

Res 341
Significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Land & Water Resources	Contract/Addendum #: 12911																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<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 checked="" type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Property Sale	<input type="checkbox"/>																				
<input checked="" type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: Jan. 1, 2017 to Dec. 31, 2021																					
4. Amount of Contract or Addendum: \$2,250,000																					
5. Purpose: Five year agreement to address reductions of phosphorus in the Yahara River Watershed through the Adaptive Management project. County will provide planning and technical assistance for the implementation of conservation practices.																					
6. Vendor or Funding Source: Yahara Watershed Improvement Network																					
7. MUNIS Vendor Code: 27135																					
8. Bid/RFP Number:																					
9. If grant: Funds Positions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>LWRADMIN, LWRCONSV & LWRLKSWS 82540</u> Amount \$ <u>468,100</u> Account No. & Amount, Org & Obj. <u>ADMADM 82540</u> Amount \$ <u>11,900</u> Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
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>2016 RES-341</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval: <i>Ken Connor</i>																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<i>WA</i>	Received	<u>11-11-16</u>		Yahara Watershed Improvement Network	
<i>CA</i>	Controller		<u>11/14/16</u>	Contact Person	
<i>MC</i>	Corporation Counsel	<u>11-15-16</u>	<u>11-15-16</u>	Dave Taylor	
<i>RM</i>	Risk Management	<u>11-14-16</u>	<u>11-15-16</u>	Phone No.	
<i>FCP</i>	Purchasing	<u>11/15/16</u>	<u>11/15/16</u>	608-222-1201 ext. 276	
	County Executive			E-mail Address	
				davet@madsewer.org	

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: 11-10-2016 Signed: Kevin Connor
 Telephone Number 224-3731 Print Name: Kevin Connor

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: 11-10-2016 Signature: Kevin Connor

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

Date: 11/14/16 Signature: [Signature]

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

Date: 11/15/16 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).

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this ___ day of _____ 2016, by and between the Yahara Watershed Improvement Network (the "Yahara WINS") and Dane County, Wisconsin (the "County")."

RECITALS:

- A. Yahara WINS is pursuing an approach to address reductions of phosphorus in the Yahara Watershed through an Adaptive Management project. For the purpose of this Agreement, the Yahara Watershed is broadly defined to include the Yahara River and Badfish Creek Watersheds.
- B. The County provides planning and technical assistance to agricultural landowners, producers and other individuals or entities for the implementation of conservation practices. These practices can reduce nutrients (including phosphorus) and sediment from entering waters as well as provides other conservation benefits.
- C. An Adaptive Management Plan has been prepared that provides the objectives and overarching implementation framework for achieving the phosphorus and TSS reductions for the Adaptive Management Project.
- D. Yahara WINS desires to obtain such assistance from the County to implement portions of the Adaptive Management Plan that will result in phosphorus reductions in the Yahara Watershed.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, Yahara WINS and the County agree as follows:

1. **Scope of Work.** County shall perform the services and provide the deliverables specified in the Scope of Work, which is attached hereto and incorporated herein as Attachment A-1 (the "Work" or the "Services"). The "Work" includes an identification of Roles and Responsibilities, Reporting, Deliverables, Performance Goals, Corrective Actions, Payment Schedules and other relevant information.
2. **Term of Agreement.** This Agreement covers a five (5) year period beginning January 1, 2017 and ending December 31, 2021, unless otherwise terminated per Section 7 (Termination for Cause) of this Agreement. The County shall commence the Work on

January 1, 2017 and shall perform and complete the Work as required by Attachment A-1.

3. **Modification of the Agreement.** The terms of this Agreement, including Attachment A-1 may be modified by the written agreement of the County and Yahara WINS.
4. **Compensation.** Yahara WINS shall pay County at the times and in the amounts stated in Attachment A-1 (the "Contract Price").
5. **Performance.** Unless otherwise agreed to in writing, the County shall furnish all services, supplies, tools, and equipment to accomplish the Work in a professional manner. The County shall also participate in meetings as stated in Attachment A-1.
6. **Responsibility for Acts, Errors and Omissions.** Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
7. **Termination**
 - A) **Termination for Cause.**
 - i. The County may terminate this Agreement upon 90 days written notice (the "90 day Termination Period") to Yahara WINS if Yahara WINS fails to deliver payments by the schedule required in this Agreement.
 - ii Yahara WINS may terminate this Agreement upon 90 days' written notice to County upon the happening of the following events:
 - County fails to deliver any reports, drawings, designs, key project deliverables, documents or other materials in final form reasonably acceptable to Yahara WINS by the schedule required by this Agreement.
 - County fails to perform any services required by this Agreement in a timely and professional manner.
 - County does not achieve at least 80% of the cumulative phosphorus reduction goal for new pounds of phosphorus in any consecutive two calendar year period as specified in Attachment A-1.

