

# HAWK CREEK WATERSHED PROJECT CONSERVATION PRACTICE COST-SHARE CONTRACT

## General Information

Contract Number	Other federal or other state funds? Yes <input type="checkbox"/> No <input type="checkbox"/>	County	Watershed
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## 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.

## 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 in 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 Hawk Creek Watershed Project technical representative.
2. Should the land occupier fail to maintain the practice during its effective life, the land occupier is liable to the Hawk Creek Watershed Project 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 as determined by the Hawk Creek Watershed Project, 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 force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with Hawk Creek Watershed Project technical standards and specifications.
5. Increases in the practice units or cost must be approved by the Hawk Creek Watershed Project.
6. This contract, when approved by the Hawk Creek Watershed Project, 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. If the land occupier begins installation of practice(s), but fails to complete the installation of practice(s), the land occupier is liable for all project costs incurred.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the Hawk Creek Watershed Project as practical and reasonable. The Hawk Creek Watershed Project 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 Hawk Creek Watershed Project'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 Hawk Creek Watershed Project technical representative.
4. Not accept cost-share funds, from state and federal sources that when combined are in excess of \_\_\_\_\_ 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  Address, if different from applicant information:

**Conservation Practice**

The practice(s) for which cost-share is requested is  \_\_\_\_\_

Practice standard(s) or eligible component(s)	Engineered practice <input type="checkbox"/> Yes <input type="checkbox"/> No  Ecological practice <input type="checkbox"/> Yes <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 is to be installed and find it is needed and that the estimated quantities and costs are practical and reasonable.

Date	Hawk Creek Watershed Project Technical Representative
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**Amount Encumbered for Cost-Share**

Cost-share total not to exceed the overall percent indicated in 4, above.

Date	Hawk Creek Watershed Project Authorized Signature	Total Amount Encumbered
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