

Sanilac Conservation District

50 E Miller Rd
Sandusky, MI 48471



Contract [000] - Agreement to Reduce Sediment in the Saginaw Bay Watershed Using Best Management Practices (BMPs).

Date

[Date]

Contractor:

Sanilac Conservation District
50 E. Miller Rd
Sandusky, MI 48471

Producer:

Producer
50 E Miller Rd
Sandusky, MI 48471

Scope of Work

This Pay for Performance project will reimburse producers according to tons of sediment reduced by various best management practices (BMPs). This project is funded through the Environmental Protection Agency (EPA). The producer agrees to perform the BMPs specified in this agreement according to the standards and specifications found in the verification manual. The Sanilac Conservation District (SCD) has the responsibility to thoroughly go through the verification manual with the producer so all parties involved understand fully what is expected before entering the following contract. Additional field information will be included on the following pages.

Producer:	Phone:	
Business Name:	Type of Business:	
Mailing Address:	Tax ID/SS#:	
City/State/Zip	Township:	Section:
Phone:	Email:	

Contractor Responsibilities

- a. The SCD will not share, sell, distribute, or disclose, to any party; the Producer's name, tax identification, address, field/parcel number or specific property location. However; The Environmental Protection Agency, which provides the funding for the BMP practice payments, does require SCD to report the type of BMP installed, the date of installation, the number of acres treated, the amount of sediment reduced and the amount of funds provided.
- b. The SCD staff will annually verify fields where BMPs have been installed, insuring proper applications and or maintenance as per SCD specifications found in the verification manual.
- c. A verification manual will be provided to every producer, within this manual it will describe exactly what is expected upon completion of the practice installation.

Producer Responsibilities

- a. I am legally capable of assuming the rights and obligations specified under this contract.
- b. The land on which the conservation practice will be installed, is either owned by the producer or the producer will have a lease for the length of the contract to show control of that land.
- c. I will not use this funding for additional cost-share or to pay for technical assistance to plan, design, or install any soil conservation practice paid for in any part by Farm Bill programs administered by the Farm Service Agency or the USDA Natural Resource Conservation Service (NRCS).
- d. I affirm that the implementation of the selected BMPs occurs on lands that currently lack the selected BMPs.
- e. I will install/implement the selected BMPs in a satisfactory and timely manner, per the SCD verification manual.
- f. I will procure, at my own expense, all raw materials and equipment necessary to construct and /or implement the eligible BMP.
- g. *I will not materially alter or in any way diminish the effectiveness or integrity of the selected BMPs for a period of 1years from the date this BMP is installed.*
- h. I will hold the SCD harmless for injury to anyone working under my supervision during the implementation and/or construction of the selected BMPs. Furthermore, I understand that SCD assume no liability with regards to injuries incurred by trespassers or others during the implementation and/or construction of the BMPs.
- i. I will provide the SCD with reasonable access to the fields where the selected BMPs are implemented for the purpose of verifying the installation of the practices.
- j. I have received a copy of a verification manual and fully understand what is expected of me in order to complete the practice. _____ (initial here).

Payment Terms

The agreement will be considered fulfilled once the designated BMP has been successfully installed and is inspected by the conservation technician. The final payment will be determined after field verification and is dependent upon actual acres implemented. Possible reasons for payment and sediment reduction numbers to vary from the amounts listed in this contract may include, but are not limited to, a difference between planned and implemented acres or a difference between BMP standards and actual BMP parameters achieved.

- a. Payments will be released after a BMP has been verified by an SCD employee.
- b. The producer may forfeit their right to receive payment if they fail to install/implement the specific conservation practices to the standards and specification detailed in the verification manual.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be effective as of the day, month and year first written above.

Producer

Sanilac Conservation District

By:
Name:
Title:

By:
Name:
Title:

Field Information

Field/Parcel:	Practice:
Location of Field:	Acres:
Contract Length:	Annual Contract Payment:
Landowner (if not producer):	Phone:
Field/Parcel:	Practice:
Location of Field:	Acres:
Contract Length:	Annual Contract Payment:
Landowner (if not producer):	Phone:
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