

City of St. Louis Park's Rainwater Rewards Program Stormwater-Runoff Best Management Practices Cost-Share Funding Agreement

This agreement, entered into to support collaborative water-resource protection and education and outreach efforts, is made between the City of St. Louis Park (city) and the property owner Landowner.

1. **Scope of work:** Landowner will work with or without a consultant to design and construct a rain garden at the property. The Project will be constructed in accordance with the final designs and plans provided by Landowner or consultant. City representatives may enter the property at reasonable times to inspect the work and determine compliance with this agreement.
2. **Contractor:** Landowner will select a contractor or contractors for the Project and ensure the construction of the Project in conformity with provided final design and plans. In contracting for construction of the Project, Landowner 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.
3. **Reimbursement:** When the city determines that installation has been completed in accordance with the final designs and plans and the city has received all invoices and/or receipts documenting the Project costs, along with any completed reimbursement forms required by the city, the city will reimburse Landowner according to the current reimbursement schedule.
4. **Signage; public access; publicity:** The city or Landowner may place and maintain appropriate signage on the property identifying and describing the Project and informing the public of its purposes. On reasonable notice to Landowner, city representatives may accompany members of the public onto the property to view the Project. This agreement does not create any right of public entry onto Landowner's property except as coordinated with Landowner and accompanied by a city representative. In communicating to funding or oversight agencies or in public communications about city programs, the city may cite the Project and its location and may depict the Project in text, photographs or other media.
5. **Maintenance:** Landowner will maintain the Project for 10 years from the date of Landowner's final submittal for reimbursement in accordance with the terms of the maintenance schedule provided by the city.

6. **Sale of the property:** After receiving reimbursement under paragraph 3, Landowner will notify the city at least 30 days before Landowner conveys the property and will facilitate communication between the city and the purchaser of the property to help ensure continued maintenance of the Project.
7. **City role; indemnification:** The city's role under this agreement is solely to provide funds to support the Project. Review of any design or installation by the city is solely for the purpose of establishing accountability for city funds expended. Landowner will indemnify, defend, and hold harmless the city, its officers, board members, employees, and agents from any and all claims, actions, costs, damages, and liabilities of any nature to the degree they are the result of action or inaction by Landowner or its contractor that is the basis for liability in law or equity.
8. **Authority to contract:** The person or persons executing this agreement on behalf of Landowner represent that he, she or they are duly authorized to execute this agreement on behalf of Landowner and represent and warrant that this agreement is a legal, valid and binding obligation enforceable according to its terms.
9. **Waiver and rights:** The city's failure to insist on the performance of any obligation under this agreement does not waive its right in the future to insist on strict performance of that or any other obligation. Notwithstanding any other term of this agreement, the city waives no immunities in tort. This agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party.

Intending to be bound, the parties execute and deliver this agreement.