

November 19, 2020

Melvin Carter Mayor City of Saint Paul 390 City Hall 15 W. Kellogg Blvd. St. Paul, MN 55012

Dear Mayor Carter:

The Trustees of the John S. and James L. Knight Foundation have approved a \$200,000 grant to City of Saint Paul.

The grant is to be used as follows: To support public and civic engagement in the design and execution of the Mayor's Community-First Public Safety Initiative.

The terms and conditions of this grant are contained in the attached grant agreement. Grant payment according to the terms outlined will be released within 60 days of Knight Foundation receiving the signed agreement.

The Relationship Manager for this grant, Jai Winston (winston@kf.org), is your primary point of contact and will answer any questions you may have. All reports should be uploaded to our Fluxx Grantee Portal at https://knight.fluxx.io.

Before you take steps to publicize this grant, please review our communications resources and guidelines at www.knightcommunications.org.

This grant is tangible recognition of your services to St. Paul, a Knight community. Thank you.

Sincerely,

AI: NC Enclosures C: Sharon Kennedy-Vickers, Chief of Staff, City of Saint Paul

### JOHN S. AND JAMES L. KNIGHT FOUNDATION

### **GRANT AGREEMENT**

#### **ORGANIZATION:** City of Saint Paul

#### GRANT ID: GR-2020-61866

**PURPOSE:** To support public and civic engagement in the design and execution of the Mayor's Community-First Public Safety Initiative.

TERMS: October 1, 2020 to October 3, 2022

AMOUNT: \$200,000

### ACTIVITIES

Mayor Carter's Community-First Public Safety Framework prioritizes investments that are resident driven to support safety and security for all community members. Knight's dollars will fund consultants to support the planning and engagement for data management, program development and services in three areas:

- Improving community connectivity & supports;
- Designing public spaces for safety; and
- Enhancing the capacity of public safety systems.

The Framework implements proven, data-driven and evidence-based approaches from around the country and world, and leverages public, private and philanthropic investments to maximize public resources. The framework engages 9 different city departments in a comprehensive public safety strategy, reflects community-driven priorities from over 1,000 Saint Paul residents who've participated in Mayor's Office community engagement events in 2019, and invests directly in community-based resources & capacity to address localized challenges.

#### **OBJECTIVES**

We will:

• Reduce rates of violent crime, as measured by Saint Paul's performance against peer cities

- Strengthen relationships and increase trust with community partners.
- Strengthen relationships and increase trust with residents.
- Improve collaboration across partners working to address public safety.
- Decrease juvenile arrests.
- Increase number of youth feeling connected to a trusted adult.
- Increase number of youth in employed positions.
- Increase youth engagement in STEM activities that connect to career pathways.
- We will monitor progress to these outcomes using a full logic model that is a part our larger approach to impact evaluation for the Community First Public Safety Initiative.

The description of your organization's activities and your expectations for the outcomes of the funded project are listed above. Your organization agrees that the results described are achievable and represent the terms against which your organization will judge the success of the project.

### MONITORING

- Any evaluation reports relating to this grant will be submitted to the Knight Foundation.
- Support engagement to inform the City of Saint Paul's Community-First Public Safety Framework.
- Develop new and expand existing programs that foster more positive interactions between communities of color and law enforcement.

### COMMUNICATIONS

You agree to follow the communications guidelines at <u>http://knightcommunications.org</u> and to clear with <u>communicationsdirector@knightfoundation.org</u> any content that mentions the Foundation. Please also follow us on Twitter at @knightfdn.

You will recognize Knight Foundation for its Cumulative Giving in all future donor recognition, of whatever type, consistent with your donor recognition protocols. You shall provide the text of any proposed donor recognition of Knight Foundation to Knight Foundation for its prior written approval.

You shall not give greater recognition to any donor that has given Grantee the same amount as, or less than, Knight Foundation's Cumulative Giving to Grantee. Cumulative Giving includes all gifts from Knight Foundation to Grantee as of the date of the donor recognition, including the amount of this grant.

If this grant is to fund a program, center, etc. whose name (the "Name") includes reference to Knight, the Knight Foundation, its founders John S. Knight and/or James L. Knight, or to which Knight Foundation has previously agreed to a specific naming recognition or naming convention, you must obtain prior written permission from Knight Foundation for any and all changes including any derivatives or abbreviations of said Name.

