

Watershed Agricultural Council's (WAC) – Watershed Agricultural Program (WAP)

WFP-1: Participation and Funding Agreement

Name: _____ (Participant – Landowner)
 Name: _____ (Participant - Producer)
 Farm Name: _____ Farm Number: _____
 Watershed: _____
 Telephone Number: _____

Section I: General Provisions:

By signing this Funding Agreement, the Participant agrees to implement those Best Management Practices (BMPs) that the Watershed Agricultural Council (WAC) has approved as set forth in the WFP-2: BMP Budget & Projected Implementation which is attached hereto and made a part of this Funding Agreement. The Participant further agrees: (i) that the WAC may revise the attached WFP-2 should funding availability affect the WAC's ability to fund any BMP contained in the attached WFP-2; and (ii) that the Participant shall comply with the following terms and conditions:

1. The terms of this Funding Agreement shall remain in effect for the Life Span of each BMP contained in the WFP-2. Each BMP Life Span is stated in the Operation and Maintenance Agreement and shall be measured beginning on the date of the WAP certification as per the WFP-3: BMP Procurement Record.
2. The Participant agrees to implement the WFP-2 BMPs in accordance with all applicable WAP Guidelines and WAC Policies, including but not limited to the WAC BMP Procurement Procedures. The Participant further agrees that if the Participant fails to abide by all applicable WAP Guidelines and WAC Policies, including the WAC BMP Procurement Procedures, the WAC reserves the right to terminate this Funding Agreement.
3. The Participant is responsible for thoroughly reviewing all aspects of all BMPs contained in the WFP-2, including but not limited to: the design, location, required materials, Operation and Maintenance Agreements, and how the BMPs will impact the Participant's existing farm operations. Once this Funding Agreement is signed by the parties hereto, the Participant is not permitted to alter any BMPs implemented thereafter contained in the WFP-2 without prior written approval from the WAP.
4. The Participant understands the WAP will implement BMPs according to the WFP-2 and BMP Prioritization Methodology. The implementation of the WFP-2 is dependent upon staff and funding availability for the year planned.
5. The Participant agrees to operate and maintain BMPs in accordance with the Operation and Maintenance Agreement developed for each BMP as set forth in the current WAP Guidelines. If the Participant fails to operate and maintain BMPs in accordance with the Operation and Maintenance Agreement, the WAC may seek reimbursement for the expenses incurred to implement BMPs that are within lifespan on the Participant's farm.
6. The Participant shall be responsible for complying with all applicable Federal, State, and local laws, rules, regulations, and ordinances that affect any BMP contained in the Participant's WFP. The Participant further agrees that it shall be the Participant's responsibility to obtain any site-specific permits required for the implementation of the WFP-2 BMPs. East of Hudson (EoH) Participants are required to pay all permitting fees.
7. The Participant agrees that all Contractors the Participant hires to implement the WFP-2 BMPs shall be hired in accordance with the WAC BMP Procurement Procedures.
8. The Participant agrees that all disputes arising under or related to a WFP-5c: Participant(s) – Contractor Contract shall be resolved in accordance with the WAC BMP Procurement Procedures, Disputes and Appeals Procedure.
9. The Participant agrees that a BMP shall not be considered complete until the WAP certifies that the BMP has been completed in accordance with all applicable standards and specifications.
10. The Participant acknowledges that they have been advised that WAP Guidelines and WAC Policies concerning WFP development and implementation can be found on the WAC website at: www.nycwatershed.org. The Participant further acknowledges that they have

Approved: 6/9/2015

had the opportunity to: (i) review such WAP Guidelines and WAC Policies; (ii) to discuss with WAP/WAC staff any portion of the WAP Guidelines or WAC policies which the Participant(s) found unclear or about which the Participant had questions; and (iii) that WAP/WAC bears no responsibility if the Participant has failed to review or does not understand any WAP Guideline or WAC Policy.

11. The Participant shall allow WAP/WAC Staff or their representative to come on to the Participant's property to conduct all WAP/WAC affairs, including but not limited to the Annual Status Review (ASR), soil sampling, and to observe BMPs.
12. The Participant authorizes WAC to make payments on the Participant's behalf directly to the contractors with whom the Participant has entered into contracts for the implementation of WFP-2 BMPs. WAC shall not make payments to a contractor until WAC receives certification from WAP/WAC staff that the BMP the contractor was hired to complete has been completed in compliance with all applicable standards and specifications, as those standards and specifications are stated in the relevant WAC BMP Procurement Procedures.
13. Subject to the availability of funding, the WAC shall allocate approved funds to finance the BMPs approved in the WFP-2. EoH Participants that exceed the cost guideline funding will follow all applicable cost sharing guidelines.
14. The WAP reserves the right to inspect all BMPs from time to time during and after installation to determine if all applicable standards and specifications are being/have been met.
15. Within thirty (30) days of receipt of all required procurement documents as per the WAC BMP Procurement Procedures, including certification that the completed BMP(s) complies with all applicable standards and specifications, the WAC shall issue payment directly to the contractor.
16. The WAC shall issue Internal Revenue Service form 1099-Miscellaneous to report payments.
17. This Agreement can be terminated by either party by giving the other party thirty (30) days written notice as set forth in the WAC BMP Procurement Procedure Section I-E: Implementation & Funding Agreements and current WAC Policies and Guidelines.

Participants acknowledge that their execution of this agreement does not create any contractual relationship between the Participant(s) and the City of New York. Participant(s) further acknowledge that their execution of this agreement shall constitute and operate as a general release of the City of New York from any and all claims arising out of the work performed under this agreement and/or any other agreement related to the implementation of the BMPs.

Section II: BMP Implementation & Special Conditions

- A. There are _____ pages of WFP-2: BMP Budget & Projected Implementation Summary & Supplemental Agreement(s) attached.
- B. There are _____ special provisions attached as a component of this Agreement in Appendix A.

Section III: Participant's Certification (All fields must be completed)

All Participants have read the provisions of this Agreement and are aware of the Participants' responsibility under the WAC BMP Procurement Procedure and WAP Implementation Guidelines, and agree to the terms and conditions contained therein.

Participant (Landowner) Signature: _____ Date: _____
Participant's Address: _____

Participant (Producer) Signature: _____ Date: _____
Producer's Address: _____

Section IV: WAC Approval

WAC Program Manager: _____ Date: _____

WAC Executive Director: _____ Date: _____

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