

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
Department of Energy and Environment

## STORMWATER RETENTION CREDIT AGGREGATOR STARTUP GRANT

### AGREEMENT

**Grantee:** \_\_\_\_\_

**Address:**

\_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

I (we) \_\_\_\_\_, [hereinafter referred to as "Grantee"] the undersigned agree to and accept the following terms and, further, understand that such terms shall apply for the duration of this Agreement with the Center for Watershed Protection, Inc. [hereinafter referred to as "CWP"] in the amount of \$\_\_\_\_\_.

1. The Grantee hereby agrees to complete an SRC Aggregator Startup project, as described in the "SRC Aggregator Startup Grant Application" attached hereto as Attachment A.
2. Payment requests may be submitted to CWP upon the completion of each task identified in the project narrative and budget, but should not be submitted more often than monthly. Task deliverables must be submitted for review with each payment request. CWP will only pay for work completed and costs incurred.
3. Upon completion of the green infrastructure (GI) site identification project, and prior to final payment of the grant, the Grantee will submit a final report to CWP. The final report must summarize the work performed in each task, including documentation of outreach performed, sites assessed, stormwater retention volume calculations and preliminary designs for all the potential GI sites identified. The final 10% of funding for this grant shall not be paid until CWP accepts the final report.

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4. The Grantee shall at all times indemnify and hold harmless CWP and the Department of Energy and Environment (DOEE), and their officers, agents, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, caused in whole or in part by the Grantee or any negligent act or omission of the Grantee, its agents, employees, or subcontractors in connection with the design or construction of the GI associated with this grant.
5. During the term hereof, Grantee shall maintain the following minimum insurance coverage and limits of liability unless otherwise stated herein: (a) Workers Compensation insurance in amounts required by the laws of the District of Columbia; (b) Employers Liability Insurance for a limit of not less than \$100,000 per occurrence for bodily injury liability; \$100,000 occupational disease each employee; and \$500,000 aggregate occupational disease; and, (c) Comprehensive General Liability Insurance for bodily injury and property damage in an amount of at least \$500,000 for each occurrence and \$1,000,000 in the aggregate. The Grantee agrees to provide CWP with certificate evidencing such insurance in connection with the execution of this Agreement and to arrange for the insurance company to send copies to CWP of all notices related to this insurance coverage.
6. The Grantee acknowledges that CWP is a corporation and agrees that any claim made by the Grantee arising out of any act or omission of any director, officer, or employee of CWP in the performance of this or any other agreement between the parties shall be made against the corporation and not against such director, officer, or employee individually. Any breach of this section shall entitle such director, officer, or employee of CWP to, in addition to all other relief, costs, and reasonable attorneys' fees.
7. Should there be any issue or dispute that arises, the Parties agree to seek to resolve it by direct discussion, and (should that not resolve the matter) then by mediation, and (should that not resolve the matter) then by arbitration.
8. In entering into this Agreement, Grantee has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the Grantee relied in entering into the Agreement. No statements, representations, warranties, or understandings, unless contained herein exist between Grantee, CWP, and DOEE.
9. Grantee will provide CWP with Internal Revenue Service Form W-9 prior to the first grant payment, and update it as needed prior to subsequent payments.
10. CWP may terminate this Agreement if the Grantee does not comply with the terms of this Agreement, makes unapproved revisions to the project work plan, fails to meet the schedule included in Attachment A, or otherwise fails to comply with District and Federal law. This Agreement and/or the schedule may be amended by mutual consent if CWP, in its sole discretion, determines that such modifications will improve the project outcome.
11. Grantee shall comply with all applicable federal, state, and local laws, rules, ordinances,

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decisions, and executive orders, and shall obtain all necessary permits and licenses for any proposed work.

- 12. CWP can assign this Grant Agreement to DOEE or its designees, but Grantee cannot.
- 13. If DOEE determines that CWP can no longer fulfill the obligations of this Agreement, or is otherwise not acting on DOEE's behalf, this Agreement, including all of the rights and responsibilities pertaining to CWP will be assigned to DOEE or its designee.
- 14. Attachment A is hereby incorporated into this Agreement as if fully set forth herein.
- 15. This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia, which shall be the forum for any disputes, claims, or actions.
- 16. Grantee shall not use any portion of this grant to develop GI designs to comply with regulatory requirements for a project triggering the District's stormwater management regulations.
- 17. The undersigned authorized representatives of the Parties have executed and delivered this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Center for Watershed Protection, Inc.

\_\_\_\_\_  
Date

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**ATTACHMENT A**  
SRC AGGREGATOR STARTUP GRANT APPLICATION

(Completed form to be inserted)