

BE ACTIVE! BE GREEN! RECYCLING BENCH PROGRAM PROJECT CONTRACT

This project contract ("Project Contract II") is between the County of Ramsey, through the St. Paul - Ramsey County Public Health Department ("County") and the City of Saint Paul ("Grantee").

WHEREAS, in 2009 the County and the Grantee executed a Project Contract ("Project Contract I") under the County's Active Living Ramsey County 1,000 Benches Program which laid out the roles and responsibilities of the parties for the provision, payment, and installation of 12 benches in Lilydale Park in the City of Saint Paul; and

WHEREAS, the term of Project Contract I expired before all contractual obligations could be fulfilled; and

WHEREAS, the parties wish to execute a second project contract to complete the Lilydale Park project under modified terms and conditions under the County's Be Active! Be Green! Recycling Bench Program to support and promote the Active Living Ramsey Communities Initiative;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES THAT:

I. COUNTY'S DUTIES

Upon receipt of the documentation described in Section II. herein for the purchase and installation by the Grantee of the benches and pavers as described in the provisions of Project Contract I, attached hereto and made a part of this Agreement as **Attachment A**, as amended by the provisions of the updated Brickyard Trail Bench Location Map and Paver Location Agreement for Lilydale Park dated December 9, 2011, attached hereto and made a part of this Agreement as **Attachment B**, and as further amended by this Agreement, the County shall reimburse the Grantee the cost paid by the Grantee for the purchase and installation of twelve benches, up to \$600 per bench.

II. GRANTEE'S DUTIES

- a. The Grantee shall be responsible for the purchase and installation of 10 benches in Lilydale Park and 2 benches at Dunedin high rise in the City of St. Paul in the locations identified in, and according to the provisions of Attachment A, except as modified by Attachment B.

- b. The Grantee shall be responsible for the purchase and installation of one paver for each bench in accordance with the provisions of **Attachments A and B**.
- c. Each bench in the bench network shall incorporate the acknowledgment and messages in accordance with the provisions of **Attachment B**.
- d. Any deviations from the construction specifications included in **Attachment A**, including the size of concrete pads, shall first be submitted to the County for approval prior to installation.
- e. The Grantee shall submit documentation acceptable to the County evidencing the purchase and installation of 12 benches and 12 pavers pursuant to the provisions of **Attachments A and B**, no later than September 30, 2012.
- f. The Grantee agrees that facilities funded under this Project Contract II will be maintained in a safe usable condition for a minimum of 20 years from the date of project completion.
- g. The Grantee agrees that facilities funded under this Project Contract II will be available for use by all people regardless of race, gender, economic background or national origin.

III. TERM OF CONTRACT

This Project Contract II shall be effective upon execution by both parties and shall remain in effect through December 31, 2013, or until all obligations set forth in this Project Contract II have been satisfactorily fulfilled, whichever occurs first.

IV. CANCELLATION

- a. The County or the Grantee may cancel this Project Contract II without cause upon thirty (30) days written notice to the other party. In the event of such a cancellation, the County shall pay the Grantee the amount determined by the County, in the good faith exercise of its discretion, that represents the percentage project completion by the Grantee in accordance with the provisions of this Project Contract II. Such determination is not subject to appeal by the Grantee.
- b. The County may cancel this Project Contract II for cause immediately if the County finds that there has been a substantial failure on the part of

the Grantee to comply with the provisions of this Project Contract II, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. Upon such cancellation, the obligation of the County to reimburse the Grantee for any costs incurred by the Grantee under this Project Contract II, including **Attachments A and B**, shall immediately terminate and the Grantee shall have no right of recovery or recourse against the County.

V. COUNTY'S AUTHORIZED REPRESENTATIVE

- a. The County's authorized representative for purposes of administration of this Project Contract II is Connie Bernardy, Active Living Ramsey Communities! Coalition Director. Such representative shall have final authority for acceptance of the documentation submitted by the Grantee pursuant to Section II. herein.
- b. The Grantee's authorized representative for purposes of administration of this Project Contract II is Alice Messer, Landscape Architect, City of St. Paul, 5 West 4th Street, Room 400, St. Paul, MN 55102. The Grantee's authorized representative shall have full authority to represent the Grantee in its fulfillment of the terms, conditions and requirements of this Project Contract II.

VI. ASSIGNMENT

The Grantee shall neither assign nor transfer any rights or obligations under this Project Contract II without the prior written consent of the County.

VII. AMENDMENTS

Any amendments to this Project Contract II shall be in writing, and shall be executed by the same parties who executed the original Project Contract II, or their successors in office.

