

Request for Assistance

Please complete the appropriate sections to the best of your ability to assist the District in setting a priority for your request.

I. Applicant name and contact information: _____

II. Directions for locating the property: _____

Name of previous owner, if property was recently secured: _____

Date Assistance is desired: _____
(Month) (Year)

III. Type of assistance desired (include requested mini-grant amount):

IV. Type of Land Use or Enterprise

A. Non-Agriculture
Present Land Use: _____ Planned Land Use: _____
(Residential, Recreation, Woodland, Wildlife Land, Wetlands, Natural Area, Surface Mine Area, etc.)

Acreage: _____

B. Farmer
Type of Farm Enterprise _____
(Dairy, Grain, Beef, etc)

Major Crops _____
(Corn, Vegetables, Grass, etc.)

Provide acreage in:

_____ Continuous Row Crops _____ Pastureland

_____ Crops Rotated with Hay _____ Woodland

_____ Total Cropland _____ Wildlife Land

_____ Permanent Hay _____ Recreation Land



Northampton County Conservation District

Greystone Building – 14 Gracedale Avenue - Nazareth, Pennsylvania 18064-9211
Phone (610) 829-6276 - Fax (610) 746-1980 – E-mail: northamptoncd@northamptoncd.org

**MINI-GRANT CONTRACT
AGREEMENT BETWEEN
NORTHAMPTON COUNTY CONSERVATION DISTRICT
AND**

AGREEMENT IDENTIFICATION NO.: 2018-XX-XXX

Now, this ___ day of _____, _____, the Northampton County Conservation District ("District"), located at 14 Gracedale Ave., Greystone Bldg. Nazareth, Pennsylvania, and _____, known wherein as the "Project Participant", with offices located at ADDRESS, agree as follows:

WHEREAS, the Board of Directors of the Northampton County Conservation District, under delegation with PA DEP to administer and enforce the Erosion and Sediment Pollution Control Program and the National Pollutant Discharge Elimination System Program for the discharge of stormwater associated with construction activities within the political boundaries of Northampton County according to the terms provided in level 3 of Delegation Responsibilities, established the Northampton County Conservation District Ranking System Policy for Distribution of funds collected as a result of Chapter 102 Enforcement Actions at their April, 10, 2018 Board meeting, which is responsible, in part, for developing, implementing, and monitoring grants that minimize erosion and sedimentation in order to protect, maintain, reclaim, and restore water quality and existing and designated uses of waters of the Commonwealth and to provide for the conservation of soil, water, and related resources of the Commonwealth; and

WHEREAS, _____ will conduct, or cause to be conducted, a water quality improvement project in the area of _____, in accordance the Application and Work Plan attached hereto; and

WHEREAS, this project will be conducted in accordance with standards that prohibit the use of materials or practices that are environmentally harmful and in accordance with the application and work plan attached hereto and incorporated herein. Any changes or modifications to the work plan will be performed to the satisfaction of the District; and

WHEREAS, the Project Participants agrees to provide timely documentation to the District that all required federal, state, or local permits have been obtained, and further agrees to comply with all such permits as a condition of performing this agreement; and

WHEREAS, the Project Participant shall ensure that this contract and all other arrangements entered into pursuant to the implementation of this contract are in conformance with all applicable local, state, and federal laws, rules, and regulations; and

WHEREAS, the District agrees to fund the eligible costs for this project in an amount up to, but not exceeding \$ _____; and

WHEREAS, the project funds will be disbursed by the District to _____ in accordance with the attached schedule of payments; and

WHEREAS, a Project Participant shall maintain a separate accounting of funds received under the agreement. Records must be kept for three years; and

WHEREAS, neither the District or the Board of Directors shall be held responsible for any loss of life, personal injury, or property damages of any kind incurred in performing or completing the work or duties under this contract; and

WHEREAS, the Project Participant agrees to work concurrently with the District to complete the Final Report when the project is completed; and

WHEREAS, the Project Participant shall complete the project no later than _____, unless an extension of time is approved by the District; and

WHEREAS, this document and the attachments hereto constitute the entire agreement between parties.

