

Res 080
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT LWRD/Land Conservation		CONTRACT/ADDENDUM #: 11946	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract Addendum	
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: From: 01/01/2014 To: 12/31/2014		<input type="checkbox"/> POS	<input type="checkbox"/>
4. Amount of Contract or Addendum 353,681.50		<input type="checkbox"/> Co Lesse	<input type="checkbox"/>
5. Purpose: 2014 DATCP staffing grant of \$188,360 and cost-share grants of \$165,311.50 for landowners & operators for conservation practices and nutrient management plans. Total grant \$353,671.50.		<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"/>
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 checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
11. Account No. & Amount, Org. & Obj. LWRCONSV 81765		Amount \$ 188,360	
Account No. & Amount, Org. & Obj. LWRCONSV 81798		Amount \$ 88,379.90	
Account No. & Amount, Org. & Obj. LWRCONSV 81764		Amount \$ 76,931.60	
12. 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 2014 Res-080			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <i>Ken Connos</i>			

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>Mej</i>	Received	5/5/14	
<i>dy</i>	Controller		5/5/14
<i>JK</i>	Corporation Counsel	5/6/14	5/6/14
<i>SA</i>	Risk Management	5/5/14	5/6/14
<i>BEJ</i>	ADA Coordinator	5/6/14	5/6/14
<i>CD</i>	Purchasing Agent	5/6/14	5/6/14
	County Executive		

VENDOR

Vendor Name & Address	
WI DATCP PO BOX 8911 Madison, WI 53708-8911	
Contact Person Kim Carlson	
Phone No. 608-224-4610	
E-mail Address Kim.Carlson@wisconsin.gov	

Footnotes:

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

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 which has not been changed since that review/development
- is a non-standard contract previously reviewed 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: 4-21-2014 Signed: Ken Connors
 Telephone Number: 224.3731 Print Name: Ken 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: 4-21-2014 Signature: Ken 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: 5/6/14 Signature: [Signature]

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

119410

GRANT CONTRACT
ARM-LR-123 (Revised 4/14)
Section 92.14, Wis. Stats.

WI Dept. of Agriculture, Trade and Consumer Protection
Agricultural Resource Management Division
Bureau of Land and Water Resources
PO Box 8911, Madison, WI 53708-8911

2014 SOIL AND WATER RESOURCE MANAGEMENT GRANT CONTRACT

The Department of Agriculture, Trade and Consumer Protection (DATCP) and the Dane County Land Conservation Committee (the "LCC"), enter into the following contract. Under this contract, DATCP awards soil and water resource management grants to the LCC in the following specified amounts, subject to the conditions specified in this contract.

Contract Date	Contract Number	Contract Period	Contact Name, Title and Phone No.	Mailing Address		
4/11/2014	9214-14-13-00	1/1/2014-12/31/2014	PATRICK SUTTER County Conservationist (608) 224-3730	DANE CO. LAND CONS. DEPT. Room 208 1 Fen Oak Court Madison, WI 53718-8812		
2014 ALLOCATION PLAN						
SINGLE AUDIT REF.	DATCP ORG. CODE	FUNDING CATEGORY	NEW	EXTENSION FROM 2013 *	TOTAL AWARD	AVAILABLE FOR REIMBURSEMENT
115.15	7611	STAFF AND SUPPORT SEG FUND 274	\$128,023.00	\$0.00	\$128,023.00	\$128,023.00
115.15	7211	GPR FUND 100	\$60,337.00	\$0.00	\$60,337.00	\$60,337.00
TOTAL STAFFING GRANTS			\$188,360.00	\$0.00	\$188,360.00	\$188,360.00
115.40	7510 or 7520	Bond FUND 495	\$67,500.00	\$20,879.90	\$88,379.90	\$88,379.90
115.40	7614 or 7624	SEG FUND 274	\$53,000.00	\$23,931.60	\$76,931.60	\$76,931.60
TOTAL CONSERVATION GRANTS			\$120,500.00	\$44,811.50	\$165,311.50	\$165,311.50
CONTRACT TOTAL			\$308,860.00	\$44,811.50	\$353,671.50	\$353,671.50

