

SAINT PAUL POLICE FOUNDATION

Restricted Funds
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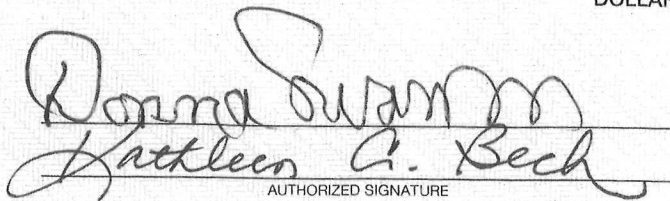
PAY TO THE ORDER OF Saint Paul Police Department

\$ **225,000.00

Two Hundred Twenty-Five Thousand and 00/100*****

DOLLARS

St. Paul Police Department


Kathleen A. Bech
AUTHORIZED SIGNATURE

MEMO

⑈005298⑈ ⑆096015232⑆ 100051630⑈

SAINT PAUL POLICE FOUNDATION RESTRICTED FUND

Saint Paul Police Department

Date	Type	Reference	Original Amt.	Balance Due	2/20/17 Discount	Payment
2/20/17	Bill	BREMER	225,000.00	225,000.00		225,000.00
				Check Amount		225,000.00

Restricted Checking -

225,000.00

Security features. Details on back.

Sponsor Agreement

By letter dated April 6, 2016, the Otto Bremer Trust ("Grantor") awarded Grant # 16-47668 to the Saint Paul Police Foundation ("SPPF") for the purpose of supporting and expanding the community outreach and engagement efforts of the Saint Paul Police Department (the "Project"). The Saint Paul Police Foundation ("SPPF") accepted Grant # 16-47668 and hereby agrees to serve as Grant Partner to the Saint Paul Police Department, the Sponsored Organization. SPPF has determined that sponsorship of the Project is consistent with its goals and wishes to make arrangements with SPPD for the implementation and operation of the Project.

Under the terms of this Agreement, SPPF will disperse \$ 225,000 from funds available under Grant # 16-47668 to SPPD as the Sponsored Organization. The parties agree that SPPF will retain a 10% grant partner fee in the amount of \$25,000, for a total disbursement from Grant #16-47668 in the amount of \$250,000.

Terms of Agreement

1. SPPF agrees to sponsor the Project and to assume administrative, programmatic, financial, and legal responsibility for purposes of Grantor's requirements.
2. SPPD agrees to use grant funds to implement and operate the Project, in accordance with the terms of the grant agreement, memorialized in the attached grant application, award notice, and additional corresponding grant documents ("Grant Agreement").
3. No material changes in the purposes or activities of the Project may be made without prior written permission of both SPPF and SPPD and in accordance the Grant Agreement and applicable Grantor requirements.
4. SPPF is not liable for any SPPD use of grants funds inconsistent with this Agreement or any SPPD misrepresentation regarding use of grant funds.
5. The parties will implement and operate the Project in a manner consistent with SPPF's tax-exempt status. As such, SPPD shall not use grant funds to attempt to influence legislation or participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).
6. SPPF will disburse \$225,000 as defined in this Agreement to SPPD within 10 business days of receipt of funds from the Grantor and a signed sponsor agreement. Disbursements of funds will be restricted to the support and implementation of the Project only.
7. The parties will create and maintain all financial records relating to the Project according to generally accepted accounting principles and as required by law and the Grant Agreement. The parties will make grant records available to auditors as required by law and the Grant Agreement.
8. SPPD will provide information for the submission of reports to the Grantor required by the Grant Agreement. Accordingly, SPPD will provide the following documentation to the Saint Paul Police Foundation:
 - a. Grant expenditure reports. SPPD will submit a grant expenditure report to SPPF at the end of each fiscal quarter.
 - b. Semi-annual program performance reports. SPPD will submit semi-annual program performance reports to SPPF according to the grant evaluation plan provided to the SPPF board.
 - c. Grantor-required programmatic and expenditure reports. SPPD will submit Grantor-required reports to SPPF that meet guidelines and requirements described in the Grant

Agreement. If report requirements are not defined in the Grant Agreement, reports will follow the Minnesota Common Grant report guidelines. SPPD will submit applicable program activity reports to SPPF no later than 10 days before the deadline for report submission to the Grantor.

