



PINCHOT  
INSTITUTE  
FOR CONSERVATION



**Contract Agreement for Forest Stewardship Plan or Forest Management Practices  
NO. (INSERT AGREEMENT NUMBER)**

This Agreement is between the:

**Pinchot Institute for Conservation  
1616 P Street, N.W., Suite 100  
Washington, D.C. 20036**

And

**(INSERT LANDOWNER NAME AND ADDRESS)**

This contract must be completed by all Participants in the Common Waters Fund Program. The contract is to be signed upon approval of a Participant's application for funding for implementation of Forest Management Practices or completion of a Forest Stewardship Plan. Funding for Participants' projects is not obligated until this contract is signed and dated by all parties to the contract (the Applicant and the Pinchot Institute for Conservation, the administrator of the Common Waters Fund).

Please carefully review the contract provisions listed below. Your application for Forest Management Practices and/or a Forest Stewardship Plan and your EQIP Eligibility Self-Certification Form (if applicable) are incorporated into this contract as Attachment A, Statement of Work and Schedule of Fees. The contents of this contract reiterate and elaborate the obligations of both the Applicant and the Pinchot Institute for Conservation and the conditions for funding described in the Common Waters Fund Program applications. Many of the terms are intended to ensure that Participants understand the requirements of the Common Waters Fund, and honor the commitment to protecting water quality through forest stewardship. If you have any questions about the contents of this contract, please contact the Common Waters Fund Program Coordinator at the Pinchot Institute for Conservation. If you have questions about your Forest Stewardship Plan or management practices, contact your Local Coordinator. Contact information is listed in Attachment D, List of Contacts.

**Program Eligibility Requirements:**

1. The enrolled parcel(s) of the Participant must be located within a Common Waters Fund Priority Funding Area. A map of priority funding areas is available on the Common Waters Fund website ([www.commonwatersfund.org](http://www.commonwatersfund.org)), from the Pinchot Institute for Conservation, or from a Local Coordinator.
2. The land area impacted by Forest Management Practices or a Forest Stewardship Plan completed in accordance with this contract must be a minimum of 5 acres in size.
3. The Common Waters Fund is funded in part through the Natural Resources Conservation Service's Environmental Quality Incentives Program (EQIP). Participants must meet the eligibility requirements of EQIP to receive funding through the Common Waters Fund. Participants must self-certify to the Common Waters Fund on their application form and/or on the EQIP Eligibility Self-Certification Form that they meet these requirements.
4. The Participant certifies that they have control of the land where the Forest Management Practices or Forest Stewardship Plan funded by this contract will be implemented for the lifespan of the practice as listed in the Practice Guidelines or for the 10-year lifespan of the plan.
5. The Participant is responsible for obtaining the legal permissions, authorities, permits, easements, or other approvals necessary for the implementation, operation, and maintenance of Forest Management Practices in accordance with applicable laws and regulations. A Participant must comply with all Federal, State and local laws, regulations,

and ordinances and is responsible for all effects or actions resulting from the Participant's performance under this contract.

**Agreement:**

The Participant agrees...

1. To install Forest Management Practices or submit a state-approved written Forest Stewardship Plan as described in this contract, at the locations listed in the Application, according to the Common Waters Fund Forest Management Practices Guidelines or Forest Stewardship Plan Standards.
2. To not start work in accordance with this contract until this contract is executed by all parties.
3. To complete the Forest Management Practices or Forest Stewardship Plan as described in this contract within 12 months of execution of the contract by all parties.
4. To designate and assume responsibility for boundaries of the parcel(s) where the project is to be performed, and to give the Pinchot Institute or its representatives the right to enter the property to conduct pre- and post-implementation inspections and to monitor compliance with the contract. The Common Waters Fund will provide advance written notice requesting to enter the property, and will work with the participant to schedule an acceptable time to visit within 60 days of sending the written notice. Submission of a Project Completion Notice and Payment Request Form by a Participant to a Local Coordinator shall be considered adequate advance notice for post-implementation inspections.
5. To cooperate with any representatives of the Common Waters Fund should they provide written notice to the Participant that the Common Waters Fund has been advised of a possible change in land use from forest or of another violation to the terms of the contract. The Participant will have 60 days to submit a written explanation and request an in-person meeting with Common Waters Fund representatives before a final determination is made and action is taken.
6. To comply with all required and recommended Best Management Practices and soil and erosion control laws and guidelines when implementing the Forest Management Practices or Forest Stewardship Plan described in this contract.
7. To self-certify to the Common Waters Fund that the Participant meets EQIP eligibility requirements on the application for funding and/or on the EQIP Eligibility Self-Certification Form prior to beginning work as described in this contract.
8. That the Participant is responsible for timely payment of invoices to any contractors. Upon submission of appropriate documentation to the Common Waters Fund as described in the *Payments* section, payment will be made directly to the Participant.

