



July 2020

City of Saint Paul

RE: Grant to City of Saint Paul for Cities & Counties Fine and Fee Justice

Dear Muneer Karcher-Ramos:

It is my pleasure to inform you that PolicyLink has approved a \$50,000 grant to the City of Saint Paul ("Grantee") to support your work with Cities & Counties for Fine and Fee Justice as detailed in Appendix A, for the period from _____ to July 31, 2021 (the "Project"). PolicyLink shall make a payment of \$25,000 upon execution of this agreement and receipt of a valid Form W-9 (or equivalent) and the information identified in Appendix B. PolicyLink shall make the second and final payment of \$25,000 on January 15, 2021, provided [JURISDICTION] is on track toward satisfying the activities listed in Appendix A and the other Terms and Conditions of this agreement.

This letter is a legally binding agreement ("Agreement"). It will be effective when we receive this Agreement signed by an authorized representative of your organization.

TERMS AND CONDITIONS

1. **Use of Funds.** Grantee shall use the grant funds only for the purposes of the Project. Grantee may not make any significant changes in the purposes for which grant funds are spent without PolicyLink's prior written approval.
2. **Reporting.** To enable PolicyLink to evaluate the effectiveness of this grant, Grantee shall:
 - a. On or before July 31, 2021, submit to PolicyLink a written report containing the following: (1) a detailed description of the progress that Grantee (or, if appropriate, each subgrantee, if any) made toward achieving the purposes of the Project; (2) copies of any publications resulting from the grant; (3) a financial report explicating the amounts and types of expense (e.g., personnel, travel, etc.) incurred using grant funds during the reporting period; and (4) a report on Grantee's compliance with the terms of this Agreement.
3. **Recordkeeping.** Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to PolicyLink, upon request, at reasonable times for review and audit, and shall comply with all reasonable requests of PolicyLink for information and interviews regarding use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to PolicyLink for at least four years after completion of the use of grant funds.

- 4. No Earmarking; Grantee Discretion and Control Over Selection of Subgrantee or Contractor.** Grantee retains full discretion and control over the process of selecting any subgrantee or contractor and shall have the unilateral right, independent of PolicyLink, to select any subgrantee or contractor convenient or necessary to carry out the purposes of the grant. PolicyLink has not earmarked grant funds to any particular subgrantee or contractor, and there is no agreement, written or oral, by which PolicyLink may cause Grantee to choose a particular subgrantee or contractor. Grantee shall require any subgrantee to comply with the requirements of Paragraphs 1, 2, 3, 5, 6, 7, 11, and 13 of this Agreement, substituting Grantee for PolicyLink and the subgrantee for Grantee, as applicable. All obligations of Grantee to PolicyLink under this Agreement shall remain in full force and effect for all grant funds, regardless of subgrants.
- 5. Lobbying.** No part of this grant may be spent for influencing legislation within the meaning of IRC Section 4911. The preceding prohibition does not prevent Grantee from using grant funds for communications that do not qualify as lobbying under federal tax law, such as communications with legislators that do not refer to specific legislative proposals or that refer to legislation without reflecting a view on it. Grantee may also use grant funds for communications that qualify for any exception to the federal tax law definition of lobbying, such as a nonpartisan analysis, study, and research, or responding to certain requests from a legislative or government agency for comments on legislation.
- 6. Prohibited Uses.** Grantee shall not use any portion of the grant funds in a manner inconsistent with Internal Revenue Code (“IRC”) Section 501(c)(3), including:

 - a. Influencing the outcome of any specific election for candidates to public office, or
 - b. Inducing or encouraging violations of law or public policy, or
 - c. Causing any private inurement or improper private benefit to occur.
 - d. If Grantee qualifies or will qualify as a ballot measure committee in California this calendar year or anytime in the next three calendar years, Grantee may not use these grant funds for state or local ballot measure activity in California.
- 7. No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by PolicyLink or by any related person or entity to make any other grant or contribution to Grantee or any other entity, for this or any other project. This grant shall be a separate and independent transaction from any other transaction between PolicyLink and Grantee or any other entity.
- 8. Omitted.**
- 9. Omitted.**
- 10. Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public in electronic form following such reasonable requirements or procedures as PolicyLink may establish from time to time. Promptly after creation, Grantee agrees to grant to PolicyLink an irrevocable, worldwide, nonexclusive, royalty-free license to publish, in PolicyLink’s discretion, any publications, studies, or other intellectual

property funded by this grant and to create derivative works therefrom, and Grantee agrees to execute promptly any document or instruments that PolicyLink may reasonably request in order to affect such license, without further consideration.

- 11. Grant Announcements.** Upon request by PolicyLink, Grantee shall submit in advance to PolicyLink for review any announcements Grantee intends to make regarding this grant and any publications referring to this grant Grantee intends to publish, other than in its annual reports or tax returns. PolicyLink may include information on this grant in its periodic public reports.
- 12. Terrorist Activity.** Grantee represents and warrants that it does not support or conduct, directly or indirectly, violence or terrorist activity of any kind.
- 13. Omitted.**
- 14. Prior Communication with PolicyLink Representatives.** Grantee acknowledges that any prior communication regarding this grant between Grantee and PolicyLink representative(s), including but not limited to PolicyLink directors or officers, constituted communications made or received in such individual's capacity as a representative of PolicyLink and not in his or her personal capacity.
- 15. Omitted.**
- 16. No Agency.** Grantee and not PolicyLink is solely responsible for all activities supported by grant funds, the content of any product created with grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- 17. No Waivers.** The failure of PolicyLink to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- 18. Remedies.** Grantee shall immediately repay to PolicyLink any portion of the grant funds which is spent or committed for any purpose other than the purpose for which this grant was made. If PolicyLink in its reasonable discretion determines that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit adequate reports when due, PolicyLink may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and PolicyLink may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to PolicyLink. PolicyLink may also avail itself of any other remedies available by law. This Agreement may be enforced by PolicyLink by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. Grantee acknowledges and agrees that PolicyLink shall

have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this Agreement.

19. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

20. Entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

21. Governing Law; Venue. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute only one agreement.

Please have an authorized officer of Grantee sign this Agreement and return it to PolicyLink.

Please direct all future communications concerning this grant to me. On behalf of PolicyLink's Board and staff, let me express how delighted we are to support City of Saint Paul and wish you every success.

Sincerely,

[Michael Hassid, CFO]

Accepted on behalf of City of Saint Paul by:

Appendix A – Scope of the Cities & Counties for Fine and Fee Justice Project

City of Saint Paul will participate as a member of Cities & Counties for Fine and Fee Justice, a national leadership network of local officials committed to reforming fines and fees and creating replicable policy interventions in local jurisdictions across the United States. City of Saint Paul shall undertake the following activities:

- Assess or analyze City of Saint Paul fines, fees, and related collections practices, unless City of Saint Paul has already conducted such an assessment or analysis;
- Advance, or develop and actionable plan to advance, at least three fine or fee reforms;
- Share City of Saint Paul's lessons learned with other localities interested in reforming fines and fees; and
- Participate in an evaluation of Cities & Counties for Fine and Fee Justice.

Appendix B – Electronic Funds Transfer (EFT) Instructions

Please forward to PolicyLink the following information to authorize PolicyLink to make payment under this grant agreement via EFT:

- Bank Name
- Bank Address
- Bank Phone Number
- Bank Contact (Name, Title) if applicable
- ABA/Routing Number (9 digits). Please ensure the ABA provided is valid for ACH transfers.
- Account Number

For Review Only