**PERCENT BASED 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 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 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 cost-share 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. 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 must include the name of the vendor; materials, labor or equipment used; the component unit costs and the dates 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.

**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 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. Pre-construction Cover is exempt from the percent reimbursement rate limitations when utilizing the flat rate payment option.
5. To 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 applicantAddress, if different from applicant information:  |

**Conservation Practice**

The primary practice for which cost-share 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 |

**Pre-Construction Cover**

Is allowed when temporary cover is necessary for the 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 or council 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.

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

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