B) Termination Without Cause. Either party may terminate this Agreement without cause on 365 days notice to the other party.

C) Effective date of Termination. In the event that either party terminates this Agreement by giving a notice of termination, the termination period shall begin on the date of the notice and shall be effective on the last day of the termination period.

D) Effect of Termination.

i. In the event of termination for cause, the County will be compensated for services rendered and expenses incurred prior to the date of the termination notice in accordance with the terms set forth in this Agreement.

ii. In the event of a termination without cause, Yahara WINS will continue to pay for staffing costs incurred pursuant to this Agreement prior to the expiration of the termination period, and will pay for any County agreements entered into pursuant to this Agreement with third parties that extend beyond the effective date of termination, provided that such third party contracts were not entered after the date of the termination notice.

iii. Phosphorus reductions associated with any County agreements utilizing Yahara WIN's funding that have not been completed at the date of termination will be reported to Yahara WIN's upon verification of practice implementation.

8. **Relationship of Parties.** County is an independent consultant. Yahara WINS has direction and control only as to the end result to be accomplished, and the County has direction and control over the means and method of accomplishing that end result.

9. **Permits, Laws, Regulations, and Public Ordinances.** County shall comply with all federal, state, and local statutes, rules, regulations, and ordinances related to the County's performance of the Work.

10. **Governing Law and Interpretation.** This Agreement shall be governed by laws of the State of Wisconsin. If any provision of this Agreement is held unenforceable, the remainder of these provisions shall be given effect to the maximum extent possible. The parties agree to reform this Agreement to replace any such invalid or unenforceable provisions that come as close as possible to the intention of the stricken provision.

11. **Nonwaiver.** Neither an extension of time for any reason beyond the date fixed herein for the completion of the Agreement or acceptance of any Work shall be deemed to be a waiver or abandonment of Yahara WINS right to abrogate this Agreement or to enforce the provisions of this Agreement.

13. **Use of Documents.** Documents and plans provided by the County pursuant to this Agreement are for the benefit and use of Yahara WINS. Except for documents and plans subject to confidentiality requirements of County or federal funding programs, County shall provide to Yahara WINS complete copies of all final documents and plans, in paper and electronic form as requested by Yahara WINS.

14. **Complete Agreement.** This Agreement constitutes the complete and entire agreement between the parties and supersedes any previous communications, representations, or agreement, whether oral or written, with respect to the subject matter hereof.

15. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

16. **Giving Notice.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to or if delivered at or sent by registered or certified mail postage prepaid to:

For Yahara WINS: Yahara WINS Executive Committee President, Madison Metropolitan Sewerage District, 1610 Moorland Road, Madison, Wisconsin 53713.

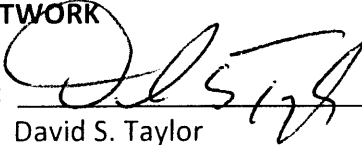
For Dane County: Dane County Executive, City County Building (Room 421), 210 Martin Luther King Jr. Blvd, Madison, WI 53703.

17. **Nondiscrimination.** In the performance of services under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, nation origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status.

18. **Miscellaneous.** This Agreement has been executed by an authorized representative of both parties.

