

FISCAL SPONSOR AGREEMENT

This Agreement is between City of Saint Paul, Police Department ("Fiscal Sponsor") and Survivor Resources ("Sponsored Organization").

The Sponsor: The Fiscal Sponsor, the City of Saint Paul, is a municipal corporation under the laws of the State of Minnesota, acting through its subsidiary entity, the Saint Paul Police Department ("SPPD," or the "Department"). The Department has been a partner with Survivor Resources since its inception and is represented on its board of directors.

The Sponsored Organization: The Sponsored Organization, Survivor Resources, Federal ID # 41-1894708, IEI# TMFRBZQUAK63 is an organization that builds and inspires hope, healing, and wholeness after a homicide, suicide, accident, or overdose death and has applied for reinstatement to the Internal Revenue Service for recognition of exemption as an organization described in Section 501(c)(3) of the Code. The Sponsored Organization's programs and activities fall within the Fiscal Sponsor's stated mission.

The Agreement: The Fiscal Sponsor agrees to receive grant distributions for the benefit and use of the Sponsored Organization ("Donations").

By entering into this Agreement, the Fiscal Sponsor and the Sponsored Organization (referred to collectively as the "Parties" and each as a "Party") agree to the following terms and conditions:

- 1. Receipt and Distribution of Donations:** The Fiscal Sponsor agrees to receive Donations from the grant, and to distribute the Donations to the Sponsored Organization pursuant to a determination by the Fiscal Sponsor. In making distributions to the Sponsored Organization, the Fiscal Sponsor shall retain oversight authority to ensure that the Donations distributed by the Fiscal Sponsor to the Sponsored Organization.
- 2. Protection of Tax-Exempt Status:** The Sponsored Organization agrees not to use the Donations in any way that would jeopardize its own tax-exempt status. Sponsored Organization agrees to immediately comply with any written request by the Fiscal Sponsor.
- 3. Use of Donations:** The Sponsored Organization agrees to use any and all Donations received from the Fiscal Sponsor solely for legitimate expenses of the Sponsored Organization and as directed by the grantor of the donation with compliance of any and all terms and conditions of the grant award.
- 4. Lobbying:** Donations shall not be used in any attempt to influence legislation through lobbying within the meaning of Internal Revenue Code (IRC) Section 501(c)(3). No agreement, oral or written, to that effect has been made between the Sponsored Organization and the Fiscal Sponsor. The Sponsored Organization shall not participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.
- 5. Financial Accounting and Reporting:** The Fiscal Sponsor shall maintain books and financial records in accordance with generally accepted accounting principles. The Fiscal Sponsor shall maintain an accounting showing all the Donations collected and all disbursements of the Donations made. The Sponsor shall provide a copy of such accounting to the Sponsored Organization on a monthly basis and within a reasonable time upon request. The Sponsored Organization shall be responsible for fully accounting for Donations on the Fiscal Sponsor's annual Form 990 returns and shall issue Forms 1099 to the Sponsored Organization as and when required by law.

The Sponsored Organization will complete the Grant Financial Status Report (FSR) and Quarterly reports in the State's Grants Management System. The Fiscal Sponsor shall review all reports, approve, and submit on the Grants Management System.

6. **Tax Liability:** The Sponsored Organization shall maintain full liability and responsibility for its tax and information returns, employment taxes, insurance, debts, liabilities and other legal obligations as required by law.
7. **Fiscal Sponsorship Fee to the Sponsor:** The Sponsored Organization agrees that, in exchange for the administrative cost of financial accounting and other support provided by the Fiscal Sponsor, the Fiscal Sponsor shall retain an administrative fee of 5%, (five) percent of the total Grant Donations received. The Fiscal Sponsor may be reimbursed for any increase in its out-of-pocket costs attributable to the performance of its fiscal sponsor services on the Sponsored Organization's behalf (e.g., increased audit costs for an audit of funds). The Parties agree that all such payments are a reasonable approximation of the Fiscal Sponsor's costs incurred in performing its fiscal sponsor services.
8. **Term of Agreement:** This Agreement shall be in effect for the period of one year beginning January 1, 2027, to December 31, 2027.
9. **Termination:** Either Party may terminate this Agreement for any reason by providing 30 days' written notice to the other Party.
10. **Limitation of Liability:** None of the Parties will be liable to any or all other Parties for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation damages for lost profits, advantage, savings or revenues or for increased cost of operations arising in connection with this Agreement in any way. This limitation of liability will apply (i) regardless of the form of action, whether in contract, warranty, strict liability, tort (including, without limitation, negligence of any kind, whether active or passive) or otherwise, and (ii) whether or not damages were foreseeable.
11. **Insurance:** Each Party expressly understands and agrees that it will obtain new, or maintain existing, appropriate insurance protection for the actions anticipated by the Agreement.
12. **Intellectual Property:** The Parties acknowledge that the Fiscal Sponsor will own any and all right, title and interest in and to the following intellectual property created or resulting from the Agreement including, without limitation: (a) any and all data created by a the Sponsored Organization; (b) inventions, improvements, developments or innovations resulting or derived from that are made, conceived or devised in connection with the Agreement, including all rights to patents, copyrights, trademarks and trade secrets related thereto; (c) all research, preliminary drafts, final documentation, and all other property and materials which are produced by any of the Parties. Upon termination of this Agreement, the Fiscal Sponsor shall assign its rights in the intellectual property created by the Sponsored Organization back to the Sponsored Organization or to the Sponsored Organization's new fiscal sponsor, if the Sponsored Organization is not a legal entity of its own.
13. **Confidentiality:** The Parties acknowledge and agree that any and all conversations, email exchanges, and other communications they conduct amongst and between each other in connection with are confidential.
14. **Entire Agreement:** This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the Parties with

respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by the Parties to this Agreement.

By signing below, the Parties hereby execute this Agreement according to its terms, and the individuals signing on behalf of the Fiscal Sponsor and the Sponsored Organization, by signing this Agreement, certify that they are legally empowered and authorized to do so on behalf of the Fiscal Sponsor and the Sponsored Organization, respectively.

Name:	Date:	Name:	Date:
Title:		Title: Executive Director	
[Fiscal Sponsor Name]		Survivor Resources	