Terms of the Agreement

- (1) This agreement is not binding in any way, nor will the District be bound, until this document has been fully executed and received by the Project Participant. Any costs incurred by the Project Participant prior thereto are incurred at the Project Participant's risk. The date this document is executed by the District shall be the EXECUTION DATE.
- (2) Project Participant will signify its agreement to conduct the Project as a Cooperator of the District and as described in Attachments C and D when it executes this Agreement.
- (3) The District agrees to reimburse the Project Participant for approved, eligible project costs, as made a part hereof as Attachment E, incurred during the agreement Activity Period. Any expenditure made by the Project Participant which is not in accordance with the terms of this agreement may be disapproved, and payment to the Project Participant adjusted accordingly. All costs in violation of the terms of this agreement shall be the sole responsibility of the Project Participant.
- (4) The District shall have the right to terminate this agreement at any time, for any reason, if the District determines termination of this agreement to be in its best interest. The Project Participant shall be paid for work completed satisfactorily and in compliance with all laws and regulations in accordance with this agreement, prior to the effective date of the termination, but in no event shall the Project Participant be entitled to recover costs incurred after that date or costs determined to be ineligible.

Payment Provisions

- (5) This agreement is contingent upon the availability of funds. In the event funds become unavailable at any time during the term of the agreement as would prevent the District from making payment under the terms and conditions of the agreement, the District may terminate the agreement without the assessment of any termination charges or financial penalties against the District, by providing written notice of intent to terminate to the Project Participant. If the District terminates this agreement due to the non-availability of funds, the District will pay the Project Participant for eligible work currently in progress, and Project Participant shall not begin any additional work or incur any additional costs under the agreement upon receipt of notification of intent to terminate by the District.
- (6) Subject to all other terms and conditions of this agreement, payment will be provided to Project Participant to reimburse eligible project costs within a reasonable timeframe, upon receipt by the District

of itemized invoices supported by properly executed vouchers or other records indicating, in proper detail, the nature and propriety of the charge as described in Attachment E of this agreement.

- (7) With respect to invoices, the District reserves the right to withhold payment for any portion of any statement in which it asserts that a discrepancy exists. In such instances, the District may withhold payment only for that portion of the statement with which it disagrees. Further, it shall be the duty of the District to notify the Project Participant of any such disagreement or discrepancy as soon as possible. In instances in which discrepancy may be corrected by a new statement, the Project Participant shall submit a corrected statement within thirty (30) days for payment consideration by the District.

Modification

- (8) This agreement represents the entire agreement of the parties. No agent, employee or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by Authorized officials of both the Project Participant and the District.
- a. Modification to this agreement includes any and all modification to the scope of work as attached hereto as Attachment D.
 - b. The Project Participant shall submit project change-orders to the District to initiate approval of modification to any part of this agreement. Project modification requests shall include:
 - i. A narrative detailing the need for the modification; and
 - ii. A description of any new, modified, or deleted activities; and
 - iii. A revised project budget.
 - c. Project Participant shall submit copies of all project change-orders to the District for use in audit reviews. Additionally, Project Participant shall retain any financial records relating to the project for at least three (3) years from the date of submission of the final fiscal report or three (3) years after completion of the audit, whichever is greater.
- (9) In the event that the Project Participant is unable to complete the project within the terms of this agreement the Project Participant will notify the District in writing within sixty (60) days prior to the expiration date of this agreement. The District may extend the terms of this agreement at its sole discretion and will notify the Project Participant in writing of its decision.

In the event the Project Participant is unable to complete the project within the terms of this agreement, or pursuant to any extension granted by the District to the Project Participant in writing, the Project Participant shall be liable to the District for the amount of any funds unused or improperly used and shall return said funds to the District.

General Conditions

- (10) The District and the Project Participant agree that all activities authorized by this agreement shall be performed in accordance with applicable statutes, regulations, conditions, directives, and guidelines as they pertain to the Erosion and Sediment Pollution Control Program and the National Pollutant Discharge Elimination System Programs of the District.

Reporting Requirements

- (11) In accordance with 65 P.s. 67.101-3104, Pennsylvania's Right to Know Law, the Project Participant will maintain records in a manner that allows the District to provide reasonable access to citizens regarding its assisted activities and management.

- (12) The Project Participant shall submit, at such time and in such form as may be prescribed, truthful and accurate information that the District may deem necessary.
- (13) The District, in its sole discretion, may undertake monitoring of the Project. The Project Participant shall cooperate with any monitoring and provide any documents or information requested by the District.

