

Res 08
Significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Land & Water Resources		Contract/Addendum # 13128	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract <input type="checkbox"/> Addendum <input type="checkbox"/>	
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Addendum, please include original contract number	
3. Term of Contract or Addendum: 1-1-2017 to 12-31-2017		<input checked="" type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum: \$302,435.42		<input type="checkbox"/> Grant <input type="checkbox"/>	
5. Purpose: Master grant agreement to provide annual staff funding support and cost-share funds to farmers for nutrient management & conservation practices.		<input type="checkbox"/> Co Lease <input type="checkbox"/>	
		<input type="checkbox"/> Co Lessor <input type="checkbox"/>	
		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
		<input type="checkbox"/> Other <input type="checkbox"/>	
6. Vendor or Funding Source: WI Dept. of Agriculture, Trade & Consumer Protection			
7. MUNIS Vendor Code: 2394			
8. Bid/RFP Number:			
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
10. Are funds included in the budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
11. Account No. & Amount, Org & Obj. <u>LWRCONSV 21381</u> Amount \$ <u>152,017</u>			
Account No. & Amount, Org & Obj. <u>LWRCONSV 81798</u> Amount \$ <u>152,017</u>			
Account No. & Amount, Org & Obj. <u>LWRCONSV 81765</u> Amount \$ <u>150,418</u>			
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____			
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2017 RES-088</u>			
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
15. Director's Approval: <u>Kevin Connor</u>			

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>MJ</u> Received	_____	<u>6/2/17</u>	_____	WI Dept. of Ag, Trade & Consumer Protection	
<u>CS</u> Controller	_____	_____	<u>6/5/17</u>	Contact Person	
<u>JK</u> Corporation Counsel	_____	<u>6/5/17</u>	_____	Kim Carlson	
<u>JK</u> Risk Management	_____	<u>6/5/17</u>	<u>6/5/17</u>	Phone No.	
<u>CAC</u> Purchasing	_____	<u>6/5/17</u>	<u>6/5/17</u>	608-224-4610	
_____ County Executive	_____	_____	_____	E-mail Address	
				kim.carlson@wisconsin.gov	

Footnotes:

- 1.
- 2.

Return to:	Name/Title: Janet Crary/Account Clerk II Phone: 224-3757 E-mail Address: crary@countyofdane.com	Dept.: Land & Water Resources Mail Address: 5201 Fen Oak Dr., #208 Madison, WI 53718
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Certification

The attached contract: [check as many as apply]

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 5-25-2017 Signed: Kevin Connors
 Telephone Number 224-3731 Print Name: Kevin Connors

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
 Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 5-25-2017 Signature: Kevin Connors

2. **Director of Administration** Contract is in the best interest of the County.
 Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
 Comments:

Date: 6/5/17 Signature: [Signature]

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

MASTER GRANT CONTRACT

BETWEEN

WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND
CONSUMER PROTECTION

AND

Dane COUNTY, CONTRACTOR AND GRANT RECIPIENT

The Wisconsin DEPARTMENT of Agriculture, Trade and Consumer Protection (“DEPARTMENT”) and Dane County (referred to as “CONTRACTOR”), enter into this master grant contract (“contract”) to facilitate ongoing administration of grant funds awarded annually to the CONTRACTOR through an annual allocation, including addenda and revisions thereto, as authorized under ch. 92 (all citations to chapter 92 or sections thereof refer to the Wisconsin Statutes) and ch. ATCP 50 (all citations to ATCP 50 or sections thereof refer to the Wisconsin Administrative Code). The Master Contract only covers annual county awards for staff and support and landowner cost-sharing from funding sources identified in the annual allocation plan including but not limited to secs. 20.115(7)(c), 20.115(7)(qe), 20.115(7)(qf), 20.866(2)(we), Wis. Stats. It does not cover allocations to counties for Nutrient Management Farmer Education using funds from sec. 20.115(7)(qf); funds awarded under secs. 20.115(7)(qf) or 93.59, Wis. Stats, for Producer Led Watershed Protection Grants; or any other awards that are not identified by the DEPARTMENT as subject to this contract.

