

**THE TRUST FOR PUBLIC LAND
GRANT AGREEMENT
WITH THE CITY OF SAINT PAUL**

THIS AGREEMENT (“Agreement”) with an Effective Date as provided below is entered into by and between **THE TRUST FOR PUBLIC LAND**, a nonprofit California public benefit corporation authorized to do business in Minnesota as The Trust For Public Land, Inc. (“Grantor”) and **THE CITY OF SAINT PAUL, MINNESOTA**, a municipal corporation under the laws of the State of Minnesota (“Grantee” or “City”).

RECITALS:

A. The Grantor agrees to grant \$50,000 (the “Grant Funds”) to Grantee for design, purchase and/or installation of a specific play area feature for Frogtown Park & Farm Play area (the “Park”).

B. In furtherance of its charitable purposes, Grantor now wishes to make a grant to Grantee, in the amount of and on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein, the parties to this Agreement hereby agree as follows:

1. The purpose of this grant is to enable the City to design and install a specific nature based play area at the Park. The City agrees to make the improvements described on Exhibit ‘A’ hereto and to have project substantial completion by November 15, 2016, pending bids and weather.
2. The Grant Funds will be disbursed in two installments of \$25,000 each. The first installment will be disbursed by Grantor within 10 days of the full execution of this Grant Agreement and the second installment will be disbursed not later than December 15, 2016.
3. The main reporting requirement for the use of the Grant Funds is for the City to provide Grantor clear accounting of how the \$50,000 was used for specific improvements to the Park. This report will be due within sixty (60) days of completion of the project as is in addition to the reports in Section 5.
4. Grantee shall use the Grant Funds solely for the purposes stated in paragraph 1. It is acknowledged by Grantor that the City has committed certain funds to improvements in the Park (the “Committed City Funds”), which may be used by the City to fund design and community engagement expenses, including City staff time. If there remain Committed City Funds after the completion of the improvements identified in Exhibit A hereto, the City agrees to use such remaining funds on other improvements identified in the Master Plan as occurring in subsequent phases. Grantee shall repay to Grantor any portion of the Grant Funds which is not used specifically for the purposes set forth in paragraph 1. Any changes in the identified

purposes of the Grant Funds must be approved by Grantor in advance, in writing.

5. Grantee shall submit a full and complete report to Grantor every six months until all of the Grant and Committed City Funds have been expended. The reports shall (a) describe the activities conducted by Grantee with the proceeds of the Grant Funds and Committed City Funds and (b) shall report on Grantee's compliance with the terms of this Agreement. Such reports shall be addressed to Susan Schmidt, Minnesota State Office Director, The Trust for Public Land, 2610 University Ave, #300, St. Paul, MN 55114.

6. With regard to any subgrantees convenient or necessary to carry out the purposes of the Grant Funds, Grantee shall retain full discretion and control over their selection, acting completely independently of Grantor, provided that the Grant Funds are used for the purposes identified herein. There is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular subgrantee.

7. The Grant Funds may not be used in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Internal Revenue Code.

8. Grantee shall not use any portion of the Grant Funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code.

9. Grantee shall notify Grantor immediately of any change in Grantee's key staff responsible for achieving the Grant purposes.

10. Grantee shall make any publications, studies, research or plans funded by the Grant Funds available to the public in accordance with such reasonable requirements or procedures as may be established by Grantor from time to time.

11. In the event that Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, Grantor may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to Grantee, and Grantor may demand the immediate return of all or any unexpected portion of the Grant Funds, and Grantee shall immediately comply therewith.

12. This Agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Grant Agreement on the dates set forth below.

THE TRUST FOR PUBLIC LAND

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SAINT PAUL

By: _____
Name: Michael Hahm, CPRP
Title: Director, Parks and Recreation
Date: _____

By: _____
Name: _____
Title: Director of Financial Services
Date: _____

By: _____
Name: _____
Title: Mayor's Office
Date: _____

Approved as to form:

By: _____
Name: Virginia Palmer, Assistant City Attorney
Date: _____