

CAPITOL REGION WATERSHED DISTRICT
GRANT AGREEMENT

Re: Cost Share Grant Funding for Design and Construction of BMPs for _____
Included Exhibits: A. Project Definition
B. Grant Award Summary

THIS AGREEMENT is entered into this ____ day of _____, 2014, by and between _____, hereinafter referred to as the "Grantee", and the Capitol Region Watershed District, hereinafter referred to as the "District".

WITNESSETH:

WHEREAS, the District has an approved Watershed Management Plan which includes funding for implementing Best Management Practices throughout the Watershed District; and

WHEREAS, the District has adopted and approved the 2014 Budget and Workplan which includes funding for Special Projects and Grants; and

WHEREAS, the District and the Grantee have worked cooperatively to develop a project approach that is acceptable to both parties; and

WHEREAS, the District and the Grantee have a desire design and construct drainage and site improvements to improve runoff leaving _____; and

WHEREAS, the District Board of Managers has authorized payment of no more than \$ _____ for the design and construction of drainage and site improvements; and

WHEREAS, the Grantee is committed to funding the remainder of the project costs;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Project: The Grantee shall perform the Project as defined in Exhibit A, as approved by the District.

2. Payment: The District shall make a grant to the Grantee in an amount not to exceed \$ _____. The grant is limited to costs associated with items identified in Exhibit B. Payment will be in the form of reimbursement for actual costs, following receipt of documentation from the Grantee that the work has been completed satisfactorily.

The Grantee shall complete the project and request reimbursement no later than _____.

3. Functionality: If the Project is a physical improvement, the Grantee shall ensure that the Project is fully functional, adequately maintained and meets the specifications of the grant application for a period of 15 years. If the Project is a study or analysis, the Grantee shall make the final Project available to the public, or shall provide a copy to the District.

4. Reports: The Grantee will invite the District to key planning meetings and provide periodic updates during the design process. Reports shall provide information on project status, draft and final deliverables, project meeting summaries and other relevant work products for the project. If the project is

a physical improvement, the grantee must obtain written approval of the final plans and specifications from the District prior to construction.

5. Liability: The Grantee agrees to defend, indemnify and hold harmless the District against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement, whether by the parties or by their agents, employees or contractors. Neither the District, or the Grantee, if applicable, waive any immunities provided by any law or doctrine, including those of Minnesota Statutes Chapter 466. Nothing herein shall be construed to allow a claimant to obtain separate judgments or separate liability limits from the individual parties.

6. Modification: It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.

This agreement shall remain in full force and effect until _____, unless earlier terminated by mutual agreement of the Grantee and the District.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

GRANTEE

CAPITOL REGION WATERSHED DISTRICT

By _____

By _____

Name _____

Joseph Collins
Board President

Title _____

By _____

By _____

Name _____

Mark Doneux
District Administrator

Title _____

Approved as to Form:

By _____

James A Mogen
Assistant Ramsey County Attorney
Attorney for CRWD