



LIVING CITIES

SPRING 2022

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April 1, 2022

Ms. Toni Newborn
Director of Human Resources
Chief Equity Officer
City of Saint Paul – Human Resources
25 West Fourth Street, Suite 200
St. Paul, MN 55102

Re: Grant No. 22-1406- G-1061

Dear Ms. Newborn:

I am pleased to inform you that Living Cities, Inc.: The National Community Development Initiative ("Living Cities") has awarded **City of Saint Paul – Human Resources** ("the Grantee") a grant of **Fifteen Thousand Dollars (\$15,000.00)** (the "Grant") to support the city of Saint Paul's continued participation in the Closing the Gap Network's Year of Reckoning Cohort.

The terms of this grant agreement are outlined below. Your signature at the end of this agreement indicates that you, as an authorized agent of your organization, have read, understood, and agreed to these terms.

Grant Agreement

- (1) Use of Grant:** The Grant is to be used only for the purpose of supporting the Year of Reckoning as the foundational racial equity training and competency building component of a multi-faceted approach to work within cities. Specifically, the funds are to be used to achieve the objectives outlined in the attached Schedule B.
- (2) Grant Period:** The grant period will begin on **April 4, 2022**, and end on **April 3, 2023**. Any funds not used by the end of the grant period toward the purposes of this grant will be returned to Living Cities within 45 days after the end of the grant period.
- (3) Payment of Grant:** The Grant will be paid out in one installment. Living Cities' ability to pay out this grant is dependent on the timely receipt of grant funding from institutional grantors. In the event that Living Cities has not received sufficient or timely funding from these grantors, Living Cities may elect to postpone, reduce, or eliminate this award prior to disbursement.
- (4) Conditions to Disbursement(s) of Grant:** The Grant will be disbursed to the Grantee, upon fulfillment of the following condition:
 - (a)** Upon execution by Living Cities of a signed copy of this agreement, including Schedule C: Grantee Questionnaire. By signing this agreement, you also agree to the requirements of participation set forth in paragraph 5 below.



(5) Requirements for Participation:

- (a) Participation in the Year of Reckoning learning activities, including but not limited to practice sessions, cohort calls, and other touchpoints.
- (b) Support Living Cities in storytelling of the city's racial equity journey; and
- (c) Contribute to the creation of a shared vision for anti-racist governing.

(6) Legal and Tax Requirements: Grantee represents and warrants to Living Cities that:

- (a) Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code (Code) and is not a private foundation within the meaning of Section 509(a) of the Code. Grantee will notify Living Cities immediately of any change to its tax status.
- (b) Grant funds may be expended only for charitable, educational, literary, or scientific purposes as specified in Section 170(c)(2)(B) of the Code.
- (c) No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including but not limited to any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.

(7) Conditions and Other Requirements: During the term of this grant, the Grantee is expected to adhere to the conditions below. Failure to adhere to these conditions will constitute an act of violation and result in the return of part or all of the grant funds to Living Cities. In such a case, Living Cities will determine in its sole and absolute discretion the percentage of the grant to be returned. Cessation or reclamation of grant funding by Living Cities may also result in your organization's elimination from consideration for future grant awards.

During the grant term and beyond as applicable, the Grantee under this agreement agree to the following:

- (a) **Adhere to the uses of the grant summarized in Section (1).** This grant is made only for the purposes stated in this letter. Any grant funds not expended or committed for these purposes within the grant period will be returned to Living Cities. Any prospective changes in the use of this grant totaling over five percent of the total grant amount must be submitted in writing to and approved by Living Cities.

In addition, the Grantee is expected to meet the milestones stated in Schedule B within the timeframe specified therein. Any material changes in the Grantee's milestones or timeline should be reported to Living Cities at the earliest reasonable opportunity. Living Cities will decide in its sole and absolute discretion whether any delays in meeting milestones constitute a violation of the grant terms and conditions.

- (b) **Maintain its tax-exempt status and all authorizations, filings, exemptions, etc. required to perform its duties within and outside this agreement.** The Grantee also agrees to immediately provide any correspondence from the IRS or other related agencies regarding the above.
- (c) **Cooperate in the monitoring and evaluation of its work.** Given Living Cities' learning goals, Living Cities expects its grantees, to cooperate in timely and accurate reporting of program process, outputs, and outcomes.



