

# STATE OF OKLAHOMA

## CONSERVATION COST SHARE PROGRAM

### PERFORMANCE and MAINTENANCE AGREEMENT

This Agreement \_\_\_\_\_, made and entered into by and between the \_\_\_\_\_ Conservation District, hereinafter referred to as District, and \_\_\_\_\_ hereinafter referred to as Participant.

#### 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 obtain required permits and approvals prior to the construction of the conservation practice(s).
3. To complete or have completed all work described in the Conservation Plan on or before \_\_\_\_\_.
4. To permit free access to the participant's land for District and NRCS representatives to inspect the conservation practice(s) upon completion.
5. To submit to the District copies of detailed contractor invoices, receipts for materials and/or a CSP In-kind Contributions form documenting work performed by the participant.
6. 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.
7. To accept the District's method of calculating the cost share payment for completed work.
8. 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 when properly submitted on a CSP In-kind Contributions form.

#### 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