

# KAWS COOPERATIVE CONTRACT

A contract made this \_\_\_\_\_ day of \_\_\_\_\_ between the Kansas Alliance for Wetlands and Streams (KAWS)

and \_\_\_\_\_ (Cooperator) \_\_\_\_\_  
Individual Business

\_\_\_\_\_  
Mailing Address City State Zip Code  
\_\_\_\_\_  
Home Telephone Number Business Telephone Number Social Security Number Business FEIN

Make payment to (circle one): Individual Business

It is mutually agreed as follows:

1. Purpose

The purpose(s) of this contract shall be for (Check one or both if they apply):

- a.  Habitat Protection, Enhancement or Restoration ( list habitat types and species benefiting) \_\_\_\_\_
- b.  Water quality restoration and protection of \_\_\_\_\_ (waterbody)

2. Term.

The terms of this contract will be for (circle one) 10-year, 20-year, 30-year, permanent, or other (list) \_\_\_\_\_ beginning on \_\_\_\_\_, \_\_\_\_\_ and ending on \_\_\_\_\_, \_\_\_\_\_. The Cooperator shall notify KAWS of planned or pending changes in ownership. Unless the contract is otherwise terminated as described herein, the contract shall remain in effect for the entire contract period, regardless of change in ownership.

3. Performance

- A. The Cooperator agrees to re-establish and manage the area in accordance with the following:

Not farm these areas and maintain the native vegetation established as part of this contract. Not use chemicals, hay or graze these areas for the duration of the agreement, except that chemicals may be used for noxious vegetation control, and except that short duration grazing or haying may be allowed as a maintenance practice with prior approval of KAWS.

Other management requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. The Cooperator shall allow KAWS representatives to enter onto the property and review it before the contract is signed, and at reasonable times during the contract period, subject to prior notification of the Cooperator. Unless otherwise stated in this contract, the Cooperator retains all rights to control trespass and retains all responsibility for taxes, assessments and damage claims.
- C. The actual boundaries of the plots will be jointly marked with a KAWS representative and the Cooperator.
- D. KAWS agrees to provide cost sharing and technical assistance for design and development of the contract area if needed.
- E. For projects receiving Section 319 grant funds (or other funds as specified in the KDHE grant agreement) from KDHE; Cooperator agrees to post and maintain a sign at the project site or at a point visible to the public that indicates at the minimum – KDHE Clean Water Neighbor Cooperator, an EPA Section 319 Non-point Source Pollution Control Grant recipient. Signs will be supplied by KAWS but must be maintained by the Cooperator for a period of one year following receipt of grant funds.

4. Description

A. Location - The contract area(s), shall consist of a total of \_\_\_\_\_ acres, more or less, and is/are described as follows: Provide property location with Section, Township, Range, approximate distance from nearest community or major land mark, River Basin it is located in and HUC 14 watershed number. If possible, supply a GPS location from the center of the project.

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B. Project – Provide a detailed description of plant materials utilized (type and number), type of wetland (with number of acres), length of stream bank stabilized, etc

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C. Water quality benefits – Provide a description of the water resource and water pollution problem the project is benefiting. If applicable, name of TMDL and adoption date. Also identify any public water supply that is benefiting and if it, pursuant to Kansas Water Quality Standards, is an exceptional state water, outstanding national resource water or special aquatic life water.

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5. Termination.

The Cooperator may terminate this contract upon 10 days written notice to KAWS. KAWS may terminate this contract upon 60 days written notice to the Cooperator. If the reason for termination by KAWS is due to a violation of the contract by the Cooperator, then the notice shall specifically describe the violation, and the Cooperator shall have 60 days to correct the violation. If the Cooperator fails to come into compliance, or commits the same violation at a later time, then KAWS may terminate the contract effective upon written notice to the Cooperator.

6. Payment

If all terms of this contract are met, KAWS agrees to make a one time, lump sum payment to the Cooperator in the amount of \$ \_\_\_\_\_ for (circle one) 10-year, 20-year, 30-year, permanent, or other (list) \_\_\_\_\_. The maximum payment that can be acquired through this contract is \$5,000. Payment will be made within about 8 weeks of the signing of this document.

If the contract is terminated, the Cooperator will be required to pay back the cost-share and lump sum funds received on a prorated basis as follows: 5 years or less will require 100%, 6 to 10 years 80%, 11 to 20 years is 70% and over 20 years is 60%.

7. Equal Opportunity.

Equal opportunity to participate in and benefit from the KAWS program described herein is available to all persons regardless of race, color, national origin or ancestry, religion, age, sex, or disability.

8. Eligibility.

The Cooperator certifies by signature herein that the Cooperator is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any state or federal department or agency.

**KAWS REPRESENTATIVE**

\_\_\_\_\_, \_\_\_\_\_  
Name Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Number

**COOPERATOR**

\_\_\_\_\_, \_\_\_\_\_  
Cooperators Signature, Title Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Number