

November 27, 2023

Rob Mattei
Grand Rapids Economic Dev. Authority
420 N Pokegama Ave
Grand Rapids, MN 55744

RE: G-2023-14469

Dear Rob:

I am pleased to inform you that the Blandin Foundation approved a grant of \$55,000 to Grand Rapids Economic Dev. Authority to explore the formation and structure of a new organization focused on maintaining a vibrant and well-activated downtown Grand Rapids in Itasca County, Minnesota.

Please review this Grant Agreement for the specific terms and/or conditions of this grant. If you agree, please follow the instructions provided to electronically sign your Grant Agreement and submit to the Blandin Foundation. A copy will automatically be sent to you after signing. Please retain a copy of the Grant Agreement for your files. If you have questions about any part of this agreement, feel free to contact me or anyone else on our grants team at 218-326-0523.

The release of grant funds, in accordance with the schedule stated in the agreement, is contingent on the timely return of this signed Grant Agreement. This document should be returned to the Blandin Foundation within 30 days of the date specified on the Grant Agreement.

You will notice that the date of October 01, 2024 is inserted in the Grant Agreement for you to submit a report about the outcomes of this grant. Please let me know if this date is reasonable given other commitments you may have at that time. In addition to our interest in your work, reporting is important for the Foundation's annual audit and we appreciate your help with this portion of fulfilling the conditions of the grant.

On behalf of the Board of Trustees of the Blandin Foundation, I would like to congratulate you on receiving this award. We are pleased to be a part of this effort and look forward to hearing from you as progress is made towards achieving your goals.

Sincerely,

DocuSigned by:

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Mary Magnuson
Program Officer

c: File

**Blandin Foundation
Grant Agreement**

This Agreement, made and executed this 27th day of November 2023, by and between the Blandin Foundation (hereinafter referred to as “Foundation”) and Grand Rapids Economic Dev. Authority (hereinafter referred to as “Grantee”).

The Foundation agrees to make the following grant, and Grantee agrees to accept such grant, in accordance with the terms and provisions hereinafter set forth.

- I. PURPOSE AND TERMS OF THE GRANT.** The grant shall be used solely for the purposes described in the grant application submitted by Grantee, including administrative expenses necessary thereto. Except as otherwise approved in writing by the Foundation, Grantee shall perform its obligations under this Agreement. **This document must be completed and returned to the Foundation before grant funds are disbursed.**
- II. GRANT AMOUNT AND PERIOD.** The maximum amount the Foundation will disburse under this Agreement is \$55,000. Grantee shall perform this grant for the period 11/1/2023 - 8/31/2024. Disbursements under the grant are subject to compliance with the conditions of this Agreement.
- III. USE OF GRANT FUNDS.** The grant (and all income earned upon investment of the grant, hereinafter together referred to as the “grant funds”) shall be used exclusively for the purposes specified herein and approved by the Foundation, unless otherwise approved by the Foundation in writing. The following conditions apply:
- (A) Grantee has ratified and affirmed that it is an organization that is both exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or a unit of government and classified as a *nonprivate* foundation under Sections 509(a)(1), (2) or (3) of the Code.
 - (B) Grantee will utilize the grant funds only for charitable and/or educational activities consistent with its tax-exempt or government status described above.
 - (C) Grantee agrees that it will not intervene in any campaign for elective public office, or support or oppose any political party, by expenditure of any resource (including volunteered labor) or in any other way. Grantee also agrees that it will not undertake propaganda or attempt to influence legislation outside the limits of Section 501(c)(3) of the Code or more specifically, if applicable, Sections 501(h) and 4911 of the Code.
 - (D) The grant has not been earmarked to support or carry on any lobbying. If the grant is restricted to a specific project, grantee has submitted a budget for the entire project’s operation and affirms that the project’s budget accurately reflects Grantee’s intentions to expend at least the amount of this grant on the non-lobbying portion of the project.

