

**STATE OF OKLAHOMA
CONSERVATION COST-SHARE PROGRAM
PERFORMANCE and MAINTENANCE AGREEMENT**

Agreement No. _____ - _____ - _____

The _____ Conservation District, hereinafter referred to as District, and
_____ hereinafter referred to as participant agree to perform

Part I – Conservation Practice(s) To Be Completed

_____ is the conservation practice(s) to be
constructed as set forth in the participant’s Conservation Plan.

Part II – Stipulations

A. The participant agrees:

1. To perform or have performed all work described in the Conservation Plan in accordance with conservation practice standards and specifications furnished by the District or the Natural Resources Conservation Service (NRCS).
2. To submit to the District a detailed, itemized statement of costs and copies of contractor’s invoices when conservation practice(s) are constructed by a contractor.
3. To submit to the District detailed invoices for participant in-kind contributions.
4. To complete or have completed all work described in the Conservation Plan on or before _____.
5. To obtain required permits and approvals prior to the construction of the conservation practice(s).
6. To permit free access to the participant’s land for District and NRCS representatives to inspect the conservation practice(s) upon completion.
7. To maintain, at no cost to the District, the conservation practice(s) as designed and constructed for the expected life of _____ **years** as set forth by the District. If the participant removes, destroys or does not maintain the practice(s) before the end of its expected life, the District shall be authorized to recover the CSP funds disbursed. The participant shall remain ineligible for future CSP funding until the practice(s) is properly maintained, CSP funds are recovered by the District, or the expected life of the practice(s) expires.
8. To accept the District’s method of calculating the cost-share payment for completed work.
9. To complete and attach an IRS W-9 Form-Request for Taxpayer Identification Number and Certification.

B. The District agrees:

1. To provide assistance to the participant to develop a new or revised Conservation Plan that reflects the conservation practice(s) outlined in Part I.
2. To provide specifications and technical assistance for work described in Part I.
3. To provide and pay a _____ % cost-share rate of the lesser of the District average cost or the participant’s actual cost to install the conservation practice(s). The cost-share payment will not exceed \$_____.
4. To accept in-kind contributions from the participant for work performed by the participant on approved cost-share conservation practice(s) constructed.

Part III – Signatures

This agreement shall be effective from the last date of signature below. Work can not begin until an effective agreement is signed and dated by the participant and the conservation district.

PARTICIPANT:

CONSERVATION DISTRICT:

Participant Signature

Authorized District Representative Signature

Date

Date Approved by the Board of Directors

Completed W-9 Form Attached