# BASICGRANTCONDITIONS

- 1. Grantee will use the funds for the purposes described in this Agreement. Any alternative use of funds must be authorized in advance in writing by Knight Foundation. If the funds are not used in accordance with the terms outlined in the Agreement, the Grantee must repay those funds to the Foundation.
- 2. Changes to any specific line item in the enclosed budget greater than 5% should be approved in writing by Knight Foundation prior to making the change.
- 3. Significant changes in project or organizational leadership should be reported to Knight Foundation within 30 days of the change.
- 4. As required by IRS rules, Knight Foundation funds will not be used: a) to carry on propaganda or otherwise attempt to influence legislation; b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; c) to make a grant to any individual for travel, study or other similar purposes or to make a sub-grant to any other organization unless the grant complies with Section 4945(d)(3) or (4) of the Internal Revenue Code and the grant has been detailed in the approved grant plan and budget; or (d) to undertake any activity for any purpose other than the charitable and educational purposes specified in Section 170(c)(2)(B) of the Internal Revenue Code.
- 5. Knight Foundation requires its Grantees to adhere to ethical standards, in addition to complying with all applicable laws and regulations. If Knight Foundation, at its sole discretion, determines these standards have not been met, it reserves the right to suspend or terminate the grant agreement.
- 6. If the Knight grant is for re-granting to a news or media organization, then that organization must agree to post the same information with respect to its funding sources on its website.
- 7. Overhead expenses charged to the grant must be specified in the approved grant budget and must be supported by appropriate documentation. Overhead may not include a general percentage of costs.

#### **REPORTSANDPAYMENTS**

- 1. The full grant payment of \$200,000 will be sent within 60 days of Knight Foundation receiving this signed grant agreement.
- 2. A progress report, both narrative and financial, is due September 30, 2021.
- 3. A final report, both narrative and financial, is due October 31, 2022.
- 4. Login to the Fluxx Grants Portal at https://knight.fluxx.io to submit your reports online. Click on the green "+" sign to upload your reports. Click on the "Submit" Link to let Knight know you have submitted your requirement. These reports include both financial and program information using online forms. The program report must include a narrative account of the use of grant funds and progress in achieving the purposes of the grant, including grant outcomes. The online report forms are available on Knight's Grantee Portal. Copies of the reports will be provided to your Program Director by Grants Administration. The Director will review your report and provide feedback. Any questions about the grant should be directed to the Program Director.
- 5. During the term of the grant, organizations audited by an independent auditing firm should submit the audit results including the management letter within 90 days of completion of the audit report.
- 6. Upon the Foundation's request the Grantee will provide all information relating to or developed under the grant.
- 7. The Foundation may withhold future payments at the Foundation's sole discretion if it has not received all required reports and/or the reports do not meet the Foundation's reporting requirements or the grant fails to achieve satisfactory progress.

#### **RETURN OF GRANT FUNDS ON CHANGE IN PURPOSE:**

If there is a "Change in Purpose" (as hereinafter defined), upon the written request of Knight Foundation, Grantee shall (and shall cause the Fiscal Agent, if applicable, to), at Knight Foundation's sole discretion, promptly either (i) reassign to another charitable organization acceptable to Knight Foundation, or (ii) return to Knight Foundation, all grant funds that were not properly expended (in accordance with the approved project budget) prior to the first Change in Purpose subsequent to the date hereof. For purposes of this grant agreement, the term "Change in Purpose" means (i) any material change in the current charitable purpose of the Grantee as set forth on Annex I hereto, as determined by Knight Foundation in its sole discretion, including but not limited to any change in purpose or activities communicated by the Grantee to the IRS by means of a letter, Form 990 filing or other communication, (ii) at the sole discretion of Knight Foundation, any change required to be reported to Knight Foundation pursuant to item 3 of "Basic Grant Conditions," above, and/or in circumstances as contemplated by "Purpose" above, (iii) any winding up of the Grantee's activities or operations, (iv) any combination of the Grantee with any other

charitable or other organization, whether by means of merger, transfer of assets or other reorganization event, and/or (v) any public announcement by Grantee or any of its affiliates with respect to any of the foregoing events. Grantee shall promptly notify Knight Foundation, in writing, upon the occurrence of any circumstance, event or development that could reasonably be expected to result in a potential Change in Purpose.

## **INTELLECTUAL PROPERTY:**

Grantee and the Foundation agree that all intellectual property (IP) rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials") shall be owned by Grantee. Grantee acknowledges that the Foundation wishes to ensure the widest possible distribution of the Public Materials and ensure that they are and remain generally available to the public. Accordingly, Grantee hereby grants, and shall ensure that any individuals who have any IP rights in Public Materials shall grant, to the Foundation, under all IP rights of such party, a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide, sublicenseable license to use or publish the Public Materials; provided, however, that the Foundation shall not exercise such rights except (a) in connection with the activities of the Foundation, and/or (b) in the event Grantee materially breaches the terms of this Agreement.

Grantee, at the Foundation's request, agrees to execute any additional documents required to affect such license. Upon Grantee's request in writing, the parties shall cooperate to identify whether any particular materials produced by Grantee constitute Public Materials; provided that Grantee and the Foundation acknowledge that Public Materials shall include all materials required to be developed as described in the applicable grant description.

Exceptions to this clause must be approved by the Foundation in writing. Grantee shall not make available such Public Materials, or any derivative works of the Public Materials, under any other licensing terms, without the Foundation's prior written consent.

### **TAX-EXEMPT STATUS:**

Grantee will maintain its tax-exempt status as a Section 501(c)(3) organization classified as a public charity under Sections 509(a)(1) or (2) current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the use of funds from private foundations to the Grantee organization. This includes but is not limited to the prohibition against activities described in Section 4945(d) of the Internal Revenue Code.