VIII. INDEMNITY

The Grantee shall defend and indemnify the County, its officers, agents, and employees from all claims and causes of actions relating to or arising from the Grantee's land acquisition, construction, development, or public use of the benches and pavers installed pursuant to this Project Contract II. This provision shall survive any termination of this Project Contract II.

IX. DATA PRACTICES ACT

All data collected, created, received, maintained or disseminated for any purpose in the course of the Grantee's performance under this Project Contract II is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

X. WASTE REDUCTION

The Grantee shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this grant contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

XI. SETOFF

Notwithstanding any provision of this grant contract to the contrary, the Grantee shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Project Contract II by the Grantee. The County may withhold any payment to the Grantee for the purpose of setoff until such time as the exact amount of damages due the County from the Grantee is determined.

XII. EQUAL EMPLOYMENT OPPORTUNITY

The Grantee agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law or requested by the County, the Grantee shall furnish a written affirmative action plan.

XIII. ACCESS TO DOCUMENTS

Until the expiration of six years after the furnishing of services pursuant to this grant contract, the Grantee, upon written request, shall make available to the County, the state auditor or the County's ultimate funding sources, a copy of this grant contract and the books, documents, records and accounting procedures and practices of the Grantee relating to this Project Contract II.

XIV. WORKPLACE VIOLENCE PREVENTION

The Grantee shall make all reasonable efforts to ensure that the Grantee's employees, officials and subcontractors do not engage in violence while performing under this grant contract. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people, any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or hurt.

XV. INTERPRETATION OF CONTRACT; VENUE

This Project Contract II shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Project Contract shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

XVI. ENTIRE CONTRACT

This Project Contract II shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations. To the extent there are any inconsistencies between the provisions of this Agreement and the attachments, the provisions shall prevail in the following order: this Agreement, **Attachment B, Attachment A.**

WHEREFORE, this Project Contract II is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF SAINT PAUL

Julie Kleinschmidt, County Manager

Michael Hahm, CPRP
Director, Saint Paul Parks and Recreation

Date: _____

Date: _____

Approval recommended:

Employer Identification Number:

Rina McManus, Director
St. Paul - Ramsey County Public Health Department

Approved as to from:

City Attorney

Approved as to form and insurance:

Assistant County Attorney

Budgeting and Accounting

Attachment A Continued

1,000 Benches Project Application

The Friends of Lilydale Park / West Side Citizens Organization, through the City of Saint Paul Department of Parks and Recreation respectfully submits the following application for a 1,000 Benches Project Grant.

Date: October 1, 2009 Project Location: City of Saint Paul

Project Sponsor: Friends of Lilydale Park, etc.
Local unit of government: City of Saint Paul
Community Partners: City of Saint Paul Star Grant
 Saint Paul Public Housing
 Neighborhood House
 Friends of Lilydale Park

Primary contact person for the project (City):

Name Ruth Schumi
Title Health and Fitness Coordinator
Address 5 W. 4th Street, Room 400
City/Zip Saint Paul, MN 55102
Phone: 51-266-6432 or 651-341-7486

Project Summary:

The Brickyard Trail Pathway to Health links 10 benches on the river bluffs and trails descending toward Pickerel Lake and the Mississippi River in Lilydale Park. An additional two benches are to be located at the nearby Dunedin High Rise on Saint Paul's West Side, where many seniors and low-income live.

Our proposal is to place benches in key locations throughout the park, particularly on trails on the relatively steep bluff side. This will offer hikers an opportunity for both aesthetic appreciation of striking scenic views, as well as opportunities for rest breaks on what can be challenging trails. We anticipate the benches will help increase trail use by individuals including senior citizens and families with children who might otherwise not be willing or able to take advantage of Lilydale Park's trails and other resources. Even fit, able bodied members of our community have remarked that it would be nice to have an occasional spot to stop and rest while walking/hiking in the park.

Goals:

The project aims to promote community wellness through active and healthy lifestyle choices. In particular:

- **The Brickyard Trail Pathway to Health** will make a connection between the top and bottom of the steep river bluff for residents and visitors to Lilydale Park
- **The Brickyard Trail Pathway to Health** will promote increased physical activity and expanded environmental awareness.

- **The Brickyard Trail Pathway to Health** will serve the entire community, including a wide diversity of age, ethnic and racial backgrounds. It will help link area residents to Lilydale Park and to other community business, social and other opportunities.

Total benches: 12

Route: From the top of the river bluff in Lilydale Park (near Highway 13) down the Brickyard Trail to Pickerel Lake. Benches will also be located along the path toward the park entrance on Water Street. Two more will be at Dunedin High Rise, 469 Ada Street.

