



Capitol Region Watershed District  
595 Aldine Street  
Saint Paul, MN 55104  
(651) 644-8888 • capitolregionwd.org

## 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) and shall be effective as of the date it is signed by both parties.

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) PROJECT:

The GRANTEE will perform the Project as described and approved by the DISTRICT in **Exhibit A**, with total grant funding not to exceed \$**[REDACTED]**. Only staff time and materials associated with the project are eligible for reimbursement.

2) PAYMENT:

- a. As determined by the DISTRICT, the GRANTEE is eligible for up to 25% of the 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. GRANTEE is eligible for a grant advance of \$**[REDACTED]**.
- b. The GRANTEE may submit quarterly invoices for eligible actual expenses, to be reimbursed through the term of the PROJECT.
- c. Up to \$**[REDACTED]** may be reimbursed upon final completion of the PROJECT. Final completion occurs upon completion of Reporting (Condition 18).
- d. All other costs incurred by the GRANTEE in connection with the performance of GRANTEE'S obligations under this Agreement will be the responsibility of

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

GRANTEE. Expenses incurred prior to the DISTRICT'S signature date are not eligible for reimbursement.

3) 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.

4) 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.

5) 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.

6) ALTERATION:

No alteration, variation, modification or waiver of any provision of the Agreement is valid until it is in writing and signed by both parties.

7) 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.

8) 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.

9) 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.

10) 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.

11) 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.

12) 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.

13) 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 media 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. Please reference the DISTRICT's Communications Toolkit provided by staff or style and branding requirements.
- b. Endorsement. The GRANTEE must not claim that the DISTRICT endorses its products or services.

14) 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 Ramsey County, State of Minnesota.

15) TERM:

This Agreement shall be effective as of the date it is signed by both parties and continue until **November 30, 2026**, or until terminated pursuant to the Agreement.

16) 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.

17) ENTIRE AGREEMENT:

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

18) REPORTING:

The GRANTEE is required to prepare a Final Report of the Project's implementation and submit it to the DISTRICT by **November 30, 2026** for review and approval. The Final Report should include a detailed description of the deliverables and outcomes, itemized receipts for eligible materials and supplies for dollar amounts not yet invoiced to the DISTRICT, an invoice for eligible staff time, not yet invoiced to the DISTRICT, high resolution photos/video and a brief quote about your experience working with the DISTRICT for program promotion. The DISTRICT reserves the right to request itemized receipts for any reimbursement request, regardless of the dollar amount.

19) 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 the DISTRICT within thirty (30) calendar days.

20) NON-DISCRIMINATION:

GRANTEE agrees that in the hiring of all labor for the performance of any work under this Agreement, that it will not by reason of race, creed, color, sex, national origin, sexual preference or disability, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. GRANTEE agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. The GRANTEE agrees to have in effect an affirmative action program and shall furnish a certificate of compliance with this requirement to the DISTRICT, upon request.

21) UNAVAILABILITY OF FUNDING

The purchase of services from the DISTRICT under this Agreement may be subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources. The DISTRICT may immediately cancel this Agreement, or a portion of the services to be provided under this Agreement, if the funding for the

services is no longer available to the DISTRICT. Upon receipt of the DISTRICT's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the GRANTEE shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.

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: The services will be delivered by the GRANTEE in the form specified in EXHIBIT A. Work products will be delivered before **November, 30, 2026**.

This agreement is duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

CAPITOL REGION WATERSHED DISTRICT

**GRANTEE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**