

TEMPLATE

JRWQIP GRANT AGREEMENT

BETWEEN

THE VIRGINIA ENVIRONMENTAL ENDOWMENT

AND

GRANTEE

GRANTEE: [Grantee Name]
GRANT NUMBER: [VEE Grant Number]
GRANT AMOUNT: [\$ Board Award Figure]
PROPOSAL TITLE: [From Approved Application]
GRANT PERIOD: _____ – _____
GRANTEE CONTACT: [From Approved Application]

This GRANT AGREEMENT (“Agreement”) is entered into this _____, by and between the VIRGINIA ENVIRONMENTAL ENDOWMENT, INC. (“VEE”), a Virginia not-for-profit corporation, and _____ (“Grantee”), [a political subdivision of the Commonwealth of Virginia] [an agency of the Commonwealth of Virginia] [a not-for-profit corporation], together referred to as the “Parties,” for purposes of providing funding to facilitate the completion of the Proposal titled above and described in the Grantee’s approved JRWQIP Grant Application (“the Approved Application”). The Parties agree that in exchange for the grant funds awarded, which constitute good and valuable consideration and the receipt of which is duly acknowledged, Grantee shall implement and complete the Proposal in compliance with the terms and specifications provided in this Agreement.

This Agreement is entered by the Parties pursuant to the approval for funding by VEE of the Grantee’s Approved Application. Grantee shall complete the actions described in the Approved Application in compliance with this Agreement and said Application, which is incorporated herein by reference, and a copy of which is attached hereto as Attachment 1.

1. PUBLIC ANNOUNCEMENTS:

All public announcements, news releases, research reports, and publications related to the entitled Proposal will acknowledge VEE’s financial support. The Grantee is strongly encouraged to issue a press release to regional and local media contacts and to consider other public announcements (e.g. newsletter, web site) about the grant award, to raise awareness of environmental issues and promote the work of both the Grantee and VEE. Grantee shall provide copies of any published materials concerning the Proposal to VEE concurrent with its release to others and include notations of any coverage (e.g., print, television, radio, internet) when submitting reports to VEE.

2. EXPENDITURES OF GRANT FUNDS:

- A. This grant is for the purposes stated in this Agreement. The funds provided hereunder may be spent only in accordance with the provisions of the Approved Application, including its budget. The program, personnel, and budget are subject to modification only with VEE's prior written approval.
- B. VEE will disburse funds to Grantee in installments subsequent to receipt of satisfactory reports as specified in Section 7 and Section 19 Special Conditions. Grantee must submit adequate evidence of compliance with any Special Conditions before VEE releases additional funds.
- C. VEE will not provide funds for expenses incurred prior to the beginning of the Grant Period or subsequent to its end date.
- D. The Grantee is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. VEE reserves the right to audit the financial records and insurance coverage of the Grantee.
- E. Equipment or property purchased with grant funds shall be the property of the Grantee so long as it is not diverted from the purposes for which the grant was made. If the Grantee should go out of existence, the equipment or property shall be disposed of pursuant to the direction of VEE, which may include selling the equipment or property for fair market value and reimbursing VEE with the sale proceeds. Grantee shall not encumber equipment or property purchased with grant funds or pursuant to this Agreement.

3. COMPLIANCE WITH LAWS:

By execution of this Agreement and through its continued performance hereunder, Grantee represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate and/or necessary public or private, permits, licenses, authorizations, and consents. Grantee shall utilize all funds awarded by VEE in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

3. REVERSION OF GRANT FUNDS:

The Grantee shall return to VEE any unexpended funds at the close of the Grant Period. In addition, Grantee shall promptly return funds upon the written request of VEE if VEE determines that the Grantee has not performed in accordance with the Agreement or met the conditions of the Approved Application and its budget.

5. PROJECT BUDGET:

Grantee shall complete the work of the Proposal in compliance with this Agreement and pursuant to the budget set forth in the Approved Application. Grantee shall submit any modifications to the budget in writing; they shall only become effective upon written approval by VEE and such approval shall be incorporated herein and become a part of the Agreement.

