**FLAT RATE CONSERVATION PRACTICE ASSISTANCE CONTRACT**

**General Information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Organization      | Contract Number      | Other state or non-state funds?Yes [ ]  No [ ]  |  Amendment [ ] Board meeting date(s):       | Canceled [ ] Board meeting date**:**  |

\*If contract amended, attach amendment form(s) to this contract.

**Applicant**

|  |  |  |  |
| --- | --- | --- | --- |
| Land Occupier Name      | Address      | City/State      | Zip code       |

\* 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** |

**Contract Information**

I (we), the undersigned, do hereby request 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 all practices and upland treatment criteria applied under this program to ensure that the conservation objective of the practice is met and the effective life, a **minimum of** **years**, is achieved. The specific operation and maintenance requirements for the conservation practice 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 during its effective life, the land occupier is liable to the State of Minnesota for the amount up to 150% of the amount of financial assistance received to install and establish the practice 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 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 units or cost must be approved by the organization board through amendment of this contract as a condition to increase the payments.
6. This contract, when approved by the organization board or council, will remain in effect unless canceled or amended by mutual agreement, except where installations of practices covered by this contract have not been installed by  (date), this contract will be automatically terminated on that date.
7. Reimbursement requests must be supported by a completed voucher.

**Applicant Signatures**

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel where the conservation practice will be located.
2. Obtain all permits required in conjunction with the installation and establishment of the practice prior to starting construction of the practice.
3. Be responsible for the operation and maintenance of conservation practices applied under this program in accordance with an operation and maintenance plan prepared by the technical assistance provider.
4. Not accept any other state or federal funds for this practice.

|  |  |
| --- | --- |
| Date | Land Occupier |
| Date | Landowner, if different from applicantAddress, if different from applicant information:  |

**Conservation Practice**

The primary practice for which assistance is requested is

|  |  |  |
| --- | --- | --- |
| Practice standards or eligible component(s)      | Engineered Practice ([ ]  yes or [ ]  noEcological practice ([ ]  yes or [ ]  no | Total Project Cost Estimate      |

**Technical Assessment and Cost Estimate**

I have the appropriate technical expertise and have reviewed the site where the above-listed practice is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

|  |  |
| --- | --- |
| Date | Technical Assistance Provider |

**Amount Authorized for Financial Assistance**

The organization board or council has authorized the following for financial assistance, total not to exceed a rate of **$     /     .**

|  |  |  |
| --- | --- | --- |
| Amount | Program Name | Fiscal Year |
|       |       |       |
|       |       |       |
|       |       |       |

|  |  |  |
| --- | --- | --- |
| Board Meeting Date | Authorized Signature | Total Amount Authorized$       |