9. For Forest Management Practice(s), to maintain the practices implemented as a result of this contract for the lifespan(s) specified in the Practice Guidelines. If the practice(s) are not maintained or are otherwise removed or altered in a manner that defeats the purpose of the practice during its lifespan, the Participant agrees to return to the Common Waters Fund **all** incentive payments awarded through this contract for the specific practice(s) that were removed or altered.
10. For Forest Stewardship Plans, to follow the plan written as a result of this contract to the greatest extent practicable for its 10-year lifespan.
11. To maintain the Participant's enrolled land in a forested land use for a minimum of 10 years. If **more than one percent (1%)** of the area included in the Participant's Forest Stewardship Plan (or if there is no written plan, the entire parcel(s) where practices were installed using Common Waters Fund funding) is converted from forest, or purposely altered in a manner not prescribed in the Plan, either permanently or for the remainder of the contract period, the Participant agrees to return the funds received in an amount proportional to the area disturbed along with a penalty fee to the Common Waters Fund. The funds will be paid back at a rate of 1.1 times (110%) the incentive payments received based on the converted area.
12. To, in the event of land transfer, notify the Pinchot Institute for Conservation within 60 days of the transfer of interest to an eligible transferee who accepts the contract's terms and conditions, or the contract will be terminated. The Participant may be required by Pinchot Institute for Conservation to refund all of any incentive payments provided under this contract, plus a penalty fee, if the Participant sells or loses control of the land under this contract and the new owner or transferee is not eligible for the program or refuses to assume responsibility under the contract. The funds will be paid back at a rate of 1.1 times the incentive payments received.
13. To allow the Pinchot Institute to contact me following the approval of my application and/or completion of my Forest Stewardship Plan or Forest Management Practices to provide information about additional funding opportunities and other program-related communications.

### **Payments:**

1. Upon execution of this contract, Pinchot Institute for Conservation will obligate funds for completion of Forest Management Practices or a Forest Stewardship Plan in the amount specified in Attachment A, Statement of Work and Schedule of Fees, of this contract. Pinchot Institute for Conservation will disburse payments up to the amount specified in this contract when the following conditions are met:
  - a. For contracts involving Forest Management Practices: Participants have installed practices in accordance with the Common Waters Fund Practice Guidelines, submitted within 30 days of practice installation a Project Completion Notice and Payment Request Form to their Local Coordinator, the practices are verified on-site