9. SPPF and SPPD will reflect the activities of the Project, to the extent applicable, on their state and federal government tax returns and financial reports. All disbursements from an Account shall be treated as payments made to or on behalf of SPPD to accomplish the purposes of the Project.
10. This Agreement will terminate if any of the following events occur:
 - a. SPPF requests to SPPD in writing that it cease activities deemed to jeopardize SPPF's tax-exempt status and the Project fails to comply within a period of ten (10) days,
 - b. SPPD fails to perform or observe any other covenant of this Agreement, and this failure remains unremedied fifteen (15) days after notice in writing, or
 - d. Expiration of four weeks after either SPPD or SPPF has given written notice of its intent to terminate the Agreement.

In the event this Agreement is terminated, the parties will comply with any termination conditions imposed by the Grantor.

Accepted for the Saint Paul Police Foundation (Grant Partner)

Donna Swanson

Name of Authorized Signer

Donna Swanson

Signature

2.21.17

Date

Accepted for the Saint Paul Police Department (Sponsored Organization)

Kathleen Wuorinen

Kathleen Wuorinen

Assistant Chief of Police

2-21-17

Date



GRANT AGREEMENT INSTRUCTIONS

Please follow these instructions to ensure that we receive your grant agreement in a timely manner:

1. Review your grant agreement.
2. Sign it.
3. Scan and save the entire document as one pdf file.
4. Email it to KaGee Vang in our grants management department at kgvang@ottobremer.org.

If you have any questions, please call KaGee at 651-312-3519 or toll free at 1-888-291-1123.

Thank you.

We moved!

Our new address is:

30 E. 7th St. Ste. 2900
St. Paul, MN 55101-2988

Our phone numbers all remain the same.

PLEASE SIGN AND
RETURN THIS ENTIRE COPY.

OTTO
BREMER
TRUST

April 6, 2016

Ms. Donna Swanson
Saint Paul Police Foundation
26 Exchange Street East, Suite 401
Saint Paul, MN 55101

Dear Ms. Swanson:

RE: Grant #: 16-47668

Purpose: To provide general operating support to the Saint Paul Police Foundation for ongoing and new community outreach and engagement projects.

This letter outlines the terms that apply to the Otto Bremer Trust ("OBT") grant to Saint Paul Police Foundation in the amount of \$500,000 over two years.

1. Purpose

The grant, and any income you earn from investment of the grant funds, must be used as described in this letter and in your proposal to OBT. Your proposal is defined as the original written and budget materials submitted on March 23, 2016, but it also incorporates any financial and program updates and modifications you provided to OBT during the grant review process. If this box is checked -- -- additional terms of this letter are set forth in an attachment, which must be signed on behalf of OBT and your organization in order to be effective. To the extent that the terms of this letter differ from your proposal, this letter governs. The grant is to be expended over the two-year period beginning on the date of this letter. Any substantial variance from the proposal or this letter must be approved in advance and in writing by OBT.

2. Payment Schedule; Termination

Your payment schedule is described in the attachment to this letter.

OBT reserves the right, in its sole discretion, to discontinue funding if: (a) it is not satisfied with the progress of the activity to be supported by the grant or the content of any written report required by this letter; (b) you have failed in any other material way to comply with the terms of this letter; or (c) we determine that any statement in your proposal that we relied on in approving the grant is false. You agree to repay to OBT any grant funds that have not been used by end of the two-year grant period in compliance with the terms of this letter.

30 E. 7th St, Ste. 2900, St. Paul, MN 55101-2988
Main 651 227 8036 Toll-free 888 291 1123

OTTO BREMER TRUST

3. Reporting

An interim narrative and expenditure report is due on April 6, 2017; and a final narrative and expenditure report is due on April 6, 2018. You must provide OBT with a written report describing the activities carried out under the grant and whether the goals of the grant have been met. To submit your report, log in to your Otto Bremer Trust Applicant and Grantee Portal account and select the relevant Grantee Report from the list of items under your account. You will be required to provide both narrative and financial information, including a detailed expenditure report.

