

**CONSERVATION PARTNERS LEGACY GRANT PROGRAM
ENCUMBRANCE WORKSHEET**

**Ramsey County Parks & Recreation department/ Battle Creek Woodlands
Enhancement Project**

State Accounting information:

SWIFT Contract Doc. Type: _____ **SWIFT Contract #:** _____
SWIFT Contract Line # (Annual Plans): _____ **SWIFT Purchase Order #:** _____

Agency: R2901	Submitted By: David Stein	Origin: A24	Vendor #: 0000196508	Category Code: 84101501
Total Amount of Contract for ALL years:	\$412,300		Total Amount of Contract: \$ 412,300	For FY: 24
Total Amount of Contract:	For FY:		Total Amount of Contract: \$	For FY:

Contract Start Date: **Upon Execution** Speedchart Name: _____
 Contract Expiration Date: **June 30, 2027** Speedchart Number: _____

Grantee Name and Address: Ramsey County, a political subdivision of the State of
Minnesota, on behalf of its Parks & Recreation Department
2015 Van Dyke St
Maplewood, MN 55109

Did you remember to:

Check for debarred vendor? ☒ Yes ☐ NoCheck for annual plan limit? ☒ Yes ☐ NoWork on state lands? ☐ Yes ☐ NoPO Reference: **DS-FY24 CPL Battle Creek Woodlands Enhancement Project**

Description: **FY2024 CPL 1; Ramsey County Parks & Recreation department, Battle Creek Woodlands Enhancement Project . The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	24	\$412,300	2300	R2936725	R296K48	441302		2W205	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

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STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
Ramsey County Parks & Recreation department/ Battle Creek Woodlands
Enhancement Project

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Parks & Recreation Department, 2015 Van Dyke St, Maplewood, MN 55109 ("Grantee").

Recitals

1. Under Minnesota Laws 2023, Regular Session, Chapter 40, Article 1, Section 2, Subd. 5(w), and [Minnesota Statute § 84.026](#) the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat. § 16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under [Minn. Stat. § 16B.98](#), Subd. 5. Per, [Minn.Stat. § 16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** **June 30, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat. § 16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2021, First Special Session, Chapter 1, Article 1, Section 2, Subd. 5(q), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2021 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/fy22-rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.

- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must be submitted prior to or with the request for final payment.
- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

- 2.9 To provide Grantee up to **\$412,300** for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

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

4 Project Requirements

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.
- 4.4. **Restoration and Management Plan.** *Hereinafter known as R&M Plan.*
 - (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration

and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

4.5 **Timely written contact of Conservation Corps Minnesota.** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.6 **Pollinator Best Management Practices.** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

4.7 **Prescribed Burning on State Lands.** For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at <https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribed-burn-handbook.pdf>.

4.8 **Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$412,300**.

6.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2027**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and

satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

- 6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

7 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

9 Authorized Representative

The State's Authorized Representatives:

David Stein
CPL Program Administrator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5375
david.stein@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
Michael Goodnature	Grace Pearson
Natural Resources Manager	Accountant
2015 Van Dyke St	2015 Van Dyke St
Maplewood, MN 54015	Maplewood, MN 55109
	grace.pearson@co.ramsey.mn.us
651-266-0373	651-266-0320

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract 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 State's failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee's project, as described in the FY2021 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker's 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 State 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 State's obligation or responsibility.

12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination

by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. 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 State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 **Intellectual Property Rights.**

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) **Obligations**

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual

property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) ***Uses of the Works and Documents.***

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) ***Possession of Documents.***

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

15.1 Data Compatibility. Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 Data Availability. To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

16.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For 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.

16.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

17 Governing Law, Jurisdiction, and Venue

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

18 Accessibility and Safety

18.1 Accessibility. Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

18.2 Safety. All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

22.1 (a) **Termination by the State.** The State may immediately terminate this grant contract 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.

22.1 (b) **Termination by the Commissioner of Administration.** The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

22.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

23 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities.

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management [Conflict of Interest Policy](#)

for State Grant Making (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat. '§ 16A.15 and 16C.05.