Fiscal Responsibilities

- (14) The fiscal administration of this agreement shall be subject to such rules, regulations and policies concerning accounting, records, payment of funds, allowance of costs and submission of financial reports as may be prescribed by the District or any other governmental entity. The Project Participant understands that it is required to file an annual information statement (IRS Form 1099) with the Internal Revenue Service for each contracted consultant or other supplier of personal services (other than employees subject to tax withholding) receiving payments under this agreement. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be established that are adequate to ensure that expenditures incurred under this agreement are for allowable purposes and that documentation is readily available to verify that the charges are accurate.
- (15) The District, in its sole discretion, may undertake an inspection and/or audit of the financial records of the Project Participant, and any contractors, subcontractors, engineers, or architects relating to the project. The Project Participant shall provide the District with full and complete access to all records relating to the project funded through this agreement and to all persons who were involved in the project.
- (16) The Project Participant shall retain all records pertinent to this agreement, including financial, statistical, property and participant, and supporting documentation for a period of at least three (3) years from the date of submission of the final fiscal report or three (3) years after completion of the audit, whichever is later. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues that arise from it.
- (17) The Project Participant hereby certifies, as a condition precedent to the execution of this agreement and as an inducement for the District to execute same, it is not "delinquent" on any taxes owed to the County, local municipality, School District, the Commonwealth of Pennsylvania, or the Federal government nor is Project Participant nor any subcontractors or suppliers delinquent in the payment of taxes, or other Commonwealth obligations. Should the Project Participant become delinquent on any taxes or other obligations owed to the County, local municipality, School District, Commonwealth, or Federal government during the term of this agreement, the Project Participant may be deemed to be in breach of this agreement by the District and, in addition to any other remedies at law for such breach, the District may suspend any and all future payments due to the Project Participant for eligible project costs until said taxes are paid in full.

Agreement Audit and Closeout Requirements

- (18) The Project Participant shall comply with all federal and state audit requirements including 2 CFR 200, as amended and any other applicable law or regulation and any amendment to such other applicable law or regulation which may be enacted or promulgated by the federal government. If the Project Participant is a local government or non-profit organization and expends total federal awards of \$750,000 or more during its fiscal year, received either directly from the federal government or indirectly from a recipient of federal funds, Project Participant is required to have an audit made in accordance with the provisions of 2 CFR 200.
- a. If Project Participant is a for-profit organization and expends total federal awards of \$750,000 or more during its fiscal year received either directly from the federal government or indirectly from a recipient of federal funds, Project Participant is required to have a program-specific audit made in accordance with the provisions of 2 CFR 200, and in accordance with the laws and regulations governing the programs in which it participates.
 - b. If Project Participant expends total federal awards of less than \$750,000 during its fiscal year, it is exempt from these audit requirements, but is required to maintain auditable records of federal awards and any state matching funds which supplement such awards, and to provide access to such records to federal and state agencies or their designees.
- (19) The Project Participant is responsible for obtaining the necessary audit and securing the services of a certified public accountant or other independent governmental auditor. The Federal Single Audit Act of 1984 (31 U.S.C. § 7501 et. seq., as amended) precludes public accountants licensed in the Commonwealth from performing audits of Federal awards.
- (20) Audit working papers and audit reports shall be retained by Project Participant auditor for a minimum of three (3) years from the date of issuance of the audit report. Audit working papers shall be made available upon request to authorized representatives of the County of Northampton, the federal funding agency, or the General Accounting Office.
- (21) The Project Participant shall submit one (1) copy of the audit report package to the District for each year in which this agreement is effective. The audit report package shall include:
- a. Financial statements and schedule of expenditures of federal awards;
 - b. Auditor's reports on the financial statements and schedule of expenditures of federal awards, internal control and compliance as well as a schedule of findings and questioned costs; Summary schedule of prior audit findings;
 - c. Corrective action plan; and
 - d. Management letter comments.

Indemnification, Hold Harmless and Insurance

- (22) The Project Participant and any sub-contractor under this agreement agree to indemnify, defend and hold harmless the District, its officers, agents and employees from any and all losses, claims, costs or damages, including reasonable counsel fees, resulting from Project Participant's performance under this agreement, including but not limited to:
- a. Breach of this agreement by Project Participant;

- b. Professional error or omission, fault or negligence by the Project Participant or by its employees, servants, agents, contacts, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of this agreement; and
- c. General public liability and malpractice claims arising in connection with the business or activities of the Project Participant in the performance of this agreement.