Living Cities expects to use the following means to track outcomes:

- (i.) Workshop/Convening Attendance: At least two (2) workshops/convenings (either virtually or in-person) will be conducted during the course of the grant period. These workshops/convenings will be used not only to facilitate monitoring of project progress, but also to support other project purposes. Living Cities may also use these engagements to facilitate the education and cross-fertilization of ideas across its own partners and member organizations.

We encourage our grantees to use any such gatherings to their full advantage, leveraging our involvement and engagement for such purposes as convening key stakeholders and enhancing fundraising efforts. In this spirit, we remain open to creative and broader uses of these mechanisms.

- (ii.) End-of-grant-period narrative report: This report must be submitted to Living Cities no more than 60 days after the end of the grant period. It will include: (1) a narrative account of what was accomplished by the expenditure of funds, including progress made towards achieving the goals of the grant; and (2) a financial accounting, which includes a statement by the responsible financial officer of the Grantee certifying the accuracy of the report. Guidelines for the end-of-grant-period report will be sent to the Grantee at least sixty (60) days prior to report date.

Living Cities and its institutional grantors reserve the right to use and publish any information furnished by the Grantee, provided that Living Cities give appropriate credit to you as the provider of this information.

Living Cities reserves the right to audit Grantee's financial and other records to ensure the proper utilization of its grant funds. During and at least three years following the end of the grant term, the Grantee will be expected to maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of Living Cities grant funds.

- (d) Adhere to the following prohibitions on the use of the Grant.** Under no circumstances the Grantee receiving Living Cities' grant funds use these funds directly or indirectly for the following purposes or activities:

- (i.) Make a grant to any individual for travel, study, or other similar purpose, as described in Section 4945(d)(3) of the Code.
- (ii.) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-grants to any entity that engages in these activities.
- (iii.) Influence the outcome of any specific public election, participate in, or intervene in, including by the publishing or distribution of any statements, any political campaign on behalf of or in opposition to any candidate for public office.
- (iv.) Influence legislation, including by the publishing or distribution of any statements, or any campaign in support of or opposition to pending legislation; and
- (v.) Any other purposes outside your proposal without express written permission from Living Cities.

- (e) Represent faithfully and coordinate with Living Cities in reports and communications.** Living Cities hopes and anticipates that the Grantee will leverage recognition by Living Cities in your communications and public relations. In doing so, Living Cities expects the



Grantee to represent Living Cities fairly and faithfully in all reports, press releases, speeches, and other media. All materials describing the Grantee's efforts, particularly those that mention Living Cities, should be sent to Living Cities prior to publication. Whenever possible, major communications plans should be coordinated with Living Cities in advance. Copies of any reports, evaluations or other communications supported by Living Cities' grant funds should be sent prior to publication to:

Name: Christelle Prophete, Senior Associate
 Email: cprophete@livingcities.org
 Phone: (646) 442-2214

Conversely, receipt of this grant provides Living Cities license to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, Living Cities will share these materials with the Grantee prior to publication. The Grantee and its sub-grantees, if any, will be expected to cooperate in any public education or outreach effort undertaken in connection with this grant, which may include efforts to attract additional resources to the Grantee or others doing similar work.

- (8) Notice:** Any notice under this Agreement shall be in writing and shall be deemed delivered upon Grantees receipt of notice at the address or facsimile hereunder. Living Cities' Principal Contact regarding this grant will be:

Name: Christelle Prophete, Senior Associate
 Email: cprophete@livingcities.org
 Phone: (646) 442-2214

For Inquiries on Grant Administration notify:

Name: Joan F. Springs, Senior Associate Grants & Contracts
 Email: jsprings@livingcities.org
 Phone: (646) 442-2231

For inquiries on payment & invoices, in addition to the principal contact, notify:

Email: accounting@livingcities.org

- (9) No Right of Assignment or Delegation:** The Grantee may not assign or otherwise transfer its rights, or delegate any of its obligations, under this agreement.

- (10) Compliance with Anti-Discrimination Rules:** In its use of grant funds provided by Living Cities, and in the course of all development, marketing and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules, and regulations.

- (11) Governing Law:** This Grant Agreement is governed by, and will be construed in accordance with, the laws of the State of New York.

- (12) Amendment of Term of Grant:** Living Cities shall consider but is not obligated to agree to requests by the Grantee to make modifications to the terms of the Grant. Amendments to the Grant shall be made only after (i) Living Cities' Chief Operating Officer has received a written request from the Grantee stating the nature of the amendment requested, and (ii) an authorized officer of Living Cities has executed a written agreement describing the terms of the amendment.