By: _____

Date: _____

Purchase Order Number:

Contract #: _____

3. DEPARTMENT OF NATURAL RESOURCES

By: _____

with delegated authority

Name: Dave Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Name: _____

Title: _____, Ramsey County Board of

Commissioners

Date: _____

By: 

Name: Mark McCabe

Title: Director, Ramsey County Parks & Recreation

Date: 02/16/2024

By: _____

Name: Mee Cheng

Title: Chief Clerk

Date: _____

APPROVED AS TO FORM:

By: 

Name: Kathleen Ritter

Title: Assistant Ramsey County Attorney

Date: 2-15-2024

**DIVISION OF FISH AND WILDLIFE
CONSERVATION PARTNERS LEGACY GRANT**

Revision: 20191104

Data Date: December 29, 2023

PROJECT CONTACT

Project Name: Battle Creek Woodlands Enhancement Project
Organization Name: Ramsey County Parks & Recreation department
Organization Type: Government
Mailing Address 1: 2015 Van Dyke St
City, State ZIP Code: Maplewood, MN 54015

Project Manager: Michael Goodnature
Title: Natural Resources Manager
Phone: 651-266-0373
Email: mike.goodnature@co.ramsey.mn.us

PROJECT OVERVIEW**Sites / Location**

County Name: Ramsey
Project Site Name: Battle Creek Regional Park
Total Project Sites: 2
Total Project Acres: 226

Land Ownership

Primary Land Ownership: County
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Forest
Additional Types: (N/A)

Activities

Primary Activity: Enhancement
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: Metro
Grant Request Level: Over \$25,000

Total Grant Amount Requested:	\$412,300
Total Match Amount Pledged:	\$44,000
Additional Funding Amount:	\$0
Total Project Cost:	\$456,300

PROJECT SUMMARY

Battle Creek Regional Park is located in the southeast corner of Ramsey County in the cities of Saint Paul and Maplewood. The main part of the Battle Creek Park consists of 846 acres comprising of mainly native woodlands that provide essential habitat to numerous wildlife, including migrating birds within the Mississippi flyway, in an otherwise highly urban environment. Over the past 8 years, 196 acres of primarily old growth oak woodlands have been restored with funds provided through the CPL grant program and maintained with funds provided by Ramsey County Parks & Recreation. This work has included invasive species removal and control, including mainly buckthorn, prescribed burns of select areas, native seeding, and planting of thousands of oak seedlings. Some of the woodlands has responded very well to this work and a lot of native understory has flourished in certain areas. Some areas require further enhancement to help further preserve the oak woodlands and boost the native understory. The proposed Battle Creek Woodlands Enhancement Project will enhance these different woodland sites through further control of woody invasives species, prescribed burning and stimulating the oak woodlands by opening the canopy and seeding native understory plants in select areas and expand the restoration into the east side of Battle Creek Park in a 30 acre old growth oak area.

PROBLEM STATEMENT

The problem is that there are areas throughout the adjoining woodlands that have lower quality native understory and increased invasive woody species. If these sections are not further enhanced to allow for easier management, they will inevitably encroach into the higher quality sections. By opening up the canopy, removing invasive species and allowing for native understory growth will create a system that will allow for prescribed burns, the best and most cost-effective management tool. To determine these locations a recent inventory of the woodlands was completed this summer 2023. The results pinpointed locations of further

CONSERVATION PARTNERS LEGACY GRANT

PROBLEM STATEMENT *(Continued)*

enhancement required and areas in better health. Each woodland site was then delineated and prioritized as level A, B or C. This level refers to the quality of the land cover (amount of native vegetation observed) and the corresponding current density of invasive woody species, primarily buckthorn. Level A is highest quality land cover with low density of buckthorn. Level B is medium to high quality land cover with low to medium density of buckthorn. Level C is lowest to medium quality of land cover with medium to high density buckthorn. The 30-acre expansion area was found to have high quality old growth oak woodlands that need enhancement through initial buckthorn removal, and this was added to the project. Resource work in these areas is also described in the natural resources section of the updated Battle Creek Park master plan, online address below and specifications for further woody invasive control have also been drafted, which include performance measures.
<https://www.ramseycounty.us/sites/default/files/Parks%20and%20Recreation/Battle%20Creek%20Master%20Plan%20March%202023.pdf>

PROJECT OBJECTIVES

The expected project results will include establishing high quality native understory to allow for seeding and natural propagation of native herbaceous, shrub and trees consistently throughout the woodlands to allow for prescribed burns through select areas. The benefits will include increased high-quality habitat targeting declining woodland bird species, such as warblers and woodpeckers, to name a few. The measurable results will include required buckthorn suppression performance measures that must be met by the contractor hired. These performance measures are listed in the draft specifications. Any seeding completed will also be measured and warranted to include the following: healthy, vigorous growing condition, and for consistency and completion of coverage at the end of a period of one year from date of substantial completion of project. During the warranty period, re-seed any spots where seed has not germinated within the total seeding area. Continue this procedure until a successful stand of vegetation is growing and accepted by the Owner's Representative. Observable results will include opening up the canopy to 50% or less in certain areas to allow for seed growth. The recent summer inventory and map were used to determine the type of work required for each section and the cost associated, better defining areas where additional enhancement will be required, making the budget as streamlined as possible. These sites are adjacent to hundreds of woodland acres, some of which are currently being restored.

