

**Capitol Region Watershed District
PARTNER GRANT AGREEMENT**

This Grant Agreement (Agreement) is entered into between Capitol Region Watershed District (DISTRICT), a political subdivision of the State of Minnesota; and [REDACTED] (GRANTEE), this 31st day of January 2023.

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

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

WHEREAS, the GRANTEE has presented a proposal (Project) that THE DISTRICT 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 Tasks X, and X with a total not to exceed \$X,XXX.00. Other work and costs not directly associated with this project 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 DISTRICT.

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

C. Indemnification

The GRANTEE agrees to defend, indemnify and hold the DISTRICT, 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 DISTRICT 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 DISTRICT 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 DISTRICT as a direct or indirect result of the GRANTEE's performance of the Project or Agreement, the DISTRICT 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 DISTRICT may suspend or terminate the Agreement for failure of the GRANTEE to meet the terms of the Project and Agreement. In such case, the DISTRICT 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.

I. Documents

The DISTRICT, 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. Publicity and Endorsement:

- a. Publicity. Any publicity regarding the subject matter of this grant agreement must identify the DISTRICT as a sponsoring agency. For purposes of this provision, publicity includes traditional and digital media and communications, including but not limited to social channels, website, photography, videography, notices, informational pamphlets, press releases, research reports, signs and similar public notices by or for the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this

grant agreement. For style and branding requirements please reference the DISTRICT's Grant Communications Guide (attached as Exhibit B).

b. Endorsement. The GRANTEE must not claim that the DISTRICT endorses its products or services.

L. 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.

M. Term

This Agreement shall be effective as of the date it is signed by both parties and continue until **December 31, 2023** or until terminated pursuant to the Agreement.

N. 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 DISTRICT upon completion of the Project. The GRANTEE shall be entitled to retain copies of all work products.

O. Entire Agreement

This Agreement and Exhibit shall constitute the entire Agreement between the DISTRICT and the GRANTEE and shall supercede all prior oral and written Agreements or negotiations.

P. Final Report

Upon completion of the Project, the GRANTEE is required to prepare a Final Report of the Project's implementation and benefit and submit it to the DISTRICT within 30 days of completion of the Project. The Final Report should include details about the audience reached (total # and demographics, if available), a detailed description of each funded task and associated outcomes, receipts for approved supplies and an invoice for staff time, high resolution photos/video and a brief quote about your experience working with the DISTRICT for program promotion.

3. PAYMENT

The DISTRICT shall reimburse the GRANTEE a total not to exceed \$X,XXX.XX of actual documented costs upon completion of the Project and receipt and review of a Final Report (Condition P).

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 GRANTEE:

FOR CAPITOL REGION WATERSHED DISTRICT:

By: _____
(Title):

By: _____
(Title):

Date: _____

Date: _____