- by a Common Waters Fund representative, and the approved Project Completion Notice and Payment Request Form with all receipts/invoices attached is submitted to Pinchot Institute for Conservation.
- b. For contracts involving Forest Stewardship Plans: approval of a Forest Stewardship Plan by the applicable state agency and submission of a Plan Approval and Payment Request Form, invoice, and a copy of the approved Forest Stewardship Plan to Pinchot Institute for Conservation within 30 days of approval of the Plan.
2. Payments will be issued up to the amount specified in Attachment A, Statement of Work and Schedule of Fees, of this contract. The Participant's application and approved payment amounts for the specific Forest Management Practices or Forest Stewardship Plan are incorporated into this contract as Attachment A, Statement of Work and Schedule of Fees.
  3. It is the Participant's responsibility to ensure services carried out by the Participant or a third party hired by the Participant to implement Forest Management Practices or write a Forest Stewardship Plan meet program requirements. The Pinchot Institute for Conservation will not release payments to the Participant until state approval of a Forest Stewardship Plan or on-site verification of practice implementation is received by the Common Waters Fund.
  4. All payments received as part of a contract are taxable and must be reported to the United States Internal Revenue Service. For information related to tax liabilities, consult with a tax accountant or refer to the applicable IRS publication(s).
  5. Payments will only be issued for the Forest Management Practices or Forest Stewardship Plan detailed in Attachment A, Statement of Work and Schedule of Fees of this contract and that meet the guidelines described in the Common Waters Fund Practice Guidelines or Forest Stewardship Plan Standards.
  6. The grant funds that are provided through the Common Waters Fund count toward each Participant's \$300,000 EQIP Payment Limitation. Section 1240G of the Food Security Act of 1985 (as amended by the Food, Conservation and Energy Act of 2008), 16 U.S.C. 3839aa-7 imposes a \$300,000 limitation for all cost-share or incentive payments disbursed to a person or legal entity under an EQIP contract between 2009 and 2014. The Participant is responsible for tracking their payments from both EQIP and the Common Waters Fund and should notify the Common Waters Fund if these payments will cause them to exceed the Payment Limitation.
  7. For Participants that are legal entities, the amount of any payment or benefit shall be reduced by an amount that is commensurate with the direct and indirect ownership interest in the entity of **each member** who has an average adjusted gross income, average adjusted gross farm income, or average adjusted gross non-farm income in excess of \$1,000,000, as disclosed on the Entity Member Information Form.

8. Provide receipts, as necessary, as proof of payments, and to maintain proof of payment documentation for three (3) years after the end of the Federal fiscal year in which the practice or plan was completed, and to present this documentation to the Pinchot Institute within 30 days if selected for administrative compliance check.

### **Indemnification**

1. The Participant will hold harmless and indemnify the Pinchot Institute for Conservation and Common Waters Fund, and funding source(s), their respective officers, directors, agents and employees against any and all claims, losses, damages, and other liabilities that are made or incurred by third parties in connection with the Agreement, except to the extent the claim, loss, damage, or other liability is due to the fault of the Pinchot Institute for Conservation or Common Waters Fund.

### **Misrepresentation**

1. A Participant who is determined to have erroneously represented any fact affecting a determination with respect to this contract or eligibility for the Common Waters Fund Program, adopted any scheme or device which tends to defeat the purposes of this contract, or made any fraudulent representation with respect to this contract, will not be entitled to payments or any other benefits made under this contract. The Participant must refund to Pinchot Institute for Conservation all payment received and all Common Waters Fund contracts will be terminated.

### **Changes in Terms and Conditions of the Contract**

1. Subject to the availability of funds, Pinchot Institute may modify this contract when the amount of payment for a single contract item (practice or Forest Stewardship Plan) increases as the result of an increase in the number of units performed (e.g. acres affected by a practice) by the Participant.
2. The Participant and Pinchot Institute for Conservation may modify this contract by mutual agreement when:
  - a. Both the Participant and Pinchot Institute for Conservation agree in writing to a modification, or
  - b. At the written request of the Participant, and upon approval of Pinchot Institute for Conservation, and the modification is consistent with the purposes of the program.
3. The Participant and Pinchot Institute for Conservation may modify this contract by mutual agreement to revise or add to those practices already contained in this contract, provided that such revisions or additions are within the general scope of this contract. If any such changes cause an increase or decrease in the cost of performance of any part of the work under the contract, Pinchot Institute for Conservation shall make an equitable adjustment in the total contract payment and shall modify the contract.

4. All modifications to this contract must be approved in writing by the Participant and Pinchot Institute for Conservation.

### **Contract Termination**

1. If the Participant fails to carry out the terms and conditions of this contract, Pinchot Institute may terminate this contract.

### **Effective Date and Term of Contract**

This contract is effective when signed by the Participant and Pinchot Institute for Conservation's authorized representative. Except as otherwise provided for herein, this contract may not be terminated or modified unless by mutual agreement between parties. The contract term is 10 years.