YAHARA WATERSHED IMPROVEMENT NETWORK

DANE COUNTY, WISCONSIN

By: 
 David S. Taylor

By: _____

Title: Yahara WINS President

Title: _____

Date: 11/16/11

Date: _____

**YAHARA WATERSHED IMPROVEMENT
NETWORK**

By: 
Jeffrey S. Rau

Title: Yahara WINS Treasurer

Date: 11/10/16

Attachments:

Attachment A-1 – Scope of Work, Performance Goals and Metrics, Reporting, Deliverables, Payment Schedule and Contract Price

Attachment A-1

Scope of Work

1. Statement of Purpose

The purpose of this scope of work is to identify actions that the County will take to help implement portions of the Adaptive Management Plan for the Yahara Watershed. This plan was developed by Madison Metropolitan Sewerage District (MMSD) with input from multiple stakeholders, including Dane County. Plan implementation will result in a reduction of phosphorus loads in the Yahara Watershed, and is expected to provide ancillary benefits including a reduction in total suspended solids (TSS) loads. The plan will be used by a broad coalition of municipal entities in the Yahara Watershed as a compliance strategy to meet phosphorus and total suspended solids (TSS) requirements related to the Rock River Total Maximum Daily Load (TMDL). This Scope of Work focuses on phosphorus reductions. TSS reductions will also be monitored. Per the TMDL, TSS reductions are assumed to be reduced as a result of phosphorus reductions. For the purpose of the Scope of Work, the Yahara Watershed is broadly defined to include the Yahara River and Badfish Creek Watersheds.

2. Background

Landowners and producers in the Yahara Watershed have a longstanding history of implementing conservation practices either on their own or with assistance from the County. Portions of the watershed have been targeted through the years for strategic implementation projects that addressed agricultural nonpoint sources of pollution including sediment and nutrients; such as the Priority Watershed Program (state) and Mississippi River Basin Initiative (federal).

In 2011, a Total Maximum Daily Load (TMDL) for the Rock River Basin was approved by the U.S. Environmental Protection Agency (EPA) for phosphorus and total suspended sediment that establishes allocations for reductions of phosphorus and total suspended sediment from all source categories (wastewater treatment plants/permitted industries, Municipal Separate Storm Sewer Systems or MS4s, and agricultural nonpoint sources) in the Yahara Watershed.

In 2012, Madison Metropolitan Sewerage District formed a group called the Yahara Watershed Improvement Network (Yahara WINS), which consisted of a broad coalition of municipal entities, Dane County, agriculture and others interested in working collaboratively to test a new regulatory compliance approach called adaptive management as a means of meeting phosphorus and sediment goals specified in the TMDL. Yahara WINS initiated an adaptive management pilot project located in the upper reaches of the Yahara Watershed (specifically Six Mile Creek). Based on this work, MMSD and Yahara WINS have opted to move forward with full scale implementation of an adaptive management plan for the entire Yahara Watershed and are seeking technical assistance from the County on implementation of agricultural conservation practices that will reduce phosphorus and sediment.

3. Project Timeframe

The adaptive management project covers a 20 year period, beginning in 2017 and ending in 2036. Consistent with the time period specified in Section 2 of this Agreement, this Scope of Work covers the time period of January 1, 2017 through December 31, 2021.

4. Roles & Responsibilities

The overall role of Dane County in this agreement will be to identify locations where conservation practices and/or structural practices can be implemented to achieve phosphorus reductions in the Yahara Watershed, and provide implementation assistance to landowners so as to meet the phosphorus reduction goals specified in Section 6 of the Scope of Work. To accomplish this, Dane County will utilize in their discretion a multi-step conservation planning process that includes the steps identified in A and B below. This broadly focused conservation planning process is an essential part of identifying opportunities or locations where phosphorus reductions can occur. This process identifies resource concerns, which are broadly defined as expected degradation of the soil, water, air plant or animal resource base to an extent that the sustainability or intended use of the resource is impaired. Resource needs represent a prioritized list of conservation practices and/or structural practices that can be implemented to address the resource concerns.

A) Inventorying resource concerns

- i. Inventory resources and resource concerns in hydrologic unit code 12 (HUC12) watersheds based on sub-watershed priorities of high, medium and low for phosphorus loads.

B) Practice implementation including:

- i. Determine objectives for achieving phosphorus and sediment reductions by working with landowners.
- ii. Discuss and identify specific conservation practices and/or engineered solutions that could result in phosphorus and sediment reductions as determined through one-on-one conversations and farm walk-overs with landowners, producers, renters and consultants.
- iii. Analyze available information to establish current baseline conditions including estimated phosphorus losses using SNAP Plus or other agreed to methods.
- iv. Formulate options for installing conservation practices and/or structural practices to address phosphorus and sediment, evaluate the effectiveness of these practices, and discuss the options with landowners.
- v. Consult with landowners to make conservation practice implementation plans to address phosphorus and sediment.
- vi. Implement the plans with landowners for proposed conservation practice(s) including:
 - Assist landowners with developing timelines to implement conservation practices.

