

GRANT AGREEMENT

THIS GRANT AGREEMENT (the “**Agreement**”), is made on January 6, 2026 by and between the City of Saint Paul, Minnesota, a Minnesota municipal corporation and home rule charter city under the laws of the State of Minnesota (“**City**”) and Unity Church of St. Paul d/b/a Unity Church-Unitarian, a Minnesota non-profit corporation created under Minnesota Statutes Section 317A, with a principal place of business at 732 Holly Avenue, Saint Paul, MN 55104 (the “**Donor**”).

WITNESSETH:

WHEREAS, on December 17, 2025, the Saint Paul City Council authorized the City to accept a donation in the amount of **One Hundred Thousand and 00/100 dollars (\$100,000)** from the Donor, to be administered by the City Council of the City of Saint Paul, in consultation with the Saint Paul Recovery Act Community Reparations Commission (the “**Donation**”); and

WHEREAS, City and Donor desire to enter into this Agreement for the purpose of setting forth their respective responsibilities with respect to the Donation.

NOW, THEREFORE, the parties agree as follows:

I. AUTHORIZING RESOLUTION: Saint Paul City Council RES 25-1983, adopted on December 17, 2025, authorizing the Donation contemplated herein.

II. TERM OF AGREEMENT

This Agreement shall take effect after the complete execution of this Agreement and expires on upon the City’s expenditure of the balance of the Donation, unless terminated earlier as provided in this Agreement.

III. THE DONATION

Subject to the terms and conditions of this Agreement, the Donor agrees to make the Donation to the City for the purposes stated in RES 25-1983. In consideration for the Donation, the City agrees to perform all obligations under this Agreement.

IV. DONOR’S REPRESENTATIONS

Donor covenants, represents, warrants, and agrees that Donor is a non-profit corporation operating as a church duly organized under the laws of the State of Minnesota since 1881, is duly authorized to operate in the State, has the power to enter into and execute this Agreement and by appropriate Board of Trustee’s action has authorized the execution and delivery of this Agreement.

Donor warrants that it is unaware of any personal or monetary conflicts of interest from its members. Donor shall obey and comply with all federal, state, and local laws, rules and regulations in connection with the Donation..

V. USE OF DONATION FUNDS

The Saint Paul Recovery Act Community Reparations Commission (hereinafter referred to as the “Commission”) shall propose all disbursements of Donation funds. Eligible uses are limited to those uses approved in RES 25-1983, including the Harm report, community listening sessions, public outreach and education, and items identified in the 2026 Commission Work Plan. The Commission’s recommendations are required to be approved by the Director of City Council Operations and authorized by a resolution from the Saint Paul City Council before donation funds can be disbursed.

VI. DEFAULT

Any one or more of the following shall be considered and constitute an event of default (“Event of Default”) under this Agreement:

Donor or the City fails to observe or perform or breaches any covenant, condition, or agreement under this Agreement, for a period of thirty (30) days after notice to the breaching party by the non-breaching party specifying such default or breach and requesting that it be remedied.

Any representation or warranty made by Donor or the City herein or any document or certificate furnished by one party to the other is proven at any time to be materially incorrect or seriously misleading as of the date made.

VII. REMEDIES

Upon any Event of Default, the non-breaching party may take any one or more of the following remedial steps to the extent permitted by law:

- (1) terminate this Agreement;
- (2) suspend its performance under this Agreement during the continuance of the Event of Default;
- (3) bring any disputes under this Agreement to binding mediation.

VIII. ADDITIONAL PROVISIONS

No Employment Relationship. For the purpose of this Agreement, Donor shall not be deemed an independent contractor, employee or agent of the City of Saint Paul, and the City of Saint Paul shall not be deemed an independent contractor, employee, or agent of the Donor.

Donor’s Limited Remedy. If the City breaches any covenant under this Agreement, the Donor shall give the City thirty (30) days written notice of the alleged breach and requesting the action needed to cure the breach. If the City cannot cure the breach within the thirty (30) day period, the City can obtain two additional (30) day periods to cure, upon request to the Donor. The Donor’s

remedy for an uncured breach of the City after notice and expiration of the cure period above, are located in Section VII above. The Donor has no right to recover consequential, incidental, or any other damages of any kind.

IX. INSURANCE

Donor certifies that it carries a policy of commercial general liability insurance, and all other insurance required by law.

X. AMENDMENT

This Agreement shall not be amended or modified without the prior written approval of the Director of City Council Operations and a person authorized to act on behalf of the Donor. An amendment made to this Agreement in accordance with this Article, which substantially changes the terms or scope of services described herein may require approval of the City Council and/or the signatures of the Mayor or Designee of the Mayor of the City of Saint Paul, the Director or Designee of Office of Financial Services and/or Director of the Department of HREO.

XI. MISCELLANEOUS

Notices. All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to City: Director of City Council Operations
15 West Kellogg Boulevard, Suite 310
Saint Paul, MN 55102

and a copy to: City Council Attorney
15 West Kellogg Boulevard, Suite 400
Saint Paul, MN 55102

or addressed to any such party at such other address as such party shall hereafter furnish by notice to the other parties as above provided.

Binding Effect; Waiver. The provisions of this Agreement shall inure to the benefit of and be binding upon Donor and the City, and their respective successors and assigns. No delay on the

part of the City or Donor in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege constitute such waiver nor exhaust the same, which shall be continuing.

Survival of Warranties. All agreements, representations and warranties made in this Agreement by Donor and the City shall survive termination of this Agreement.

Counterparts, Electronic Signatures. The parties agree that electronic signature of a party to this agreement shall be as valid as an original signature and shall be binding. The parties further agree that any document (including this agreement and any attachments or exhibits hereto) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this agreement. The parties may sign this agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

Entire Agreement. This Agreement contains the entire agreement of the parties hereto on the matters covered herein. No other agreement, statement or promise made by any party or by any employee, officer or agent of any party hereto that is not in writing and signed by all the parties to this Agreement shall be binding.

