



Sherman County Soil and Water Conservation District County Cost Share Program

Start Date: _____

Purposes

- To provide financial and technical resources for implementation of conservation projects in Sherman County Watersheds which benefit Sherman County residents, resources, and/or communities.
- To assist with worthwhile projects that don't fit traditional funding sources (Oregon Watershed Enhancement Board) including small projects in urban settings.

Limitations: Annual Budget \$100,000; Allocated quarterly: \$25,000 each quarter

*The annual budget and quarterly allocations are to be used as a guide for quarterly spending. Emergency funding takes priority and may change quarterly amounts.

Q1 = July to September

Q2 = October to December

Q3 = January to March

Q4 = April to June

Program Concept:

1. Application Form; Cover Page - fill in the blanks

Description of project

- a) What will be done
- b) Who will do it
- c) Where will it be done
- d) Landowner explanation of benefits
- e) Budget
- f) Schedule

2. Eligible Applicants

- a) Sherman County Residents
- b) Landowners
- c) Organizations (4-H, FFA, etc.)

3. Eligible Projects

- a) Conservation Projects
 - See Exhibit B for Haul Road specifications
 - See Exhibit C for Boundary Fence specifications
- b) Conservation Education Projects which meet one of the stated purposes for this program

4. Cost Share / Cost Share rates

Conservation Projects

- 1) Landowner 25% & SWCD 75% cost share rate with projects up to \$20,000.
- 2) Reference current Sherman County SWCD Hold Down Rates and EQIP cost list

5. Agreement upon approval, grantee must sign agreement for proposed work including:

- a) Follow NRCS technical standards
 - b) Authorize access for inspection of completed project
 - c) Provide before and after photographs.
 - d) Provide copy of all receipts and permit(s) if required
 - e) Follow NRCS Conservation Lifespan of practices. If practice does not fit with NRCS practices then must maintain for 10 years. If not maintained for the project lifespan, a landowner refund will be required of 100% of the allocated funds minus 5% per year after the first year of completion
- Example of Landowner refund based on years:

Project Year	Percent of Project Cost Refunded
1	95%
2	90%
3	85%
4	80%
5	75%
6	70%
7	65%
8	60%
9	55%
10	50%

f) Complete project within **2 years of approval.**

- a. Extensions – Project extensions may be awarded to the applicant by the board on a case by case basis. A written request by the applicant must be submitted to the office 30 days prior to the grant completion date to be eligible for review.

6. Due Date: Applications due by the last day of the month. Applications will be reviewed at monthly Board meetings which occur on the second Tuesday of the month except for July and August.

7. Processing.

- a) Quarters begin July 1st, October 1st, January 1st, and April 1st
- b) District staff will review applications, completeness, applicant and project eligibility, assign a priority based on the nature of the project consistent with District Long Range Plan priorities, and prepare a summary list for the board meeting.
- c) Board will consider applications at the monthly board meeting for approval within the amounts appropriated for the program in the district budget. The board will generally limit amounts approved quarterly to the quarterly allocation.

APPLICANT INFORMATION

Name: _____

Phone: _____

Address: _____

City: _____

State: _____

ZIP Code: _____

Project Description**WHAT WILL BE DONE**

**EXPLAIN WHY DO YOU THINK THIS PROJECT SHOULD BE FUNDED
(DESCRIBE ENVIRONMENTAL OR OTHER BENEFITS FOR THIS PROJECT
APPLICANT ONLY)**

WHO WILL DO THE WORK

WHERE IS THE PROJECT LOCATED (TOWNSHIP, RANGE, SECTION, TRACT, TAX LOT #, STREET ADDRESS, ETC... ATTACH MAP IF AVAILABLE)

Do you need technical assistance (<i>circle one</i>)	Yes	No
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BUDGET

Estimated Total Cost	\$
Amount Requested from district	\$
	(75% up to \$20,000)

SCHEDULE

Project start date:	
Project end date:	

SWCD & NRCS CONSERVATION PRACTICE LIFESPAN

Practice Code	
Conservation Practice	
Units	
Practice Lifespan	

The budget is the Applicant's statement for how the Sherman County SWCD funds will be spent. Use this table to itemize projected costs for each of the following expense categories that apply to your project. Please use the accompanying Practice Cost List for the maximum costs allowed for individual practices. Financial assistance for approved practices will be based on specifications provided by the Sherman County SWCD, as a minimum. The cost differential for practices installed to higher specifications shall be the responsibility of the applicant. Please round figures to the nearest whole dollar when possible.