The DEPARTMENT is authorized under chs. 92 and ATCP 50 to provide annual grant funds to all counties with DEPARTMENT-approved Land and Water Resource Management (LWRM) plans. Based on a history of legislative support for the DEPARTMENT’s soil and resource management program, the DEPARTMENT anticipates receiving appropriations and authorizations to award grants to counties for staff and support, and landowner cost-sharing.

The CONTRACTOR has established a soil and water conservation department which operates programs within the county, supporting such efforts with federal, state and local resources. The CONTRACTOR has a county Land Conservation Committee or other county board committee designated to carry out the conservation functions in ch. 92 and sec. ATCP 50.10 (the designated committee is hereinafter referred to as the “LCC”). The CONTRACTOR’s conservation program includes requirements to revise its LWRM plan for the DEPARTMENT’S approval, and submit annual work plans. The CONTRACTOR has qualified personnel and experience to deliver the conservation services identified in ch. 92, as demonstrated by past performance, and is ready, willing and able to continue providing conservation services.

This document, including the attached 2017 Terms and Conditions and 2017 Schedule of Awards, constitutes the entire agreement between the parties. For each year the contract is in effect, these two attachments will be amended as provided herein. This contract supersedes any prior communications or understandings related to the subject matter of this contract.

The DEPARTMENT and the CONTRACTOR agree to the following:

A. CONTRACT TERM, CONDITIONS AND PAYMENT

1. This contract, which becomes effective when signed by both parties through their authorized representatives, applies initially to the grant year in which the contract is executed (“initial year” or “2017”), and to each year thereafter provided the DEPARTMENT amends the contract through the annual renewal procedures in Section B, and the contract is neither terminated nor suspended in accordance with Section C.
2. For the initial year of the contract, the CONTRACTOR may seek reimbursement from the DEPARTMENT for eligible costs not to exceed the amounts awarded in each of the funding categories specified in 2017 Schedule of Awards including cost-share project extensions. For each successive year the contract remains in effect, the DEPARTMENT will provide a Schedule of Awards, in accordance with annual renewal procedures in Section B that reflects the CONTRACTOR’s grant awards based on the annual allocation and project extensions for that grant year.
3. In any given grant year, the amounts listed in the most current Schedule of Awards may be increased or decreased by amendment procedures described in Section B.3.
4. Unspent or unused funds identified in a specific Schedule of Awards will not carry over into a subsequent grant year, unless the funds are specifically included in the most recent schedule incorporated into this contract.
5. This contract is contingent on state appropriations and spending authorizations, and the DEPARTMENT may amend, suspend or terminate the contract if full funding for this contract becomes unavailable in any given year.
6. For each year the contract is in effect, the CONTRACTOR must fulfill the annual terms and conditions provided by the DEPARTMENT in order to request reimbursement up to the amounts specified in the most current Schedule of Awards.

B. CONTRACT AMENDMENT (INCLUDING ANNUAL RENEWAL) AND EXPIRATION

1. The parties may mutually consent in writing to amend any term or condition in this contract.
2. The DEPARTMENT shall use the following amendment procedure to renew the contract for each year beyond the initial year if the DEPARTMENT awards the CONTRACTOR any allocation of funds for that grant year or extends the CONTRACTOR’s cost-share funding from a prior year:
 - a. The DEPARTMENT shall send an email notice to the CONTRACTOR’s designated representative (see Section D) no later than May 15th of the grant year that includes:
 - i. A current Schedule of Awards identifying amount of grant funds allocated or extended for that grant year, and the purposes for which the funds may be used, including staff and support, and cost-sharing.

