

**Capitol Region Watershed District
PARTNER GRANT AGREEMENT**

This Grant Agreement (Agreement) is entered into between Capitol Region Watershed District (“DISTRICT”), a political subdivision of the State of Minnesota; and the City of Saint Paul on behalf of its Police Department - Police Activities League (“GRANTEE”) and shall be effective as of the date it is signed by both parties.

WHEREAS, the DISTRICT has established a grant program to provide financial assistance to various individuals or organizations to protect and improve water resources within the DISTRICT; and

WHEREAS, the mission of the DISTRICT is to protect, manage and improve water resources of the DISTRICT by encouraging water resource stewardship in the watershed district; and

WHEREAS, the GRANTEE has presented a proposal (Project) that the DISTRICT believes will further its mission;

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. SCOPE OF PROJECT

The GRANTEE will perform the Project as described in Exhibit A, with total grant funding not to exceed \$10,000.00. Only staff time and materials associated with the project are eligible for reimbursement.

2. GENERAL CONDITIONS

A. Non-Assignment

The GRANTEE shall not assign any part or all of this Agreement to any other person without the prior written consent of the DISTRICT.

B. Independent Contractor

The GRANTEE is an independent contractor and neither the GRANTEE, its agent, employees, assigns nor other persons while engaged in the performance of the Project shall be considered employees of the DISTRICT. Nothing contained in the Agreement shall be construed to create the relationship of co-partners, joint ventures or a partnership or association between the DISTRICT and the GRANTEE.

C. Hold Harmless

Each party agrees that it will be responsible for its own acts and omissions and the results thereof, to the extent authorized by law, and shall not be responsible for the acts or omissions of the other party and the results thereof.

Nothing in this Agreement shall be construed as a limitation or waiver of any immunities, defenses, or other limitations on liability to which the parties are entitled by law.

The GRANTEE agrees to defend, indemnify and hold the DISTRICT, its officials, agents and employees harmless from any claims, demands, actions or causes of action, including attorneys’ fees, arising out of any act or omission of the GRANTEE, its agents or employees in the performance of the Project and Agreement.

D. Alteration

No alteration, variation, modification or waiver of the provision of the Agreement is valid until it is agreed to by both parties in writing and signed by both parties.

- E. **Insurance** GRANTEE is self-insured and if requested by the DISTRICT, GRANTEE will provide written proof thereof.

F. **Termination**

The DISTRICT may suspend or terminate the Agreement for failure of the GRANTEE to meet the terms of the Project and Agreement. In such case, the DISTRICT shall provide written notice to the GRANTEE identifying the basis for suspension or termination and providing GRANTEE a reasonable amount of time to cure any stated breach of the terms of the Project and Agreement. If the breach is not cured within the time stated by the DISTRICT, the DISTRICT shall send notice to GRANTEE, which notice shall include the effective date of the suspension or termination. The GRANTEE shall discontinue further performance or expenditure of funds as related to the Project and Agreement on the effective date provided by the DISTRICT.

G. **Compliance With Applicable Law**

The GRANTEE shall comply with all applicable federal, state and local laws and regulations, and apply, pay for and obtain all permits or licenses necessary for the performance of the Project and Agreement.

H. **Documents**

The DISTRICT, its authorized representative or the State Auditor shall have full access to all documents relating to the performance of the Agreement. The GRANTEE shall maintain records for all services provided under the Agreement and retain those records for seven (7) years following the termination of the Agreement.

I. **Data Practices**

The GRANTEE's performance of this Agreement and all documents related thereto are governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and applicable federal law.

J. **Publicity and Endorsement:**

- a. **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the DISTRICT as a sponsoring agency. For purposes of this provision, publicity includes traditional and digital media and communications, including but not limited to social media channels, website, photography, videography, notices, informational pamphlets, press releases, research reports, signs and similar public notices by or for the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. Please reference the DISTRICT's Communications Toolkit provided by staff during the spring workshop for style and branding requirements.
- b. **Endorsement.** The GRANTEE must not claim that the DISTRICT endorses its products or services.

K. **Interpretation/Venue**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. Any litigation involving this Agreement shall be conducted in the State of Minnesota.

L. Term

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

M. Ownership

All work products, including but not limited to concepts, ideas, layouts, drawing, maps, models, computer programs or simulations, photography, scripts, graphics, reports and recommendations become the property of the DISTRICT upon completion of the Project. The GRANTEE shall be entitled to retain copies of all work products.

N. Entire Agreement

This Agreement and Exhibit shall constitute the entire Agreement between the DISTRICT and the GRANTEE and shall supersede all prior oral and written Agreements or negotiations.