Note: A minimum of 25% cost share/in-kind (of the total project cost) is required by the cooperator for the Landowner Assistance Program. Cost share/in-kind can be provided as labor costs, materials, cash, or financial assistance from other sources. Landowner in-kind labor shall be charged at \$24.20/hour (NOT TO EXCEED THE PROJECT CAP).

Project Expense	# of Units	Unit cost	Total Cost	Description of Expense item
Supplies (seed, fencing, pipes, gravel, plants etc.)				
Labor (work crews, establishing plants, equipment operation, etc.)				
Equipment (Only critically needed equipment)				
Production Costs (design, permits - see general instruction for restrictions)				
Total Projected Cost				
SWCD				(Not to exceed Sherman County SWCD funds)
Landowner				



Project Agreement
between
Sherman County Soil and Water Conservation District
And

I am interested in implementing a conservation project on land that I own or operate, and I request assistance from Sherman County Soil and Water Conservation District.

The project is located in (Township, Range, Sec) _____

The project consists of (*types and extent of practices*) _____

*A map is attached showing further details.

I have developed an estimate budget in consultation with a technician from either Sherman County SWCD or Natural Resources Conservation Service (NRCS). The estimated budget is attached to this agreement and application.

I agree to complete the noted practices within the following time frame: **2 Years from Award Date**, contingent upon acquisition of cost-share funds by Sherman County SWCD. Furthermore, this agreement may be cancelled by either party in the event that cost-share funding cannot be provided by the SWCD *OR* by the landowner within the specified period. ***I agree that I will apply for no more than \$40,000 of cost share within a 5 year period and no more than \$15,000/year under my name as a landowner OR under my farm name.*** Applicants applying as the operator must have proof of an active lease/rental agreement with the landowner.

I agree to allow access to SWCD/NRCS personnel as necessary to fulfill project requirements, including natural and cultural resources review, inspection, and photography of completed projects. This does not relieve personnel of the requirement to make access arrangements with me in advance.

I understand that no representation is made by NRCS, SWCD or any Watershed Council as to the existence or non-existence of utilities. It is the responsibility of landowners, operators and/or contractors, for the liability of any damage resulting from disruption of service caused by construction activities. (AT LEAST 48 HOURS BEFORE YOU DIG, CALL: 1(800)332-2344).

I agree to maintain all funded practices for a minimum of years designated on the application. If, before the expiration of the specified project lifespan, I choose to void this agreement or use the project for any other purpose than what it was specifically designed to do as outlined in the NRCS Field Office Technical Guide, I agree to refund 100% of the allocated funds minus 5% per year after the first year of completion.

****By signing this document I agree:***

- Not to implement any part(s) of the outlined project before being approved by Sherman County SWCD. District staff will notify you when you have approval to start.***
- To use NEW materials for all aspects of the project(s) or money awarded will be forfeited back to the funder.***
- That I, the landowner, will pay a minimum cost-share rate of 25 %***

(Cooperator's Signature)

(Date)

Sherman County Soil and Water Conservation District agrees to:

- Provide technical assistance from the SWCD or NRCS in developing and implementing the conservation plan with the identified practices, and in conducting natural resource and cultural resource reviews as required by various State and Federal laws.
- Make technically sound and economically feasible recommendations based upon the NRCS Field Office Technical Guide, including measures to assure that the plan will not adversely affect threatened or endangered species and will adequately address water quality standards.
- Seek cost-share funding at the agreed upon rate for the time frame identified above.
- Notify cooperator when cost-share funding becomes available, and of any deadlines imposed by the funding source.
- Protect cooperator's information from disclosure in accordance with the Privacy Act.
- Make arrangements with cooperator for any required access to project site.
- Provide all services on a non-discriminatory basis.

