

**PARTNERSHIP AND GRANT AGREEMENT**  
**(Central Village Park Concept Plan and Vision)**

**THIS PARTNERSHIP AND REGRANT AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of December 2021 by and between **The Trust for Public Land**, a California nonprofit corporation (“TPL”) with its principal place of business at 101 Montgomery Street, San Francisco, CA 94104, and a Minnesota office at 2610 University Ave. W, Suite 300, Saint Paul, MN 55114, and the **City of Saint Paul** (“City”) acting through its Department of Parks and Recreation.

WHEREAS, Central Village Park is a 7-acre park and trail system bounded by Aurora Avenue, Western Avenue, Central Ave, and Dale Street and owned, managed and maintained by the City of St. Paul;

WHEREAS, the mission of TPL is to create parks and protect land for people, ensuring healthy, livable communities for generations to come; and

WHEREAS, the City and TPL are partnering, along with Springboard for the Arts and other community partners, to improve Central Village Park in part through the development of a new park master plan that will address, among other community-identified priorities, site improvements, proper maintenance, active and engaging programming, safety, and community stewardship. This Agreement focuses on the community engagement to be undertaken primarily by TPL and Springboard for the Arts and the initial concept plan and visioning activities to be undertaken primarily by the City (“project”).

THEREFORE, the City and TPL (collectively the “Parties”) agree to the following:

1. Description of Activities. The Parties agree to undertake activities to support the development of a Central Village Park master - as further detailed in the Tasks, Roles and Responsibilities at **Exhibit A**, which is incorporated into and made a part of this Agreement, and the Timeline at **Exhibit B**, which is incorporated into and made a part of this Agreement. Each party understands that it bears and holds certain responsibilities and duties to ensure the success of the project. Activities to be undertaken pursuant to this Agreement include:
  - Co-development of engagement and communications plan to guide community outreach, education, and engagement in the development of the park master plan, including a project webpage to be created and hosted by the City;
  - Facilitation of park work group or ‘champions group’ to guide formal park concept and master planning process;
  - Gathering community data and background information;
  - Developing a mission, vision, goals, and objectives for the park master plan;
  - Supporting the activities of the artist organizer, housed at Springboard for the Arts, that will focus on building community connections and identifying community priorities through art programs, projects, and activities; and
  - Drafting a concept plan outlining potential park improvements to be included in the master plan.

Future activities to be formalized in subsequent agreements will include:

- Continued support of the park champions group, engagement activities, and the work of the artist organizer;
- Creating a park master plan through an iterative, community-centered process in which the concept plan is developed and further refined through community input;
- Development of a capital improvement and programming budget;
- Incorporation of, at a minimum, community identified priorities such as site history, maintenance, programming, accessibility, stewardship, and safety into the final park plan document; and

- Exploration of strategies to implement the park master plan.
2. Project Vision and Goals. Through a community-driven process for park renovations and activation, the project vision is to ensure a Central Village Park that is a space that is safe and welcoming to all. Specific goals include the following:
    - Foster community connections
    - Facilitate resident-driven conversations surrounding the park's future
    - Activate the space
    - Celebrate the community's rich diversity
    - Adopt a plan for the future of the park
    - Make site improvements to address safety and livability
    - Maintain and steward the park space
  3. Core Commitments. In undertaking this project, the City and TPL commit to the following:
    - Listen to community and follow their lead, investing in their ideas, and advocating for their vision
    - Value community as the experts that they are
    - Share resources with partners and invest in neighborhood champions to engage community in authentic ways; value and honor time, voice, and energy; and increase the diversity and equity of project team
    - Go deep and work as a team in partnership with community over many years to achieve community's vision for Central Village Park
    - Develop trusted partnerships with community-based organizations and residents
    - Value diverse voices, especially elders, youth, and immigrants
    - Collaborate and share in success.
  4. Term. The term of this Agreement shall commence upon execution of this Agreement by all Parties, and shall continue through July 31, 2022, unless the Agreement is terminated or extended in accordance with the provisions of this Agreement.
  5. Grant Amount. TPL shall grant to the City the sum of \$25,000 to support city staff time for the Central Village Park project. Funds are to be disbursed upon execution of this Agreement and receipt of an invoice from the City to TPL. Payment shall be made by check, and the check shall be sent to the following address:

**[INSERT ADDRESS FOR CHECK]**
  6. Conflict of Interest. During the term of this Agreement, the Parties agree not to undertake any responsibilities or engage in activities which may conflict with or be detrimental to the success of this Agreement. Further, the Parties shall disclose to one another any situation which may reasonably present a conflict of interest and shall mutually and in good faith attempt to resolve any apparent or perceived conflict of interest. If the conflict cannot be resolved between the Parties, any one party may terminate this Agreement effective on the day notice is sent.
  7. Disclaimer of Liability. Each party assumes no responsibility or liability for the actions of the other Party in implementing its roles and responsibilities pursuant to this Agreement. Each party shall be responsible for its acts and omissions, and the acts and omissions of its employees, officers, and directors, to the extent allowed by law.

8. **Independent Status.** The Parties are independent entities and nothing in this Agreement is intended or shall be deemed to create an association, partnership, joint venture, agency or employer and employee relationship between the Parties.
9. **Termination.** If either party fails to comply with any term or condition in this Agreement, the other party may terminate this Agreement after giving written notice to the other party and permitting it fourteen (14) days to cure any deficiencies. In event of a termination, the City will return all unspent funds to TPL.
10. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties concerning the Central Village Park project and supersedes all prior or contemporaneous communications and negotiations, both oral and written relating to schoolyard project. No party can assign, transfer or sublicense its rights under this Agreement nor any right granted herein. This Agreement may be modified, amended, or extended only by written agreement by the Parties.
11. **Counterparts.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
12. **Electronic Signatures/Multiple Originals.** The parties agree that the electronic signature of a party to the Agreement shall be valid as an original signature of such party and shall be effective to bind such party to this Lease. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) 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 an 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. This Agreement may be executed in multiple originals, which shall be deemed to be one document.

**IN WITNESS WHEREON,** the City of St. Paul and TPL have caused this Partnership and Grant Agreement to be made as of the day and year first written above.

By: \_\_\_\_\_  
Susan Schmidt, MN State Director

Date: \_\_\_\_\_

**THE CITY OF SAINT PAUL**

**THE TRUST FOR PUBLIC LAND**

By: \_\_\_\_\_  
Mayor, or his designee

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director, Parks and Recreation

Date: \_\_\_\_\_

By: \_\_\_\_\_

Director, Office of Financial Services

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Assistant City Attorney

**EXHIBIT A**  
**Tasks, Roles and Responsibilities**

*[Attach]*

**EXHIBIT B**  
**Timeline**

*[Attach]*