

TERMS OF GRANT OF THE SAINT PAUL & MINNESOTA FOUNDATION

Please Read Carefully!

I. ACCEPTANCE OF GRANT

The grant to you/your organization from the Foundation is for the explicit purpose(s) described in the Grant Resolution and is subject to your acceptance of the terms described therein.

Acceptance of the funds serves as your acceptance of the grant and your acknowledgement of this Terms of Grant agreement. Please refer to the tracking number and title in all communications concerning the grant.

GRANTEE: City of Saint Paul, Minnesota

DATE AUTHORIZED: 1/25/2020

TRACKING #: 121846\SPPE-20-188254

AMOUNT GRANTED: \$400,000.00

GRANT RESOLUTION:

A grant of \$400,000.00 is approved to the City of Saint Paul to support CollegeBound Saint Paul operations in the year 2020.

GRANT PERIOD: Begins: 1/1/2020

Terminates: 12/31/2020

FOUNDATION OFFICER FOR THIS GRANT: Dustin Moretz

II. REVIEW OF GRANT ACTIVITY:

The grantee will furnish the Foundation with written reports according to the following schedule (if no dates are noted, then no reports are required for this grant):

Interim Report(s):

Final Report(s):

INTERIM REPORTS, if any, should be completed annually by multi-year projects and you will need to download the interim report form available on the Foundation's website.

THE FINAL REPORT to be completed at the end of the grant period. You will need to download the final report form available on the Foundation's website. The report form is intended to help you

report on the outcome(s) of your grant. The final report should be accompanied by a certified financial statement, if available, or the most recent financial statement of your organization. Reports should be emailed to grantsadmin@spmcf.org.

III. SPECIAL PROVISIONS

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Service Code, as amended, and the regulations issued thereunder. Please read the following carefully:

- 1. PUBLIC ANNOUNCEMENTS: Announcements of the grant award are to be made by the grantee unless otherwise indicated by the Foundation. Grantees are expected to review the text of any announcements and plans for publicity with the Foundation Officer responsible for this grant. Please send a copy of any published accounts mentioning the project of the Foundation to the Foundation Officer.
- 2. PAYMENT OF GRANTS: The Foundation reserves the right to terminate or modify any payments pursuant to this grant, including modification of previously agreed upon payment schedules should this be deemed appropriate by the Foundation.
- 3. EXPENDITURE OF GRANT FUNDS: The funds provided by this grant may be spent only in accordance with the provisions of the grantee's funding request and budget as approved. The program is subject to modification only with the Foundation's prior written approval. Funds will be dispersed to the grantee upon receipt of the properly completed Terms of Grant and the satisfactory compliance with special conditions:
 - (a) Any special conditions which apply to this grant, as listed, should be complied with as rapidly as feasible. These conditions may make the release of funds—contingent on special requirements and future payments contingent upon—demonstrated performance. In such cases, adequate evidence of compliance with—conditions must be submitted before the Foundation will release grant funds. If—you have questions about the special conditions, contact the Foundation Officer—responsible for this grant.
 - (b) Unless otherwise noted in the Grant Resolution no funds provided by the Foundation may be used for any political campaign, or to support attempts to influence legislation of any governmental body other than through making available the results of nonpartisan analysis, study, and research. When Foundation funds are approved for lobbying the organization must comply with all lobbying requirements including, but not limited to, registering as a lobbyist and properly reporting lobbying expenses.
 - (c) Expenses charged against this grant may not be incurred prior to the date at which the grant period begins or subsequent to its termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
 - (d) The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. Fiscal sponsors must maintain books and records adequate to demonstrate that grant funds were maintained in a separate account or with separate accounting.

- (e) Equipment or property purchased with grant funds shall be the property of the grantee organization so long as it is not diverted from the purposes for which the grant was made. If the purpose of the organization or the use of grant funds is changed, or if the grantee organization should go out of existence, the equipment or property reverts to the Foundation.
- 4. REVERSION OF GRANT FUNDS: The grantee will return any unexpended funds to the Foundation at the close of the grant period.

Funds also will be promptly returned:

- (a) If the Foundation determines that the grantee has not performed in accordance with the Terms of Grant or met the specific grant conditions of the approved program.
- (b) If the grantee loses its exemptions from Federal income taxation as provided for under Section 501(c)(3) of the Internal Revenue Code.
- 5. COPYRIGHTS AND PATENTS: Reports, materials, books, and articles resulting from this grant may be copyrighted by the organization receiving the grant or by the author, in accordance with the policies of the grantee organization, toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. The Foundation reserves the royalty-free license to use such publications. For projects involving the possibility of patents, the grantee should request further information from the Foundation.
- 6. LIMIT OF COMMITMENT: Unless otherwise stipulated in writing, this grant is made with the understanding that the Foundation has no obligation to provide other or additional support to the grantee.

In accepting the grant, the grantee accepts the terms stated in this agreement and agrees to comply with any laws in undertaking its project.

For the Grantee: City of Saint Paul, Minnesota

Form approved/revised: November 17, 2016