- ii. Contract terms and conditions applicable for that grant year.
 - b. Upon receipt of the notice of renewal, the CONTRACTOR's designated representative shall:
 - i. Acknowledge receipt of the most current schedule of awards and terms and conditions by emailing the DEPARTMENT's designated representative within seven (7) business days of the receipt of the notice. An email acknowledging receipt, even if it is sent by a county official or employee other than the designated representative, shall be treated as a renewal of this contract. The DEPARTMENT will not process a county's request for reimbursement without a county's submission of acknowledgement of receipt of the notice of renewal; or
 - ii. Exercise its right of termination as provided in Section C in the event that the current schedule of awards or terms and conditions are not acceptable to the CONTRACTOR. Upon terminating this CONTRACT, the CONTRACTOR is no longer eligible to submit reimbursement requests for the grant year in which the termination is exercised, and must sign a new grant contract with the DEPARTMENT to receive future funding through the annual allocation.
3. In any grant year, the DEPARTMENT may do any of the following at the Contractor's request to amend this contract to adjust or reassign grant amounts identified in the most current Schedule of Awards:
 - a. Approve a transfer of cost-share funds under sec. ATCP 50.34(5m) based on an agreement between the CONTRACTOR and another county.
 - b. Approve a reallocation of cost-share funds from a DEPARTMENT-created reserve to the CONTRACTOR to resolve a farm discharge or other project.
 - c. Approve a one-year extension of cost-share funds under sec. ATCP 50.34(6).
 - d. Approve a reallocation of staffing grant funds to another entity under sec. ATCP 50.32(1) or a redirection of staffing grant to fund landowner cost-share grants under sec. 50.32(11).
4. In any grant year, the DEPARTMENT may approve a revision of the allocation plan under sec. ATCP 50.28, which may amend this contract by adjusting grant amounts identified in the most current Schedule of Awards.
5. The CONTRACTOR will receive no separate notice of contract amendments triggered by approvals under Section B.3., but will be provided notice of changes in the grant contract based on a revision under Section B.4.

C. CONTRACT TERMINATION AND SUSPENSION

1. Either party may terminate this contract upon 30 days advance written notice by providing a notice that meets the requirements of Section D.
2. The DEPARTMENT may terminate this contract, upon written notice emailed to the CONTRACTOR's designated representative, if the CONTRACTOR fails to comply with the terms and conditions of this contract and/or with any laws, rules, regulations, policies or procedures governing this contract. The DEPARTMENT may withhold reimbursement

payments, in whole or in part, pending a final determination of a contract violation. The DEPARTMENT may also pursue other legal or equitable remedies for breach of this contract.

3. In the event that state funds for this contract are eliminated or reduced, the DEPARTMENT may terminate or suspend this contract, at the DEPARTMENT's election. The DEPARTMENT shall notify the CONTRACTOR's representative of its action based on the lack of sufficient state funds. A written notice of suspension shall describe the period of suspension, the restrictions on CONTRACTOR's performance, and the method by which CONTRACTOR will be notified to resume performance.
4. If the CONTRACTOR terminates this contract under Section C.1., the DEPARTMENT will not reimburse any costs incurred after the date of termination.
5. If the CONTRACTOR receives no allocation for an upcoming grant year and has no grant funds to extend into the next grant year, the contract shall expire on December 31st of the year in which funding was last provided the CONTRACTOR. Before February 15th of the year following the contract's expiration, the DEPARTMENT shall notify the CONTRACTOR's designated representative that the contract has expired. The DEPARTMENT shall not be liable for any costs incurred the CONTRACTOR following expiration of the contract.

D. NOTICE AND DESIGNATED REPRESENTATIVES

1. Except for amendments by mutual consent, the parties must provide effective notice to amend (including contract renewals), terminate or suspend the contract. To be effective, notice must be provided to a properly designated person in accordance with the procedures listed in Section D.4.
2. The CONTRACTOR's designated representative is the person who signs this contract on behalf of the CONTRACTOR unless the CONTRACTOR designates another person in writing and provides that person's email address. The CONTRACTOR is responsible for providing the DEPARTMENT with a current email address for its designated representative, and communicating changes regarding its designated representative to the DEPARTMENT.
3. The DEPARTMENT's designated representative is the Chief for the Resource Management and Conservation Engineering Section in the Land and Water Resources Bureau. Richard Castelnovo, the current Section chief, may be emailed at datcpswrm@wisconsin.gov and his mailing address is listed in Section D.5.a. The DEPARTMENT will notify the CONTRACTOR by email if the name of its designated representative changes (the email will remain the same).
4. Any notice required by this contract shall be sent by email to the representative designated by the DEPARTMENT or the CONTRACTOR. The recipient of any notice shall acknowledge receipt of a notice within seven (7) business days. The notice shall be deemed effective when acknowledged.
5. If the email notice is not acknowledged, the notice shall become effective seven (7) business days after either of the following events:

- a. The DEPARTMENT sends the notice, by regular mail, to the CONTRACTOR's designated representative at the address used by DEPARTMENT for making payments under this contract; or
- b. The CONTRACTOR sends the notice, by regular mail, to the DEPARTMENT's representative in care of the DATCP, PO Box 8911, Madison, WI 53708-8911.

