

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: Ramsey County	GRANT NO. SG-24P4-06-04
GRANT PROJECT: Jurisdiction-Wide –Off-Leash Dog Area Improvements Phase 2 - See Grant Project Summary attached hereto as Attachment A	
TOTAL GRANT AMOUNT: \$200,000	STATE FISCAL YEAR: 2024
STATE FISCAL YEAR 2024: \$200,000	
APPROPRIATION: Minnesota Laws 2023, Regular Session Chapter 40, Article 3, Section 4	
EFFECTIVE DATE: Date agreement has been fully executed by both parties.	
GRANT PROJECT ACTIVITY PERIOD: July 1, 2023 to June 30, 2027	
COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Parks Grants Administrator (nicole.clapp@metc.state.mn.us)	
COUNCIL ACTION: September 13, 2023	BUSINESS ITEM: 2023-174 JT SW
EXPIRATION DATE: June 30, 2027	

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2023, Regular Session, Chapter 40, Article 3, Section 4 appropriated funds for State Fiscal Year 2024 and 2025 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “P&T Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s 2040 Regional Park Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project from the appropriation and presentation of proposed project list to the Metropolitan Parks and Open Space

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Commission from the regional park implementing agencies. The Grant Project Summary is attached hereto as **Attachment A**.

4. Minn. Stat. § 85.53, subd. 3 authorizes the Grantee to receive grants from the P&T Fund to support parks and trails of regional significance.
5. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on Page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

1. **Definition of Terms.**

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. **Approved Long-Range Plan.** “Approved Long-Range Plan” means the long-range plan for the Park required and approved by the Council.
- B. **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
- C. **Effective Date.** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs.** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the Council’s 2040 Regional Parks Policy Plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. **Reimbursement.** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
- K. **Site Monitoring.** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.

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L. **Small Disadvantaged Businesses.** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

2. **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract agreement: 11. Liability; 12. Audits; 13. Government Data Practices; 16. Governing Law, Jurisdiction, and Venue; 19.7 Publicity; and 19.8 Endorsement.

3. **Grantee’s Duties or Grant Project.**

The Appropriation requires that monies distributed to implementing agencies can only be used to fund those projects that have been approved by the implementing agency’s elected representatives. By signing this Agreement, the Grantee certifies to the Council that the Grant Project defined herein is on the approved list of projects that has been approved by its elected representatives. The Grantee further certifies that the Grant Project and Total Grant Amount are substantially consistent with the project descriptions and dollar amounts approved by its elected representatives.

The Grantee will perform the Grant Project listed on Page 1 during the Grant Project Activity Period identified on Page 1.

4. **Time.**

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

5. **Eligible Costs.**

5.1 Eligible Costs. Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. Grant funds shall only be spent in accordance with Minnesota Management and Budget’s (“MMB”) Guidance to Agencies on Legacy Fund Expenditures, which is attached hereto as **Attachment B**. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

5.2 Ineligible Costs. The Grantee shall not be reimbursed for in-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the start of the grant project activity period.

5.3 Traditional Sources of Funding. Pursuant to the Appropriation, the Grantee must ensure that the P&T Funds are used to supplement and not substitute for traditional sources of funding.

6. **Grant Amount, Payment and Use.**

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6.1 Grant Amount. The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on Page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council's obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

6.2 Reimbursement Requests and Documentation. The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

6.3 Conditions of Payment. All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 8.2.

6.4 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

6.5 Contracting and Bidding Requirements. Grantee is expected to follow the contracting and bidding requirements of Minn. Stat. §471.345 and §§177.41 through 177.44 (prevailing wage), if applicable. Grantee may not contract with vendors that are either suspended or debarred in Minnesota:

<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

6.6 Non-Eligibility. If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or

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any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

6.7 Disability Access. Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

6.8 Regional Use. The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the Policy Plan and the park unit's Approved Long-Range Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Grant Project Activity Period or for a period of twenty (20) years following.