O. Final Report

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

3. PAYMENT

The DISTRICT shall reimburse the GRANTEE a total not to exceed \$10,000.00 of actual documented costs upon completion of the Project and receipt and review of a Final Report (Condition O).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the respective duly authorized representatives as of the day and year written:

FOR THE GRANTEE:

By: _____
(Title): Assistant Chief of Police

Date: _____

FOR CAPITOL REGION WATERSHED DISTRICT:

By: _____
(Title): Administrator

Date: _____

FOR THE GRANTEE:

By: _____
(Title): Deputy Mayor

Date: _____

FOR THE GRANTEE:

By: _____
(Title): Director of Financial Services

Date: _____

FOR THE GRANTEE:

By: _____
(Title): City Attorney, Approved as to Form

Date: _____



Capitol Region Watershed District

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Exhibit A

City of Saint Paul Police Dept - Police Activities League's Urban Students Become Urban Ice Anglers

Project Name: Urban Students Become Urban Ice Anglers

Project Summary: We propose to give 2000 Saint Paul school students an opportunity to ice fish on Como Lake – an expansion of a partnership between the SPPD's Police Activities League (PAL), the Urban Ice Anglers initiative now run by Elpis Enterprises, and Saint Paul Schools. We also expect 160 school staff and parent chaperones to participate.

The proposed activities promote the Capitol Region Watershed because the youth learn about Como Lake, ice safety, water cleanliness and the importance of keeping our lakes clean from trash. It also introduces them to a hobby that gets them personally invested in keeping the watershed clean. From past fishing trips, it is clear that many children do not recognize something as simple as the fact that trash thrown in the ice or snow ends up in the water when the spring comes.

During a similar partnership in the winter of 2022-23, 577 students gained experience as Urban Ice Anglers. With the proposed funds, we can expand the partnership to accommodate as many as 250 students ice-fishing in a single day, with two classrooms of students (average 25 students per classroom) rotating each hour for five hours. We expect to host 8 days, for a total of 2000 students.

A February 2023 article describing this cooperation between SPPD and Urban Ice Anglers to promote ice fishing on Como Lake can be found here:

<https://district10comopark.org/know-your-como-angling-for-fish-under-the-ice/>

Approved Tasks and Funding Levels

Task 1 Name: Ice Fishing on Como Lake	Task 1 CRWD Funding Approved = \$10,000.00
Task 1 Staff Costs = \$5,344.00	Task 1 Material Costs and Other Expenses = \$4,656.00
Task 1 Description: We propose to give 2000 Saint Paul school students an opportunity to ice fish on Como Lake – an expansion of a partnership between the SPPD's Police Activities League (PAL), the Urban Ice Anglers initiative now run by Elpis Enterprises, and the Saint Paul schools. Introducing the youth to ice fishing promotes knowledge of the Capital Region Watershed – in particular Como Lake - and gets the youth personally invested in keeping the watershed clean.	

The activity of kids on Como Lake also draws the attention of other residents, who stop by and informally learn more about the work and the watershed.

The proposed partnership also builds trust in law enforcement – research shows that even one positive encounter with police can improve cooperation. And it creates paid opportunities for Elpis Enterprises Interns, thus providing paid work experience and job training for several young people between ages 16-23 who are experiencing homelessness.

Requested staff costs are for 176 hours of Elpis Enterprise staff time (Program Manager and two interns). Other costs are for equipment (ice houses, sleds, boots, bibs, auger, heaters, poles), propane and bait. The value of donated labor and other materials contributed to this project by the SPPD, Elpis and Saint Paul Schools is estimated at an additional \$25,000.

Task 1 Deliverables and Outcomes: If funded, the primary Deliverable is that 2000 students will be introduced to ice fishing on Como Lake. This breaks down as 250 students per day (10 rotating classes of 25 each over five hours per day, over eight days).

The primary Outcome is that participating youth will show increased understanding of fishing and the value of clean water. Both PAL and Elpis Enterprise use very simple pre- and post-surveys as part of the evaluation of their activities, using yes/no questions or a four-point scale (using emojis for younger children).

We intend to develop a survey to gather simple but meaningful data about the students' experiences, and how they can help keep the watershed clean – such as “have you ever been to Como Lake” (before the ice fishing) and “would you like to go back to Como Lake” (after), or “I know how to keep the lake clean” (answered before and after the activity). When possible, we will get the teachers to administer the surveys in the classroom, rather than trying to do so on during the busy days of ice fishing. We expect to see a significant increase in the cumulative scores between the pre- and post-surveys.

Although not a deliverable or outcome per se, we also ask the participating teachers for feedback, so we can learn from them and improve the experience in the future.

Total Approved Funding for Staff = \$5,344.00

Total Approved Funding for Materials and Other Expenses = \$4,656.00

Total Approved CRWD Funding = \$10,000.00