

GBERBA CONSERVATION DRAINAGE COST-SHARE ASSISTANCE CONTRACT

General Information

Organization.	Contract Number	Other Cost-Share? Drainage Authority <input type="checkbox"/> EQIP <input type="checkbox"/> State Cost-Share <input type="checkbox"/>	Amendment <input type="checkbox"/> Board Meeting Date(s):	Cancellation <input type="checkbox"/> Board meeting date(s) :
	CWP <input type="checkbox"/> 319 <input type="checkbox"/>			

Applicant

Applicant	Address	City/State	ZIP
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* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement.

Conservation Practice Location

Township Name	Township	Range	Section	1/4,1/4	Minor Watershed Number
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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 all practices and upland treatment criteria applied under this program to ensure that the conservation objective objective of the practice is met and the **effective life, a minimum of 10 years**, is achieved. The specific operation and maintenance plan prepared for this contract by the organization technical representative.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier maybe liable to the Greater Blue Earth River Basin Alliance for the amount up to 150% of the amount of financial assistance received to install and establish the practice unless 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 land occupier who signed this contract to advise the new owner that this contract is in for 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 USDA-NRCS Field Office Technical Guide (FOTG) practice standards or other applicable standards as accredited by a licensed professional, reputable vendor with applicable expertise and liability coverage or an individual with other applicable credentials, training and/or experience.
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 April 30, 2018**, this contract will be automatically terminated on this 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 organization board has the authority to make adjustments to the costs submitted for reimbursement.

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 conservation technical representative.
4. Not accept cost-share funds, from state and federal sources that when combined are in excess of 75 percent of the total cost to establish the conservation practice.
5. To provide copies of all forms and contracts pertinent to any other state or federal programs that are contributing funds toward this project.

Date	Land Occupier
Date	Landowner, if different from applicant

Conservation Practice

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

Practice standards or eligible component(s)	Other recognized technical practice	Engineered Practice (<input type="checkbox"/> yes or <input type="checkbox"/> no) Ecological practice (<input type="checkbox"/> yes or <input type="checkbox"/> no)	Total 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 is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Representative
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Amount Authorized for Financial Assistance

The organization board or council has authorized the following for financial assistance, total not to exceed the overall percent indicated in 4, above.

Amount	Program Name	Fiscal Year

Board Meeting Date	County Ditch Authority, SWCD Board or County Board of Commissioners - Authorized Signature	Total Amount Authorized \$
Board Meeting Date	GBERBA Policy/Executive Board - Authorized Signature	