



Capitol Region Watershed District

595 Aldine Street
Saint Paul, MN 55104
capitolregionwd.org
(651) 644-8888

STEWARDSHIP GRANT PROGRAM AGREEMENT *Clean Water Project Grants – Maintenance Grants*

This Agreement is made and entered into on _____ between Capitol Region Watershed District (CRWD) and _____ (GRANTEE) for _____ (PROJECT TITLE/LOCATION). The PROJECT defined within this agreement directly supports water resource protection and education efforts of the CRWD Stewardship Grant Program. CRWD provides technical assistance, design services and grants for property owners within its watershed boundaries as defined in the CRWD 2021-2030 Watershed Management Plan.

Therefore, it is hereby mutually agreed that:

- 1) PROJECT: The PROJECT must be installed in accordance with the technical standards and specifications of the CRWD approved plans attached and incorporated into this agreement as **Exhibit A**.
- 2) GRANT AMOUNT(S):
 - a) Construction Grant: CRWD agrees to grant to the GRANTEE an amount not to exceed \$ _____ or _____ % of eligible PROJECT costs associated with construction of items identified in **Exhibit A**, whichever is less.
 - b) Construction grant expires _____ years from the last signature date of this Agreement.
 - c) Maintenance Grant: Some projects may be eligible, as determined by CRWD, for reimbursement of annual maintenance costs for the duration of the Effective Life as defined in OPERATION AND MAINTENANCE below. If eligible, GRANTEE must comply with CRWD Maintenance Grant Guidelines and Policies as identified in **Exhibit B**. The GRANTEE'S eligibility for reimbursement of annual maintenance costs of the PROJECT is indicated below.
 - GRANTEE is not eligible
 - GRANTEE is eligible for 50% not to exceed \$2,000 annually
 - GRANTEE is eligible for 75% not to exceed \$2,000 annually
- 3) PAYMENT:
 - a) Some projects may be eligible, as determined by CRWD, for up to 50% of the construction grant amount to be paid prior to the completion of the GRANTEE'S obligations. This is deemed an advance on the grant amount and is subject to refund as described in RETURN OR REFUND OF GRANT FUNDS below. Payment does not indicate approval of the reimbursable expenses of the PROJECT. If eligible, the amount indicated below is approved to be paid upon signing of this Agreement.
 - GRANTEE is not eligible
 - GRANTEE is eligible for a grant advance of \$ _____

Our mission is to protect, manage and improve the water resources of Capitol Region Watershed District.

- b) Up to \$ _____ will be reimbursed at final completion of the PROJECT. Final completion occurs when the construction of the PROJECT has ended and CRWD staff have approved the PROJECT. In no event may the amount of reimbursement in Section 3(b) and the advance payment of Section 3(a) exceed the amount provided in Section 2.
- c) If eligible for a Maintenance Grant, one request for reimbursement of maintenance costs shall be submitted by December 1st of each year.
- d) All other costs incurred by GRANTEE in connection with performance of GRANTEE'S obligations under this Agreement will be the responsibility of GRANTEE. Expenses incurred prior to CRWD's signature date are not eligible for reimbursement.
- 4) OPERATIONS AND MAINTENANCE: The GRANTEE shall ensure the PROJECT identified in **Exhibit A** is fully functional and adequately maintained for a period of _____ years (Effective Life) after CRWD approval of final completed PROJECT. This includes permanent signage if required as indicated in Section 11(a). The PROJECT shall be maintained according to the Operations and Maintenance Plan(s) attached and incorporated into this agreement as **Exhibit B**. Should the GRANTEE fail to maintain the PROJECT during the Effective Life, the GRANTEE may be liable to CRWD for up to one hundred percent (100%) of the Construction Grant of the PROJECT. The GRANTEE will not be held liable if failure of the PROJECT was caused by reasons beyond their control, as determined by CRWD, or the GRANTEE provides equivalent water quality benefit through other means at their own expense
- a) For projects awarded over \$20,000.00 of grant funding and eligible for maintenance grants, CRWD may require GRANTEE to hire a qualified maintenance contractor for the first 3 years after final completion of the PROJECT. Contracted maintenance should include tasks and frequencies identified in the Operation and Maintenance Plan (**Exhibit B**). Contracted maintenance expenses are the responsibility of the GRANTEE and may be eligible for reimbursement through the Maintenance Grant program. CRWD reserves the right to require additional terms of contracted maintenance if the initial 3-year term is not completed in accordance with the Operation and Maintenance Plan.
- GRANTEE is not required to hire a maintenance contractor
- GRANTEE is required to hire a maintenance contractor
- 5) ACCESS: The GRANTEE will allow CRWD, after prior notice, access to the PROJECT for annual inspections. The GRANTEE will also allow members of the public, while in the company of a CRWD staff representative and after prior notice, periodic access to the property to view the PROJECT. This does not create any right of public entry onto the PROJECT property except as coordinated and permitted with the GRANTEE's prior notice.
- 6) PERMITS: The GRANTEE is responsible for securing and complying with all permits and/or other legal requirements applicable to the work.
- 7) POLICIES: The GRANTEE must comply with CRWD Grant Policies effective as of the date of this Agreement, which were provided to the GRANTEE during the PROJECT planning and design process. CRWD reserves the right to refuse disbursement of funds for the PROJECT if it is not completed in accordance with CRWD policies or the terms of this executed Stewardship Grant Agreement.
- 8) LIABILITY: The GRANTEE agrees to defend, indemnify, and hold harmless CRWD 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 CRWD, 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.