- Develop cost estimates for planned and designed practices where the County is providing the technical assistance as well as identify potential funding sources and packages.
 - Conduct survey and design work for conservation practices.
 - Review third party construction plans for structural practices when the County is not the primary technical assistance provider.
 - Develop and review cost share agreements with landowners for approved conservation practices and funding sources.
 - Conduct construction oversight of practice installation for structural practices.
 - Verify and document conservation practices are installed in accordance with the design, cost share agreement and applicable technical standards.
 - Process reimbursement payments in accordance with cost share agreements and contracts.
- vii. Calculate modeled phosphorus reductions for installed conservation practices based on SNAP Plus or other agreed upon models.
- viii. Document phosphorus reductions in accordance with the reporting and deliverables section of the Scope of Work.

C) Verification

- i. Verify the status of installed phosphorus reducing practices by conducting follow-up visits with landowners consistent with the protocols identified in the Adaptive Management Plan.
- ii. Modify and update landowner’s conservation practice operation and maintenance plans as necessary to address new resource concerns and to maintain compliance with contracts and applicable technical standards.

D) Meetings:

- i. Attend and participate in Yahara WINS Executive Committee meetings and meetings of the Yahara WINS Group as a whole. These meetings will be held at least on a quarterly basis and Dane County will report on progress and challenges related to successful implementation of this service agreement.
- ii. Attend and participate in bi-monthly job progress meetings during 2017. The purpose of these meetings is to build and enhance strong working relationships between Yahara WINS and Dane County and to track project progress at a high level. This is critical during the early stages of the project. Beginning in January, 2018 the frequency of progress meetings can be adjusted based on mutual agreement between Yahara WINS and the County, but shall in no case be less frequent than quarterly
- iii. Attend and participate in meetings with state and federal agencies as may be required.
- iv. Attend and participate in other miscellaneous meetings as may be required.

E) Miscellaneous support as requested by Yahara WINS

- i. Provide readily available inputs for on-going support for the cost/implementation model. The cost/implementation model is used to help inform future adjustments to phosphorus reduction goals and other important implementation factors.
- ii. Provide on-going technical, administrative and management including development of maps and other presentation materials, data analysis, participation in various outreach meetings, and other relevant support.
- iii. Provide administrative and recordkeeping activities associated with disbursement of cost share funds received from Yahara WINS.

5. Practice Cost Share Funds Available from Yahara WINS

Yahara WINS will notify Dane County by September 1st of each year regarding the projected amount of cost share dollars that Yahara WINS will make available to Dane County to support practice implementation. These funds are supplemental to cost share practice funds routinely included in the Dane County Capital and Operating budgets. Access to the Yahara WINS practice funds will be made through written requests by Dane County to Yahara WINS, and the requests will be subject to Yahara WINS Executive Committee approval. Funding requests will be project specific, although similar projects can be grouped together in a single request. For example, harvestable buffers for multiple landowners can be grouped in a single request.

6. Phosphorus Reduction Goals

The following phosphorus reduction goals are adapted from the Adaptive Management Plan and the cost/implementation model for the adaptive management project.

Conservation practices voluntarily implemented by eligible landowners with assistance from the County will have phosphorus reductions calculated annually using methods identified in the MMSD Adaptive Management Plan for agricultural practices and reported in accordance with the reporting and deliverables section. Annual phosphorus reduction goals for new and cumulative total pounds of are listed in Table 1. These reduction goals are based on information in the Adaptive Management Plan and associated cost/implementation model, and are prorated to address estimated reductions within the boundaries of Dane County associated with agricultural land uses. Phosphorus reductions shall be reported by TMDL stream reach. Phosphorus reductions associated with conservation practices and engineered solutions placed directly on the land can be credited toward the phosphorus reduction goals in Table 1. In addition, new and/or innovative practices with phosphorus reduction potential shall be evaluated collaboratively by Yahara WINS and Dane County on a case-by-case basis for the purpose of determining whether and to what extent credit can be given against the phosphorus reduction goals in Table 1.