* See Exhibit A for specific details

A. GENERAL CONTRACT TERMS

- A.1.** This contract is subject to s. 92.14 (all citations to chapter 92 or sections thereof refer to the Wisconsin Statutes) in effect at the time this contract is signed, and is also subject to Ch. ATCP 50 (all citations to ATCP 50 or sections thereof refer to the Wisconsin Administrative Code) as revised by Clearinghouse Rule 13-016. The county Land Conservation Committee or other county board committee designated to carry out the functions in ch. 92 and s. ATCP 50.10 (the designated committee is hereinafter referred to as the "LCC") has approved the terms of this contract, and will approve any amendments hereto, before this contract or any amendments are signed by a non-LCC representative on behalf of the county. The DATCP Secretary has approved the contract amounts listed in the 2014 allocation plan (including extensions of 2013 projects and any revisions to the plan) according to the procedures in ch. 92 and ch. ATCP 50. All grants are subject to the terms and restrictions specified in the allocation plan (including those specified in the environmental assessment accompanying the allocation plan) and any plan addenda, and may not be spent on other projects or for any other purposes.
- A.2.** This contract takes effect when signed by both parties, and ends on December 31 of the grant year (which for the purposes of this contract is 2014). This contract replaces any previous contracts between DATCP and the LCC related to the SWRM program under s. 92.14 and ch. ATCP 50.
- A.3.** This contract is made pursuant to legislative appropriations and is subject to adjustment or termination if appropriations are not adequate or lapses are required due to budget shortfalls. DATCP will notify the LCC if grants must be reduced, or the contract must be terminated due to the non-availability of funds. If funding is reduced, the LCC may adjust its work plan to reflect this change, or may exercise the right of termination provided in this contract.
- A.4.** This contract authorizes DATCP to reimburse counties up to the total amount of the county's annual grant award in each of the funding categories as specified on page 1 of this contract, and as amended in writing by any transfers and re-allocations approved by DATCP.
- A.5.** 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.6.** In connection with the performance of work under this contract, the LCC 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, sexual orientation 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 LCC further agrees to take affirmative action to ensure equal employment opportunities. The LCC agrees to post, in conspicuous places available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- A.7.** Neither the LCC nor its employees or agents are employees or agents of DATCP for any purpose, including worker's compensation.
- A.8.** Funds provided under this contract may not be used, directly or indirectly, for lobbying or for illegal activities.
- A.9.** Amendments to this contract, if any, must be approved in writing by DATCP and the LCC before expiration of the contract.

A.10 Either party may terminate this contract upon 30 days advance written notice to the other party. In addition to exercising its right to terminate the contract based on LCC violations of contract terms, including the requirements in Section B.1, DATCP may withhold reimbursement payments, in whole or in part, pending a determination of a possible contract violation. If DATCP terminates this contract, DATCP may be liable for any actual costs incurred for salary and fringe benefits of staff who performed work under this contract as of the date of any notice of termination. In addition, DATCP may be liable for other non-cancelable commitments incurred as long as the LCC has pursued reasonable actions to avoid such commitments. If the LCC terminates this contract, DATCP will not reimburse any costs incurred after the date of termination.

A.11. The LCC agrees to submit documents electronically, as required by DATCP, including but not limited to cost-share contracts and change orders, reimbursement requests, and extension requests, and to retain original documents for a minimum of 3 years after the end of the year of the grant award unless a longer period applies. See s. ATCP 50.34(7)(b). The LCC further agrees to allow DATCP and grant auditors to inspect and copy any records that the LCC is required to keep under this contract.

B. LCC STAFF AND SUPPORT GRANTS; CONTRACT TERMS

A grant for LCC staff and support ("staffing grant") is subject to these terms and conditions:

B.1. The LCC and its agents shall comply with ch. 92 and ch. ATCP 50 including, but not limited to:

- County soil and water program requirements as provided in Subch. III of Ch. ATCP 50.
- Farmland preservation program requirements imposed on counties including compliance monitoring and issuance of notices of noncompliance.
- 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.
- 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.

B.2. Subject to the annual allocation plan and this contract, the LCC may seek reimbursement for salaries, fringe benefits, and contractor fees identified under s. ATCP 50.32 for LCC employees and agents engaged in soil and water resource management (SWRM) activities. 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. The county shall implement internal accounting procedures to ensure that under this contract 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.3 Subject to the annual allocation plan and this contract, the LCC may seek reimbursement of staff training, LCC supervisor training, eligible staff support costs and other eligible costs identified under s. ATCP 50.32 related to SWRM activities. The total grant amount reimbursed to a county for training and support costs may not exceed 10% of a county's annual grant allocation. Only the following county employee and LCC member training costs (including registration fees, travel and materials) may be reimbursed out of a county's annual staff and support grant:

- (a) Training in conservation planning and management, technical standards implementation, clerical assistance, computer usage, and communications.
- (b) Courses building skills to perform current responsibilities or develop professionally in the field of soil and water management.
- (c) Other training costs identified in the grant application for the grant year in which the funds are to be expended.

B.4. DATCP may reimburse a county for eligible costs, at the prescribed statutory rate, up to the amount of the county's annual staffing grant award (shown on page 1). DATCP shall pay reimbursement within 30 days after the LCC files a complete and valid reimbursement request.

