

TIPPECANOE COUNTY SWCD 2021 COST SHARE PROGRAM

AGREEMENT OF TERMS & CONDITIONS

Participant Name:

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

I. Purpose of Terms & Conditions Agreement

This agreement is entered into between the Tippecanoe County Soil & Water Conservation District (TCSWCD) and the above-named participant for the purpose of cost-sharing on the planting of cover crops through the Tippecanoe County 2021 Cost Share Program (further known as the Program).

II. Definitions

BMP: Best Management Practice or land treatment that reduce or prevent non-point source pollutants such as E. coli, sediment, and nutrients

Certify/Certification: Verification or statement of fact (i.e. certify that a practice is installed according to specifications)

Cost-Share: Method of payment for installation of cover crops whereby eligible expenses are shared between two or more parties

Non-Point Source Pollution: Pollutants (sediment, fuel, oil, chemicals, etc.) that reach surface water through rainfall or snowmelt runoff

TCSWCD: Tippecanoe County Soil and Water Conservation District

USDA-NRCS: United States Department of Agriculture, Natural Resources Conservation Service

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 boundaries of Tippecanoe County.
- 2) The Agreement of Terms & Conditions 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 BMP(s) identified herein (installation of cover crops) to the land under agreement, and:
 - a. Complete all projects by October 31, 2021.
 - b. Ensure seed mix meets USDA-NRCS standards and specifications.
- 2) Accomplish the fulfillment of the agreement including, but not limited to: finding contractors, ensuring the project is installed on time, locating seed and equipment, etc.
- 3) Obtain all permits, easements, and other approvals for applying this cost share project.
- 4) Allow TCSWCD and/or USDA-NRCS representatives access to the land under agreement to monitor installation and operation/maintenance activities for certification and validation purposes.
- 5) Adhere to the program payment caps listed in the Program guidelines.

V. Payment

Both parties recognize that this is a cost-share program; that all payments due to participants will be made in arrears, and that only eligible expenses will be reimbursed. **Eligible expenses are those seed costs incurred while installing the cover crop practice for the reduction and prevention of non-point source pollution as agreed upon in the approved Program Application.**

- 1) The TCSWCD agrees to pay the below for all eligible expenses incurred as part of the Program up to the Not-to-Exceed Unit Rate (\$20/acre) and Program Payment Caps (\$2,000/max).

- 2) In order to receive cost-share, all original bills, receipts, and seed tags must be presented to the TCSWCD.
- 3) Participant reimbursements will be issued between 30 and 60 days after TCSWCD has been provided the appropriate documentation, invoices and seed tags.
- 4) Participant agrees to retain all records related to the BMP installation and management for the life of the cover crop practice.

VI. Appeals

Appeals related to any decision rendered by a TCSWCD representative may be made to the TCSWCD Board of Supervisors.

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

Both parties agree that work will be discontinued immediately in the event that a threatened, endangered, or otherwise protected 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 TCSWCD 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 the 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:

- 1) Any BMP not completed to the standards and specifications as approved by TCSWCD will not be reimbursed unless the BMP is corrected to come under compliance with the approved standards and specifications.
- 2) Any knowing misrepresentation of any fact in this agreement will constitute a violation of this agreement and will be reported to the TCSWCD and any funds disbursed will be repaid to the TCSWCD.

X. Termination of Agreement

This agreement will be terminated should acts of a local or state 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. Signatures

This agreement is entered into by the TCSWCD and **(Participant Name)**. Any modifications to this agreement must be signed by a representative of the TCSWCD and **(Participant Name)**. As representatives of the parties of interest we agree that we enter this legally-binding agreement willingly and in good faith and that any installed practices will be for the improvement of current environmental and operational conditions.

Participant (Printed):

Participant (Signed): _____ **Date:** _____

Landowner (Printed):

Landowner (Signed): _____ **Date:** _____

TCSWCD Chairman of the Board (Printed): Curt Vanderkleed

TCSWCD Chairman of the Board (Signed): _____ **Date:** _____