



January 15, 2024

The Honorable James Jarecki
Mayor
City of Albion, Nebraska
420 W Market Street
Albion, NE 68620

Via Email: administrator@cityofalbion-ne.com

Dear Mayor Jarecki:

On behalf of the Christopher & Dana Reeve Foundation (the Foundation), I am pleased to inform you that the City of Albion, Nebraska (Grantee) has been awarded a 2023 2nd Cycle Direct Effect Quality of Life grant in the amount of \$24,999.00 to support your project entitled, *Eli Porter Memorial Project at Fuller Park*.

This grant is funded through a cooperative agreement with the United States Department of Health and Human Services, Administration for Community Living (ACL) (cooperative agreement number 90PRRC0006-03-01; Catalog of Federal Domestic Assistance number 93.325) and is considered a federal sub-recipient grant.

This grant award letter, the application (on file), and the approved budget (Appendix A) constitute the agreement (the “grant award letter”) between the Grantee and the Foundation. This grant is awarded for the purpose outlined in your approved application and may not be expended for any other purpose without the Foundation’s prior written approval. Any requested changes in project scope or budget must be submitted in writing and are subject to approval by the Foundation. The Foundation must pre-approve all project changes such as budget modification, project scope, etc. Please direct all requests for project changes in writing to Parul Patel, Associate Grants Officer, Quality of Life Grants Program, at ppatel@reeve.org. The grantee must also notify the Foundation in writing regarding any changes in organizational and program leadership as it relates to the funded project. For general information contact Maria Fonseca, Grants Associate at mfonseca@reeve.org.

This grant award is for the period beginning January 1, 2024, and ending December 31, 2024. A one-time grant payment will be issued upon receipt of the countersigned grant award letter. All grant funds must be expended within the 12-month project period.

The reports required for this grant and the due dates are as follows:

- **Interim Report** **July 31, 2024**
- **Final Report** **January 31, 2025**

Report reminders will be sent one month before the report’s due date and an electronic report template will be provided. Report Requirements can be viewed [by logging into your grant portal under the follow-up tab](#). These reports require you to detail the project’s progress, challenges, how challenges were addressed, the project’s impact, and grant expenditures. The final report will also include

an impact evaluation survey that is designed and monitored by Vanderbilt University to enable you to offer candid feedback about the overall grant experience.

The Foundation reserves the right to terminate a grant if the project or program is no longer within Reeve Foundation funding parameters or for failure to comply with the terms and conditions of the award as stipulated in this letter. If the grant is terminated, the Grantee must provide the Reeve Foundation with a complete and detailed report of funds expended. The grantee must also return all unused funds. Failure to comply with these provisions may result in your organization being reported to the Internal Revenue Service (IRS), the Office of Inspector General, and the Administration for Community Living (ACL). Terminated organizations will also be barred from receiving future Reeve Foundation funds for seven years.

To successfully close out the grant award, the Grantee must have timely submitted a final narrative report indicating program accomplishments and outcomes and a financial report indicating fully expended grant funds related to the awarded grant budget. After receipt and review of these reports, barring any additional information requested, the Foundation will send a notification of grant closure.

Members of the Reeve Foundation staff, Board of Directors, and/or other representatives may wish to arrange a site visit to learn more about your program, assess progress, assist with challenges, and participate in press-related activities. Your organization may also be invited to participate in meetings of interest in your area. In addition, the Reeve Foundation will notify your federally elected legislators about the grant award.

Information about publicizing your award and a template press release will be emailed in the next few weeks. The Reeve Foundation always seeks opportunities to inform our community members about your important work. We encourage you to share stories and photographs of news you would like to share, and we will try to spread the word via social media and other outlets.

By signing this letter, you agree to comply with the above terms and conditions in addition to the below.

1. Grant Management

- a. To maintain a separate accounting for the grant funds, to use grant funds only for allowable costs as detailed in the approved budget or otherwise approved by the Foundation, and to maintain standard accounting records of all expenditures.
- b. To submit a written request and justification for a budget modification to the Foundation for changes in cost categories (Personnel, Equipment, Consultants, etc.) that are greater than 10% of the total cost category. Approval of such a request is at the sole discretion of the Foundation. If the request is aligned with the required Interim Report due date, the request must be submitted at least 30 days before the report due date.
- c. Allow the Reeve Foundation and its auditors access to your organization's grant-related financial records and statements if requested and/or necessary.
- d. Retain project records for three years after the date the last expenditure report is submitted.
- e. Grant funds are restricted from funding food, alcohol, lobbying, new construction/major rehabilitation of buildings, grants to individuals, rehabilitative therapy, and basic research.
- f. Grant funds may not be used to buy telecommunications or video surveillance services or equipment from vendors prohibited in [2 CFR 200 part 216](#) or from vendors whose parts come from those prohibited vendors.
- g. If the Grantee organization ceases to operate, becomes insolvent, or has its 501(c)(3) tax-exempt status revoked, all unused grant funds shall be immediately remitted to the Reeve Foundation.
- h. Either party may terminate this Agreement upon 30 days advance written notice to the other party. In the event of such early termination, the Grantee shall be entitled to grant funds for allowable costs incurred on behalf of the grant as outlined in the approved grant budget or subsequently approved revised budgets.

2. Reporting

- a. To submit interim and final grant reports according to the schedule above, including a narrative progress report on funded activities to date along with the financial expenditure report of cumulative expenses incurred through the end of the reporting period. Narrative and financial reports must follow the process and formats to be provided by the Foundation.
- b. To respond to and comply with the Foundation's requests for additional reports or information at any time during the grant term.