METHODS

Most of the work will be contracted out and the materials will include native seed, shrubs and tree seedlings to plant. The methods for the project will include the following:
The majority of the buckthorn in select areas, throughout level A, B and C is dense and pencil to finger size in diameter and at a height of over six feet, making it hard to cut and stump treat. In the spring/summer of 2024 this buckthorn will be cut down to a height that will allow for foliar spray treatment the following fall in select areas found during the inventory, totaling round 90 acres. Some minimal cutting may be required throughout all 196 acres during the duration of the project, if isolated populations were missed during the inventory. Some isolated populations of black locust found will be girdled and sprayed as well. In 2024- 2025 buckthorn removal will be completed throughout the 30-acre expansion area to further enhance this old growth oak woodlands.
The next step will be to foliar spray buckthorn of hip height or less, within these recent cut areas and beyond, totaling 120 acres in fall of 2024. Follow up foliar will happen in fall of 2025 and 2026. The estimated area for these follow up sprays should be way less in acreage if the job was done correctly in 2024.
In fall 2025 a prescribed burn will be completed in 110 acres.
Throughout 2024, 2025 and 2026 unwanted trees, including ash and others, will be selectively girdled or removed throughout 110 acres to open up the canopy to benefit the oak woods and propagation of understory.
In 2026, following the work completed to open the canopy and prep sites, around 80 acres will be seeded with native seed and shrubs. Oak seedlings will also be order through the MN DNR and planted throughout the 196 acres.
Work will continue into 2027 as need, including follow up buckthorn removal and surveying to determine seed propagation.

EXPERIENCE / ABILITIES

Ramsey County Parks and Recreation has a long-standing history of successfully completing numerous State, local and Federal grant funded projects that have enhanced and restored woodland sites like the proposed project. Ramsey County Parks and Recreation Department owns and manages over 7000 acres of parks and open space and is a natural resource-based park system, with a goal to connect people to nature while persevering and enhancing the resources. One example of this is the Battle Creek Corridor project. This project restored oak woodlands within the proposed project site. As shown in this proposal, the level A areas within the corridor are now flourishing, with some enhancement work adjacent to be completed, as described in this proposal. Work in this area has included prescribed burns, seeding and foliar spraying of reemerging buckhorn. The site is reviewed often by the Natural Resource Manager to ensure proper growth and maintenance of reemerging invasives.

CONSERVATION PARTNERS LEGACY GRANT

EXPERIENCE / ABILITIES *(Continued)*

Throughout this past growing season, the forest floor is alive with native herbaceous vegetation and with the removal of woody material the standing oaks have a chance to regenerate.

PROJECT TIMELINE

Time Frame	Goal
summer 2024	cut buckthorn for foliar prep
fall 2024, 2025, 2026	foliar of buckthorn
fall 2025	prescribed burn of select areas
fall 2026	seed, plant oak seedlings
2024, 2025, 2026	removal of unwanted trees
2027	ongoing maintenance of site

Estimated Project Completion Date: 2027-06-30

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

Ramsey County Parks and Recreation has a long-standing history of working with local agencies in implementing the objectives to meet the goals within the Ramsey County Natural Resource Management Plan, which has been reviewed by local agencies, such as municipalities and watershed districts. This site has been listed within the plan as a high priority site for restoration.

2. Describe any urgency associated with this project.

If this work is not completed in the next few years the environmental risks and cost of restoration will only increase. The further encroachment of invasive species will continue to degrade the woodlands. The remaining understory of the woodland is at high risk given the established buckthorn and will only get more barren with an increasing seed bank and larger mat of buckthorn vegetation. Now is the time to continue with this restoration work at Battle Creek Regional Park. This project will carry on restoration work that connects to high quality restored woodlands.

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

There is full funding secured as a cash match for the requested CPL grant funds that will provided by Ramsey County . The CPL funds requested would not substitute traditional funding . The Battle Creek Regional Park land areas have been identified by Ramsey County Parks and Recreation for quite some time as a prime location for restoration, however, ever growing budget constraints have limited the funds for additional habitat quality enhancement projects that go beyond what is possible with traditional funding. If awarded funding this project stands to implement the conservation ideals of all agencies and stakeholders involved.

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

Being in the metro, hunting is prohibited within the park boundaries. There is no hunting or fishing allowed or available on this site.

