

GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into this ____ day of November, 2019, by and between the City of St. Paul, a Minnesota municipal corporation ("Grantee") through its Department of Park and Recreation with offices at 1100 Hamline Ave. North, Suite 90, St. Paul, Minnesota 55108, to induce the Raymond and Florence Berglund Family Foundation, a Minnesota charitable trust, with offices at 665 No. Snelling Ave., St. Paul, Minnesota 55104 (referred to as the "Berglund Foundation" or "Grantor") to make an additional grant in the sum of TEN THOUSAND and No/100 Dollars (\$10,000.00) which shall be added to any excess funds remaining from the Grantor's 2018 Grant made to Grantee, to be used by Grantee to cover one-half (½) or more of the cost of the following:

Schiffman Fountain: To repair and restore the Fountain Pool (the "Fountain Pool") surrounding the cast iron mermaid sculpture (the "Sculpture") including the water pump which provides the power to the hydro system and circulates the water throughout the fountain system located within the Sculpture and the additional water jets manifold which distributes the water to each of the individual spray units around the perimeter/circumference of the Fountain Pool, and replacement of the lighting with new LED lighting for the Fountain Pool surrounding the Sculpture and perimeter lighting. The Fountain Pool and Sculpture are located inside the driving circle just West of Lake Como and Southwest of the Pavilion in St. Paul's city park called "Como Park." The water jets spraying water into the area above the Sculpture and around the circumference shall be incorporated and coordinated with the new LED lighting to be installed around the perimeter/circumference and next to the Schiffman sculpture. Said repairs shall include any necessary work to restore the integrity of the holding pool.

The funds being given to Grantee by the Berglund Foundation shall be collectively referred to as the "Grant" or "Grants." Grantee acknowledges that the Foundation is subject to certain requirements and restrictions imposed by the Internal Revenue Code (the "Code") on private foundations and that the Berglund Foundation requires, as conditions for making the grant, the following terms and conditions:

1. Use of Funds. Grantee shall use the grant received from the Foundations and any income thereon together with any excess funds from the 2018 grant, only for the purposes and in the manner permitted in this Grant Agreement, and if requested the Grantee shall repay to the Foundation any amounts of the grant not used for the purposes described herein. Specifically, the grant shall be used to cover the cost of restoration of the water pump, water jets (i.e. spraying mechanisms) and to convert the old lighting system in the Fountain to a new LED lighting system to allow generation of multiple colors when the water is spraying up and out of the Sculpture and around the circumference of the Fountain Pool towards the Sculpture. Grantee agrees to cover the cost to re-install the Sculpture in the center of the Fountain Pool including the cost to transport the Sculpture, place the Restored Sculpture back in its original position in the center of the pool and to provide electricity to the Fountain Pool. The cost to reinstall the Sculpture in the Fountain Pool and provide electricity service shall be paid from funds other than the Berglund Foundation's Grant.

Grantee agrees to segregate the Grant and to keep it separate from its general operating funds. The funds shall be disbursed only after written authorization from the Berglund Foundation. The Berglund Foundation agrees to respond to Grantee's request for authorization to disburse the Grant funds within Ten (10) business days of receipt of the request for a proposed disbursement together with supporting documentation as to said disbursements. Any excess funds not used by Grantee for restoration of the Sculpture and Fountain Pool shall continue to be segregated funds and shall be used by the Grantee to create a maintenance reserve account to provide for annual inspection and maintenance of the Sculpture and the Fountain Pool in the future.

Furthermore, Grantee agrees that the grant and any income earned thereon shall not be used for any of the following activities:

- (a) to carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code, or
- (b) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the code), or
- (c) to make any grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the Code, or
- (d) to undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Code.

2. Annual Reports. Grantee annually during the restoration of the Fountain Pool and reinstallation of the Sculpture shall submit a full and complete annual report to each Grantor together with a

more detailed report relative to the use of the grant funds that will provide Grantor with an accounting for Grantee's use of the grant including any income thereon. Such reports shall be made as of the end of each of Grantee's annual accounting periods within which the grant is received and all such subsequent periods until all of such funds have been fully expended by Grantee. Such reports shall be furnished to the Foundation within a reasonable period of time after the close of the accounting periods to which they relate but within Ninety (90) days of the end of such period. Such reports shall be prepared in accordance with generally accepted accounting principles and a certification by Grantee of compliance with the terms of this Grant Agreement. If Grantee has received more than one grant in a calendar year from the foundation, Grantee may combine all grants into a single report for said reporting period. If there are excess funds and Grantee is going to retain said Funds for annual maintenance, Grantee agrees to provide an annual report detailing how the remaining Funds are being used until such time as the funds are exhausted.