### **PUBLIC ENTITY:**

Our organization's acceptance of this grant, as evidenced by our authorized signature in the space provided below, signifies that the City of Saint Paulis a unit of government and, as such, donations are deductible as charitable contributions to a political subdivision as recognized in Section 170(c)(1) of the Internal Revenue Code, that our status as a unit of government will remain current during the grant period and that we will comply with all applicable federal, state and local laws and regulations that govern the use of grants from private foundations to our organization. Furthermore, we agree to use the grant funds for the purposes approved by the Foundation described below and understand that any alternative use of grant funds must be authorized in advance in writing by Knight Foundation.

### **BOOKS AND RECORDS:**

Grantee shall maintain its books and records, including an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after completion of the use of this grant. Those records include a general ledger with enough detail to allow tracking of the use of Foundation funds, original invoices, bank statements, copies of checks disbursing grant funds and documentation of the business purpose of each expense.

At the Foundation's request, Grantee shall make its books and records available to the Foundation by permitting reasonable access to its files, records and personnel by the Foundation (or its designated representatives) for the purpose of making financial audits or other evaluations concerning this grant as the Foundation deems necessary. The fees and expenses of such designated representative shall be paid by Knight Foundation.

# MANAGEMENT AND INVESTMENT OF FUNDS, EARNINGS, AND APPRECIATION:

All grant funds received, and earnings and appreciation on those funds, shall be invested in a designated account in a bank or investment firm that is a member of either the FDIC or SIPC. The investment will be in accordance with Grantee's governing documents and investment policies so long as they do not conflict with this Agreement, with the laws of the State of Florida, and with Federal laws. Earnings and appreciation on grant funds shall be used solely for the purpose of the Grant. Grantee may not assess an administrative or financial management fee unless agreed to in writing and in advance by the Foundation.

# **UNEXPENDED FUNDS:**

The Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant or the content of any required written report. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Foundation, except where the Foundation has agreed in writing to an alternative use of the unused funds.

# **ROYALTIES:**

Any materials produced by this grant and earnings thereon shall not provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Grantee shall not engage in any sales of such materials unless it has determined that such sales are substantially related to the charitable and educational purposes of the Grant. Any revenues realized by Grantee or any sub-grantee from any such materials must be used exclusively for this project.

# **NO-COST EXTENSION:**

If needed, Grantee should submit a request for a no-cost extension to the program officer before the end of the grant period. The request should contain the reason for the extension, its length and detail how any unexpended funds would be used.

#### NO GUARANTEE OF FUTURE FUNDING:

The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of Knight Foundation to continue funding beyond the terms listed in this grant agreement.

If you agree to the terms and conditions of this grant agreement, please sign and submit this document via DocuSign to Knight Foundation. Please download a copy of the signed document for your grant files. Grant payment according to the terms above will be released within 60 days of receiving this signed agreement.

#### **Grantee Authorized Signatory:**

Type or print name of person signing	Title	
Agreement		

Signature of person signing Agreement

Date

All future correspondence regarding this grant should refer to grant # GR-2020-61866. Please sign and return this document via DocuSign or by emailing it to grants@kf.org.

## JOHN S. AND JAMES L. KNIGHT FOUNDATION GRANT AGREEMENT ANNEX I

**GRANTEE:** City of Saint Paul

**GRANT ID:** GR-2020-61866

AMOUNT: \$200,000

**CONTACT:** Sharon Kennedy-Vickers

**PURPOSE:** To support public and civic engagement in the design and execution of the Mayor's Community-First Public Safety Initiative.

CHARITABLE PURPOSE: The most livable city in America.

#### Budget Report Form

Organization Name: Grant Number: Reporting Period From: \_ То \_

Notes: \* Include revenues for **THIS PROJECT ONLY** on this page. \* Cells shaded red signal potential issues with the proposed budget. \* For multi-year revenue, please submit each year on a separate page.

Project Revenues		Knight Foundation F	unds Only			All non-Knight Fur	lds	
	Proposed	Actuals	Variance	%	Proposed	Actuals	Variance	%
contributed Income								
Individual contributions								
Foundation grants	200,000	1 1						
. Federal government support								
. Parent organization support								
. Special events								
In-kind contributions								
Other (specify):								
arned Income								
. Other (specify):								
therIncome								
. Other (specify)								
Total Revenues:	\$ 200,000							

Project Expenses	Knight Foundation Fun	Knight Foundation Funds Only			All non-Knight Funds				
	Proposed	Actuals	Variance	%	Proposed	Actuals	Variance	%	
1. Program salaries and wages (specify):									
2. Administrative salaries and wages (specify):									
	••••••								
3. Consultant/Contract services (specify):									
Data Management	20,000								
Program Development Program Services	30,000 150,000								
Trogramocratocs	100,000								
4. Employee benefits									
5. Adminstrative expenses									
6. Travel 7. Fund raising									
8. Capital expenses					······				
9. Overhead/indirect (specify):									
	••••••				•••••				
10. Other (specify):	••••••				•••••				
Total Expenses:	\$ 200,000								
i out Expenses:	÷ 200,000								