- 9) CRWD/GRANTEE RELATIONSHIP: GRANTEE acknowledges and agrees that GRANTEE is not an employee of the CRWD, and is not entitled to any rights, privileges, or benefits provided by CRWD to its employees. GRANTEE is not a contractor of goods or services to CRWD. This agreement does not establish a joint powers agreement or joint partnership between the GRANTEE and CRWD.
- 10) 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.
- 11) PROJECT PROMOTION: The GRANTEE agrees to list the CRWD as a project partner on all public promotional materials, including but not limited to educational signage, written materials, and websites. The signage requirements for this PROJECT is indicated below:
 - CRWD will be permitted to place reasonable, non-permanent signage on the PROJECT property informing the public about the PROJECT and the CRWD Stewardship Grant Program at no cost to the GRANTEE.
 - GRANTEE is required to install permanent, educational signage on the PROJECT property. CRWD approval of sign content and location must be obtained by GRANTEE prior to fabrication and installation. CRWD may provide funding for sign design, fabrication, and installation. If applicable, additional grant funding to support signage is included in the Construction Grant award in Section 2a and will be itemized in **Exhibit A**.
- 12) ACCESS AND RETENTION RECORDS: GRANTEE acknowledges that records related to this grant may be governed by Minnesota Statutes and Rules.
- 13) CANCELLATION:
 - a) CRWD may cancel this Grant Agreement for just cause. Just cause means that the GRANTEE is not disbursing funds in accordance with established procedures, policies or has otherwise breached a term of this Agreement. The GRANTEE will be given written or electronic notice fourteen (14) calendar days prior to cancellation. The cancellation shall be effective on the beginning of the 15th day after such notice is delivered unless an agreement is reached within such fourteen (14) day period and CRWD allows an extension or withdrawal of the cancellation in writing.
 - b) In the event of cancellation by CRWD, the GRANTEE will only be entitled to payment of reimbursable expenses for the portion of work completed that provides measurable water quality benefits, as determined by CRWD. If CRWD cancels this grant agreement for just cause, the GRANTEE may not be eligible for reimbursement of expenses that were approved in its application, due to the failure of the PROJECT to provide tangible water quality benefits.
 - c) In the event of cancellation by GRANTEE, the GRANTEE will only be entitled to payment of reimbursable expenses for the portion of work completed that provides measurable water quality benefits, as determined by CRWD. Expenses related to incomplete elements may not be eligible for payment if the related element doesn't provide water quality benefits.
 - d) If title to this land is transferred to another party before expiration of the effective life, it shall be the responsibility of the GRANTEE to advise CRWD before the sale or transfer of property containing the PROJECT. The GRANTEE will inform the new property owner of the presence and the maintenance responsibilities of the PROJECT.

- 14) RETURN OR REFUND OF GRANT FUNDS: In the event that the PROJECT is abandoned, cancelled or eligible reimbursable expenses do not total the amount paid to GRANTEE, the portion of ineligible grant funds must be returned to CRWD within thirty (30) calendar days.
- 15) TERMINATION AND SURVIVABILITY: This agreement shall remain in full force and effect until _____, unless earlier terminated by mutual agreement of the GRANTEE and CRWD. 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.
- 16) DIVERSITY AND INCLUSION: In performing the work that is subject to this agreement, the GRANTEE will ensure that no person is excluded from full employment rights, or participation in, or benefits of any program, service, or activity on the basis of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin, and that no person protected by applicable federal or state laws, rules, or regulations against discrimination is subject to discrimination.

GRANTEE

CAPITOL REGION WATERSHED DISTRICT

By _____

By _____

Name _____

Mark Doneux
District Administrator

Title _____

Date _____

Date _____