3. Books and Records. Grantee shall maintain complete records of receipt of the Grant funds, the income received and invoices paid, all of which shall be kept for at least four (4) years after completion of the use of all grant funds and income. Grantee's books and records related to this Grant shall be available to the Foundation and its respective representatives for inspection and copying at all reasonable times.

4. Agreement to Return Excess Funds. The Grantee agrees that the grant is to be used only for the purposes and within the term as provided in this agreement. Funds not expended as agreed to within the term set forth in this Grant Agreement shall be returned to the Foundation unless (a) the Foundation agrees in writing to allow the funds to be used for an alternate purpose or purposes; or (b) the Foundation agrees in writing to an extension of time for the use of the funds; or (c) the Foundation directs Grantee in writing to make payment of said excess funds to another qualified charitable organization that is an IRC 501(c)(3) organization and Grantee in fact makes said payment.

5. Placement of Plaque Acknowledging the Foundations Names at the site of Fountain. Grantee agrees to have a plaque made and promptly displayed adjacent to the Fountain Pool acknowledging the grant and listing the names of each Foundation acknowledging their involvement in the restoration of the Sculpture and acknowledging the original donor, Dr. Rudolph Schiffman. The wording of the plaque shall be subject to the joint approval by the Foundation and the Cedarwoods Foundation.

6. Time for Grantee to Complete Restoration of Fountain Pool and Lighting. Grantor agrees to complete the restoration of the Fountain Pool on or before October 1, 2019 ("Term") and any funds retained for annual maintenance and inspection shall continue until such time as the funds are exhausted.

7. Payment of Grant Monies. The Foundation shall pay to Grantee within Five (5) days of execution of this document by Grantee the sum of TEN THOUSAND AND NO/100 Dollars (\$10,000.00) which shall be deposited by Grantee into a segregated fund and held as restricted funds for the specific purpose for which the money has been granted. Grantee agrees to send an acknowledgment of receipt of the funds to each of the Foundations upon receipt of payment.

8. Remedies. In the event of a default by Grantee in the terms and conditions of this Grant Agreement, the Foundation may seek and enforce any provision of this Grant Agreement including equitable relief. In addition to any other remedies that the Foundation may have, Grantee agrees that the Foundation may withhold grants and/or refuse to authorize use of the funds and income thereon and/or terminate any other grant commitment that the Foundation may have made to Grantee if Grantee fails to comply with the terms of this Grant Agreement.

9. Tax Exempt Status. Grantee shall continue to maintain its tax exempt status as a municipal corporation under Internal Revenue Code during all times that the proposed Grant will be paid and used.

10. Location of Sculpture Upon Completion of Restoration. Grantee agrees that the Sculpture shall be reinstalled back in the Fountain Pool in Como Park. Furthermore, Grantee agrees that the Sculpture shall remain in Como Park and always be situated in the Fountain Pool for the rest of its useful life.

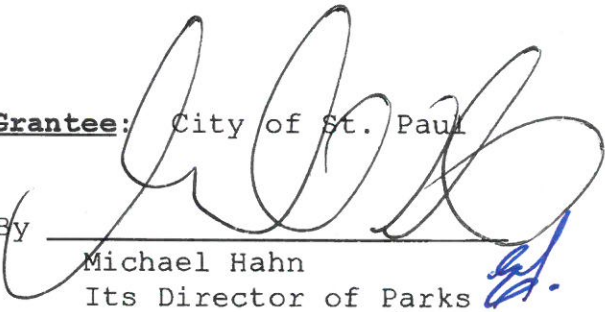
11. Amendments. The terms and conditions of this Grant may be modified by the parties only by an agreement in writing signed by both the Foundation and Grantee.

12. Capacity to Sign. All parties represent and warrant that they have the appropriate legal authority to sign this document.

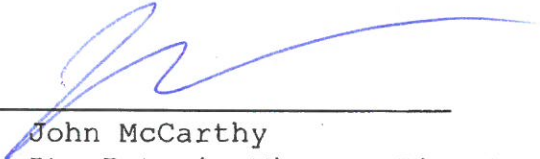
IN WITNESS WHEREOF, Grantee has caused this Grant Agreement to be signed as of the day and year first written above.

Grantee: City of St. Paul

By

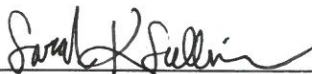

Michael Hahn
Its Director of Parks
Dated: November 20, 2019

By


John McCarthy
Its Interim Finance Director
Dated: November 20, 2019

Approved as to form

By


Sarah Sullivan
Assistant City Attorney
Dated: November 20, 2019

Grantor:

R.R.W. and Florence Berglund

By

Stephen L. Nelson
Its Trustee
Dated: November ____, 2019