F. R. BIGELOW FOUNDATION

An affiliate of Minnesota Philanthropy Partners

November 29, 2016

Chris Coleman Mayor City of Saint Paul, Minnesota 390 City Hall 15 West Kellogg Boulevard Saint Paul, MN 55102

RE: Sprockets: Strengthening Leadership and Supporting Quality

Tracking #: 109268/BGBP-16-158029

Please reference this tracking number in all future correspondence.

Dear Chris Coleman:

I am pleased to inform you that the Board of the F. R. Bigelow Foundation met on 11/15/2016.

The board approved a grant of \$25,000 to City of Saint Paul, Minnesota for Sprockets: Strengthening Leadership and Supporting Quality. This grant was approved with the understanding that the grantee is advised that this grant should not be viewed as the beginning of ongoing operating support for this program.

The Terms of Grant agreement related to this grant follows this letter. Please read the agreement in its entirety and make special note of all the provisions and procedures indicated. Acceptance of the funds serves as your acceptance of the grant and your acknowledgement of the Terms of Grant agreement.

This grant is awarded with the understanding that reports will be submitted to the Foundation as stipulated in the Terms of Grant agreement. The dates on which the interim reports, if any, and the final report are due will be found in the agreement. When preparing your interim/final report(s), you will need to download the Interim / Final Report Form and Narrative Guidelines available on the Foundation's website. The report form and guidelines are intended to help you report on the outcome(s) of your grant. Please use the report form as a cover sheet when submitting interim or final reports. The Foundation is unable to consider additional funding requests from organizations with past due final reports.

The grant payment is scheduled as follows:

11/30/2016 \$25,000.00

A check is enclosed in the amount of \$25,000.00 from the F. R. Bigelow Foundation which represents the first scheduled grant payment.

Grant funds can only be expended for the purposes and within the time period stated in the Terms of Grant agreement. Under certain circumstances the Foundation will extend the grant period. Otherwise, unexpected funds must be returned to the Foundation.

I wish you every success and look forward to receiving reports as required by the Terms of Grant agreement.

Sincerely,

Ann L. Mulholland

Vice President of Community Impact Minnesota Philanthropy Partners

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ALM:MKM Enclosure

CC: Erik Skold Sprockets 209 W. Page Street Saint Paul, MN 55107

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TERMS OF GRANT

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: 11/15/2016

TRACKING #: 109268\BGBP-16-158029

AMOUNT GRANTED: \$25,000.00

GRANT RESOLUTION:

The board approved a grant of \$25,000 to City of Saint Paul, Minnesota for Sprockets: Strengthening Leadership and Supporting Quality. This grant was approved with the understanding that the grantee is advised that this grant should not be viewed as the beginning of ongoing operating support for this program.

GRANT PERIOD:

Begins: 1/1/2017

Terminates: 12/31/2017

FOUNDATION OFFICER FOR THIS GRANT: Gerald Timian

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): 1/31/2018

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

THE FINAL REPORT to be completed at the end of the grant period should follow the report narrative guidelines. Interim / Final Report Form and Narrative Guidelines are available on the Foundation's website. The report form and guidelines are intended to help you report on the outcome(s) of your grant. Please use the report form as a cover sheet when submitting interim or final reports. 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@mnpartners.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.
- 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.
- 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.
 - (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.
- (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.
- 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.

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

Form approved/revised: November 17, 2016