### **General Terms**

1. This contract shall be carried out in accordance with all applicable Federal and State statutes and regulations.
2. Pinchot Institute for Conservation is the administrator of the Common Waters Fund. Where this contract refers to Common Waters Fund, it means Pinchot Institute for Conservation. When the term "Participant" is used in the contract, it shall be construed to mean all Participants signing this contract. Likewise, when the term "Applicant" is used in this contract, it means all Applicants signing the application for funding.
3. The term "contract" as used in this document refers to this contract and its attachments. "Attachment A, Statement of Work and Schedule of Fees" as used in this contract refers to the Participants' application for this program, which lists the Forest Management Practice(s) and/or Forest Stewardship Plan options the Participant will implement using financial assistance through this program, the unit cost of the practice(s) and/or Forest Stewardship Plan, and the total amount of financial assistance obligated and due to the Participant upon completion and verification of practice implementation and/or state approval of the Forest Stewardship Plan. "Attachment B, Plan Standards or Practice Guidelines" contains the Practice Guidelines and Forest Stewardship Plan Standards that completed projects must meet in order to be approved and receive payment from the Common Waters Fund.

### **Arbitration**

1. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration before one (1) arbitrator in Washington, D.C., in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time of commencement of the arbitration, and the parties hereto agree that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

### **Administrative Requirements**

1. This contract or other agreements at any tier under this contract shall be governed *to the extent applicable* by the following provisions that are appropriate to the type of organization receiving the award, regardless of tier, as are in effect on the effective date of award and hereby incorporated by reference: (The full text for CFR references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-tablesearch.html#page1>)
  1. 7 Code of Federal Regulations (CFR) Part 3015, “Uniform Federal Assistance Regulations”;
  2. 7 CFR Part 3019, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations”; and,
  3. 2 CFR Part 215, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations (OMB Circular A-110).

### **Federal Cost Principles**

1. Allowable project costs shall be determined in accordance with the authorizing statute, the purpose of the grant award, and, to the extent applicable, by the following Federal costs principles that are applicable to the type of organization receiving the award, regardless of tier, as are in effect on the effective date of award and hereby incorporated by reference:
  1. Federal Acquisition Regulations, Part 31, (<http://www.arnet.gov/far/>) “Contract Cost Principles and Procedures;” and,
  2. 2 CFR, Part 230, “Cost Principles for Nonprofit Organizations” other than institutions of higher education (OMB Circular A-122).

### **Certifications**

1. The Participant assures and certifies that it will comply and require any other recipients at any tier under this grant to comply with the following provisions that are in effect on the effective date of award and hereby incorporated by reference: (The full text for CFR references may be found at <http://www.access.gpo.gov/nara/cfr/cfr-tablesearch.html#page1>)
  1. 7 CFR Part 3017, “Government-wide Debarment and Suspension (Nonprocurement)”;
  2. 7 CFR Part 3018, “New Restrictions on Lobbying”;
  3. 7 CFR Part 3021, “Government wide Requirements for Drug-Free Workplace (Financial Assistance);
  4. 7 CFR Part 3052, “Audits of Institutions of Higher Education and Other Non-Profit Institutions”;
  5. Public Law 109-282 (S2590), “Federal Funding Accountability and Transparency Act of 2006”; and,
  6. 2 CFR, Part 175(b), “Award Term for Trafficking in Persons.”



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed and delivered as of the date first written above.

<b>PINCHOT INSTITUTE:</b>	<b>PARTICIPANT:</b>
_____	_____
Date	Signature _____ Date _____
V. Alaric Sample, <i>President</i>	_____ PRINT NAME

**List of Attachments**

- Attachment A, Statement of Work and Schedule of Fees (including Application for Funding and EQIP Eligibility Self-Certification Form)
- Attachment B, Forest Stewardship Plan Standards or Practice Guidelines
- Attachment C, List of Approved Plan Writers (if applicable)
- Attachment D, List of Contacts
- Attachment E, Plan Approval and Payment Request Form or Project Completion Notice and Payment Request Form
- Attachment F, IRS form W-9: Request for Taxpayer Identification Number and Certification

**Attachment A, Statement of Work and Schedule of Fees**

\_\_\_ **Forest Stewardship Plan**  
\_\_\_ **Forest Management Practices**

**Compensation Limit: \$«Approved\_request\_»**

This amount is based on the plan acreage or management practice amounts specified in your application. The Common Waters Fund will obligate this amount at the time of contract signing. Upon receipt of the approved payment request form with invoice(s) attached, the Pinchot Institute will pay the actual cost of the plan or practice(s) up to the Compensation Limit.

*Please note that the area included in a Forest Stewardship Plan cannot include areas that are maintained for farming use.*