

**Capitol Region Watershed District
PARTNER GRANT AGREEMENT**

This Grant Agreement (Agreement) is entered into between the Capitol Region Watershed District (CRWD), a political subdivision of the State of Minnesota; and City of Saint Paul Public Works -- Street Maintenance Division (Grantee), this 7th day of March, 2013.

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

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

WHEREAS, the Grantee has presented a proposal (Project) that the CRWD 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 the Grant Proposal, which is attached as Exhibit A and incorporated as part of this Agreement. **The grant funding will be used for the purchase of 1) carbide cutting edges and 2) pavement temperature sensors by City of Saint Paul Public Works Street Maintenance division. Other work and costs are not 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 CRWD.

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 CRWD. Nothing contained in the Agreement shall be construed to create the relationship of co-partners, joint ventures or a partnership or association between the CRWD and the Grantee.

C. Hold Harmless

The Grantee agrees to defend, indemnify and hold the CRWD, 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 in writing and signed by both parties.

E. Insurance

Grantee shall purchase and/or maintain the insurance necessary to protect the CRWD from claims, which may arise out of, or result from, the Grantee's performance of the Project. Grantee shall provide a copy of all certificates of insurance to the CRWD upon request. It is the sole responsibility of the Grantee to purchase and maintain insurance that may be necessary for performance of the Project and Agreement.

F. Setoff

If damages are sustained by the CRWD as a direct or indirect result of the Grantee's performance of the Project or Agreement, the CRWD may withhold payments (not to exceed the amount of the damages) to the Grantee until the exact amount of damages is determined.

G. Termination

The CRWD may suspend or terminate the Agreement for failure of the Grantee to meet the terms of the Project and Agreement. In such case, the CRWD shall provide written notice to the Grantee specifying the extent of the suspension or nature of the termination and the reasons for it, and the effective date. Upon receipt of such notice the Grantee shall discontinue further performance or expenditure of funds as related to the Project and Agreement.

H. 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. The Grantee is responsible for locating utilities for this project.

I. Documents

The CRWD, 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.

J. 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.

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, 2013** 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 CRWD 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 CRWD and the Grantee and shall supercede all prior oral and written Agreements or negotiations.

O. Final Report

Upon completion of the Project, the Grantee may be required to prepare a Final Report of the Project's implementation and benefit and submit it to the CRWD within 30 days of completion of the Project.

3. PAYMENT

The CRWD shall reimburse the Grantee a total not to exceed **\$10,000.00 of actual documented costs** pending completion of the Project and receipt of Final Report.

IN TESTIMONY 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 CAPITOL REGION WATERSHED DISTRICT:

By: _____
(Title):

Date: _____

FOR THE GRANTEE:

By: _____
(Title):

Date: _____