



# Sponsor Agreement

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The Saint Paul Police Foundation ("SPPF") agrees to serve as fiscal sponsor for a donor-designated contribution received by the SPPF for the purpose of developing a Non-Lethal Pepper Ball program at the Saint Paul Police Department (the "Project"). The SPPF hereby agrees to serve as fiscal sponsor and grant partner to the Saint Paul Police Department ("SPPD"), 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 \$72,000 from the contribution made by the Lynn Johnson Family Foundation, the Grantor. The parties agree that SPPF will retain a 10% grant partner fee in the amount of \$8,000, from a total contribution of \$80,000. This fee is withheld to meet reasonable expenses for administering the grant.

## Terms of Agreement

### Responsibilities & Liabilities

1. SPPF agrees to sponsor the Project and to assume administrative, programmatic, financial, and legal responsibility for purposes of the Grantor's requirements.
2. SPPD agrees to use grant funds to implement and operate the Project, in accordance with the terms of this Agreement, and memorialized in the budget provided to the Foundation (Exhibit A).
3. No material changes in the purposes or activities of the Project shall be made without prior written permission of both SPPF and SPPD and in accordance with this Agreement and applicable Grantor requirements.
4. SPPF is not liable for any SPPD use of grant 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).

## **Disbursement & Recordkeeping**

6. SPPF will disburse grant funds as defined in this Agreement to SPPD within 10 business days of approval of this 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.

## **Reporting**

8. By December 31, 2019, SPPD will report grant expenditures and performance to SPPF, by letter or memo. The grant report must include:
  - a. Grant expenditures according to the submitted budget, and
  - b. Summary of grant-related activities indicating effectiveness of Project and the impact of the grant.
9. SPPF and SPPD will report the activities of the Project, to the extent applicable, on their state and federal government tax returns and financial reports. All disbursements of grant funds dispersed for the purposes of the Project from an account must be treated as payments made to or on behalf of the SPPD to accomplish the purposes of the Project.

## **Termination**

10. This agreement will terminate if any of the following events occur:
  - a. SPPF requests the SPPD to cease activities that it deems might jeopardize SPPF's tax-exempt status and the Project fails to comply within a period of ten (10) days of the SPPF's written request;
  - 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;
  - c. Expiration of four weeks after either the Sponsored Organization or the Fiscal Sponsor has given written notice of its intent to terminate the agreement.
11. In the event this Agreement is terminated, the parties will comply with any termination conditions imposed by the Grantor.

## Agreement Approvals

**Accepted for Saint Paul Police Foundation, Fiscal Sponsor:**

\_\_\_\_\_  
Name of Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Accepted for the Saint Paul Police Department, Sponsored Organization:**

\_\_\_\_\_  
Name of Authorized Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Exhibit A**