You must maintain financial and other business records in accordance with sound accounting and business practices, and you agree to permit a representative of OBT to have access to those records on reasonable notice for the purpose of auditing or verifying your use of the grant funds.

4. Access

You agree to take reasonable measures to assure access of any interested party to activities supported by the grant, and not to discriminate on the basis of race, color, creed, gender, religion, age, disability, sexual orientation, marital status, or national origin.

5. Oversight

OBT may monitor and conduct an evaluation of operations funded by this grant, which may include a visit from OBT personnel to observe your organization's program, discuss the program with your personnel, and review financial and other records and materials connected with the activities financed by this grant.

6. Public Reports

OBT may include information about this grant in public reports and may also refer to the grant in press releases. If there are special considerations concerning the public announcement of this grant by your organization, or if you would like to coordinate a public announcement of the grant with OBT's announcement, we encourage you to contact OBT to discuss this.

7. Anti-Terrorism

You acknowledge that you are familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to individuals and organizations associated with terrorism. You will ensure that you do not support or promote violence, terrorist activity or related training, or money laundering.

8. Notice of Change

Your organization must promptly notify OBT in writing, at the address listed in this letter, of any lawsuit brought against the organization; any proceeding or investigation directed at the organization by a federal, state, tribal, or local administrative agency or authority; or any proposed change in the organization's status under Section 501(c)(3) or 509(a) of the Internal Revenue Code.

9. Miscellaneous

- a. This agreement constitutes the entire agreement between OBT and your organization with respect to the grant, and supersedes all prior agreements and understandings between the parties, whether written or oral.
- b. Any provision or requirement of this letter may be waived at any time by the party entitled to the benefits thereof. Such waiver or failure to insist on strict compliance will not operate as a waiver of any other failure to comply.
- c. Your organization must not assign its rights or delegate its obligations under this letter without the prior written consent of OBT.

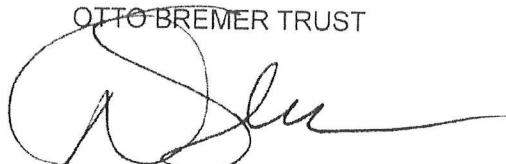
* * *

If this letter correctly sets forth your understanding of the terms of this grant, please indicate your organization's agreement by having the enclosed copy of this letter countersigned by an officer of your organization and returned to OBT to the attention of Danielle Cheslog.

On behalf of OBT, we extend every good wish for your organization's success. Please do not hesitate to contact your assigned program officer if you have questions about this grant agreement or the grant.

Sincerely,

OTTO BREMER TRUST

A handwritten signature in black ink, appearing to read 'D Reardon', written over the printed name.

Daniel Reardon
Co-CEO and Trustee

April 6, 2016

Page 4

The undersigned, on behalf of the Saint Paul Police Foundation, hereby accepts and agrees to the foregoing terms.

Saint Paul Police Foundation

By: Kathleen A. Beck
Signature

Printed Name: KATHLEEN A. BECK

Title: VICE-CHAIR SAINT PAUL POLICE FOUNDATION

Address: 26 Exchange Street East, Suite 140

Phone: 651-665-6248 (KATHA'S OFFICE) or 651-291-2820 (SPPF OFFICE)

Email: Kathleen.Beck@Securian.com

Date: April 18, 2016

Grant #16-47668

Attachment to Letter Agreement with Saint Paul Police Foundation, dated April 06, 2016

In this letter, "grantee" refers to Saint Paul Police Foundation, and "OBT" refers to the Otto Bremer Trust.