(23) The Project Participant shall provide the Conservation District with Proof of Insurance coverage. The existing Insurance coverage shall remain in full force and effect during the term of this agreement. Should the Insurance policy lapse or be terminated or no longer be in effect for any reason whatsoever, the Project Participant shall immediately notify the County in writing and take immediate steps to obtain new insurance coverage in the same existing amounts. A failure to maintain proper insurance shall constitute a breach of this agreement entitling the Conservation District to terminate the agreement as provided for in Paragraph 4.

(24) The Project Participant shall name the County of Northampton as an additional insured on all of the Project Participants existing policies of insurance during the term of this contract. Project Participant shall provide the Conservation District with proof that it has been named as an additional insured. The Conservation District shall continue to be named as an additional insured for the entire period of this agreement. A failure to maintain the Conservation District as an additional insured shall constitute a breach of this agreement entitling the Conservation District to terminate the agreement as provided for in Paragraph 4.

(25) Upon completion of the project, the Project Participant shall hold the District or the County of Northampton harmless from all lawsuits, claims, and/or complaints regarding construction practices and/or problems resulting from the construction work.

(26) If any claim is made against the District or the County of Northampton which would give rise to a right of indemnification by District or the County of Northampton from Project Participant, District or the County of Northampton will give notice thereof to Project Participant. The District or the County of Northampton may permit the Project Participant to assume the defense of any such claim, or any litigation resulting therefrom. Counsel for Project Participant, which will conduct the defense of such claim or litigation, must be approved by District or the County of Northampton, whose approval will not unreasonably be withheld. If District or the County of Northampton consents to permit Project Participant to assume defense, District or the County of Northampton may participate in such defense. Neither party will consent to entry of any judgment or enter into any settlement without the written consent of the other party, which consent will not unreasonably be withheld. The parties shall cooperate fully with each other and make available to District or the County of Northampton all pertinent information under its control.

INTERPRETATION

(27) Project Participant agrees to waive the general rule of interpretation that, in the event of any ambiguity or issue of construction, the same will be resolved against the drafter of the document. It is declared to be the intention of Project Participant and District that the public health, safety and welfare be protected and furthered by the agreement. Therefore, this agreement is to be interpreted in such manner as to favor such public interest as opposed to any private interest.

WAIVER

(28) No waiver by District of any breach of this agreement shall constitute a continuing waiver or waiver of an subsequent breach either of the same or another provision of this agreement or addenda.

(29) Undue Influence: The Project Participant agrees not to hire any County of Northampton personnel who has exercised discretion in the awarding, administration or continuance of this contract for up to and including one year following the termination of the from County Service. Failure to abide by this provision shall constitute a breach of this contract.

(30) Conflict of Interest The Project Participant agrees to notify in writing the District as soon as the Project Participant learns that:

- a. A current employee of the County of Northampton has commenced or is intending to commence, employment with the Project Participant while continuing to maintain County of Northampton employment, or
- b. A current employee of the County of Northampton has performed, or is intended to perform services to the Project Participant as an independent contractor while continuing to maintain County of Northampton employment. Any written notice required to be given under this section shall specify the County employee's name, the nature of the County employee's employment or the subject of the District contract with the Project Participant and the date on which the County employee's employment or contract with the Project Participant commenced.

(31) Breach of Agreement:

- a. The Project Participant agrees that any breach of performance, of any covenant representation or warranty, indemnity, or condition shall constitute default of this agreement.
- b. When a breach of agreement has occurred the District in the exercise of its discretion may allow the Project Participant a specific period of time to correct its breach of the contract. Such period of time shall not exceed thirty (30) days.
- c. If the Project Participant does not correct its violation of the contract as specified, the District may terminate the agreement in whole or in part of such termination is in the best interest of the District.

NOW THEREFORE, the parties have set their hands on the date indicated, intending to be bound hereby.

FOR THE DISTRICT:

FOR: _____

(Signed) (Date)

(Signed) (Date)

(Print Name)

(Print Name)

(Chairman/Vice Chairman)

(Title)

List of Attachments:

Attachment A – Mini-Grant Application

Attachment B – Project Information and Request for Assistance

Attachment C - Cooperators Agreement

Attachment D - Work Plan/E&S Plan

Attachment E - Schedule of Payments

Attachment F - Project Final Report

Attachment A – Mini-Grant Application
 NCCD TECHNICAL ASSISTANCE MINI-GRANT APPLICATION

Project Location	Municipality	Watershed (Ch. 93 class.)
Applicant Name	Phone	Application Site ID
Address	Email	Date Received
Agricultural or Watershed		
Project Type	Proposed Start Date	Proposed Completion Date