This contract must be executed electronically. By checking the box indicating your agreement, typing your name in the designated box and entering the date and your title, you are signing this grant contract for the entity you are authorized to represent. This contract is not complete unless the county provides a designated representative for administering this contract and that person's email. Electronic signatures become part of this contract, and they have the same force and effect, pursuant to Chapter 137 of the Wisconsin Statutes, as non-electronic signatures.

**State of Wisconsin Department of Agriculture,
Trade and Consumer Protection (DATCP)**

I agree on behalf of DATCP to the terms of this Master Grant Contract, 2017 Schedule of Awards and the 2017 Terms and Conditions.

Please type your
name:

Date
(mm/dd/yyyy):

Administrator
DATCP, Agricultural Resource Management
Division

Dane County

I agree on behalf of the county to the terms of this Master Grant Contract, 2017 Schedule of Awards and the 2017 Terms and Conditions, and have completed this contract by providing the following:

1. The name of the county's designated representative (if not the undersigned person):

2. The email address for county's designated representative: _____

Please type your
name:

Date
(mm/dd/yyyy):

Check only one that best identifies your title: LCC Chair County Board Chair County Executive or Administrator Other (list title and provide authorization): _____

2017 TERMS AND CONDITIONS
SOIL AND WATER RESOURCE MANAGEMENT
GRANT CONTRACT

A. GENERAL CONTRACT TERMS

- A.1** The terms “county,” and LCC (Land Conservation Committee) refer to the CONTRACTOR and identify entities that have rights and obligations under this contract. The Department of Agriculture, Trade and Consumer Protection may be referred to as DATCP or the DEPARTMENT.
- A.2.** The LCC, its agents and county employees shall comply with ch. 92 and ch. ATCP 50 including, but not limited to:
- a. County soil and water program requirements as provided in Subch. III of ch. ATCP 50.
 - b. Farmland preservation program requirements imposed on counties including compliance monitoring and issuance of certificates of compliance and notices of noncompliance.
 - c. Cost-sharing requirements if landowners are required to install conservation practices that change existing operations, as required by s. 92.15 and s. ATCP 50.40.
 - d. Local ordinance requirements related to consistency with state standards, and agency review and approval, as required by s. 92.15, and ss. ATCP 50.56 and 50.60.
 - e. Annual work plan submissions required as part of the annual grant application under s. ATCP 50.26(4).
- A.3.** The county agrees to maintain the expenditure of county funds for its SWRM efforts at or above the amounts expended by the county in 1985 and 1986 [see s. 92.14(7)]. The county may count, as part of its contributions under this paragraph, county expenditures related to natural resource protection activities in any county department. The county may not count capital improvement expenditures, or the expenditure of grant revenues that the county receives from other governmental entities.
- A.4** The county agrees to have a qualified independent auditor perform a financial and compliance audit of DATCP programs as required by *the State Single Audit Guidelines* issued by the Wisconsin DEPARTMENT of Administration and DATCP's *Audit Guidelines for the Soil and Water Resource Management Grant Program*. Both audits will include an examination of LCC operations and administration of grant funds under this contract. DATCP may conduct additional audits as it deems appropriate. The LCC may use the grant funds identified in Section B of this contract to pay for the cost of required financial and compliance audits as provided by s. ATCP 50.32(4). The county shall make work papers, whether electronic or hard copy, of the auditor available to DATCP for inspection, and may not withhold permission to review these work papers. Audits are not accepted until DATCP is satisfied that the audit and the county's reimbursement requests are in substantial agreement.
- A.5** In connection with the performance of work under this contract, the county agrees not to discriminate against any employee, applicant for employment, or applicant for cost-sharing because of age, race, religion, color, handicap, gender, physical conditions, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the county further agrees to take affirmative action to ensure equal employment opportunities. The county agrees to post, in conspicuous places available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. DATCP will provide the county with a copy of the notice upon request. Failure to comply with the conditions of this clause may result in the CONTRACTOR being declared an "ineligible" contractor, termination of the agreement, or withholding of payment.
- A.6** In the performance of this contract, the county and the LCC, including its officers, agents, and employees, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state.
- A.7** The county and DATCP agree that, as related to this contract, any loss or expense (including costs and attorney fees) by reason of liability imposed by law, will be charged to the agency responsible for the officer, employee or agent whose activity caused the loss or expense.