6. COPYRIGHTS AND PATENTS:

Grantee may copyright reports, materials, books, and articles resulting from this grant in accordance with the policies of the Grantee, toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. VEE reserves the royalty-free license to use such publications.

7. REVIEW OF GRANT ACTIVITY:

- A. The Grantee will furnish VEE with written reports according to the following schedule:

Interim progress reports and financial statements due on or about:

[List of dates]

Final report, invoice, financial statement, and project evaluation due on or about: *[date]*

- A. Grantee shall include the Grant Number and Proposal Title on all reports. Interim progress reports should be two to three pages in length and provide a summary of progress to date toward the objectives contained in the Approved Application or, as appropriate, since the last such report. These reports shall include a financial summary, showing in detail how Grantee has expended VEE funds during the period. From time to time, VEE may contact Grantee to arrange site visits to review current grant activities.
- B. Grantee shall include in its reports information on those parcels and Restoration Opportunity Areas identified as Tier 1 and Tier 2 by the Chesapeake Conservancy Restoration Planner on which Grantee expended VEE grant funds. *[To be included for most grantees/all those to which it applies.]*
- C. The final report shall include a statement of results, a review of performance and activities over the course of the Grant Period, and an evaluation of the performance relative to the objectives of the Approved Application, including the estimated annual nitrogen, phosphorus, and sediment reductions accomplished as a result of the implementation of the expenditure of the grant funds. See the VEE website for the final grant report guidelines. www.vee.org Grantee must include financial statements with the final report.
- D. Grantee shall send an electronic copy in Word format of every report to jrwqip@vee.org and a hard copy of each report to:
- Executive Director
Virginia Environmental Endowment
Post Office Box 790
Richmond, Virginia 23218-0790
- E. Grantee shall provide to the appropriate Virginia state agency the annual estimated nitrogen, phosphorus, and sediment reductions accomplished as a result of the implementation of the expenditure of the grant funds. Grantee shall provide this information no later than ninety (90) days after *[due date of final report]*.

8. TERMINATION, SUSPENSION, EXTENSIONS, & CONDITIONS:

- A. If the Grantee fails to comply with the terms, conditions or requirements of this Agreement, VEE may terminate or suspend the Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action. VEE may impose conditions which are appropriate to ensure proper grant and project administration and adherence to the terms of the Agreement if, after the effective

date of any suspension of this Agreement, VEE chooses to lift the suspension. Should VEE lift the suspension, it shall not constitute a waiver to future termination or suspension.

- B. VEE may provide an extension to the Grant Period. Should VEE provide such, the extension shall only become effective upon written approval by VEE and such approval shall be incorporated herein and become a part of the Agreement.

9. POLITICAL ACTIVITY PROHIBITED:

None of the funds, materials, property or services provided by VEE to the Grantee under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

10. HEALTH AND SAFETY:

Grantee is responsible for taking all acts necessary to ensure the health and safety of any person performing tasks associated with work funded under this Agreement. Grantee shall be responsible for providing insurance to cover risks associated with work performed by subcontractors and volunteers. [*Potential alternative for the Commonwealth or a political subdivision:* Grantee shall be responsible for ensuring that anyone contracted to perform work or provide services under this Agreement maintains insurance to cover risks associated with work performed by subcontractors and volunteers.]

11. LIMIT OF COMMITMENT:

Unless otherwise stipulated in writing, this grant is made with the understanding that VEE has no obligation to provide other or additional support to the Grantee.

12. NO JOINT VENTURE:

Nothing contained herein shall be construed as or constitute VEE and the Grantee as partners, joint venturers or business associates in any manner whatsoever, nor shall VEE be liable to or for the acts or omissions of the Grantee, nor shall it be liable for any claims made against or obligations of the Grantee whatsoever. In consideration of this grant, Grantee hereby covenants and agrees, for the benefit of VEE, that Grantee will not do, permit or suffer any action or inaction which would create a liability or give rise to a claim against VEE by any person.

