

**Joint Powers Agreement
Between the City of Saint Paul and Independent School District #4105**

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 Great River School Independent School District #4105 (“ISD #4105”)

WHEREAS, pursuant to the provisions of Minnesota Statutes § 471.59, the City and ISD #4105 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 #4105 is authorized to establish a Minnesota School Forest; and

WHEREAS, the City of Saint Paul, Department of Parks and Recreation has identified 17 $\frac{3}{4}$ acres (map attached) within Como Regional Park designated as the Como Woodland Outdoor Classroom (CWOC) 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 #4105 enroll the Como Woodland and Outdoor Classroom 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 #4105 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 #4105's Authorized Agent for the purposes of administration and of this Agreement is Christina Beck (Head of School) or his/her designee or successor.

3. ISD #4105 RESPONSIBILITIES.

- A) Recommend the CWOC for Minnesota School Forest designation through the Minnesota School Forest Program.
- B) Commit to maintain Minnesota School Forest status of the CWOC as outlined by the DNR.
- C) Obtain a free use permit from the City prior to conducting educational activities in the CWOC.
- D) Obtain written permission from the City's authorized agent prior to CWOC activities 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 #4105 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.

4. CITY RESPONSIBILITIES.

- A) Maintain the CWOC as a functional outdoor classroom as per the Como Woodland Outdoor Classroom Management Plan and the Como Regional Park Master Plan.
- B) Maintain the CWOC activity schedule and provide permitting services for reservations giving first priority to ISD #4105 activities, as possible.
- 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 #4105 that enhance CWOC use, programming or ecology.
- E) Provide CWOC-specific teacher development opportunities focusing on outdoor education best practices.

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# 4105 GREAT RIVER SCHOOL
<i>Executed:</i>	<i>Executed:</i>
Director of Finance	ISD# 4105 Head of School
Director of Parks and Recreation	
City Clerk	
Approved as to form:	
City Attorney	