

# Pecan Bayou Soil & Water Conservation District

## Community Wildfire Defense Grant Program – Landowner Agreement

|               |              |
|---------------|--------------|
| Project Tier: | Fiscal Year: |
| Project Area: | Contract #:  |
| Name:         | Address:     |
| Phone #:      |              |

### Section 1 – District Cooperative Agreement

This agreement is entered into by the **Pecan Bayou Soil and Water Conservation District**, referred to hereinafter as “District,” and **[insert name]**, referred to hereinafter as “Cooperator.”

**1.1 The District Agrees To:** Assist in carrying out conservation planning by furnishing to the Cooperator such information, technical assistance, supervision, and other assistance as it may have available at the time the work is to be done.

**1.2 The Cooperator Agrees To:** Develop a basic, progressive plan; plan land use within its capabilities; manage land according to its needs; apply one or more conservation practices adhering to the technical standards of the District; maintain all conservation practices established in a working condition; utilize other conservation measures put into effect; and use any materials or equipment made available by the District for the purpose intended.

**1.3 Additional Terms:** This agreement becomes effective on the date of the last signature and may be terminated or modified by mutual agreement of the parties hereto. The provisions of this agreement are understood by both the Cooperator and the District, and neither shall be liable for damage to the other's property resulting from carrying out this agreement, unless such damage is caused by negligence or misconduct.

### Section 2 – Contract for Cost-Share Assistance

| Practice | Estimated Acres | Cost-Share/Acre | Total Payment |
|----------|-----------------|-----------------|---------------|
|          |                 |                 |               |

This Contract expires on [MM/DD/YYYY]. Any funds not requested by performance certification will automatically release to **Pecan Bayou SWCD**.

I agree to implement all listed practice(s) and components for which cost-share payment is available and is received in accordance with standards established by **Pecan Bayou SWCD** and as scheduled in the conservation plan for a period of ten (10) years following performance certification of initial treatment.

I agree to comply with all statutes and administrative rules regarding the **Community Wildfire Defense Grant** program. I understand that:

1. Work done prior to approval of this application is not eligible for payment;
2. Follow-up treatment is to be carried out as specified in an eligible person's conservation plan and status reviews will be conducted; and
3. Acceptance of funds under this contract acts as acceptance of the authority of the federal government of the United States of America to conduct an audit or investigation in connection with those funds.

I further agree to cooperate fully with any investigation or audit, including providing all records requested. I will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through me and the requirement to cooperate is included in any subcontract it awards.

**Cost-share payment shall be made upon District verification of brush-management completion.**

Reseeding verification, if applicable, may occur separately but shall not delay initial reimbursement.

### Section 3 – Conservation Plan Summary

#### 3.1 Practice – Brush Management

Treat mixed brush by MECHANICAL IPT, to include dozing, mulching, and/or grubbing, consistent with NRCS Practice Code 314 – Brush Management, specifically consistent with Additional Criteria to Manage Fuel Loads to Achieve Desired Conditions, being reduction of wildfire intensity and improvement of emergency access.

| Planned Amount | Month | Year | Applied Amount | Date |
|----------------|-------|------|----------------|------|
|                |       |      |                |      |

#### 3.2 Practice – Reseeding

Reseed treated pastures by broadcast or drilling, consistent with NRCS Practice Code 550 – Range Planting, specifically consistent with Additional Criteria to Increase Carbon Sequestration.

| Planned Amount | Month | Year | Applied Amount | Date |
|----------------|-------|------|----------------|------|
|                |       |      |                |      |

#### 3.3 Practice – Follow-Up IPT

Follow up MECHANICAL IPT of mixed brush by: (1) Chemical IPT in accordance with Texas law and the chemical label – OR – (2) Mechanical IPT (dozing, grubbing, mulching, etc.).

| Planned Amount | Month | Year | Applied Amount | Date |
|----------------|-------|------|----------------|------|
|                |       |      |                |      |

**3.4 Maintenance Term:** All treated areas shall be maintained in a condition consistent with the goals of this plan for a minimum of ten (10) years following performance certification.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For Pecan Bayou Soil and Water Conservation District: \_\_\_\_\_

Date: \_\_\_\_\_