- (E) Grantee agrees that the grant shall not be used to, except as otherwise provided in Section 4941(d)(2) of the Code and the regulations thereunder, make any direct or indirect transfer to, or use by or for the benefit of a disqualified person (as defined in Section 4946(a)(1) of the Code), including the payment of compensation, with respect to the Foundation.
- (F) Grantee will inform the Foundation immediately of any change in, or IRS proposal to revoke (whether or not appealed), its tax-exempt status or its *nonprivate* foundation classification.
- (G) This grant is not earmarked for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses intentions to remit expenditures to third parties. Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with this Agreement's terms and conditions.

IV. GRANT APPLICATION. The Foundation has relied on the information, representations and statements in the grant application submitted by the Grantee via the Foundation's online grant website. As such, Grantee represents and warrants that all information, representations and statements contained in its grant application are true, complete and correct in all material respects.

Furthermore, Grantee represents and warrants that it has received and reviewed certain governing policies of the Foundation, including without limitation the anti-discrimination policy. Grantee also represents and warrants that it does not engage in, nor shall it engage in, any activities that violate, or will violate, such governing policies of the Foundation, including without limitation, the anti-discrimination policy.

V. DISBURSEMENT OF GRANT FUNDS. The Foundation shall disburse grant funds as follows, provided that the Foundation reserves the right to delay or withhold a scheduled disbursement if progress or reporting on the project is not satisfactory or the project requires less funding than originally budgeted, as determined in accordance with the interim report(s) and final report submitted by Grantee in accordance with Section VI. Satisfactory progress will be determined at the sole discretion of the Foundation, and will be assessed as progress toward stated goals within the project timeline and receipt of timely progress and financial reports. Unsatisfactory progress will be communicated to the Grantee and a plan for addressing any deficiencies in progress will be negotiated between the Foundation and the Grantee.

Upon receipt of the signed Agreement, this grant will be scheduled to be paid out on or about:

December 14, 2023 \$55,000

Grant funds will be transferred electronically. Grantee agrees to complete a Request for Wire Transfer of Funds form provided by the Foundation with the transmittal of this Agreement.

Grantee will be requested to return any unexpended grant funds to the Foundation at the close of the grant period, unless other arrangements have been made with the Foundation.

VI. REPORTING REQUIREMENTS - MAINTENANCE OF RECORDS. The Foundation will evaluate the success of the Grantee's activities on the basis of the goals that were outlined in the grant application and on a number of specific indicators the Foundation is tracking on its grants. We understand the general goals of the grant to be:

- Recruit and select an Advisory Committee representing a diversity of Downtown private and public stakeholders.
- Lead the Advisory Committee through an informative process that arrives at consensus and develops a framework for a focused and financially sustainable Downtown organization.

Grantee shall provide to the Foundation reports relating to this grant pursuant to guidelines and formats in effect at the time the report is due (these reporting requirements and formats may be changed from time to time by the Foundation at its discretion). To assist you in your evaluation work and reports to the Foundation on the progress that is being made on the grant's goals and overall to the end of accomplishing the grant's purposes, please refer to the instructions for completion of the Narrative and Grant Revenue and Expense Worksheet. A copy of these instructions, and the worksheet, can be accessed on our website at <http://grants.blandinfoundation.org/report-forms/> The schedule upon which reports will be due is as follows:

Final Report: October 01, 2024

Documentation. The Grantee agrees to maintain records consistent with generally accepted accounting principles to account for the funds received under this grant and to identify how they have been expended. Grantee agrees to maintain documentation of expenditures and activities at its own expense and at its own offices for a period of no less than six years after the expiration of the grant period. Grantee agrees to make records of such documentation available to the Foundation at reasonable times upon the Foundation's request.

Audit. If the Grantee has an independent opinion provided on its financial statements (i.e., an "audit") for any period in which it has received grant funds or made disbursements therefrom, Grantee agrees to provide a copy of those audited financial statements within two weeks of the acceptance of the audit by the Grantee's Board of Directors.