Sherman County SWCD reserves the right to cancel this agreement in the event that cost-share funding cannot be acquired within the specified timeframe.

APPROVED _____

(Board of Directors)

(Date)



SHERMAN COUNTY SOIL & WATER CONSERVATION DISTRICT

P. O. BOX 405

PHONE (541) 565-3216

COUNTY COST SHARE PROGRAM GRANT AGREEMENT

This grant agreement is between the Sherman County Soil and Water Conservation District and the Grantee, in consideration of the mutual covenants contained herein. Any contribution made by the Sherman County Soil and Water Conservation District to the Grantee is subject to the following terms and conditions:

1. **Project Proposal.** Contributions shall be used only for the purposes agreed upon in the *Schedule for Release of Funds*, attached as Exhibit A, and in the manner set forth in the approved grant application unless the Grantee has received written permission from the Sherman County SWCD for deviation. A minimum of 25% match funds shall be provided prior to the disbursement of funds.
2. **Repayment.** The Recipient shall repay to the Sherman County SWCD any portion of the contribution which is not used for the purposes specified in the project proposal.
3. **Limitation of Contribution.** The total amount of the contribution or any payment thereof may be discontinued, modified, or withheld at any time, when in the sole and absolute discretion of the Sherman County SWCD, such action is necessary to comply with the requirements of law, regulations or rulings.
4. **Limitation on Damage; No Warranty.** The Sherman County SWCD shall not be responsible for any cost overrun, damages or consequential damages associated with the Grant including, but not limited to, costs and expense associated with the Grant including any other foreseen or unforeseen circumstances. The Sherman SWCD makes no warranty as to any materials, equipment, or the quality of workmanship associated with the Grant or as to the outcome of the project.
5. **Full Disclosure.** The recipient of the Grant represents that it has made the Sherman County SWCD aware of any potential liabilities or other legal issues that may arise as a result of the Grant. This representation includes notification of: dissent from affected landowners; pending or potential lawsuits relating to the Grant or the recipient; disagreement over chosen methods on the project; and any other conflict or dispute that may hinder the implementation of the Grant project.
6. **Accounting for Funds Distributed.** The grantee shall account for all funds distributed by the Sherman County SWCD using generally accepted accounting practices sufficient to account for the income and expenses related to this project. The grantee shall also account for all expenses related to this project. The grantee shall also account for all other funds expended, as well as in-kind services and donated materials. The grantee further agrees to make such accounting records available to the Sherman County SWCD.
7. **Assignment.** The grantee shall not assign or transfer its interest in this agreement without prior written approval from the Sherman County SWCD.
8. **Project Completion.** Within 30 days after the completion of the project, the Grantee shall submit to the Sherman County SWCD a final project report. The final project report shall include a summary of actions, outcomes and accomplishments generated from the project.
9. **Termination of Funding.** The Sherman County SWCD may terminate this agreement:
 1. At any time by mutual written consent of both parties;
 2. Upon written notice to grantee for grantee's failure to perform any other provision of this agreement;
 3. Upon 30 days written notice to grantee for any other reason specified in writing;

4. Upon failure to provide a signed agreement;
5. At any time, upon written notice by the Sherman County SWCD, should the funding be reduced. The Sherman County SWCD will be responsible for determining project reductions. Within 30 days of termination, grantee shall return to the Sherman County SWCD any unspent funds provided through this Grant. The Sherman County SWCD shall reimburse the grantee for authorized services performed and expenses incurred prior to the termination of this agreement.
10. **Compliance With Applicable Law.** The grantee shall comply with all federal, state, and local laws and ordinances applicable to this agreement.
11. **Modification.** This agreement may not be modified or amended except by the written agreement of both parties. This agreement cannot be modified or amended orally.
12. **Successor Interest.** This agreement shall be binding upon and inure to the benefit of the assigns and successors in interest of each of the parties hereto.
13. **Indemnity.** The grantee shall save and hold harmless the Sherman County SWCD, its board of directors, employees and members from all claims, suits, or actions of whatsoever nature resulting from, or arising out of, the activities of the grantee, its agents or employees under this agreement.