- **2016.** The grant of \$250,000 in 2016 is a 'direct grant'—the grantee must fulfill the general obligations explained in this grant agreement, but there are no special conditions for the grant in this year.
- **2017.** The grant of \$250,000 in 2017 contains the condition of a 'one-to-one match.' That means that the grantee must raise one dollar for every dollar requested of the Otto Bremer Trust. The dollars raised for the match must be 'new dollars.' This means that the matching funds must either be pledged to the grantee or received by the grantee one-year *after* the date of this letter.

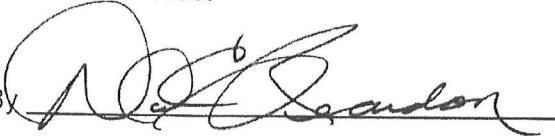
Proof of Having Raised Matching Funds. In match years in which a match is required, the grantee must provide to the Foundation proof of having raised the matching funds. Once that proof is received, the Foundation will be happy to forward to the grantee a check for the Foundation's matching grant. Our standards for proof are flexible: proof may consist of letters showing evidence of pledges, letters showing approval of grants from other Foundations, or even an internal financial statement showing funds received and the dates they were received. If you have questions about what constitutes proof, please contact the Foundation program officer who handled your grant proposal.

Deadline for Raising Matching Funds. Proof of having raised the matching funds must be submitted no later than April 6, 2018, or the conditional portion of the grant will be rescinded.

Please sign where indicated below on one copy of this letter and return it to OBT to indicate your acceptance of the condition.

Accepted and agreed to by:

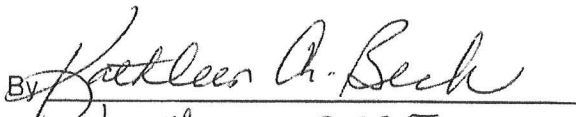
Otto Bremer Trust

By: 

Title: Co-CEO and Trustee

Date: _____

Grantee: Saint Paul Police Foundation

By: 

Title: *Vice Chair SPPF*

Date: *4-18-2016*

APPLICANT AND GRANTEE PORTAL

Required fields are indicated with red bars.

Click **Save** to retain your entries. Click **Cancel** to discard changes.

After saving your application, click **Continue** to move to the next page of your application, or click **Edit** to modify the information on this page.

INTRODUCTION

Please review the [Grantmaking Overview](#), [Grantmaking FAQs](#), and [Fiscal Sponsorship policy](#) before beginning your application.

This application is for a grant to an organization acting as the fiscal sponsor for another organization. If the Foundation makes a grant in response to this application, the fiscal sponsor becomes the grantee. We understand that the two organizations may work closely together in preparing the application, but the application must be submitted by the fiscal sponsor. You may grant permission to anyone from either organization to participate in the preparation of this application by designating them on the Organization Contacts form in the Attachments tab.

If you are applying for a standard grant, please see our [Standard Application](#). If you are applying for a program-related investment (PRI), please see our [PRI Application](#).

Project Title and Purpose

Please give your proposed project a title and provide a purpose statement. The title should be approximately two to six words in length, and the purpose statement should be a brief, one-sentence summary of the project. (If your application is for general operating support, please use 'general operating support' as your project title.) Please note that after you submit your application, foundation staff may edit these fields to conform to our existing format.

Examples

Project Title: Academic Support for Youth

Purpose: To provide academic support and increase opportunities for youth to pursue higher education.

Project Title	Public/Private Partnership for Community Engagement
Purpose	To provide general operating support to the Saint Paul Police Foundation for ongoing and new community outreach and engagement projects.

Proposal Summary

Please provide a brief summary of the project or program for which you are seeking funding. This summary should articulate the proposed work, define the beneficiaries and describe the impact. This summary will be used as part of the Foundation's initial review process to determine if the full proposal will be considered for funding.