VII. PUBLICITY. To help the public gain awareness, both of this project and the Foundation's work, we request that you recognize the Foundation's contribution, where appropriate, on signage, brochures, web site or publicity you generate about your project. Please contact the Foundation's communications staff at 218-326-0523 for questions about developing public awareness of your grant or to obtain logos as you may need them.

In addition, the Foundation regularly communicates with its many stakeholders and audiences about its grant activities. As part of this effort, Foundation staff may wish to obtain additional information about and/or photograph/videotape various aspects of your

project for use in Foundation communications tools. These may include the Foundation Web site, public reports including the annual report, news releases, brochures or other printed materials and board tours. Foundation staff would contact and coordinate with the key contact listed on the grant application to make arrangements.

- VIII. WITHHOLDING OF FUNDS - TERMINATION.** This Agreement may be terminated at any time by either party in writing. Any use by the Grantee of the grant proceeds for any purpose other than as specified herein will terminate the Foundation's obligation to make further payments under this Agreement. In addition, the Foundation may, at its sole option, terminate this Agreement at any time if:
- (A) Grantee receives notice of any proposed revocation of Grantee's tax-exempt status or reclassification to other than *nonprivate* foundation status by the Internal Revenue Service or if Grantee loses status as an organization in good standing with any State authority.
 - (B) In the Foundation's judgment, Grantee becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of accomplishing the purposes of the grant, or fails to comply with conditions in this Agreement.
 - (C) The Foundation reserves the right as to any moneys not yet paid under this Agreement, to withhold payment if the Grantee fails to submit to it any report or reports required hereunder. Said withheld payment or payments may be later released, but only at the discretion of the Foundation. Upon final termination of this Agreement, the Grantee shall promptly, upon the request of the Foundation, repay to the Foundation all expected grant funds, and the Grantee shall not be entitled to any further funds under this grant.
- IX. NON-WAIVER BY CONDUCT.** The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the parties.
- X. LIABILITY AND INDEMNITY.** The Foundation does not assume any liability or responsibility for the actions of the Grantee in carrying out the purposes of the grant. Grantee shall defend, indemnify and hold harmless the Foundation and the Foundation's directors, officers, employees, affiliates, agents, successors, and assigns from any and all liability, losses, damages, claims, demands, actions, causes of actions, attorney's fees, cost, expenses of whatever nature arising directly or indirectly from, or relating to this Agreement.
- XI. GOVERNING LAW AND VENUE; ENTIRE AGREEMENT.** This Agreement and any executed amendments hereto shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in a court of competent jurisdiction in Itasca County. This Agreement, with any executed

amendments, constitutes the entire agreement between the parties with regard to the matters set forth herein.

- XII. COPYRIGHTS, PATENTS AND PROPERTY RIGHTS.** If it is anticipated that intellectual property issues will result from this grant, specific understandings should be negotiated as part of this Agreement. Unless otherwise agreed, intellectual property rights resulting from the grant may be copyrighted by grantee subject to the right of first refusal to copyright such materials by the Foundation. In regard to personal and real property acquired with grant proceeds, it is expected that in the event of a grantee ceasing to use such property for the purposes outlined in this Agreement, that such property or the proceeds from sale or lease of said property be directed to a consistent charitable purpose in the same geographic area.
- XIII. AUTHORIZATION OF GRANTEE.** The Grantee warrants and represents that (i) it is authorized to enter into and legally is able to perform all obligations imposed on and entered in this Agreement and (ii) this Agreement shall bind any of its successors or assigns.
- XIV. AMENDMENT.** This Agreement may not be modified or amended except by written instrument signed by both parties to this Agreement.

GRAND RAPIDS ECONOMIC DEV. AUTHORITY

BLANDIN FOUNDATION

DocuSigned by:


 Signature of Officer

DocuSigned by:


 Mary Magnuson, Program Officer

Director of Community Development

 Title