

CIVIC LEADERSHIP GRANT AGREEMENT

Seattle Foundation (“Grantor,”) and **Seattle Parks Foundation** as fiscal sponsor for the Community Land Conservancy (“Grantee”) hereby enter into this Grant Agreement effective December 20th, 2019. Grantor and Grantee are each qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and classified as a public charity under Section 509(a).

1. Amount of Grant Award. Grantor hereby awards a grant to Grantee in the total amount of \$53,000. The release of future grants is contingent upon acceptable performance by Grantee of the project as described in attachments to this grant agreement. If, in its sole discretion, the Grantor determines that the program has for any reason become no longer feasible, the Grantor may modify, withhold or cancel future grant payments.

2. Use of Grant Funds. Grantee agrees to use the grant funds solely for the charitable project described in the attached Exhibit A (the “Project”). No portion of this grant is earmarked for use in carrying on propaganda or otherwise attempting to influence legislation. Grantee agrees to use the grant funds exclusively for charitable purposes as described in Section 501(c)(3) of the Code. Grantee agrees not to use any portion of the grant funds to participate in any political campaign on behalf of or in opposition to any candidate for public office, to make grants to individuals on a nonobjective basis, or for any non-charitable or illegal purpose. Grantee agrees to repay to Grantor any portion of the amount granted that is not used for charitable purposes.

3. Grantee Reporting. Grantee will submit to Grantor such report(s) as required in the attached Exhibit B.

4. Control of Grant Funds. Grantee acknowledges and represents that it is accepting this grant for its own account and not as an agent for any other organization, and will exercise supervision and oversight over the use of all grant funds to ensure that the terms of this Grant Agreement are met. The terms of the grant do not prohibit Grantee from distributing all or a portion of the proceeds of the grant to another organization, so long as any such distribution is made exclusively in furtherance of the charitable purposes for which the grant is made. Grantee acknowledges that it is solely responsible for any decision to transfer all or a portion of the proceeds of this grant to another organization. Grantee agrees to control the process by which any other organization is selected to receive any such proceeds, and shall be solely responsible for the selection of any such organization.

5. Grant Review. Grantee will permit representatives of Grantor to visit Grantee’s premises and review Grantee’s activities with respect to the Project, and will permit Grantor, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of this grant.

6. Notices. All notices or reports under this Grant Agreement shall be addressed as follows:

Grantor: Seattle Foundation

1601 5th Avenue, Suite 1900
Seattle, WA 98101

Grantee: Seattle Parks Foundation
105 South Main Street #235
Seattle, WA 98104

This Grant Agreement must be signed by an officer of Grantee prior to issuance of the grant funds.

SEATTLE FOUNDATION



By: Dionne Foster
Its: Senior Program Officer
Date: 5/6/2020

COMMUNITY LAND CONSERVANCY



By: Sean Watts
Its: Representative
Date: 5/6/2020

SEATTLE PARKS FOUNDATION



By: Erin Miller Clements
Its: Deputy Director
Date: 5/7/2020

EXHIBIT A
PROJECT PROPOSAL

Grant Amount: \$53,000

Description of Grant Purpose:

In service of these goals, Seattle Foundation funding will support the Community Land Conservancy (CLC) to develop and publish an RFP and hire fundraising consultant to create and implement a fundraising strategy to launch the CLC.

Administration:

- SM Watts Consulting and the CLC Advisory Committee will manage solicitation of and coordination with the Fundraising Consultant and Seattle Parks Foundation. Sean Watts will also chair the Leadership Group (see below); acting as a spokesperson during fundraising asks.
- The CLC will seek a Fundraising Consultant who:
 - centers equity and social justice and has a working understanding of the equity issues surrounding the environment, parks and open space
 - has access to a cross-sector network of funders; including major donors, private and corporate philanthropy

Fundraising Strategy:

The Fundraising Consultant will create and implement a Fundraising Strategy to raise \$750,000–\$1,000,000 (in coordination with SM Watts Consulting and the CLC). The strategy will include:

- Recruitment of Fundraising Leadership Group with a network of prospective funders
- Conduct a pre-feasibility study to determine capital campaign readiness, this will include:
 - Creation/refinement of fundraising collateral – including a Case for Support
 - Prospect and Stakeholder Research
 - Interviews with prospective funders and donors (data collection)
 - Report to Advisory Committee, incl. campaign readiness assessment & next steps
 - Coordinate with Leadership Group to conduct fundraising asks (if campaign is ready)

The seed funding raised will support establishment of the CLC’s core operations, including:

- Hiring of a contract team of staff to manage the establishment of the Community Land Conservancy and refinement of a business plan
- Immediate capacity support needs and acquisition funds for communities currently pursuing projects (in South Seattle and South King Co.)
- A land-use workshop with King Co. community-based organizations to ensure CLC structure and function supports lower income communities and communities of color
- Continued fundraising and development of a capital campaign for CLC operations and for a Land Trust Fund for acquisition and community capacity support

BUDGET:

Organization	Description	Amount
Fundraising Consultant	Fundraising Strategy Development & Implementation	\$28,760
SM Watts Consulting (& Advisory Committee)	Administration & Chairing Leadership Group	\$15,000
Various	Collateral development; incl. case for support	\$5,000
SPF	Fiscal Fee	\$4,240
	TOTAL	\$53,000

EXHIBIT B**REPORTING REQUIREMENTS**

Measurement and evaluation will be in part shaped by engagement with the grantee. Our desire is to build an evaluation process around your scope of work to inform not only progress toward your goals but potentially support the on-going development, documentation and celebration of your efforts. The below reporting requirements cover the scope of reporting, but more specific context of what will be reported on will be defined in partnership with the grantee over the course of 2020.

Grantee's report(s) will cover both the substance of activities under this grant and the financial administration of the grant. Such report(s) shall include copies of all press releases and other public announcements of the grant.

- a. Grantee will submit to Grantor a 3-5 page written report which will be due at the end of the grant year (2021), providing a candid assessment of the project activities and outcomes accomplished, including successes and unforeseen challenges, the impact of Seattle Foundation funding.
- b. Throughout the project, the Grantee will meet with the Grantor at a mutually agreed upon time and frequency in the form of:
 - I. At least twice annual meetings or calls at a mutually agreed upon time to discuss the status of the project and progress toward completing their work plan.