



## Capitol Region Watershed District

595 Aldine Street • Saint Paul, MN 55104

T: 651-644-8888 • F: 651-644-8894 • [capitolregionwd.org](http://capitolregionwd.org)

### **CAPITOL REGION WATERSHED DISTRICT WATER QUALITY CAPITAL IMPROVEMENT PROJECT GRANT AGREEMENT**

Re: Cost Share Grant Funding for Design and Construction of stormwater BMPs for Midway Peace Park

Included Exhibit(s): A. Project Plans

THIS AGREEMENT is entered into this \_\_\_\_day of \_\_\_\_\_, 2019, by and between the City of Saint Paul, hereinafter referred to as the “Grantee”, and 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 stormwater Best Management Practices throughout the Watershed District; and

WHEREAS, the District has adopted and approved the 2019 Budget and Workplan which includes funding for Capital Improvement Projects; 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 to design and construct drainage and site improvements to improve runoff leaving Midway Peace Park; and

WHEREAS, the District Board of Managers has authorized payment of no more than \$295,000 for the 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 \$295,000. The grant is limited to actual eligible costs associated with items identified in Exhibit A. Payment will be in the form of reimbursement for actual eligible 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 December 31, 2020.

3. Functionality: The Grantee shall ensure that the Project is fully functional, adequately maintained and meets the specifications of this grant agreement for a period of 25 years.
4. Reports: The Grantee will invite the District to key planning meetings and provide periodic updates during the design construction process. Reports shall provide information on project status, draft and final deliverables, project meeting summaries and other relevant work products for the project. The grantee must obtain written approval of the final plans and specifications from the District prior to construction.
5. Liability: Grantee agrees to defend and indemnify the District against any claims, losses or damages resulting from Grantee's performance of duties under this Agreement, except to the extent such claims, losses or damages arise from District's gross negligence or intentional misconduct. Neither the District, nor 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. Grantor/Grantee relationship: Grantor acknowledges and agrees that Grantor is not an employee of the District, and is not entitled to any rights, privileges, or benefits provided by District to its employees. Grantee is not a contractor of goods or services to the District. This agreement does not establish a joint powers agreement or joint partnership between the Grantee and the District.
7. 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.
8. Project Promotion: The Grantee agrees to list the District as a project partner on all public promotion including but not limited to educational signage, promotional materials, and websites.
9. Access and Retention of Records: Grantee acknowledges that records related to this grant may be governed by Minnesota Statutes Chapter 13, as amended ("Minnesota Governmental Data Practices Act") and the Minnesota Rules implementing such Act now in force or hereafter adopted. Further, the Grantee acknowledges that pursuant to Minn. Stat. Sec. 16C.05, subd. 5, the books, records, documents, and accounting procedures and practices related to this grant shall be subject to examination by the District or its representative, and that complete and accurate records of the work performed pursuant to this Agreement shall be kept for a minimum of six (6) years following termination of this agreement for auditing purposes.
10. Termination and Survivability: This agreement shall remain in full force and effect until April 30, 2021, unless earlier terminated by mutual agreement of the Grantee and the District. Those portions that must survive to attribute meaning to them, shall continue after expiration. However, the obligation to reimburse for expenses under the grant shall terminate upon expiration of the agreement.

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

GRANTEE

CAPITOL REGION WATERSHED DISTRICT

By: \_\_\_\_\_  
Name: Mike Hahm  
Title: Director, Parks and Recreation

By: \_\_\_\_\_  
Joseph Collins  
Board President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Office of Financial Services

By: \_\_\_\_\_  
Mark Doneux  
District Administrator

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor's Office

By: \_\_\_\_\_  
James A. Mogen  
Assistant Ramsey County Attorney  
Attorney for the District

Approved as to form:

By: \_\_\_\_\_  
Name: Virginia Palmer  
Title: Assistant City Attorney