

**Capitol Region Watershed District
PARTNER GRANT AGREEMENT**

This Grant Agreement (Agreement) is entered into between Capitol Region Watershed District (DISTRICT), a political subdivision of the State of Minnesota; and the City of Saint Paul, through its Department of Parks and Recreation (GRANTEE), this 31st day of January 2021.

WHEREAS, THE DISTRICT has established a grant program to provide financial assistance to various individuals or organizations to protect and improve water resources within THE DISTRICT; and

WHEREAS, the mission of THE DISTRICT is to protect, manage and improve water resources of THE DISTRICT by encouraging water resource stewardship in the watershed district; and

WHEREAS, the GRANTEE has presented a proposal (Project) that THE DISTRICT believes will further its mission;

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE OF PROJECT

The GRANTEE will perform the Project as described in the Grant Proposal, which is attached as Exhibit A and incorporated as part of this Agreement. The grant funding will be used for Tasks 1, 2 and 3 with a total not to exceed \$10,000.00. Other work and costs not directly associated with this project are not eligible for reimbursement.

2. GENERAL CONDITIONS

A. Non Assignment

The GRANTEE shall not assign any part or all of this Agreement to any other person without the prior written consent of the DISTRICT.

B. Independent Contractor

The GRANTEE is an independent contractor and neither the GRANTEE, its agent, employees, assigns nor other persons while engaged in the performance of the Project shall be considered employees of the DISTRICT. Nothing contained in the Agreement shall be construed to create the relationship of co-partners, joint ventures or a partnership or association between the DISTRICT and the GRANTEE.

C. Indemnification

The GRANTEE agrees to defend, indemnify and hold the DISTRICT, its officials, agents and employees harmless from any claims, demands, actions or causes of action, including attorneys' fees, arising out of any act or omission of the GRANTEE, its agents or employees in the performance of the Project and Agreement.

D. Alteration

No alteration, variation, modification or waiver of the provision of the Agreement is valid until it is in writing and signed by both parties.

E. Insurance

GRANTEE is self-insured under the laws of Minnesota and represents that it has sufficient self-insured resources to defend the DISTRICT and to satisfy legitimate claims which may arise out of, as a result from, GRANTEE's performance of the Project. Setoff

If damages are sustained by the DISTRICT as a direct or indirect result of the GRANTEE's performance of the Project or Agreement, the DISTRICT may withhold payments (not to exceed the amount of the damages) to the GRANTEE until the exact amount of damages is determined.

F. Termination

The DISTRICT may suspend or terminate the Agreement for failure of the GRANTEE to meet the terms of the Project and Agreement. In such case, the DISTRICT shall provide written notice to the GRANTEE specifying the extent of the suspension or nature of the termination and the reasons for it, and the effective date. Upon receipt of such notice the GRANTEE shall discontinue further performance or expenditure of funds as related to the Project and Agreement.

G. Compliance With Applicable Law

The GRANTEE shall comply with all applicable federal, state and local laws and regulations, and apply, pay for and obtain all permits or licenses necessary for the performance of the Project and Agreement.

H. Documents

The DISTRICT, its authorized representative or the State Auditor shall have full access to all documents relating to the performance of the Agreement. The GRANTEE shall maintain records for all services provided under the Agreement and retain those records for seven (7) years following the termination of the Agreement.

I. Data Practices

The GRANTEE's performance of this Agreement and all documents related thereto are governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and applicable federal law.

J. Publicity and Endorsement:

- a. Publicity. Any publicity regarding the subject matter of this grant agreement must identify the DISTRICT as a sponsoring agency. For purposes of this provision, publicity includes traditional and digital media and communications, including but not limited to social channels, website, photography, videography, notices, informational pamphlets, press releases, research reports, signs and similar public notices by or for the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this

grant agreement. For style and branding requirements please reference the DISTRICT's Grant Communications Guide (attached as Exhibit B).

b. Endorsement. The GRANTEE must not claim that the DISTRICT endorses its products or services.

