

**Joint Powers Agreement  
Between the City of Saint Paul and Independent School District #625**

THIS AGREEMENT is made and entered into by and between the City of Saint Paul Department of Parks and Recreation, Minnesota, a municipal corporation (“City”), and the Saint Paul Independent School District #625 (“ISD #625”)

WHEREAS, pursuant to the provisions of Minnesota Statutes § 471.59, the City and ISD #625 are authorized to enter into an agreement to exercise jointly or cooperatively governmental powers common to each and to permit one governmental entity to perform services or functions for another governmental unit; and

WHEREAS, the Minnesota Department of Natural Resources (DNR) maintains the Minnesota School Forest Program, pursuant to the provisions of Minn. Stat. §89.41; and

WHEREAS, the Minnesota School Forest Program provides School Forest designation to woodland parcels utilized for a variety of educational opportunities; and

WHEREAS, the DNR provides resources and sets guidelines and criteria to maintain school forest status; and

WHEREAS, ISD #625 is authorized to establish a Minnesota School Forest; and

WHEREAS, the City of Saint Paul, Department of Parks and Recreation has identified 20.75 acres within Marydale Park to provide ecological education and historical interpretation for children and adults, habitat for native wildlife, and an urban woodland oasis; and

WHEREAS, the City wishes to enter into this agreement to permit ISD #625 enroll Marydale Park into the Minnesota School Forest Program, and conduct educational programs and basic maintenance tasks in cooperation with the City; and

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties hereto as follows:

1. **TERM.** This Joint Powers Agreement (“Agreement”) will become effective on \_\_\_\_\_ and shall continue in full force, unless terminated in writing. This Agreement may be cancelled with or without cause by either the City or ISD #625 upon thirty (30) days written notice to the other party.
2. **CONTACTS.** City’s Authorized Agent for purposes of administration of this Agreement is Michael Hahm (Parks and Recreation Director), or his/her designee or successor. ISD #625’s Authorized Agent for the purposes of administration and of this Agreement is Valeria Silva (Superintendent) or his/her designee or successor.
3. **ISD #625 RESPONSIBILITIES.**

A) Recommend Marydale Park for Minnesota School Forest designation through the Minnesota School Forest Program.

B) Commit to maintain Minnesota School Forest status of Marydale Park as outlined by the DNR.

C) A permit is not required to use the School Forest, however, park use conflicts (with other park users or with planned park maintenance activities) cannot be resolved without a permit. Permits can be obtained for free from the City's Permit Office (651-632-5111) prior to conducting educational activities in Marydale Park.

D) Obtain written permission from the City's authorized agent prior to conducting activities in Marydale Park including, but not limited to: soil disturbance; plant, mineral or animal collection; increment boring and tree tapping; installation or removal of plants; and development of permanent research plots.

E) ISD #625 reserves the right to apply for grants and scholarships available to Minnesota School Forests, for programming or forest enhancement, with written permission from the City's authorized agent.

F) ISD #625 will hold the City harmless in the event of damage, loss, or injury resulting from its use of Marydale Park.

G) ISD #625 will ensure that all educators utilizing the School Forest receive a copy of the joint powers agreement and adhere by policies outlined within.

#### 4. CITY RESPONSIBILITIES.

A) Maintain Marydale Park as a functional outdoor classroom.

B) Maintain the park's permit schedule and provide permitting services for reservations giving priority to ISD #625 activities, as possible, at no cost.

C) Review requests for educational activities that impact the ecology of the site, or impact use by others. Provide written permission for approved activities.

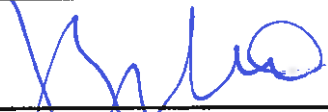

D) Support grant and scholarship requests made by ISD #625 that enhance Marydale Park use, programming or ecology.

5. PROPERTY OWNERSHIP. Title to the land shall remain with the City, and no funds may be accepted or expended which in any way limit, burden or restrict use of the property without written authorization in the form of a City Council resolution.

6. DATA PRACTICES. Both parties shall be subject to the Minnesota Government Data Practices Act.

7. AMENDMENTS. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

8. WAIVER. Each of the parties to this Agreement shall be responsible for their own acts and omissions and neither party shall be responsible for acts or omissions of the other.

CITY OF SAINT PAUL	ISD# 625 Saint Paul School District
<i>Executed:</i>	<i>Executed:</i>
	
Director of Finance	ISD# 625 Superintendent
	Approved as to form: 
Director of Parks and Recreation	ISD# 625 Attorney
City Clerk	
Approved as to form:  	
City Attorney	

# Metes and bounds for Marydale School Forest

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Part of Ramsey County Parcel 252923220016 in the Como Prospect Addition, owned by the City of St. Paul and known as Marydale Park, located in the northwest  $\frac{1}{4}$  of the northwest  $\frac{1}{4}$  of Section 25 Township 29N Range 23W described as follows:

The School Forest is 20.75 acres (blue polygon) described as beginning at the north right-of-way boundary at the intersection of Loeb St. and Jessamine Ave. W., then north 665 feet to the parcel boundary at the railroad right-of-way fence, then northeast along railroad right-of-way fence 661 feet to the southern right-of-way boundary of Maryland Avenue, then east along Maryland Avenue 419 feet, then south along Mackubin St. 1,019 feet, then west along Jessamine Ave. W. 977 feet to the point of beginning.

# Marydale School Forest

