than January 31, 2014.

As proposed in the grant application, the Grantee's health initiative, *Brightside Let's Grow NatureScape Garden*, will address issues of food inequality and encourage healthy eating by harvesting and distributing 975 pounds of fresh produce for needy families in the Shawnee and Portland neighborhoods.

The Grantee commits to meeting the following impact goals, using the below mentioned metrics, by the end of 12 months of implementation:

- 13 new garden plots planted/expanded and maintained
- 975 pounds of fresh produce harvested and delivered to low-income families
- 195 low-income families benefitted directly from the harvest

Payment of the bonus of up to \$5,000 at the end of the one-year grant period is contingent upon the Grantee meeting the above-mentioned benchmarks.

Key Personnel:

The Grantee commits that there will be at least one designated City employee who will serve as the lead contact and manage implementation of the Initiative (the "City Lead"). If the City has a CSO, the CSO should serve as the City Lead. If the City does not have a CSO, the City Lead will be agreed upon with Cities of Service at the beginning of the grant period. If the City Lead resigns or is asked to leave, the Grantee must notify Cities of Service immediately. The role must be filled within 30 days of notification and Cities of Service must agree to the proposed replacement personnel.

Strategic Partnership:

The Grantee, and the City Lead in particular, is expected to work with Cities of Service strategic partners to implement and learn from the Initiative and advance the goals of the coalition, including but not limited to:

- Ensuring the participation and support of local funders and key cross-sector partners, with the goal of encouraging local foundation support.
- Hosting strategic partners for site visits throughout the grant period.
- Additional tasks as determined by Cities of Service and in consultation with the Grantee.

Programmatic Reporting Requirements:

The Grantee will be required to submit quarterly reports as requested using a format to be specified by Cities of Service. These reports will highlight progress toward impact goals, challenges encountered along the way, and lessons learned during the planning and implementation process. They also will include narrative stories of impact. Reports should include copies of any media coverage related to these activities.

The Grantee will also be required to submit reports on a more frequent basis if requested by Cities of Service. Such reports will also be required to be provided in a format to be specified by Cities of Service.

The Grantee will be required to submit a final written report on or by February 15, 2015, the format of which is to be determined by Cities of Service, which will include a narrative on how all Grant Funds

were spent. Any bonus award will be contingent upon the Grantee's submission of the final written report to Cities of Service's satisfaction.

All reports must be submitted electronically as specified by Cities of Service.

Media:

The Grantee must make a public announcement about the grant, with the text approved by Cities of Service in advance, before implementation of the Initiative begins.

The Grantee must provide to Cities of Service all media releases, public announcements, and reports related to Cities of Service and obtain consent from Cities of Service prior to publication or distribution in any format.

The Grantee must acknowledge Cities of Service in all public materials and collateral materials discussing the Initiative.

General Grantee Responsibilities:

- The Grantee, including Mayor Fischer and the City staff working to implement the Initiative, including but not limited to the City Lead, must support all aspects of the Declaration of Service.
- The City Lead and any other City staff assisting with the Initiative must agree to take part in regular (at least once a month) intensive technical assistance. This may include but is not limited to regular one-on-one monitoring and technical assistance phone calls, regular group calls with other grantees and coalition members, and a site visit. It is expected that the Grantee will communicate regularly and frequently with the staff and representatives of the Cities of Service coalition.
- The City Lead, on behalf of the Grantee, is expected to work with other cities in the Cities of Service coalition to develop and share best practices, as identified through the implementation of the Initiative. This could include attending a service-focused convening related to the implementation work being supported by the Grant Funds.
- The City Lead is expected to attend the National Conference on Volunteering and Service in June 2014. Cities of Service will cover the costs of registration, travel and lodging for this event.
- Mayor Fischer must be in office through the term of the grant. If the Mayor leaves office for any reason before the grant term ends, Cities of Service must be notified immediately.

Termination Clause:

Failure by the Grantee to comply with any of the above terms may be deemed a material breach of this MOU. In the event of a material breach of this MOU, Cities of Service may, at its option, request reimbursement for all or a portion of the unexpended and uncommitted Grant Funds within 30 days of being notified of such material breach. In this instance, the Grantee would no longer be eligible to receive the bonus award of \$5,000.

The Grantee agrees to notify Cities of Service immediately in the event that (i) Mayor Fischer leaves office for any reason before the grant term ends or (ii) the Initiative is discontinued for any reason. If the Initiative is discontinued, Cities of Service may, at its option, request reimbursement for all or a portion of the unexpended and uncommitted Grant Funds within 30 days of being notified of such discontinuation.

City of Louisville

By: _____

Fund for Cities of Service, Inc.

By: _____