

FISCAL AGENT AGREEMENT

THIS AGREEMENT is made the 17th day of February, 2022 by and between Wilderness in the City, a 501C3 nonprofit corporation and Metro Blooms, a 501c3 nonprofit corporation for the LCCMR funded project Restoring Turf to Native Pollinator Gardens Across Metro.

Recitals:

- A. **Wilderness in the City** is a Minnesota 501(c)(3) nonprofit corporation
- B. **Wilderness in the City** is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), based on the charitable purposes described above for which **Wilderness in the City** was organized.
- C. **Wilderness in the City** was recommend for a grant from the Legislative-Citizen Commission on Minnesota Resources (the "Grant"), and in connection therewith, the Minnesota Department of Natural Resources ("DNR") will administer the Grant in accordance with its terms.
- D. One of the requirements of Wilderness in the City receiving the Grant is that Wilderness in the City must acquire the services of a fiscal agent to perform certain services in relation to the Grant.
- E. Wilderness in the City desires to enter into this Agreement with Metro Blooms to retain Metro Blooms as Wilderness in the City s "fiscal agent" in relation to the Grant.
- F. Metro Blooms has agreed to act as Wilderness in the City's fiscal agent in relation to the Grant pursuant to the terms of this Agreement.

Agreement:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is acknowledged by the parties hereto, agree as follows:

1. RESPONSIBILITIES UNDER THIS AGREEMENT.

- 1.1 Authority. Wilderness in the City hereby appoints Metro Blooms to act as its fiscal agent in relation to the Grant and pursuant to the terms of this Agreement, and Metro Blooms hereby accepts such appointment.
- 1.2 Responsibilities of FISCAL AGENT. As the fiscal agent of Wilderness in the City, Metro Blooms shall perform the following:

- 1.2.1 Upon Wilderness in the City's notice to Metro Blooms, Metro Blooms shall submit to the DNR approvals of payment requests made by Wilderness in the City to the DNR in relation to the Grant (for purposes of clarity, Metro Blooms shall establish and maintain an account on behalf of Wilderness in the City, and receive for the benefit of and disburse funds on behalf of Wilderness in the City; all Grant-related funds will be paid, subject to this Agreement, directly from the DNR to Metro Blooms);
 - 1.2.2 Based on information reasonably requested by Metro Blooms and provided by Wilderness in the City to Metro Blooms, Metro Blooms shall assist in managing Wilderness in the City's fiscal integrity and accountability for expenditures of Grant-related funds in accordance with this Agreement (including, but not limited to, adhering to the DNR reimbursement manual and the policies and statutes outlined by Office of Grants Management and the Office of the Legislative Auditor);
 - 1.2.3 Based on information reasonably requested by Metro Blooms and provided by Wilderness in the City to Metro Blooms, Metro Blooms shall maintain proper accounting records and adequate documentation;
 - 1.2.4 Based on signed statements reasonably requested by Metro Blooms and provided by Wilderness in the City to Metro Blooms and annual interviews conducted by Metro Blooms with Wilderness in the City, Metro Blooms SHALL ensure all Wilderness in the City board, officers, and staff comply with the DNR conflict of interest policy;
 - 1.2.5 Based on information reasonably requested by Metro Blooms and provided by Wilderness in the City to Metro Blooms, Metro Blooms shall review requests for reimbursement including all necessary supporting documentation;
 - 1.2.6 Metro Blooms shall review financial information provided by Wilderness in the City to Metro Blooms, to ensure that such financial information prepared by Wilderness in the City is consistent with Metro Blooms' financial information;
 - 1.2.7 Based on two-page reports reasonably requested by Metro Blooms and provided by Wilderness in the City to Metro Blooms during the Term, Metro Blooms shall respond to audit findings and monitor reports;
 - 1.2.8 Metro Blooms shall evaluate RFPs developed by Wilderness in the City pursuant to Section 1.3.5 of this Agreement.
- 1.3 Responsibilities of Wilderness in the City. Wilderness in the City shall perform the following:
- 1.3.1 Provide information reasonably requested by Metro Blooms to Metro Blooms in relation to Metro Blooms' performance of its duties pursuant to Sections 1.2.1, 1.2.2, 1.2.3, and 1.2.5 of this Agreement;
 - 1.3.2 Provide signed statements reasonably requested by Metro Blooms to Metro Blooms in relation to Metro Blooms' performance of its duties pursuant to Section 1.2.4 of this Agreement;

- 1.3.3 Provide two-page reports reasonably requested by Metro Blooms to Metro Blooms in relation to Metro Blooms' performance of its duties pursuant to Section 1.2.7 of this Agreement;
 - 1.3.4 Provide financial information to Metro Blooms in relation to Metro Blooms' performance of its duties pursuant to Section 1.2.6 of this Agreement.
 - 1.3.5 Metro Blooms shall develop RFPs, oversee all RFP bids for contracting work, and ensure that proper Minnesota procedures for contracting are followed and documented;
 - 1.3.6 Metro Blooms shall procure contracts or obtain written agreements;
 - 1.3.7 Metro Blooms shall monitor all contracts (contractors) for compliance with their contract including but not limited to: hours worked, tasks completed, proper permitting, and compliance with prevailing wage laws if necessary.
- 1.4 Indemnification. Wilderness in the City hereby agrees to defend, indemnify and hold harmless Metro Blooms from any liability, claims and/or causes of action (collectively, "Claims") arising out the performance of Metro Blooms's duties under Section 1.2.3 of this Agreement, to the extent that such Claims arise out of information provided by Wilderness in the City to Metro Blooms pursuant to Sections 1.3.1 and 1.2.3 of this Agreement.

2. MISCELLANEOUS.

- 2.1 Relationship of Parties. In making and performing this Agreement, the parties hereto act and shall act at all times as independent contractors, and nothing contained in this Agreement shall be construed or implied to create an employment relationship, partnership or joint venture among the parties hereto.
- 2.2 Termination: This Agreement's term commences on the effective date set forth on the first page of this Agreement, and shall continue until terminated pursuant to this Section 2.2 (the "Term"). Either party hereto may terminate this Agreement upon 30 days' written notice to the other party hereto, in the event that the DNR states in writing that this Agreement may be terminated. Either party hereto may terminate this Agreement upon 30 days' written notice to the other party hereto for any reason. The State or Grantee may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice, and with the approval of the Legislative-Citizen Commission on Minnesota Resources. Upon termination, the Fiscal Agent on behalf of the Grantee will be entitled to payment for services satisfactorily performed, as determined by the LCCMR. If the contract between the Grantee and Fiscal Agent is terminated, the Grantee will be out of compliance with their work plan and must notify the LCCMR and the State immediately. Repayment of previous reimbursements may be required if the LCCMR determines deliverables were not met.
- 2.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to agreements made and to be performed within such State.
- 2.4 Entire Agreement: Amendment. This Agreement shall supersede any prior oral or written

understandings or communications between the parties hereto and constitutes the entire agreement of the the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing and as signed by both parties hereto. Should any part of this Agreement be deemed invalid or unenforceable as for any reason whatsoever, the remaining portions hereof shall remain in full force and effect as though those portions deemed invalid or unenforceable had never been included therein.

2.5 Assignment. This Agreement may not be assigned by either party hereto without the prior written consent of the other party hereto. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

2.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

For: Wilderness in the City

For: Metro Blooms

By: Maryann Passe

By: Buckley Rice

Its: Board Chair

Its: Executive Director

Date: 02/17/2022

Date: 02/17/2022