7. Accounting, Record-keeping and Site Monitoring.

7.1 Accounting and Record-Keeping. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

7.2 Site Monitoring. Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

8. Reporting and Grant Closeout.

8.1 Semi-Annual Reporting during the Grant Project Activity Period. Grantee must submit cash flow and semi-annual progress reports to the Council by July 31 and January 31 of each year while the grant agreement is active. In the cash flow report, the Grantee shall describe the current project spending and projected spending for the periods defined in the report template. The progress report shall include the construction, programing and/or consulting activities taken during the reporting period. The Grantee shall provide sufficient documentation for information the Council reasonably requests.

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8.2 Final Report and Closeout. Prior to the final reimbursement, the Grantee shall submit to the Council a final project report that provides the completed project results as detailed in the initial measurable outcomes, and in the plan to measure and evaluate the outcomes as referenced in Section 19.1. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

9. Changes in Grant Project and Amendments.

9.1 Changes in Grant Project. Projects funded by the Appropriation must be substantially consistent in both scope and budget with the approved project description provided in the application. Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future P&T funding.

9.2 Amendments. The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description provided in the application. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years. Pursuant to Minnesota Laws 2023, Chapter 40, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time-period of the Appropriation shall extend to match or equal the availability of federal funding.

10. Assignment, Waiver, and Agreement Complete.

10.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

10.2 Waiver. If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

10.3 Agreement Complete. This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

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11. Liability.

The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

12. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

13. Government Data Practices.

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

14. Workers Compensation.

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Council employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Council's obligation or responsibility.

15. Data Availability.

Grantee must comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the P&T Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.

16. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17. Termination.

The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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18. Use of Small Disadvantaged Businesses.

The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

19. Miscellaneous.

19.1 Measurable Outcomes. As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The Measurable Outcomes must include a plan for measuring and evaluating the results and an assessment of whether the funding celebrates cultural diversity or reaches diverse communities in Minnesota, including reaching low- and moderate-income households. The Grantee shall collect and report on information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

19.2 Minnesota Conservation Corps. The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

19.3 Logo. The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

19.4 Website. Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

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19.5 Future Funding. Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

19.6 Constitution. The Grantee must comply with the Minnesota Constitution, article XI, section 15.

19.7 Publicity. Any publicity regarding the Grant must identify the Council as the sponsoring agency and must not be released without prior written approval from the Council's Authorized Representative. For the purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared 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 contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

19.8 Endorsement. The Grantee must not claim that the Council endorses its products or services.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Trista MataCastillo
Its: Chair
Date: _____

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division
Date: _____

By: _____
Mee Cheng
Its: Chief Clerk
Date: _____

Approval Recommended:

By: _____
Mark McCabe
Its: Director of Parks and Recreation
Date: _____

Approved as to form

By: _____
Its: Assistant County Attorney
Date: _____

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ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-24P4-06-04
Funding Type:	Park and Trails Legacy Fund (Construction or Programming)
Grantee:	Ramsey County
Project Name:	Jurisdiction-Wide –Off-Leash Dog Area Improvements Phase 2
Regional Park or Trail:	Jurisdiction-Wide
City:	Numerous
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Initiate phase 2 improvement recommendations from the off-leash dog area master plan consisting of design/development of site infrastructure improvements, initiate construction on phase 2 items at off-leash dog areas in Battle Creek Regional Park, Bald Eagle-Otter Lake regional Park and Rice Creek North Regional Trail.
Project Goal	Complete improvements identified in the system-wide off leash dog area master plan for improved connectivity, accessibility, and user experience.
Strategic Direction	Take care of what we have
Outcome Measure	Implement Phase 2 improvements at off-leash areas at Battle Creek, Rice Creek, and Otter Lake OLDA's.
Plan to Measure and Evaluate Results	Complete phased improvements with associated funding and future funding requests. Survey users to determine how well improvements are received.
Assessment of Cultural Diversity	
Project Budget	Total - \$200,000.00
External Professional Services	\$100,000.00
Internal Professional Services	\$25,000.00
Construction	\$75,000.00

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ATTACHMENT B

MMB Guidance

https://mn.gov/mmb/assets/MMB%20Final%20Legacy%20Fund%20Guidance%20Update%20Feb%209%202017_tcm1059-282041.pdf

“In MMB’s view, the “direct and necessary” requirement is intended to promote efficient and effective use of legacy fund dollars: The language clearly implies the need for agencies to document and defend their legacy fund expenditure as needed, reasonable, consistently applied, and rationally allocated.” (linked here)