K. Interpretation/Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. Any litigation involving this Agreement shall be conducted in the State of Minnesota.

L. Term

This Agreement shall be effective as of the date it is signed by both parties and continue until **December 31, 2021** or until terminated pursuant to the Agreement.

M. Ownership

All work products, including but not limited to concepts, ideas, layouts, drawing, maps, models, computer programs or simulations, photography, scripts, graphics, reports and recommendations become the property of the DISTRICT upon completion of the Project. The GRANTEE shall be entitled to retain copies of all work products.

N. Entire Agreement

This Agreement and Exhibit shall constitute the entire Agreement between the DISTRICT and the GRANTEE and shall supercede all prior oral and written Agreements or negotiations.

O. Final Report

Upon completion of the Project, the GRANTEE is required to prepare a Final Report of the Project's implementation and benefit and submit it to the DISTRICT within 30 days of completion of the Project. The Final Report should include details about the audience reached (total # and demographics, if available), a detailed description of each funded task and associated outcomes, receipts for approved supplies and an invoice for staff time, high resolution photos/video and a brief quote about your experience working with the DISTRICT for program promotion.

P. Counterparts.

The parties may sign this Permit in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

Q. Electronic Signatures

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. 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 any 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.

3. PAYMENT

The DISTRICT shall reimburse the GRANTEE a total not to exceed \$10,000.00 of actual documented costs upon completion of the Project and receipt and review of a Final Report (Condition P).

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by the respective duly authorized representatives as of the day and year written:

FOR THE GRANTEE:

FOR CAPITOL REGION WATERSHED DISTRICT:

By: _____
Mike Hahm, Director of Parks and Recreation

By: _____

Date: _____

Title: _____

By: _____
Office of Financial Services

Date: _____

Date: _____

By: _____
Mayor's Office

Date: _____

Approved as to Form:

By: _____
Sarah Sullivan, Assistant City Attorney

Date: _____



Capitol Region Watershed District

595 Aldine Street • Saint Paul, MN 55104

T: 651-644-8888 • F: 651-644-8894 • capitolregionwd.org

Exhibit A

Saint Paul Parks and Recreation (Grantee) BIPOC Parks Ambassadors & Story Strolls (Project Name)

Project Definition and Additional Grant Requirements

The following serves as a scope for Capitol Region Watershed District's (CRWD) Partner Grant Award for Saint Paul Parks and Recreation BIPOC Parks Ambassadors & Story Strolls project. This exhibit will be incorporated into a grant agreement that shall be executed prior to the initiation of any grant eligible activities. All work products must be approved by CRWD staff and reimbursement will be made upon review of a final report and supporting documents.

Grant Reimbursement Requirements

Grant reimbursements can only be made for documented eligible expenses. The project elements, measurable outcomes, and grant awards specific to each element are identified below and will be used to verify reimbursement requests submitted in a final report.

Q. 2 – How will this project further CRWD's mission?

We cannot expect people to take care of the land and water if they are not connected to it. As we saw in our BIPOC Parks Ambassadors programming in 2020, most of our participants had not been to the parks we led programs in within the watershed district. That said, as a result of our programming, 99% of our participants felt more empowered to protect and improve water quality and their natural environment, and 100% felt that the outing they participated in was beneficial to their (social, physical and emotional) well-being.

Our project will continue to facilitate opportunities for connecting the people to the water, teaching them ways to protect and improve the quality of the land and water through a variety of outings and workshops in regional parks, along regional trails and urban waterways within the Capitol Region Watershed District. Examples of these outings and workshops include kayaking the river, learning to find and filter water, going on edible plant hikes, fishing the river and lakes, literally painting with the river, snowshoeing and skiing along the river, meditations, and more. As a result of being connected via programming that feels meaningful, accessible, sustainable and empowering, and based on information we have gathered in 2020 from our BIPOC Parks Ambassador program participants, we anticipate growing the number of people who will be moved to protect and improve CRWD lakes and the Mississippi River. It has been a true gift to see people who have come to our programs return later with family and friends to share what they have learned about water and the natural environment.

