

**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) and shall be effective as of the date it is signed by both parties.

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 Exhibit A, with total grant funding not to exceed \$10,000.00. Only staff time and materials associated with the project are 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 the State of Minnesota. GRANTEE shall provide the DISTRICT with a letter of self-insurance.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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 media 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. Please reference the DISTRICT's Communications Toolkit provided by staff during the spring workshop for style and branding requirements.
- b. Endorsement. The GRANTEE must not claim that the DISTRICT endorses its products or services.

L. 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.

M. Term

This Agreement shall be effective as of the date it is signed by both parties and continue until **December 31, 2024** or until terminated pursuant to the Agreement.

N. 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.

O. 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.

P. Final Report

Upon completion of the Project, the GRANTEE is required to prepare a Final Report of the Project's implementation and submit it to the DISTRICT by December 31, 2024. The Final Report should include a detailed description of the deliverables and outcomes for each funded task, itemized receipts for materials and supplies, an invoice for staff time, high resolution photos/video and a brief quote about your experience working with the DISTRICT for program promotion.

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).

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

5. **ELECTRONIC SIGNATURES.** The parties agree that the electronic signature of a party to this Agreement shall be 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.

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: _____
Andy Rodriguez, Parks and Recreation Director

By: _____
Anna Eleria, Deputy Administrator

By: _____
Jaime Tincher, Deputy Mayor

By: _____
John McCarthy, Finance Director

By: _____

Approved as to Form:

By: _____
Sarah Sullivan, Assistant City Attorney



Capitol Region Watershed District

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Exhibit A **Saint Paul Parks and Recreation's Park Ambassadors**

Project Name: Park Ambassadors

Project Summary: For the last four years, we have been very successful in connecting people from underrepresented communities, including Black, Indigenous and People of Color, to our natural spaces and waterways through our Parks Ambassadors program. We have surveyed the community each year, to learn what folks are interested in doing, and have been able to include water education and stewardship into the activities that have been requested. It is our plan to continue to lead environmental education and outdoor recreation programs centered on people from underrepresented communities throughout the year that will connect folks to our natural places and waterways, and to allow for connection to self, one another, and to the larger ecosystem. As people connect on a deeper level (to themselves, community, and the larger environment) they are more likely to protect it. We have learned that through our intentional programming, we are creating and sustaining water stewards who will protect, manage, and improve our water resources by simple everyday actions learned through a fun and community driven way of programming and learning.

Approved Tasks and Funding Levels

Task 1 Name: Parks Ambassadors	Task 1 CRWD Funding Approved = \$10,000.00
Task 1 Staff Costs = \$4,500.00	Task 1 Material Costs and Other Expenses = \$5,500.00

Task 1 Description: Our Parks Ambassador program has four successful program years that lead us to continue connecting people from underrepresented communities, including Black, Indigenous and People of Color, to the outdoors and the natural environment in ways that are meaningful, accessible, sustainable, and empowering. Through outdoor education and recreational based activities and programs, we will continue to connect and educate folks from underrepresented communities about tangible and accessible ways to protect, manage, and improve the water resources within the district. Each season (winter + non- winter) we survey underrepresented communities to learn what folks want to do outdoors and use these findings to develop programming that includes an educational/stewardship component.

In 2024, we will reach at least 200 folks from underrepresented communities via 15 outings within the Capitol Region Watershed District. These outings may include activities such as ice and open water fishing, snow sports like snowshoeing, hiking, birding, trash clean-ups, nature based-art projects, meditation and movement practices, photography lessons, Indigenous-led plant hikes, tree plantings, and more. Although our programs are often recreation based, we incorporate opportunities for learning how to protect, manage, and improve water quality in each offering. We have had great success in doing our programming this way, so we want to keep doing it! That said, we will always listen to what our under-represented communities are asking for and will continue to meet the needs of community and CRWD, knowing that the larger shared goal is around improving water quality and stewardship.

Task 1 Deliverables and Outcomes: We will do a minimum of 15 outings/programs/workshops serving at least 200 people from underrepresented communities, including Black, Indigenous and People of Color. Each outing will include learning how to be better stewards of the land and water. These offerings will continue to be informed by community members. We know that if our programming reaches 200 people, that the actual reach will extend far beyond that, as we have seen folks who attend our programs end up sharing their experiences and knowledge with family and friends, thus the reach expands farther. We've had multiple people come up to asha/staff and say how they keep coming back to Hidden Falls (for example) after having first been to the park with a Parks Ambassadors program.

We have often surveyed our participants at the end of a program/workshop, which has given us insight into what folks have learned, but has also often felt too "program-y." The authenticity we bring to the relationship is paramount to the ongoing success of our programming, and therefore we must find the balance between the relationships and the data we are collecting. To find this balance, we will do qualitative verbal surveying at the end of each program, offer verbal and written "ways to be a good water steward" and will include an optional survey for those who want to elaborate further. We have found this to be a good middle path that allows us to meet our reporting requirements and also for our participants to feel less like participants and more like community members.

We anticipate that 90% or more of the folks who participate in our programs will feel more connected to, educated about, and likely to take care of their natural environment, including the water.

Saint Paul Parks & Recreation agrees that in the performance of this Project, it will not by reason of race, creed, color, sex, national origin, sexual preference or disability, discriminate against any person who is a citizen of the United States. Saint Paul Parks & Recreation agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.

Total Approved Funding for Staff = \$4,500.00
Total Approved Funding for Materials and Other Expenses = \$5,500.00
Total Approved CRWD Funding = \$10,000.00