1. The applicant is required to identify and obtain all necessary permits before starting the project.

2. Identify the proposed work element(s):

- | | |
|--|---|
| <input type="checkbox"/> Agricultural E&S BMP
<input type="checkbox"/> Agricultural Nutrient/Manure Management BMP
<input type="checkbox"/> Riparian Buffer
<input type="checkbox"/> Stream bank stabilization
<input type="checkbox"/> Stream bank repair | <input type="checkbox"/> Stream Crossings Improved
<input type="checkbox"/> Storm Water Improvements
<input type="checkbox"/> Vegetative Management
<input type="checkbox"/> Other _____ |
|--|---|

3. Complete Attachment B “Project Work Plan” including a sketch of proposed project. Attach a locational map with the project highlighted.

4. Project cost estimate: (summarize costs here and attach detailed documentation if needed)

<u>Grant Requested Funds</u>		<u>In-Kind Contributions</u>	
Item	Amount	Item	Amount

Grant Request	
In-Kind Contributions	
Total Project Value	

Applicant Signature

Date

Attachment B – Project Information (include Request for Assistance Application)

GRANT REQUEST PROJECT INFORMATION

I. Summary of proposed project.

II. Background information about the environmental resource that may be improved by this project. (i.e. Watershed, Chapter 93 classification, listed impairments, etc.)

III. Project Description including how the resource may be improved by this project

IV. Project Timeline and Budget (please include any in-kind or other sources of funding)

V. Project Sketch (please attach separate drawing or provide on back of this page)

CONSERVATION DISTRICT COOPERATORS AGREEMENT



Return To: **Northampton County Conservation District**
14 Gracedale Avenue
Greystone Building
Nazareth, PA 18064

NUMBER
PRIORITY

The undersigned requests the resource conservation assistance addressed on the reverse side of this form for the area identified as

_____ (Name of Farm or Land Tract)

comprising _____ in _____ Northampton
(Acres) (Township) (County)

TAX PARCEL NUMBER(S) _____

It is agreed that I/we will cooperate with the Conservation District [District] and its cooperating agencies and make every reasonable effort within the limits of my/our abilities and resources to plan, develop and maintain the area identified herein for the intended use following the principles of sound resource management. When the information provided is used in documents published by others, credit will be given to the District and/or the appropriate cooperating agency for the data provided. This agreement may be terminated upon written notice by the applicant or the District.

APPLICANT _____ (Please Print Name)

_____ (Street, P.O. Box or RFD Number) _____ (Phone Number)

_____ PA _____
(Town) (Zip Code) (Email Address)

_____ (Signature of Applicant) _____ (Title) _____ (Date)

_____ (Landowner's Signature if other than Applicant) _____ (Date)

DISTRICT APPROVAL AND PRIORITY

This request has been approved and recorded at a meeting of the District Board. The District agrees to provide technical assistance within their authority, policies and resources. This request has been assigned the planning priority shown in the block above.

_____ (Date) _____ (District Official) _____ (Chairman/Vice Chairman)

NCCD Mini-Grant Program
Schedule of Payments

The Conservation District agrees to disburse funds under this project agreement in the following manner:

- (1) All required permits must be obtained by the Program Participant before funds can be advanced from the Conservation District. Upon the full execution of this project agreement, the District agrees to provide an advanced payment to the project participant of \$ _____ to be applied towards payment of eligible expenses incurred in the performance of the project. The project participant agrees that these advanced funds will be utilized solely for eligible expenses as contained in the attached project application and work plan. The project participant shall supply the District with receipts, weigh slips, and/or other appropriate supporting information to document proper expenditure of advanced payments by the project participants prior to receiving additional payments under this agreement.
- (2) The District shall process subsequent payments to the project participant on an actual cash expended basis.
- (3) The District shall withhold \$ _____ of the approved project expenses until the satisfactory completion of the project. Final payment for the project expenses shall be made only after a final inspection by the District determines that the work has been performed consistent with the project application and the work plan, and to the satisfaction of the District.
- (4) All claims submitted by the program participant pursuant to this agreement shall be submitted to the District in accordance with this schedule and the terms and conditions contained in the approved project agreement. The claims shall be itemized and show that the utilization of funds are in accordance with the project cost summary contained in the approved project application and work plan. Claims shall include receipts, weigh slips, and/or other appropriate supporting information to document actual expenditures by the project

