

PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

General Information

Organization	Contract Number	Other state or non-state funds? Yes <input type="checkbox"/> No <input type="checkbox"/>	Amendment <input type="checkbox"/> Board meeting date(s):	Canceled <input type="checkbox"/> Board meeting date:
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*If contract amended, attach amendment form(s) to this contract.

Applicant

Land Occupier Name	Address	City/State	Zip code
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

Conservation Practice Location

Township Name	Township	Range	Section	1/4,1/4
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Contract Information

I (we), the undersigned, do hereby request cost share assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:

1. The land occupier is responsible for full establishment, operation, and maintenance of practice(s) and upland treatment criteria applied under this program to ensure that the conservation objectives are met and the effective life, a **minimum of ____ years**, is achieved. The specific operation and maintenance requirements for the conservation practice(s) listed are described in the Operation and Maintenance Plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice(s) during the effective life, the land occupier is liable to the organization for up to 150% of the amount of financial assistance received to install and establish the practice(s) unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned effective life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the: _____
5. Increases in the practice(s) units or cost must be approved by the organization board through amendment of this contract as a condition to increase the cost-share payments.
6. This contract, when approved by the organization board, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by _____ (date), this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization board as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs; and the date(s) the work was performed. The organization board has the authority to make adjustments to the costs submitted for reimbursement. Pre-Construction Cover is exempt from having the required invoices /receipts. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).

3. Be responsible for the operation and maintenance of the conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
4. Not accept cost-share funds, from state sources in excess of ____ percent, or state and non-state sources that when combined are in excess of ____ percent of the total cost to establish the conservation practice(s). Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the Flat Rate Payment option.
5. Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date	Land Occupier
Date	Landowner, if different from applicant Address, if different from applicant information:

Conservation Practice

The primary practice for which cost-share is requested is _____

Practice standard(s) or eligible component(s)	Engineered Practice (<input type="checkbox"/> yes or <input type="checkbox"/> no) Ecological practice (<input type="checkbox"/> yes or <input type="checkbox"/> no)	Total Project Cost Estimate
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Technical Assessment and Cost Estimate

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider
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Pre-Construction Cover

Allowed when temporary cover is necessary for future installation of structural conservation practices. A Flat Rate Payment of up to \$150 per acre, not to exceed 10 acres, is allowed as part of a State Cost-Share contract for the installation of structural practice(s).

Amount / Acre (NTE \$150/acre)	Number of Acres (NTE 10 Acres)	Total Amount

Amount Authorized for Financial Assistance

The organization board has authorized the following for financial assistance: total not to exceed ____ percent of the total cost to establish the conservation practice plus the pre-construction cover total amount if utilizing the Flat Rate Payment option.

Board Meeting Date	Authorized Signature	Total Amount Authorized \$
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