(13) Countersignature Required. If this agreement correctly sets forth your organization's understanding of the terms and conditions of the grant, please sign and date in the space provided below, complete/attach Schedule A: Project Budget, Schedule B: Project Workplan and/or Schedule C: Grantee Questionnaire and return to Joan Springs, Administrator of the Grant at jsprings@livingcities.org.

If a signed Grant Agreement is not received within 45 days from the date of this letter, this Grant is subject to cancellation by Living Cities.

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Congratulations on receiving this award.

DocuSigned by:

Joe Scantlebury

Joe Scantlebury
President and CEO
Living Cities, Inc.: The National
Community Development Initiative

Date: 5/6/2022

DocuSigned by:

Toni Newborn

Toni Newborn
Director of Human Resources/
Chief Equity Officer
City of Saint Paul – Human Resources

Date: 4/28/2022



Schedule A: PROJECT BUDGET

CLOSING THE GAPS NETWORK: YEAR OF RECKONING COHORT

Flexible Grant:

External Consultant expenses	
Example: Consultant fees	
<i>(add/delete rows as appropriate)</i>	
Technology expenses	
Example: Web platform	
<i>(add/delete rows as appropriate)</i>	
Communication expenses	
Example: Public awareness campaign	
<i>(add/delete rows as appropriate)</i>	
Other expenses	
Example: Miscellaneous expenses	
<i>(add/delete rows as appropriate)</i>	
GRAND TOTAL	\$10,000.00

Healing Justice Grant

External Consultant expenses	
Example: Consultant fees	
<i>(add/delete rows as appropriate)</i>	
Technology expenses	
Example: Web platform	
<i>(add/delete rows as appropriate)</i>	
Communication expenses	
Example: Public awareness campaign	
<i>(add/delete rows as appropriate)</i>	
Other expenses	
Example: Miscellaneous expenses	
<i>(add/delete rows as appropriate)</i>	
GRAND TOTAL	\$5,000.00



Schedule B: PROJECT WORKPLAN

As the City of Saint Paul continues their participation in the Closing the Gap Network's Year of Reckoning cohort the team will be building on the foundational trainings and workshops experienced during the cohorts first year.

The team will coordinate Racial Equity Trainings and Competency-Building activities to include, but not be limited to:

- Engagement of trained experts in Racial Equity
- Participate in planning/design sessions
- Convene City stakeholders to participate in equity and competency-building
- Joint facilitation of workshops/trainings

Additionally, as a part of this grant, the team will design a Healing Justice Practice, to include but not be limited to:

- Deployment of meditation programs
- Engagement of emotional support practitioners
- Coaching and learning circles



Schedule C – GRANTEE QUESTIONNAIRE

Please complete this form in its entirety and return it to us for Grant Disbursement.

Organization Name: City of Saint Paul

Grant #: 22-1406-G-1061

Tax ID Number (Required): 41-6005521

Program Contact Name: Clare Verbeten

Phone: 651-266-6498

Email: clare.verbeten@ci.stpaul.mn.us

Fiscal Contact Name: Toni Newborn

Phone: 651-266-6394

Email: toni.newborn@ci.stpaul.mn.us

Tax-Exempt Classification under the Internal Revenue Service:

- ☒ Government Unit
- ☐ School or University
 - If checked, submit IRS Letter of exemption and classification
- ☐ Other Section 501(c) (3) entity
 - If checked, submit IRS Letter of exemption and classification
- ☐ Other Tax-exempt Entity
- ☐ Not a Tax-exempt entity
 - ☐ Your Organization is planning to, but has not applied for tax exempt status
 - ☐ If your organization has applied for status as a 501 © (3), please submit a copy of the 1023 Form submitted to the IRS

Payment Information:

Grantee's Preferred Payment Method: ☐ Check or ☒ ACH / Electronic Transfer

Payee/Beneficiary: _____

Address _____

City / State / Zip _____

Phone: _____

Email: _____

Attention: _____

If ACH/Electronic Transfer, Receiving Bank Information

Bank Name: U.S. Bank N.A

Bank Address 800 Nicollet Mall

City / State / Zip Minneapolis, MN, 55402

ABA/Routing Number: 091000022

Account Number: 180111054532

Additional Instructions: Name of Account: City of Saint Paul General Account

Name, Signature and Toni D. Newborn

Director of Human Resources/Chief Equity Officer

Title of the person who completed this form:

Name

Title

DocuSigned by:

Toni Newborn
Signature

4/28/2022

Date