All benches will be installed on City of Saint Paul park property or on property owned by Saint Paul Public Housing. This will eliminate the need for outside agreements with private land owners.

Saint Paul Parks and Recreation will maintain the benches and surround areas located in Lilydale Regional Park. Saint Paul Public Housing will maintain the benches located at Dunedin High Rise.

Destinations: Pickerel Lake, Mississippi River, fossil grounds in Lilydale Park, remnants of old brickyards in Lilydale, caves, natural areas, Cesar Chavez commercial areas, Wellstone Center, West Side Community Health Center, other social service institutions

Populations served:

- Seniors – serving both active and older adults needing assistance
- Youth – school and environmental studies groups utilizing Lilydale Park natural resources and experiencing the outdoors
- Families – serving local residents and other visitors to Lilydale Regional Park

Recommended Paver Quotes:

- The longest journey begins with a single step.
– Lao Tsu
- Look deep into nature, and then you will understand everything better.
– Albert Einstein
- We do not inherit the Earth from our Ancestors; we borrow it from our children. -
- Ancient Native American Proverb
- No matter how full the river, it still wants to grow.
-African Proverb
- * Come forth into the light of things, let nature be your teacher.
- William Wordsworth
- * Walking is the best possible exercise. Habituate yourself to walk very far.
- Thomas Jefferson
- * Thoughts come clearly while one walks.
- Thomas Mann
- * In all things of nature there is something of the marvelous.

- Aristotle
- * I dream of hiking into my old age.
- Marlyn Doan
- * Every good hike brings you eventually back home.
- Edward Abbey

The Brickyard Trail Pathway to Health Budget:

Benches, Pavers, Delivery, Tax: \$8845.11

Benches	\$570 x 12	\$ 6840.00
Delivery	\$25 x 12	\$ 225.00
Tax	Tax (.065%)	\$ 444.60
Total		\$7509.60

Pavers & Delivery	\$104.50 x 12	\$1254.00
Tax	Tax (.065%)	\$ 81.51
Total		\$1335.51

- Concrete Bench Slab Installation Saint Paul Parks and Recreation
- Installation & Turf Restoration Saint Paul Parks and Recreation

- Funding Sources:
 - Active Living Ramsey County (**\$7,200 requested**)
 - City of Saint Paul STAR Grant (**\$6630.00**)
 - Saint Paul Public Housing (**\$300.00**)
 - Neighborhood House (**\$75.00 + \$275 in kind**)
 - Friends of Lilydale Park (**\$500.00**)

Project Timeline:

- Benches and pavers ordered: Fall 09
- Bench sites developed and prepped: Fall 09 to Spring 10
- Benches and pavers installed: Fall 09 to Spring 10
- Project recognition event: Spring 10

Resolution from Saint Paul City Council is attached.
 STAR grant funding award is attached



Brickyard Trail Bench Location Map
December 9, 2011

NOTES:

1. BENCHES 1, 2, 3, 5, 7 AND 8 INSTALLED FALL 2010
2. BENCHES 6 AND 9 TO BE INSTALLED SPRING/SUMMER 2012. FINAL LOCATION DETERMINED IN FIELD BY CITY OF SAINT PAUL PARKS AND FRIENDS OF LILYDALE PARK.
3. BENCHES 4 AND 10 WILL NOT BE INSTALLED ALONG BRICKYARD TRAIL. BENCH 4 AND 10 WILL BE INSTALLED ALONG EXISTING LILYDALE REGIONAL TRAIL SPRING/SUMMER 2012. SEE INSET MAP FOR APPROXIMATE LOCATIONS.



GENERAL LOCATION BENCH #9
TO BE INSTALLED

GENERAL LOCATION BENCH #6
TO BE INSTALLED

Updated Brickyard Trail Bench Location Map
December 9, 2011

Paver Rotation Agreement

Lilydale Park/Brickyard Trail Pathway

1. Active Living Ramsey Communities! and Logo (Remind supplier of name change)
2. RethinkRecycling.com logo paver
3. Approved quote - Look deep into nature, and then you will understand everything better. Albert Einstein (Can switch around with number 7)
4. St. Paul – Ramsey County Department of Public Health Logo
5. RethinkRecycling.com logo paver
6. Approved quote - Thoughts come clearly while one walks. Thomas Mann
7. Active Living Ramsey Communities! and Logo (Remind supplier of name change)
8. RethinkRecycling.com logo paver
9. Approved quote - No matter how full the river, it still wants to grow. African Proverb (Must relate to environment. (Can switch around with number 3)
10. St. Paul – Ramsey County Department of Public Health Logo

Dunedin High Rise Benches

RethinkRecycling.com logo paver
St. Paul – Ramsey County Department of Public Health Logo