- A.8** Funds provided under this contract may not be used, directly or indirectly, for lobbying or for illegal activities. Materials printed, reproduced or distributed using funds covered by this contract may not advocate a particular position on any state legislation or state agency action, nor may they encourage the recipient to contact or lobby any state legislative or agency official for lobbying purposes.
- A.9** All county records that must be maintained under this contract shall be available for inspection and copying if requested by DATCP and grant auditors.

B. LCC STAFF AND SUPPORT GRANTS; CONTRACT TERMS

The grant for county staff and support (“staffing grant”) is subject to these terms and conditions:

- B.1** Subject to maximum awards established in the most recent Schedule of Awards, the LCC may seek reimbursement for any of the following eligible costs incurred during the grant year and paid by January 31 of the year following the grant year:
- a. Salaries, employee fringe benefits, and contractor fees for county employees and independent contractors performing soil and water resource management activities.
 - i. The county must designate its first person receiving 100% reimbursement, its second person receiving 70% reimbursement, and its third and any additional staff receiving at 50% reimbursement.
 - ii. Except for its person designated at 100%, the county must provide the match required under s. 92.14(5g)(a) using county levy, permit fees, private grants, federal grants, state funds other than those under chs. 92, 281 and 283, Stats., or any other qualifying source.
 - b. Training for county employees and land conservation committee members authorized under s. ATCP 50.32 (3m), and county employee support costs authorized under s. ATCP 50.32 (4) at the rate of 100%.
 - i. Other support costs identified by DATCP under s. ATCP 50.32(4)(e): an eligibility determination, including the preparation of a financial statement, related to economic hardship treatment under s. ATCP 50.42(4); an archaeological assessment of a project site as part of a cultural resources assessment, any other costs identified by DATCP in the annual grant application for that grant year.
 - ii. The total amount reimbursed to a county for training and support costs may not exceed 10% of a county’s annual staffing grant allocation.
 - c. Landowner cost-share grants and reallocations to other government agencies as approved by DATCP under s. ATCP 50.32(1) and (11).
- B.2** To obtain payments, the LCC must download and complete an electronic reimbursement request on a DATCP-approved form (ARM-LWR-297). The request must be electronically signed by an authorized county representative and submitted in accordance with s. ATCP 50.32(7), except that a county may file its first request by November 1st of the grant year for eligible costs incurred before that date.
- B.3** DATCP shall pay reimbursement within 30 days after the LCC files a complete and valid reimbursement request.
- B.4** The county shall implement an internal accounting system that accurately tracks the hours and type of work performed by county employees, and develop procedures to ensure it seeks staff and support payments for work defined under s. 92.14 (3) only, and does not seek payment for such work under any other grant awarded by DATCP including nutrient management farmer education grants awarded under s. 92.14(10).
- B.5** The county agrees to keep records required under s. ATCP 50.22 including documentation of its expenditures for staff and other eligible costs for at least three (3) years after the end of this contract. The records must document the staff hours for which reimbursement is claimed, and the activities performed by staff for whom reimbursement is claimed. The records will also document all staff, support, training and other costs paid during the grant year.

C. CONSERVATION COST-SHARE GRANTS; CONTRACT TERMS

Grants for conservation practices (“conservation grants”) are subject to these terms and conditions:

- C.1** Counties may only use cost-share grant funds in accordance with (a) joint allocation plan under which funds were awarded, (b) the requirements in subchapters V and VIII of ATCP 50, and (c) the terms of this contract.
- a. Grant funds may be used for recording fees, including the voluntary recording of contracts with the register of deeds, but may not be used to state or local permit fees.
- C.2** For each conservation project that will cost-shared with DATCP funds, the county must:
- a. Enter into a cost-share contract with each landowner or operator using the most recent DATCP-approved cost-share contracts and related forms to cost-share projects, or obtain DATCP approval to use a county form.
 - b. Provide written notice, when required by DATCP, to inform each landowner and operator of the full ramifications of a cost-share contract, including future compliance obligations and potential liabilities under federal law.
 - c. Identify all sources of local, state and federal funding used for a project, and employ necessary safeguards to ensure all landowners and grant recipients, regardless of the source of grant funding, do not receive payment for the same costs from multiple government entities.
 - d. Perform culture resource checks when required by DATCP policy.
 - e. Obtain DATCP approval of projects when required including
 - i. For contracts exceeding \$50,000 in DATCP cost-sharing (No separate approval is required in cases where DATCP approves an NOD/NOI project for cost-share funding in excess of \$50,000).
 - ii. For projects involving the installation of a vegetated treatment area.
 - f. Record cost-share contracts with the register of deeds as required under s. ATCP 50.40(14).
- C.3** Unless otherwise specified in a modification to this contract, the LCC agrees to use its SEG cost-share funds as follows:
- a. To cost-share nutrient management plans consistent with the terms of the grant application and award, except as provided in c and d below.
 - b. To secure a landowner or operator’s continuing compliance with the nutrient management standard by providing:
 - i. Four years of payments, provided as a lump sum, at the annual per acre rate provided in s. 50.42(2) , or a lower per acre rate if the operator or landowner voluntarily agrees to comply for less.
 - ii. A notice regarding the obligation of continuing compliance to each landowner or operator before either signs a cost-share contract, and providing DATCP a copy of the notice initialed by the landowner or operator if the county offers cost-sharing less than the maximum per acre rate (currently \$7 per acre for 4 years).
 - c. To cost-share soil erosion control practices (“supporting practice”) under ss. ATCP 50.67, 50.68, 50.82 and 50.89 required to implement a nutrient management plan only to the extent specified below:
 - i. To spend no more than 25 percent of the county’s annual SEG cost-share allocation on supporting cropland practices consistent with DATCP requirements.
 - ii. To certify as part of a reimbursement request that each eligible supporting practice is (a) required to meet “T” or other requirement of the NRCS 590 standard, and (b) cost-sharing this supporting practices is the most cost-effective approach to meeting the requirement.
 - iii. To secure a landowner’s continuing compliance in the following areas: nutrient management under s. ATCP 50.04(3), and control of soil erosion to meet the T standard under s. ATCP 50.04(2).
 - d. To cost-share grassed waterways or other conservation practices with DATCP approval only to the extent specified below:
 - i. To have 75 percent or more of the county’s cropland covered by nutrient management plans according to most recent data published in DATCP’s nutrient management update, https://datcp.wi.gov/Pages/Programs_Services/NMUpdates.aspx

- ii. To spend no more than 50 percent of the county's annual SEG cost-share allocation on these other practices.
 - iii. To secure DATCP approval of the proposed practice prior to its installation by (a) documenting that the cost-shared practices will be installed on a farm that has a nutrient management plan, and (b) providing a justification of why SEG funding is needed to cost-share the proposed practice, including an explanation of why other cost-share funds (including DATCP bond funds) are not available and the resource concern or priority that the intended practice is designed to address.
- e. DATCP will require counties to offer increased cost-sharing up to the new maximum rate for any nutrient management cost-share contracts extended into the next grant year.
- C.4** DATCP will reimburse the LCC up to the amounts specified in the most current Schedule of Awards, which may be amended by transfers, reallocations, and redirections approved by DATCP.
- a. Extended cost-share funds referenced in the most recent schedule incorporated into this contract, may be used in the current grant year only for the purposes and projects specified in the most recent schedule except that DATCP may apply funds extended for one specific project to pay for eligible costs incurred in connection with other extended cost-share projects that may be paid from the same fund source, consistent with s. ATCP 50.34(6) (b). All projects from the prior grant year must be completed by December 31 of this grant year.
 - b. Counties may increase or reduce available grant funds in a grant through inter-county transfers. Transfers are requested using transfer agreement (ARM-LWR-407) that is electronically submitted to DATCP for approval. Any approved transfer agreement becomes part of this annual grant contract, and will amend the county's grant amount.
 - c. If a county is awarded a bond revenue cost-share funds to resolve discharges on farms, DATCP will re-allocate the funds to the county in accordance with the terms and conditions of a re-allocation agreement (ARM-LWR-434), which must be electronically submitted to DATCP for approval. Any approved agreement will be attached to this annual grant contract, and will amend the county's grant amount.
- C.5** To obtain payment from DATCP for a cost-share project, the LCC must do all of the following:
- a. Incur all eligible projects costs before December 31st of the grant year, and ensure that the costs are paid by January 31 of the year following the grant year.
 - b. Ensure that cost-shared practice invoices are fully paid and cost-share recipients have made all payments for which they are responsible.
 - c. Submit the following electronically to DATCP:
 - i. A properly completed reimbursement request using the most current DATCP-approved form.
 - ii. A signed cost-share contract for the projects for which reimbursement is requested.
 - iii. Documentation or other evidence of certification that cost-shared practices were properly installed in accordance with technical standards. The county is responsible for ensuring that the person who approves the design and the construction of each cost-shared practice has adequate job certification/approval under s. ATCP 50.46 or is otherwise qualified.
 - d. A nutrient management checklist using the most current DATCP-approved form where the practice requires a nutrient management plan (e.g., ss. ATCP 50.62 and ATCP 50.78), and provide DATCP checklists for annual plan updates for each year the practice is cost-shared or each year of the ten-year maintenance period.
 - e. Other documentation required by DATCP including acknowledgements of continuing compliance and technical certifications as required on the reimbursement form.
- C.6** DATCP will make reasonable efforts to process reimbursement requests. Counties agree to reimburse landowners and operators for their share of the project costs within 60 days after the county has submitted its reimbursement request to DATCP.
- C.7** For each cost-shared practice, the LCC agrees to develop effective operation and maintenance plans, conduct monitoring during the life of each cost-share contract including all required maintenance periods, and take appropriate actions to ensure that landowners meet their contractual responsibilities to operate and maintain any cost-shared practice. If a landowner fails to maintain a cost-shared practice, the LCC must take reasonable