Additionally, other park agencies and local non-profits in the Twin Cities area have reached out to us about our BIPOC Park Ambassadors program, wanting to do similar programming, since this model has been so successful for us and our participants. Nationwide, there is very little environmental based programming and funding for BIPOC adults – especially programming that is led by BIPOC adults. The programming we are proposing to continue doing is in high demand from community, is breaking new ground in environmental education and is meeting the goals of the watershed district, the parks department, and BIPOC residents in search of community and connection.

Q. 4 – How will you measure success?

Our Mission is to protect, manage and improve the water resources of Capitol Region Watershed District.



Capitol Region Watershed District

595 Aldine Street • Saint Paul, MN 55104

T: 651-644-8888 • F: 651-644-8894 • capitolregionwd.org

If 90% of participants in our BIPOC Parks Ambassador program feel more connected to nature and water, and 90% feel more empowered to protect water and nature, we will consider this program successful. This is a 10% increase of what we predicted in 2020, and we are increasing it based on how programming has gone this year. We will gain knowledge of these outcomes by surveying program participants at the end of each outing/workshop.

If we reach at least 300 people through our story strolls, we will consider this a success. We will measure this by having a QR code on the story stroll which will direct folks to a website, which we can then track how many people got to the website through that code.

Scope of Work

BIPOC Parks Ambassadors

Description and Deliverables:

BIPOC Park Ambassadors: We will do a minimum of 17 outings/workshops, serving 170 people who identify as Black, Indigenous, and/or People of Color. These outings will connect people to water and the natural environment via our regional parks, trails and waterways within the Capitol Region Watershed District. We anticipate these outings to be a combination of activities including but not limited to kayaking, hiking, learning about edible plants, studying macroinvertebrates, fishing, birding, snowshoeing and skiing, and more.

Outcomes: 90% of program participants will report feeling more connected to and educated about water, and more empowered to protect and improve water as well.

of outings = 17

possible locations = Hidden Falls Regional Park, Crosby Farm Regional Park, Trout Brook Nature Sanctuary, Indian Mounds Regional Park (the side of it that is within CRWD, Wakan Tipi/Bruce Vento, Shadow Falls Park.

of people = 170.

Story Strolls

Description and Deliverables:

In partnership with Lower Phalen Creek project and others, we will produce a minimum of 1 story stroll that will educate residents and visitors about water within the Capitol Region Watershed District.

Outcomes: We anticipate that our 1 story stroll will reach at least 150 people, and we will track this by how many people visit our website via the QR code on the story stroll that will link to a specific page.

Evaluating and Reporting

Description and Deliverables:

Staff will conduct evaluations following each BIPOC Park Ambassadors program and will make program adjustments accordingly. In addition to our grant report, we will also create a report/document to tell the story and the importance of BIPOC Parks Ambassadors programming, so that other organizations can do similar programming and can better serve underrepresented groups of people in environmental education.

Outcomes = Two reports/documents. One for CRWD and one for organizations looking to do meaningful, accessible, sustainable and empowering environmental education programming with adults who identify as Black, Indigenous and

Our Mission is to protect, manage and improve the water resources of Capitol Region Watershed District.



Capitol Region Watershed District

595 Aldine Street • Saint Paul, MN 55104

T: 651-644-8888 • F: 651-644-8894 • capitolregionwd.org

People of Color that will cover the who, what, where, when, how and why of the program. These report/documents will be shared with partners like other parks agencies/groups, Met Council or other non-profit or school partners.

Task Description	Eligible Expenses	Grant Award
BIPOC Parks Ambassadors	Staff time and Material Expenses	\$7,500
Story Strolls	Staff time and Material Expenses	\$1,000
Evaluating and Reporting	Staff time and Material Expenses	\$1,500
TOTAL		\$10,000

W:\07 Programs\Stewardship Grant Program\Partner Grants\2021 Grants\Applications\Saint Paul Parks and Rec\DRAFT St Paul Parks and Rec_Partner Grant Exhibit A_AshaEdits_4-30-21.docx