

Deer Creek-Sugar Creek
Cost-Share Program
Agreement for Services

Participant Name (Printed)

*** Please use the official name used on all tax documentation for the individual or entity entering into this agreement.***

I. Purpose of this Agreement.

This agreement is entered into between the Carroll County Soil and Water Conservation District (CCSWCD), IDEM grant-holder, and the above named participant for the purpose of cost-sharing on conservation practices agreed upon and designed for and by the CCSWCD Deer Creek-Sugar Creek Cost-Share Program (further known as the Program).

II. Definitions

- A. *Best Management Practice (BMP)*: Land treatments that reduce or prevent non-point source pollutants such as: *E. coli*, sediment, nutrients, etc.)
- B. *Certify/Certification*: Verification or statement of fact (i.e. Certify that a practice is installed according to specifications).
- C. *Conservation plan*: A plan of work created by NRCS and/or one of the participating SWCDs that documents the conservation decisions made by parties of interest: including planned practices, their location, and dates they may be applied.
- D. *Cost –share*: Method of payment for installation of practices whereby the expenses are shared between two or more parties.
- E. *Easement*: A land agreement whereby the land is owned by one party, but rights to use the land is given to another.
- F. *Grant Executor*: Organization contracted to conduct grant-activities, the Wabash River Enhancement Corporation (WREC).
- G. *Natural Resources Conservation Service Field Office Technical Guide (NRCS FOTG)*: The field manual used by the NRCS to install and/or apply BMP's.
- H. *Non-point source pollution*: pollutants (sediment, fuel, oil, chemicals, etc.) that reach surface water through rainfall and snowmelt runoff.
- I. *Participating SWCD*: Soil and Water Conservation District offices in Cass, Howard, Miami and Tippecanoe Counties.
- J. *Watershed*: An area of land that drains to a particular water body, such as a stream or river.

III. Certification of Eligibility

The undersigned certifies that the land under agreement is eligible for the Program to the best of their knowledge. In this instance eligible is defined as:

- 1) Located within the Deer Creek-Sugar Creek critical areas, as defined in the *Deer Creek-Sugar Creek Cost-Share Program, October 2014* and the *Deer Creek-Sugar Creek Watershed Management Plan, July 2014*.
- 2) The Agreement will be signed by the applicant and/or landowner(s) with controlling interest in the BMP.

IV. Agreement

The participant Agrees to:

- 1) Apply the best management practices identified herein to the land under agreement, and:
 - a. Complete all projects and turn in all receipts before December 31, 2015.
 - b. Complete all projects to the specifications described in the NRCS Field Office Technical Guide (FOTG).
- 2) Accomplish the fulfillment of the agreement including, but not limited to: finding contractors, ensuring the project is installed on time, locating seed mixes/equipment, etc.
- 3) Obtain all permits, easements, and other approvals for applying this cost-share project. Permit fees are not eligible for cost-share reimbursement.
- 4) Maintain vegetative practices (i.e. filter strips, no-till equipment, nutrient management, pest management, waste management, etc.) for 5 years. Maintain cover crops for 1 year. Maintain all structural practices (i.e. grade stabilization structures, rock shoots, etc.) for 10 years.
- 5) Allow Deer Creek-Sugar Creek Steering committee members (including SWCD, NRCS, Indiana State Department of Agriculture, and Indiana Department of Environmental Management, and Wabash River Enhancement Corporation representatives) access to the land under agreement to monitor installation and post-installation activities for certification.
- 6) The \$10,000.00 maximum limit for receiving cost-share dollars through this program for equipment modifications or animal mortality facilities.

V. Payment

Both parties recognize that this is a cost-share program, all payments due to participants will be made in arrears, and only eligible expenses will be reimbursed. Eligible expenses are those expenses incurred while installing or applying the best management practices for the reduction and prevention of non-point source pollution as agreed upon in this contract and approved application. Ineligible expenses include: large new equipment purchases, drainage, dredging, or flood control projects, incentive payments, yield loss payments, NPDES or CFO- permit required practices, and permit fees of any kind.

- 1) The CCSWCD agrees to reimburse the participant up to seventy-five percent (75%) of eligible expenses incurred by PARTICIPANT in respect to implementation of the BMP's, up to a maximum reimbursement of \$_____.
- 2) The participant will be reimbursed at an hourly rate of \$20/hour for in-kind service match and \$30/acre for agricultural plantings. The participant agrees to provide the following cost-share in cash or in-kind service: \$_____.
- 3) In order for cost-share activities to be billed to the CCSWCD, a claim voucher with the original receipt must be presented to the CCSWCD.
- 4) Payment will only be made for those activities that meet NRCS FOTG specifications or other standards.
- 5) Reimbursement for work completed will be received approximately six to eight weeks after CCSWCD has been provided the appropriate documentation and invoices for the work completed.
- 6) Participant agrees to retain all records related to the cost-share program for 5 years after the completion of the terms of this agreement.

VI. Appeals

Appeals related to any decision rendered by a CCSWCD representative may be made to the CCSWCD Board of Supervisors. Appeals related to restrictions of the cost-share program may be addressed to the Indiana Department of Environmental Management (IDEM), Office of Water Quality, Watershed Management Section.

VII. Provision for the Protection of Listed Species and Special Sites

Both parties agree that work will be discontinued in the event that an endangered, threatened, or species of special concern is encountered, or an archaeological or historic site is discovered, on contracted lands during the course of this agreement.

VIII. Modifications/Corrections to the Agreement

The CCSWCD reserves the right to unilaterally correct all data entry or computational errors made in completion of the contract. All other modifications to the agreement must be made by mutual agreement of both parties in writing, and be signed by both parties.

IX. Violations

All violations of this agreement will be subject to the following remedies:

- 1) Scenario: Work has been completed incorrectly, has not been certified. Remedy: Non-reimbursement unless the participant corrects the installation to required specifications.
- 2) Scenario: Work was certified and paid for, but then tore out, disregarded, etc.
Remedy: IDEM will investigate the violation and impose the appropriate resolution.

The knowing misrepresentation of any fact in this agreement will constitute a violation of this agreement. Such violations will be turned over to IDEM for resolution.

X. Termination of the Agreement

This agreement will be terminated should acts of a local, state, or federal governing body render the agreement to be unlawful. Further, if an enacted statute would change the terms and conditions of this agreement, the participant may choose to accept the new terms of the agreement, or terminate the contract.

XI. Certification of Control

The participant certifies that he or she has control of the land for the period of the agreement. If the participant loses control of the land under agreement within the specified period, the following stipulations apply:

- 1) The purchaser may choose to assume responsibility of the agreement and the participant will no longer be held responsible for fulfilling conditions of this agreement OR
- 2) The participant must reimburse all cost-share monies paid by the CCSWCD.

XIII. Signatures

This agreement is entered into by the CCSWCD and _____.

(Participant Name)

Any modifications to this agreement must be signed by a representative of the CCSWCD and

_____.

(Participant Name)

As representatives of the parties of interest we agree that we enter this legally-binding agreement willingly and in good faith.

Participant (Printed Name)

Participant (Signature)

Date

Please check this box if the participant is not the landowner, but has the landowner's Power of Attorney paperwork on file with the county FSA /NRCS office.

Landowner (Printed Name)

Landowner (Signature)

Date

CCSWCD Board of Supervisors (Printed Name)

CCSWCD Board of Supervisors (Signature)

Date

The Carroll County Soil & Water Conservation District (CCSWCD) offers all programs and services on a non-discriminatory basis, without regard to race, color, national origin, sex, religion, age, disability, political beliefs, or marital and familial status. Equal opportunity employer and provider.