and appropriate action to gain compliance including notifying landowners of a contract violation, and if compliance cannot be voluntarily secured, demanding repayment, seeking specific performance, or pursuing other appropriate actions to enforce the cost-share contract. At DATCP's option, counties shall be required to reimburse DATCP from any funds recovered from a landowner.

- C.8** The LCC may request an extension of funding for cost-share projects that are not completed by December 31 of the grant year. Extension request must be submitted electronically using DATCP approved form by December 31 of the grant year, but late filings may be accepted based on good cause through February 15th of the following grant year if authorized by ch. ATCP 50. The county must attach appropriate signed cost-share contracts to the extension request including any change order(s) and addenda if applicable.
- C.9** The LCC agrees to retain all cost-share records for at least 3 years after making the last cost-share payment to the landowner or operator, or for the duration of the required maintenance period specified in the cost-share contract, whichever is longer. The records will include all the following:
- a. A copy of the LCC's cost-share contract with the landowner or operator including any provisions related to operation and maintenance of installed practices, and any change orders or addenda or other modifications to that contract.
 - b. Documentation required for reimbursement as provided under section C.5, including receipts and disbursements of all grant funds.
 - c. Other documents needed to verify county compliance with ch. ATCP 50 and the grant contract.

2017 SCHEDULE OF AWARDS - ALLOCATIONS AND EXTENSIONS

This schedule describes by category and amount the annual grants awarded under s. 92.14, stats, to the listed county for the contract period indicated below. Grant funds not spent in the contract period are not available in future years except for approved extended cost-share funds.

Contract Date	Contract Number	Contract Period	Contact Name, Title and Phone No.	Mailing Address		
5-16-2017	9214-17-13-00	1/1/2017-12/31/2017	Amy Callis County Conservator (608) 224-3740	DANE CO LAND & WATER RESOU 5201 Fen Oak Dr Rm 208 Madison, WI 53718-8827		
2017 ALLOCATION PLAN						
SINGLE AUDIT REF.	DATCP ORG. CODE	FUNDING CATEGORY	NEW	EXTENSION FROM 2016 *	TOTAL AWARD	AVAILABLE FOR REIMBURSEMENT
115.15	7611	STAFF AND SUPPORT SEG FUND 274	\$98,314.00	\$0.00	\$98,314.00	\$98,314.00
115.15	7211	GPR FUND 100	\$52,104.00	\$0.00	\$52,104.00	\$52,104.00
TOTAL STAFFING GRANTS			\$150,418.00	\$0.00	\$150,418.00	\$150,418.00
CONSERVATION GRANTS - LWRM PLAN IMPLEMENTATION						
115.40	7510 or 7520	Bond FUND 495	\$33,000.00	\$29,075.50	\$62,075.50	\$62,075.50
115.40	7614 or 7624	SEG FUND 274	\$45,000.00	\$44,941.92	\$89,941.92	\$89,941.92
TOTAL CONSERVATION GRANTS			\$78,000.00	\$74,017.42	\$152,017.42	\$152,017.42
CONTRACT TOTAL			\$228,418.00	\$74,017.42	\$302,435.42	\$302,435.42