No Joint Venture. The relationship between the City and Donor is solely that of grantor and grantee and the relationship by and among the City and Donor is not, nor shall it be deemed to create, a partnership or joint venture.

Mediation. All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be referred to non-binding mediation before, and as a condition precedent to, the initiation of any legal action hereof, provided for herein. Each party agrees to participate in up to two hours of mediation. The mediator shall be selected by the parties, or if the parties are unable to agree upon a mediator then any party can request the administrator of the Ramsey County District Court Civil ADR Program and/or similar person, to select a person from its list of qualified neutrals. The mediation shall be attended by employees or agents or each party having authority to settle a dispute. All expenses related to the mediation shall be borne by each party, including without limitation, the costs of any experts or legal counsel. All applicable statutes of limitations and all defenses based on the passage of the time are tolled while the mediation procedures are pending, and for a period of thirty (30) days thereafter.

Governing Law and Venue. All matters whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the parties agree that all legal actions arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, Ramsey County, District Court.

Minnesota Governmental Data Practices Act.

Donor agrees that all data created, collected, received, stored, used, maintained and disseminated by Donor and given to the City that relates to the Donation is subject to the requirements of Chapter 13, Minnesota Statutes (commonly known as the “Minnesota Governmental Data Practices Act”). Donor further agrees that all data created, collected, received, stored, used, maintained and disseminated by the City that relates to the Donation is also subject to the requirements of Chapter 13, Minnesota Statutes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

[signature pages follow]

**UNITY CHURCH OF ST. PAUL D/B/A UNITY
CHURCH-UNITARIAN**

By: 
Marci Hayes (Jan 6, 2026 16:21:41 EST)

Its: Chairperson of Board of Trustees

By: 
Jane Prince (Jan 6, 2026 15:18:20 CST)

Its: Member of Board of Trustees

CITY OF SAINT PAUL

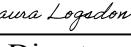
By: 
Its: Mayor or Designee

By: 
Its: Director or Designee, Department of Human Rights and Equal Economic Opportunity

Approved as to form


Dan Stahley (Jan 6, 2026 11:20 CST)

Assistant City Attorney

By: 
Its: Director or Designee, Office of Financial Services of the City of Saint Paul

1.6.2026 Agreement for BOT Approval.010225 (2)

Final Audit Report

2026-01-06

Created:	2026-01-06
By:	Deb Calvert (deb.calvert@ci.stpaul.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAB2R2Uy8K2qx_uT2kQtNHIMZf9B5cvCJy

"1.6.2026 Agreement for BOT Approval.010225 (2)" History

-  Document created by Deb Calvert (deb.calvert@ci.stpaul.mn.us)
2026-01-06 - 4:38:27 PM GMT
-  Document emailed to Marcia Hayes (mshayes1@gmail.com) for signature
2026-01-06 - 4:38:32 PM GMT
-  Document emailed to Jane Prince (janeprince.uuboard@gmail.com) for signature
2026-01-06 - 4:38:32 PM GMT
-  Document emailed to Dan Stahley (dan.stahley@ci.stpaul.mn.us) for signature
2026-01-06 - 4:38:33 PM GMT
-  Document emailed to Laura Logsdon (Laura.Logsdon@ci.stpaul.mn.us) for signature
2026-01-06 - 4:38:33 PM GMT
-  Document emailed to Andrea Ledger (Andrea.ledger@ci.stpaul.mn.us) for signature
2026-01-06 - 4:38:33 PM GMT
-  Document emailed to Kaohly Her (kaohly.her@ci.stpaul.mn.us) for signature
2026-01-06 - 4:38:33 PM GMT
-  Email viewed by Kaohly Her (kaohly.her@ci.stpaul.mn.us)
2026-01-06 - 4:38:52 PM GMT
-  Email viewed by Laura Logsdon (Laura.Logsdon@ci.stpaul.mn.us)
2026-01-06 - 4:42:41 PM GMT
-  Email viewed by Andrea Ledger (Andrea.ledger@ci.stpaul.mn.us)
2026-01-06 - 4:43:06 PM GMT



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-  Document e-signed by Andrea Ledger (Andrea.ledger@ci.stpaul.mn.us)
Signature Date: 2026-01-06 - 4:43:21 PM GMT - Time Source: server
-  Document e-signed by Laura Logsdon (Laura.Logsdon@ci.stpaul.mn.us)
Signature Date: 2026-01-06 - 4:45:08 PM GMT - Time Source: server
-  Email viewed by Dan Stahley (dan.stahley@ci.stpaul.mn.us)
2026-01-06 - 5:40:39 PM GMT
-  Document e-signed by Dan Stahley (dan.stahley@ci.stpaul.mn.us)
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-  Email viewed by Jane Prince (janeprince.uuboard@gmail.com)
2026-01-06 - 9:12:40 PM GMT
-  Document e-signed by Jane Prince (janeprince.uuboard@gmail.com)
Signature Date: 2026-01-06 - 9:18:20 PM GMT - Time Source: server
-  Email viewed by Marcia Hayes (mshayes1@gmail.com)
2026-01-06 - 9:21:02 PM GMT
-  Document e-signed by Marcia Hayes (mshayes1@gmail.com)
Signature Date: 2026-01-06 - 9:21:41 PM GMT - Time Source: server
-  Document e-signed by Kaohly Her (kaohly.her@ci.stpaul.mn.us)
Signature Date: 2026-01-06 - 11:49:42 PM GMT - Time Source: server
-  Agreement completed.
2026-01-06 - 11:49:42 PM GMT



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