3. Provisions of Programs and Services

- a. To ensure that all potential recipients and participants of Grantee's programs and services have access to programs and receive equitable services without regard to race, sex, education, ethnicity, socio-economic status, religion, ability/disability, sexual orientation, gender self-identification, age, country of origin, first language, marital status, citizenship or immigration status.
- b. To conduct all programs and activities funded by this grant in full compliance with all applicable federal, state, and local laws, regulations, and ordinances; and to obtain and maintain the appropriate insurance in type and amount as is reasonable and customary for similar organizations providing similar services and activities in similar jurisdictions against liability for injury to persons or damage to property arising from activities relating to the grant. The grantee will comply with any applicable state laws regarding auto liability and worker's compensation insurance, to the extent applicable to the Grantee, and ensure that approved subgrantees or subcontractors obtain and maintain appropriate insurance against liability for injury to persons or damage to property arising from activities relating to the grant.
- c. To verify any licenses, degrees, or certifications that may be required to perform the grant activities, and to ensure the Grantee maintains current and valid required licensures, permits, and other authorizations required to perform the grant activities as may be appropriate.
- d. To perform background checks of relevant staff, if grant activity involves staff (including, but not limited to, paid, unpaid, or volunteer staff) having substantial direct contact with children under age 18 without the supervision of licensed professionals.
- e. Grantee agrees to offer a royalty-free license to the Foundation to present and or disseminate any portion of publications resulting from this grant to the extent that the Grantee has the legal right to offer such. The Foundation agrees to acknowledge authorship as appropriate.

4. Acknowledgment, Publicity, and Publications

- a. Grantee shall not issue any press releases or otherwise make any public statement referring to this Grant or using the Foundation's name or logo without the Foundation's prior written consent. Any approved publicity regarding this Grant must include an acknowledgment that the project was supported by the "Christopher & Dana Reeve Foundation." The grantee shall provide the Foundation with copies of any final press releases, public announcements, and/or publications related to the grant.
- b. Grantee agrees to acknowledge the Foundation's support in all funded publications and products supported by this grant as appropriate.

5. Other Terms and Conditions

- a. Grantee represents that it is an organization that is both exempt from tax under section 501(c)(3) of the Internal Revenue Code (IRC) and an organization described in IRC 509 (a)(1) or (2) which statuses have been duly confirmed by one or more operative IRS rulings or determination letters. Grantee agrees to inform the Foundation immediately of any actual or threatened change in Grantee's status as a publicly supported organization determined by the Internal Revenue Service to qualify under Section 501(c)(3) of the IRC.
- b. Grantee represents and warrants compliance today and throughout the term of this grant that the Grantee is duly registered and in good standing as a nonprofit corporation or

charitable organization with the Attorney General of the state in which the Grantee is incorporated and/or is conducting its principal business.

- c. Grantee will furnish the Foundation with a confirmation statement upon receipt of grant payments indicating that no goods or services were provided for the grant payment. The statement must be on an organizational letterhead and should indicate the date the grant was received and the amount of the grant.
- d. By accepting this grant, the recipient organization agrees to use the Foundation's funding only by all federal rules and Internal Revenue Service regulations regarding advocacy and lobbying. Without limiting the generality of the preceding sentence, the Grantee will not intervene in any candidate election support or oppose any political party or candidate for public office or engage in any lobbying not permitted by IRC 501(c)(3) or, if applicable, IRC 501(h) and 4911.
- e. Grantee represents and warrants compliance, today and throughout the term of this grant, with all United States economic sanctions, anti-terrorism laws, and anti-money laundering laws, including but not limited to the USA PATRIOT Act, the laws administered by the United States Treasury Department's Office of Foreign Assets Control, Executive Order 13224, and any local laws that apply in the jurisdiction in which the Grantee is operating.

If you have any questions regarding the conditions outlined in this letter, please contact Daniel McNeal, Director, Quality of Life Grants Program at dmcneal@reeve.org.

The Foundation is proud to be working with you. Our Board of Directors and staff wish you much success with your efforts to enhance the lives of people living with paralysis and their families.

Sincerely,



01/15/2024

Daniel McNeal
Director, Quality of Life Grants Program

Date

Please sign below to indicate adherence to the grant requirements and conditions:

Name and Title of Executive Officer

Date

Please print the name and title of the Executive Officer below if different from the addressee.

Name

Title

APPENDIX A: APPROVED PROJECT BUDGET

Please refer to the attached approved project budget

Christopher & Dana Reeve Foundation - Approved Budget

Name of Organization: City of Albion, Nebraska
 Name of Project: Eli Porter Memorial Project at Fuller Park
 Amount Approved from the Reeve Foundation: \$24,999
 Total Project Budget: \$428,337

Itemized Budget		Total Cost	Requested Amount (Proposal)	Amount Approved (Grant agreement)
Equipment Costs				
Creative Sites, LLC - NUIN Play Structure and Equipment		\$ 192,967	\$ -	\$ -
Creative Sites, LLC - 6,080sf Ecoturf poured Rubber Surfacing		\$ 97,280	\$ 25,000	\$ 24,999
Equipment Subtotal		\$ 290,247	\$ 25,000	\$ 24,999
Consultants/Contractors				
Creative Sites, LLC - Freight and Installation of Equipment		\$ 138,090	\$ -	\$ -
Consultants/Contractors Subtotal		\$ 138,090	\$ -	\$ -
TOTAL COSTS		\$ 428,337	\$ 25,000	\$ 24,999