Proposal Summary	<p>As the grantee, the Saint Paul Police Foundation is requesting grant funding to help support and expand upon existing community outreach and engagement efforts of the Saint Paul Police Department (SPPD), the sponsored organization. The Saint Paul Police Foundation is requesting general operating funds in the amount of \$500,000 over two years (\$250,000 each year) to support these efforts. The most significant challenges facing law enforcement agencies today are strengthening the community's trust and ensuring transparency. These funds will be used to support expansion of outreach efforts.</p> <p>President Obama's Task Force on 21st Century Policing Report includes six pillars: Building Trust and Legitimacy, Policy and Oversight, Technology and Social Media, Community Policing and Crime Reduction, Training and Education, and Officer Wellness and Safety. The SPPD implemented many of the recommended pillars prior to this report being published. The SPPD works daily towards building trust and legitimacy, the funding requested will allow the SPPD to expand and broaden the efforts to existing and additional organizations in the community.</p> <p>The proposed work will focus on expanding existing outreach projects with a variety of community organizations. Its purpose is to build stronger relationships with community members and community organizations, thereby creating trust. The main barrier in growing these programs to meet the current need is the lack of capacity to support growth.</p>
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Organization Information

If the information below is not correct after you save, you can modify it by clicking the [Profile](#) link above, selecting the [Organization](#) tab, and clicking the [Edit](#) button. Make the necessary changes and click [Save](#). Then click on [My Submissions](#) to return to the application area, and click the edit icon to continue your application.

Organization Name	Saint Paul Police Foundation
Type of Exempt Organization	501(c)(3) nonprofit
Age of Organization	More than 10 years
Organization Address	26 E Exchange Street, Saint Paul, MN 55101
Phone	6512665856
Fax	

**Saint Paul Police Foundation
and
City of Saint Paul, Police Department**

This Memorandum of Understanding is hereby entered into by and between the Saint Paul Police Foundation and the Saint Paul Police Department for the purpose of collaboration and partnership in their efforts in the Bremer Otto Trust Grant Application. As the grantee, the Saint Paul Police Foundation is requesting grant funding to help support and expand upon existing community outreach and engagement efforts of the Saint Paul Police Department (SPPD), the sponsored organization. The most significant challenges facing law enforcement agencies today are strengthening the community's trust and ensuring transparency. These funds will be used to support expansion of outreach efforts

RESPONSIBILITIES AND EXPECTATIONS

For this project, the Saint Paul Police Foundation is the "fiscal" organization. As the fiscal organization, the Saint Paul Police Foundation is responsible for the following:

- Acting as the fiscal agent for the grant.
- Drafting and completing investigative summaries/case studies.
- Measuring and reporting key outcomes and indicators for project.
- Grantee will withhold 10% of the granted funds for the administration of the grant.
- The fiscal organization is not legally required to disburse the grant funds to or for the benefit of the sponsored organization.

Under this Agreement, the Saint Paul Police Department agrees to:

- Participate with investigative research and methodology development throughout the project timeline.
- Participate in meetings over the grant period.
- Share data as needed and to the extent allowed by law to support the planning, implementation and reporting efforts of the project.
- Track and report staffing hours, costs, and amounts for the purpose of reporting and reimbursement.
- Conduct projects and events, which meet the requirements of the project as outlined in both the project narrative and timeline.

TIME PERIOD

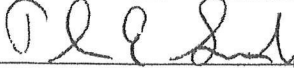
This Memorandum of Understanding shall follow the grant time period outlined by the Otto Bremer Trust guidelines.

TERMINATION

This Agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given in writing to both the City of Saint Paul Police Department and Saint Paul Police Foundation, and shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement

In Witness Whereof, parties have executed this Memorandum of Understanding effective March 11, 2016.

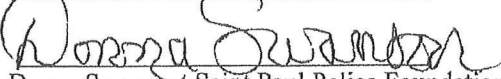
CITY OF SAINT PAUL POLICE DEPARTMENT



Thomas E. Smith, Chief of Police

Date: 3/15/2016

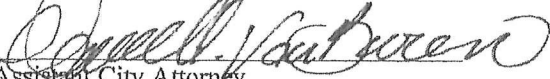
SAINT PAUL POLICE FOUNDATION



Donna Swanson, Saint Paul Police Foundation
Executive Director

Date: 3.14.16

APPROVED AS TO FORM:



Assistant City Attorney

Date: 3/15/2016