

SAMPLE

Be Active! Be Green! Bench Grant Agreement

This agreement dated _____, 2023 is between the County of Ramsey ("COUNTY") and _____ ("GRANTEE").

RECITALS

- A. GRANTEE has requested COUNTY provide Be Active! Be Green! benches for placement on property GRANTEE owns or operates.
- B. COUNTY wishes to provide the requested benches and wishes to ensure that they will be placed as proposed and will be maintained.

AGREEMENT

THE COUNTY and GRANTEE AGREE THAT, in consideration of the COUNTY providing the indicated number of benches for no charge, the GRANTEE:

- A. Has a legal right to the trail, path, sidewalk, or other right-of-way ("right-of-way") upon which the benches will be installed. The legal right may be in the form of fee title, permanent recorded easement, or lease with a remaining term of no less than 20 years.
- B. Will provide transportation of the benches from a central distribution location to a safe and secure location prior to its transport to the location of installation, at GRANTEE's expense, within two weeks of being notified by email that the benches are ready for pick up. The safe and secure location shall provide protection of the bench from condition that may cause damage beyond normal wear and tear.
- C. Will assemble and install the provided benches, at GRANTEE's expense, on publicly accessible right-of-way at the locations indicated on Attachment A, and in accordance with the plans and details contained in the Be Active! Be Green! Bench Initiative documents and grantee's application attached here to as Attachment B, within one year of receipt. Installation shall include attaching the bench to a base sufficient to provide security and stability of the benches. The location and pad must meet Americans with Disability Act requirements.
- D. Will promote the availability of benches and the Be Active! Be Green! Bench Initiative to its residents and other visitors through its customary and usual communications tools including any community newsletter, organizational website, or other common means of communication and will be a part of the Active Living Ramsey Communities Coalition by being a part of its mailing lists and attend meetings when possible.
- E. Ensure each bench is maintained in safe and usable condition. The GRANTEE agrees that benches will be available for use by all people regardless of race, gender, economic background, or national origin.
- F. The GRANTEE is solely responsible for the future maintenance, repair, upkeep, or replacement of all benches installed.
- G. Will provide the specific location data for each bench in a format that can be integrated with the COUNTY's geographical information system (GIS).

- H. Will provide a photograph of each bench installed for use by COUNTY for its reporting, messaging, and marketing purposes.

OTHER TERMS:

- I. CANCELLATION and REMOVAL: GRANTEE agrees that, in the event a bench is removed or not maintained, that GRANTEE will reimburse COUNTY for the cost of the bench at a pro-rated amount based on a twenty-year useable life. If the bench is reinstalled at an COUNTY approved replacement location, either owned by GRANTEE or another partner, COUNTY may waive the reimbursement requirement.
- J. LIMIT OF COUNTY PARTICIPATION: The County's participation in this agreement is limited to providing funding for the initial supply of benches, coordinating delivery, and ensuring the benches are located, installed, maintained, and repaired, as it determines is necessary and as provided herein. Nothing herein shall be deemed to require the County to pay or perform maintenance, repair, or replacement on the provided benches.
- K. INDEMNIFICATION: The GRANTEE shall defend and indemnify the COUNTY, its officers, agents, and employees from all claims and causes of actions relating to or arising from the GRANTEE's installation, use, and maintenance of the benches, or their use and availability to visitors and other members of the public. This provision shall survive any termination of this agreement.
- L. ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations and any amendments to this Agreement shall be in writing.

This Agreement is duly executed on the last date written below.

RAMSEY COUNTY

GRANTEE

By: _____

By: _____

Ryan O'Connor, County Manager

Print Name: _____

Date: _____

Date: _____

Approval Recommended:

Brian Isaacson, Director

Ramsey County Public Works

Approved as to form:

Assistant County Attorney