

CONTRACT INFORMATION

I (we), the undersigned, do hereby request grant assistance from the Rice Creek Watershed District (RCWD) to help defray the cost of installing the following practice(s) listed in this contract. This Grant Award Contract is for support of water resource protection and education efforts between the RCWD, a public body with powers set forth at Minnesota Statutes 103B and 103D, and _____ (Owner). It is understood that:

1. The Owner is responsible for the operation and maintenance of practices applied under this program, to ensure that the water quality objective of the practice is met and the effective life, a minimum of ____ years, is achieved. Should the Owner fail to maintain the practice during its effective life, the Owner is liable to the RCWD for the amount up to 100% of the amount of financial assistance received to install and establish the practice. The Owner is not liable for grant assistance received if the failure was caused by reasons beyond the Owner's control, or if water quality practices are applied at the Owner's expense that provide equivalent protection of the water resources.

In no case shall the RCWD provide grant assistance to an Owner for the reapplication of a practice that was removed by the Owner during its effective life without consent of the RCWD or that failed due to improper maintenance. If title to this land is transferred to another party before expiration of the aforementioned life, it shall be the responsibility of the Owner who signed this contract to advise the RCWD before the sale or transfer of the property containing the water quality practice.

2. Water quality practices must be planned and installed in accordance with the technical standards and specifications of the _____ (Anoka CD, Ramsey SWCD, or Washington CD).

3. This contract, upon approval by the RCWD board, will remain in effect for 18 months unless canceled by mutual agreement. The contract will be automatically terminated on _____ (mm/dd/yy) unless amended by mutual consent to reschedule the work and funding.

4. When the work is complete, Owner will request payment from the RCWD. Items for which payment is requested on the Voucher and Practice Certification Summary Form are to be supported by invoices/receipts for payments and will be verified by the RCWD board as practical and reasonable. The RCWD board has the authority to adjust the costs submitted for reimbursement. Reimbursement will be made only upon execution of a RCWD-approved Operation and Maintenance Agreement.

If Owner has used a contractor, the RCWD will pay the grant amount, with any adjustment thereto, directly to Owner's contractor. Owner must submit the following to the RCWD with the request:

- a. Owner's written statement that if the RCWD finds the work to be complete and satisfactory, Owner will not ask contractor or the RCWD for changes to the work;
- b. A copy of the contract for the work; the contractor's invoice; all pre-lien notices from the contractor, subcontractors and suppliers; and lien waivers of subcontractors and suppliers; and
- c. The contractor's statement that: (i) it will accept payment of a part of the contract price directly from the RCWD, and (ii) the RCWD may exercise the right of Owner under Minnesota Statutes §514.07 to delay or reduce payment if lien waivers are not supplied (the RCWD suggests that Owner include this statement in the contract for the work).

The RCWD, by its representative, may inspect the work. Within 15 business days of receiving Owner's request, the RCWD either will make payment or will notify Owner in writing that it finds that the work does not conform to this agreement or is incomplete. If the RCWD is not able to make full payment, it will cooperate promptly with Owner and, if a contractor is used, the contractor in order to resolve the outstanding concern.

In making payment to a contractor under the terms of this section, the RCWD does not become a party to the contract between Owner and the contractor. The RCWD is not responsible to Owner for any cost or liability Owner incurs arising from attachment of, or foreclosure on, a lien by the contractor, a subcontractor or a supplier.

5. Owner will grant the RCWD and its representative access to the parcel where the water quality practice will be located to inspect the practice.

6. Owner will permit the RCWD at its cost and discretion, to place reasonable signage on Owner's property informing the public about the project and the RCWD Water Quality Grant Program. Owner will cooperate with the RCWD in permitting members of the public to periodically enter the property to view the project in the company of a RCWD representative. This paragraph does not create any right of public entry onto Owner's property except as coordinated with Owner and accompanied by a RCWD representative.

7. Owner is responsible for obtaining all necessary approvals and complying with all permits and/or other legal requirements applicable to the work. In performing the work that is subject to this contract, Owner will ensure that no person is excluded from full employment rights or participation in or benefits of any program, service, or activity on the grounds 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.

APPLICANT SIGNATURES

The Owner's signature indicates their agreement to the above contract terms.

Landowner / Legal Representative		Date	
Mailing Address	City	State	Zip

WATER QUALITY PRACTICE

Eligible recognized practice(s)	Other practice(s)	Total Cost Estimate
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TECHNICAL ASSESSMENT AND COST ESTIMATE

I have reviewed the site where the above listed water quality practice(s) are to be installed and find that they are needed and that the estimated quantities and costs are practical and reasonable.

County Conservation Specialist Representative	Date
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AMOUNT AUTHORIZED FOR GRANT (ENCUMBRANCE)

Grant award is not to exceed _____ or _____ percent of the total eligible cost, whichever is less.

Rice Creek Watershed District Board President	Board Meeting Date
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