* See Exhibit A for specific details

EXHIBIT A

2016 Cost-Share Conservation Plan extension into 2017

Dane County

Grant Contract: 9214-17-13-00

CS Number	Name of Recipient	CS Commit	Extended CS Amount	Fund
LWRM 1 2016	Viney Acres LLC	\$1,110.90	\$1,110.90	CS Bond Extended
LWRM 10 2016	Wallace & Helen Breunig	\$3,374.00	\$3,374.00	CS Bond Extended
LWRM 11 2016	Dane County Parks	\$6,000.00	\$1,369.30	CS Bond Extended
LWRM 12 2016	Virgil & Holly Paulson	\$3,093.30	\$3,093.30	CS Bond Extended
LWRM 13 2016	Marsha Ralston-Edlinger	\$2,128.00	\$2,128.00	CS Bond Extended
LWRM 6 2016	Gary & Diane Helt	\$6,000.00	\$6,000.00	CS Bond Extended
LWRM 8 2016	John & Nancy Hornung	\$6,000.00	\$6,000.00	CS Bond Extended
LWRM 9 2016	Donald A & Mary L Hoffman	\$6,000.00	\$6,000.00	CS Bond Extended

CS Bond Extended Total \$29,075.50

NM 2016-1	Eugene & Kayleen Wagner	\$3,259.20	\$3,259.20	CS SEG Extended
NM 2016-10	D Bomkamp Acres LLC	\$1,355.20	\$1,355.20	CS SEG Extended
NM 2016-11	Thomas J & Rita Brisky	\$950.32	\$950.32	CS SEG Extended
NM 2016-12	J Bomkamp Acres LLC	\$716.80	\$716.80	CS SEG Extended
NM 2016-14	Ziegler Farm I LLC	\$2,707.60	\$2,707.60	CS SEG Extended
NM 2016-15	Weiland Irrev Trust	\$2,643.20	\$2,643.20	CS SEG Extended
NM 2016-16	Buchanan Farm LLC	\$1,400.00	\$1,400.00	CS SEG Extended
NM 2016-17	Arthur & Maria Post	\$5,614.00	\$5,614.00	CS SEG Extended
NM 2016-18	Edward John & Faye O'Connor	\$5,499.20	\$5,499.20	CS SEG Extended
NM 2016-19	Edward & Kathleen O'Connor	\$1,176.00	\$1,176.00	CS SEG Extended
NM 2016-20	Alfred S & Sandra M Wildenberg Living Tr	\$1,862.00	\$1,862.00	CS SEG Extended
NM 2016-21	Gary R & Ruth A Ziegler Living Tr	\$3,600.80	\$3,600.80	CS SEG Extended
NM 2016-22	Nicholas Ramsden	\$322.00	\$322.00	CS SEG Extended
NM 2016-23	Darrell & Carol Lange	\$5,600.00	\$2,479.92	CS SEG Extended
NM 2016-24	James & Ann Hougan	\$2,016.00	\$2,016.00	CS SEG Extended
NM 2016-25	Hougan Rev Living Tr	\$1,593.20	\$1,593.20	CS SEG Extended
NM 2016-3	Ramsden Brothers Farms LLC	\$5,092.08	\$5,092.08	CS SEG Extended
NM 2016-4	Brian & Allison Ramsden	\$106.40	\$106.40	CS SEG Extended
NM 2016-6	Deborah M Blackburn	\$378.00	\$378.00	CS SEG Extended
NM 2016-7	Brian Ramsden & Ramsden Brothers Farm	\$1,372.00	\$1,372.00	CS SEG Extended
NM 2016-8	Loren N & Nancy J Wagner & Slavik Rev Li	\$408.80	\$408.80	CS SEG Extended
NM 2016-9	Merlyn L & Elizabeth J Brockman Rev Tr	\$389.20	\$389.20	CS SEG Extended

CS SEG Extended Total \$44,941.92