Table 1: Annual Phosphorus Reduction Goals and Corrective Actions

Year	Annual goal (new lb)	Cumulative goal (new lb)
2017	2,900	2,900
2018	3,900	6,800
2019	4,900	11,700
2020	5,900	17,600
2021	6,900	24,500

The phosphorus reduction goal for new pounds of phosphorus in any year shall be considered met if the new pounds of verified phosphorus reduction reported by Dane County for that year is within 15% of the value shown in Table 1. If the annual phosphorus reduction goal for new pounds is not met for any given year, Dane County will include a corrective action section in its annual report to Yahara WINS identifying potentially contributing factors and the need (if any) for new or revised approaches in the following year(s). Consistent with the termination clause in Section 7 of the Agreement, Yahara WINS may terminate the Agreement if Dane County fails to meet at least 80% of the cumulative phosphorus reduction goal for new pounds for any consecutive two calendar year period.

7. Deliverables

The County shall develop and submit the following reports and updates to Yahara WINS:

- Annual work plan submitted by January 31st of each year highlighting activities and focus areas for the relevant calendar year.
- Draft annual report submitted to Yahara WINS by March 31st of each year covering activities conducted during the previous calendar year including all activities specified in the Scope of Work for Attachment A-1 of this Agreement. In addition, the annual report shall include information on the following performance indicators, along with baseline information, which will provide additional context with respect to progress made in meeting the phosphorus reduction goals in Section 6 of this Scope of Work:
 - i. Number of landowners/operators contacted
 - ii. Number of cost share agreements signed (county, state, federal, other)
 - iii. Number of planned conservation practices
 - iv. Number by unit of completed conservation practices (reported by TMDL reach)
 - v. Number by unit of practice verification checks completed (reported by TMDL reach)
 - vi. Number of acres tracked with nutrient management (reported by TMDL reach)
 - vii. Total dollars allocated for cost share agreements (county, state, federal, other)
 - viii. Narrative summary of innovative practices
 - ix. Carryover and total pounds of phosphorus. Carryover pounds are pounds associated with practices installed in previous years that continue to result in phosphorus reductions in the reporting year.

- Final annual report submitted to Yahara WINS by May 15th of each year.
- Progress updates presented at Yahara WINS quarterly meetings and during job progress meetings. These updates are less formal and can be given verbally and/or in other forms (e.g. via PowerPoint presentations).
- Maps and other presentation materials, data analysis, and other relevant materials.

8. Payments

Payments to the County will be comprised of both fixed cost payments and performance based payments as described below.

i. Fixed Cost Payments

Dane County agrees to provide an annual base staffing level of 5,200 hours from the Dane County Land and Water Resources Department to support conservation activities in the Yahara Watershed. Yahara WINS will make an annual fixed cost payment for three additional staff positions (2 previously funded by MMSD to jump start the full scale project, and 1 new position that will start in 2017) that are dedicated to support conservation activities in the Yahara Watershed. The annual fixed cost payment shall be made in four equal installments of \$75,000 in accordance with the dates and key deliverables shown below:

<u>Installment</u>	<u>Amount</u>	<u>Date</u>	<u>Associated Key Deliverable</u>
1	\$75,000	March 31	First draft of annual report
2	\$75,000	May 15	Final draft of annual report
3	\$75,000	August 31	
4	\$75,000	November 30	

Fixed payments in 2017 will be prorated using a standard monthly prorating to reflect the actual start date for the newly hired position.

ii. Performance Based Payments

Yahara WINS will make additional payments based on Dane County performance related to annual phosphorus reduction goals for new pounds of phosphorus as identified in Table 1. The performance based payment will be a lump sum annual payment made upon receipt and acceptance of the verified phosphorus reductions achieved in the preceding year. Phosphorus reductions for any TMDL stream reach that are in excess of the reduction required in the Adaptive Management Plan cannot be applied to the phosphorus reduction goal.

<u>% of annual P reduction goal met</u>	<u>Payment</u>
< 10%	\$0
10% to 24.9%	\$10,000

25% to 39.9%	\$30,000
40% to 54.9%	\$60,000
55% to 69.9%	\$90,000
70% to 84.9%	\$120,000
85% to 114.9%	\$150,000
115% to 129.9%	\$180,000
130% to 144.9%	\$210,000
≥ 145%	\$240,000