13. INDEMNIFICATION:

Grantee shall indemnify, hold, harmless, and defend VEE and its officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses, including, without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Proposal. The terms of this provision shall survive termination of this Agreement. [*Does not apply to the Commonwealth or a political subdivision.*]

14. INSURANCE:

Grantee agrees to obtain and maintain all appropriate and adequate insurance coverages against liability for injury to persons or property from any and all activities undertaken by the Grantee and associated with this Agreement and the implementation of the Approved Application in any way, which shall, at minimum, be general liability insurance coverage in the amount of \$2,000,000 per occurrence, automotive liability insurance in the amount of at least \$1,000,000 per accident, worker's compensation insurance of at least \$1,000,000, and umbrella or excess coverage of at least \$2,000,000. VEE, its officers, directors, agents, and employees shall be named as an additional insured on all applicable insurance policies and [*The "additional insured" clause does not apply to the Commonwealth or a political subdivision.*] Grantee shall provide a certificate of insurance

and/or copies of applicable insurance policies as requested by VEE. VEE reserves the right to require additional insurance limits and policies based on specific activities under this Agreement. The terms of this provision shall survive termination of this Agreement.

15. CHOICE OF LAW/JURISDICTION/VENUE:

This Agreement and any incidents related thereto shall be subject to and interpreted under the laws of the Commonwealth of Virginia, without regard to choice of law principles. By entering into this Agreement, Grantee agrees to submit to the jurisdiction of the courts of the Commonwealth of Virginia. Any actions to enforce, brought under, or pursuant to this Agreement shall be filed and maintained in the circuit court of the City of Richmond, Virginia, which shall be the proper jurisdiction and venue for such actions. The terms of this provision shall survive termination of this Agreement.

16. SEVERABILITY:

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) shall not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful, or unenforceable.

17. WAIVER:

No breach of any provision hereof may be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

18. INTERPRETATION AND CONSTRUCTION:

- A. No provision of this Agreement is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both Parties hereto.
- B. This Agreement shall be interpreted as a unified contractual document with the sections and the attachments having equal effect, except that in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Agreement, first the sections will apply, then any attachments.
- C. The title designations of the sections of this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.
- D. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection or serve to preclude the pursuit of any other right or remedy.
- E. The failure of VEE to exercise any right or privilege provided by law or granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory, or regulatory term, or an attachment thereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.
- F. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement

which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

19. SPECIAL CONDITIONS:

- A. Disbursement of grant funds: VEE shall disburse the first installment of the grant funds in the amount of _____ Dollars (\$ _____) upon receipt of a signed copy of this Agreement and execution of it by VEE. Subsequent to receipt of the signed Agreement and the execution of it by VEE, as well as receipt of quarterly invoices from Grantee, and conditioned upon receipt of the reports required under Section 7, VEE shall disburse the remaining amount of the grant funds on a reimbursement basis for actual expenses incurred consistent with the budget contained in Attachment 1, or, at VEE's option, in accordance with the anticipated disbursements contained in the Schedule in subsection C. below. VEE retains the right to withhold from disbursement until the next quarterly installment any amount invoiced for over and above 10% of the anticipated disbursement noted on the Schedule. VEE retains the right to withhold any disbursement for any and all reasons noted in this Agreement including the insufficiency of any invoice or report or failure to submit either. VEE shall withhold a final payment of _____ Dollars (\$ _____), pending receipt of the final report, invoice, financial statement, and project evaluation.

B. Schedule:

Start of project request: _____ \$ _____

On or about:

\$ _____

\$ _____

\$ _____

[etc.]

\$ _____

\$ _____ (Withheld pending receipt of final report, invoice, financial statement, and project evaluation)

Final report, invoice, financial statement, and project evaluation due on or about [date].

C. [Other conditions]

THIS IS THE AGREEMENT BETWEEN THE PARTIES AND IS EXECUTED ON THEIR BEHALF BY THEIR AUTHORIZED REPRESENTATIVES:

ON BEHALF OF THE GRANTEE:

Signature of Authorized Representative

Print Name, Title, Date

Signature of Project Director
(If different)

Print Name, Title, Date

ON BEHALF OF THE VIRGINIA ENVIRONMENTAL ENDOWMENT:

Signature of Executive Director

Print Name, Date