5. Discuss use of native vegetation *(if applicable)*.

The grass and forb seed being used for the understory propagation will be from local ecotypes from the St. Paul Baldwin Plains and Moraines or the Anoka Sandplain subsections, if possible and match what is found for natives on site. It is imperative that the species being used for the site are conducive to the natural ecosystems to meet the goal of native reestablishment.

6. Discuss your budget and why it is cost effective.

The cost per acre for this site was projected from the costs to complete the restoration work on the Battle Creek Corridor project, which is adjacent lands with similar land cover and topography. This budget is similar to other projects that have been completed in Ramsey County and surrounding Metro Counties which are commonly based on state contract prices.

CONSERVATION PARTNERS LEGACY GRANT

PROJECT INFORMATION *(Continued)*

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

Ramsey County Parks and Recreation staff provides formal education at Tamarack Nature Center , an environmental learning facility, and informal educational programs to civic, conservation, and scout groups. We provide extensive information on conservation and habitat restoration on our website and handout materials. Our staff works with multiple agencies and nongovernmental organizations to conduct habitat restoration activities and outreach programs associated with restoration work for wildlife habitat improvement. Parks Department has a Program Specialists that focuses in environmental education outreach with the public.

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Grace Pearson

Street Address 1: 2015 Van Dyke St

Title: Accountant

Email: grace.pearson@co.ramsey.mn.us

City, State ZIP Code: Maplewood, MN 55109

Phone: 651-266-0320

Budget Details

Contracts

Contractor Name	Contracted Work	Amount	Grant/Match	In-kind/Cash
TBD	buckthorn cutting	\$162,000	Grant	(N/A)
TBD	foliar 1	\$42,000	Match	Cash
TBD	foliar 2	\$22,000	Grant	(N/A)
TBD	foliar 3	\$20,000	Grant	(N/A)
TBD	prescribed burn	\$110,000	Grant	(N/A)
TBD	seed	\$40,000	Grant	(N/A)
TBD	unwanted tree removal	\$4,300	Grant	(N/A)
TBD	buckthorn expansion area	\$54,000	Grant	(N/A)

Equipment/Tools/Supplies

Item	Purpose	Amount	Grant/Match	In-kind/Cash
oak tree seedlings	plant in oak woods	\$2,000	Match	Cash

Additional Funding

Additional Funding Amount: \$0

Budget Overview

Item Type	Grant	Match	Total
Personnel	-	-	-
Contracts	\$412,300	\$42,000	\$454,300
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	-	-
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	-	\$2,000	\$2,000
Additional Budget Items	-	-	-
Totals:	\$412,300	\$44,000	\$456,300

CONSERVATION PARTNERS LEGACY GRANT

SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

Land Manager

Name: Mark McCabe

Organization: Ramsey County Parks

Title: Director

Phone: 651-266-0303

Email: mark.mccabe@co.ramsey.mn.us

Site Information

Habitat: Forest

Activity: Enhancement

Land Ownership: County

(1) **Site Name:** Battle Creek Park

DOW Lake #: (N/A)

Acres: 226

PLS Section: Township - 28, Range - 22W, Section - 2

Open to Public Hunting?

No

Open to Public Fishing?

No

NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): Yes

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

Natural Heritage Mitigation: Besseyia bullii (Kittentails)

There are known patches of kittentails inside the project site. The site work will not impact the known locations of kittentails. Contractors will be educated on kittentail identification in case there is observations in the project site area.

Juglans cinerea (Butternut)

There are known Butternut trees documented inside the project site. Contractors will be educated on Butternut identification and all Butternut found in the project site will be preserved.

Bombus affinis (Rusty-patched Bumble Bee)

A single bee was observed outside the project area in 2016, but within one mile and the site is marked as bee habitat from observation in the 1930's and 1950's. Contractors will be educated on bee history and identification and bee habitat will be enhanced throughout this project.

ATTACHMENTS

Additional Documentation

Attach additional documentation as applicable using the appropriate categories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

Supplemental Document

File Name

Description

Battle_Creek_Woodlands_Enhancement_Project_MAP.pdf

site map

BC_MaintenanceSpecs__2023__MG.pdf

maintenance specs

Field_Inventory_Map_August_2023.pdf

field inventory map

FINAL APPLICATION SUBMISSION

P I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.

CONSERVATION PARTNERS LEGACY GRANT

FINAL APPLICATION SUBMISSION *(Continued)*

P I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.

P I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.

P I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.

P I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.

P I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: Michael Goodnature

Organization / Agency: Ramsey County Parks & Recreation department

Title: Natural Resources Manager

Date Signed: September 19, 2023

(CPL Grant Application ID = 2340)