TERMS ACCEPTED BY:

RECIPIENT – _____

SHERMAN COUNTY SWCD

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A**SCHEDULE FOR RELEASE OF FUNDS****Name:****Total funds granted:** \$

All fund requests must be submitted and signed by the Grantee. Funds are released upon presentation of receipts, invoices or bills for purchases or work accomplished. Failure to comply may delay future grants from being reimbursed.

The project budget consists of the elements listed below:

Expense Category	Amount
	\$
Total	\$

EXHIBIT B**HAUL ROAD**

Mission Statement – To reduce wind and water erosion for pasture, rangeland and cropland

Priority – When one haul road could potentially benefit multiple landowners (multiple landowners use the same road in and out of fields)

- **Gravel must come from a certified pit.**
- Nothing smaller than 3/4" rock
- **Goal** – To reduce wind and water erosion
- Minimum of 1/8th mile to be graveled
- Reasonably cover the entirety of the road with gravel (avoid having bare spots)
- A base is suggested but not required
- Must consult with SWCD Technician before laying gravel

X

Initial

Pre Assessment – Make sure that an existing haul road exists (not a new road)

Pre Implementation –

- See how far the rock will go / identify priority areas
- Identify status of road (Grass, Bare dirt, etc.)

Post Implementation –

- Make sure gravel was used strictly for haul road

Disclaimer:

The Sherman SWCD will pay 75% of haul road costs; landowner is required to match at least 25%. We do not take responsibility over the design of the Haul Road as that is left up to the landowner. We reserve the right to refuse payment if the road does not meet satisfactory standards by office technicians. The Haul Road is yours to maintain, we will not pay for more gravel on that individual road for 5 years or as the Board sees fit so maintenance is a necessity.

X

Signature/Date

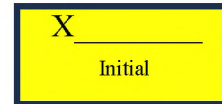
EXHIBIT C**BOUNDARY FENCE**

Mission Statement – To provide funding for border fencing where there is an existing resource concern.

Priority – When a boundary fence is needed for pasture management.

Specifications

- **Goal** – To install/replace boundary fence
- Standard 4 strand wire barb fence with appropriate spacing:
 - Spacing measured from ground-line – 16in, 22in, 30in, 42in
 - Other specs may be eligible (i.e. 5 wire, smooth, etc)
- SWCD will pay for **75% cost share**. Fence must be a “lifetime” fence (no wood components).
- SWCD will NOT pay for repairs to existing fence
- Barbed wire shall be 12.5 gauge, with 2-point barbs.
- T-Posts shall weigh at least 1.33 pounds per linear foot of length and be a minimum of 5.5 feet long.
 - Posts shall be set a minimum depth of 1.5 feet.
 - Gate, corner and brace posts shall be set to a minimum depth of 3 feet.
- Fasteners shall be 12 gauge or heavier.
- **All standard 4 wire fences shall not exceed 42” in height and have a minimum of 12” spacing between the top two wires for wildlife.**
- Must consult with SWCD Technician before installing/replacing fence



Pre Assessment – Make sure there is a resource concern where boundary fence could be beneficial.

Pre Implementation –

- Identify status of fence location.
- Fence lines should be cleared of any possible obstruction that would hinder the fence placement and operation. (This includes old fence)
- Communicate with any affected neighboring landowners.
- Consider wildlife passage

Post Implementation –

- Fence will be measured with GPS for length
- Fence height and spacing will be measured.
- Ensure old/downed fence has been removed.

Disclaimer:

The Sherman SWCD will pay 75% of fence cost; landowner is required to match at least 25%. We do not take responsibility over the layout of the boundary fence as that is left up to the landowner. We reserve the right to refuse payment if the fence does not meet satisfactory standards by office technicians. The boundary fence is yours to maintain, we will not pay for more fencing material on that individual section for 20 years so maintenance is a necessity.

X _____