

**METROPOLITAN COUNCIL GRANT AGREEMENT FOR
METROPOLITAN AREA REGIONAL PARKS OPERATION & MAINTENANCE
ALLOCATION**

This Grant Agreement ("Contract") is made and entered into by and between the Metropolitan Council
("Council") and Ramsey County ("Grantee")

RECITALS

- A. The Council is authorized by Minnesota Statutes section 473.315 (a) to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of development of regional recreation open space in accord with the Council's Regional Parks Policy Plan.
- B. The Grantee is an "Implementing Agency" under Minnesota Statutes section 473.351 (a) and is eligible for a grant from the Council for operation & maintenance allocation to implement the Council's Grant Program.
- C. The State of Minnesota provides funding to the Council for operation and maintenance of regional parks and open space systems through General Fund Appropriations and 22.5% of the money collected and received under Minnesota Statute 297A.94 Deposit of Revenues, paragraph (h), clause (3).
- D. The Council is required to allocate the funds it receives from the State of Minnesota for the operation and maintenance of the regional parks and open space system established under Minnesota Statutes section 473.351 ("State Funds").
- E. Minnesota Statutes section 473.351 Subdivision 3 defines how the State Funds shall be allocated among the implementing agencies and this Contract is intended to set forth the terms and conditions for the distribution of the Grantee's allocation of operation and maintenance funds ("Grant Funds").

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term and Scope of Grant Contract.

- 1.1 **Effective date:** Upon final execution by the Parties this Contract is effective as of July 1, 2023.
- 1.2 **Grant Activity Period:** July 1, 2023 through June 30, 2025.
- 1.3 **Term.** The term of this Contract shall extend until September 30, 2025, to permit payment and closeout of this Contract.
- 1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this Contract: 16. Liability; 17. Audits; 18. Government Data Practices; and 20. Governing Law, Jurisdiction, and Venue.
- 1.5 **Scope.** This Contract sets forth the terms and conditions for distribution of the State

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Metropolitan Area Regional Parks Operation & Maintenance Allocation.

2. Grantee Activities Eligible for Grant.

The Parties acknowledge that the purpose of this Contract is to fund the continued operation and maintenance of the metropolitan regional park system, established in Minnesota Statutes 473.351 Metropolitan Area Regional Parks Funding.

3. Time.

The parties agree to comply with all the time requirements described in this Contract.

4. Authorized Uses.

The Grantee is authorized to use the grant awarded under this Contract only for costs directly incurred for the Grant activities specified in Minnesota Statute 473.351, Subd. 1(b).

5. Annual Grant Amount.

The Grantee shall be allocated funds in accordance with the formula outlined in Minnesota Statute 473.351, Subd. 3. The Council will notify the Grantee of final budgeted allocations upon conclusion of the legislative session and adoption of the Council's Unified Budget Amendment.

6. Distribution of Grant Funds.

The Council shall distribute the Grant Funds to the Grantee as follows:

- 6.1 Pursuant to Minnesota States section 473.351, subd. 2, the initial installment of Grant Funds will be made to the Grantee by August 1st for each state fiscal year covered by this Contract.
- 6.2 Subsequent distributions of the Grant Funds to the Grantee will be on a monthly basis via wire transfer.
- 6.3 Monthly payments, and annual total revenue, will be based upon actual receipts received from the State. This number may be higher or lower than forecasted budgeted amounts.

7. Reporting

The Grantee will provide the Council with an annual report of all eligible operation & maintenance expenses after the start of the new calendar year and prior to the beginning of a new state fiscal year. Grantee will provide the annual report and supporting data in a format as requested by the Council (e.g., in excel document rather than PDF), and Grantee shall provide the Council with any additional follow-up information reasonably requested by the Council to meet the Council's reporting requirements.

Council will:

- Communicate all known reporting requirements and anticipated deadlines By January 15th of each calendar year; and
- Send a specific detailed data request for each report and provide at least a 30-day notice for any material changes to the reporting requirements and anticipated deadlines unless unable to do so due to lack of notice by the State government.

8. Compliance with State Law

The Grantee agrees to comply with applicable state law, rule and regulation pertaining to the use of the Grant

**METROPOLITAN COUNCIL GRANT AGREEMENT FOR
METROPOLITAN AREA REGIONAL PARKS OPERATION & MAINTENANCE
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Funds.

9. Monitoring Activities.

To assist the Council in monitoring compliance with this Contract, the Grantee agrees to attend meetings requested by the Council and to permit site visits by Council staff, during business hours, upon reasonable notice.

10. Changed Conditions.

The Grantee agrees to notify the Council immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect the Grantee's ability to perform in accordance with the terms of this Contract.

11. Contact Persons.

The authorized contact persons for receipt of notices, reports, invoices, and approvals under this Contract are:

Council:

Nicole Clapp
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101-1805
(651) 602-1723
nicole.clapp@metc.state.mn.us

Grantee:

Kristopher Lencowski
Ramsey County Parks & Recreation
2015 Van Dyke Street
Maplewood, MN 55101
(651)266-0300
kristopher.lencowski@ramseycounty.us

Or such other person(s) as may be designated in writing for itself by either party.

12. Assignment.

The Grantee may not assign or transfer any rights or obligations under this Contract without the prior written consent of the Council.

13. Amendments.

Any amendment to this Contract must be in writing and signed by the necessary authorized representative(s) of the Parties.

14. Waiver.

If either Party fails to enforce any provision of this Contract, that failure shall not be deemed evidence of a waiver of its right to enforce this Contract.

15. Entire Agreement

This Contract is the complete agreement between the Council and the Grantee. No other understanding regarding this Contract, whether written or oral, may be used in the interpretation of this Contract.

16. Liability.

Each Party shall be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Parties' liability shall be governed by the provisions of the Minnesota Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law.

**METROPOLITAN COUNCIL GRANT AGREEMENT FOR
METROPOLITAN AREA REGIONAL PARKS OPERATION & MAINTENANCE
ALLOCATION**

17. Audits.

Under Minnesota Statutes, Section 16C.05, sub. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the end of this Contract.

18. Government Data Practices.

The Parties shall comply with Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act.

19. Workers' Compensation.

The Grantee represents that it follows Minnesota Statutes, Section 176.181, sub. 2, pertaining to workers' compensation insurance coverage. Neither Grantee nor its employees or agents are Council employees. Grantee agrees that 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 not the Council's obligation or responsibility.

20. Governing Law, Jurisdiction, and Venue.

Minnesota law governs this Contract. Venue for all legal proceedings arising out of this Contract shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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

RAMSEY COUNTY


METROPOLITAN COUNCIL

By: _____
Trista Martinson,
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: 10/23/2023

Approved as to form

By: 
Its: Assistant County Attorney
Date: October 13, 2023