- B.5.** DATCP provides reimbursement payments for eligible staff and support costs that the county incurs during the grant year as long as the cost is paid by the county before January 31 of the following year. Unspent grant funds remain with DATCP for allocation in future years.
- B.6.** To obtain payments, the LCC must file a reimbursement request on a DATCP-approved form signed by an authorized county representative. The county may only file two reimbursement requests. The first request may be filed on or after July 1 for eligible costs incurred before July 1 of the grant year. The county may file a second reimbursement request for eligible costs incurred on or after July 1 of the grant year. The county must file all requests by February 15 of the year following the grant year.
- B.7.** DATCP shall reimburse counties for eligible county costs for employee salaries/fringe benefits and contractor fees at the rates provided under s. 92.14. Based on the county's designation of employees, DATCP may reimburse employee salaries and fringe benefits for the county's first designated staff person at 100%, second designated staff person at 70% and third and any additional staff at 50%, up to the total staffing grant award. The department may reimburse eligible support costs at 100%.
- B.8.** 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.
- B.9.** The LCC agrees to keep records documenting its expenditures for staff and other eligible costs for at least 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 and training costs paid during the grant year. The following support costs may be reimbursed with grant funds: mileage charges at the state rate; personal computers, software, printers and related devices; proportionate share of the costs for required financial and compliance audits; information and education materials, maps and plats; newsletters; and office supplies, including paper, copies, printing and postage. If a county requires a cost-share practice for a landowner who may qualify for economic hardship treatment under s. ATPCP 50.42(4), a county may seek reimbursement, as support cost, for the costs related to an eligibility determination, including the costs of a certified public accountant or accredited financial institution preparing a financial statement.
- B.10.** DATCP approval is required to (a) reallocate this grant to fund staff in another county department, town, municipality, tribe or local governmental entity, or (b) redirect this grant to fund cost-share grants to landowners. See ss. ATPCP 50.28(5), and 50.32(1), (6) and (11).

C. CONSERVATION GRANTS; CONTRACT TERMS

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

- C.1.** Conservation grant funds may only be used for the purposes identified in the annual grant allocation plan and this contract, or as authorized for extended funds in Section C.7. The LCC may distribute grant funds to landowners or operators for conservation practices authorized by ch. ATPCP 50. DATCP may not reimburse the LCC for any amount that exceeds the amount of the county's allocation as specified on page 1 of this contract, and as amended by any transfers, reallocations, and redirections approved by DATCP.
- C.2.** The LCC agrees to enter into a cost-share contract with each landowner or operator to whom the LCC distributes conservation grant funds. The LCC further agrees to provide written notice, when applicable, to inform each landowner and operator of the full ramifications of a cost-share contract, including future compliance obligations. Conservation practices installed under cost-share contracts must comply with the state conservation standards under NR 151, Wis. Admin. Code and s. ATPCP 50.04, and state requirements (ch. 44, Stats.) regarding cultural resource assessments. The LCC must use the most recent DATCP-approved cost-share contracts and related forms to cost-share projects, or obtain DATCP approval of a county form to ensure that cost-sharing complies with ch. ATPCP 50. Counties must record all contracts exceeding \$14,000 in cost-sharing and may voluntarily record

other contracts. Contracts only involving conservation practices listed in s. ATCP 50.08(5)(b) need not be recorded regardless of the cost-share amount. For contracts exceeding \$50,000 in DATCP cost-sharing, the county must obtain DATCP's written approval before practice installation (No separate approval is required in cases where DATCP approves an NOD/NOI project for cost-share funding in excess of \$50,000). DATCP, at any time, may require advance approval of any practice cost-shared under Ch. ATCP 50, and shall provide written notice to affected parties of the cost-shared practices requiring DATCP pre-approval by email or publication of the information on DATCP's website. Before DATCP imposes a pre-approval requirement, it will provide an opportunity for the affected parties to comment on the proposed pre-approval requirement.

C.3. DATCP provides conservation grant funds on a reimbursement-basis only. As conditions of reimbursement, the LCC must do all of the following:

- Submit a copy of the signed cost-share contract for the practices.
- Ensure that cost-shared practice invoices are fully paid and cost-share recipients have made all payments for which they are responsible.
- Submit the request using the most current DATCP-approved reimbursement form, properly completed to provide the following for each practice: watershed code, NR 151 compliance, LWRM plan priority. DATCP may return incomplete requests or seek clarification by contacting the county staff.
- Ensure 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.
- Provide required documentation specified in the DATCP reimbursement form or, in lieu of documentation, the necessary certification showing that the cost-shared practice was properly designed, installed and implemented according to ch. ATCP 50.
- Submit a nutrient management checklist using the most current form authorized by DATCP 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 of cost-sharing or each year of the ten-year maintenance period.

C.4. DATCP reimbursements will be governed by the following requirements:

- A partially completed conservation practice may be reimbursed only if the partially completed portion has independent conservation benefits, and complies with ch. ATCP 50 and the cost-share contract.
- No DATCP cost-share funds can be used to (a) pay for the installation of a practice on land owned by the state of Wisconsin, (b) bring a landowner into compliance with standards required under the landowner's WPDES permit under Ch. 281 and Ch. 283, Stats, or (c) pay for any state or local administrative permit fees.
- No DATCP payments may be made for heavy use area protection unless this practice is a component of another practice such as manure storage systems (s. ATCP 50.62), barnyard runoff control systems (s. ATCP 50.64), livestock watering facilities (s. ATCP 50.76), prescribed grazing (s. ATCP 50.80), sediment basins (s. ATCP 50.86), or stream bank or shoreline protection (s. ATCP 50.88).
- DATCP payments for the following practices may not exceed a cost-share rate of 50 percent unless the practice is required to implement a performance standard on a farm: access roads (s. ATCP 50.65), roof runoff systems (s. ATCP 50.85), stream-bank or shoreline protection (s. ATCP 50.88), stream crossing (s. ATCP 50.885), or wetland development or restoration (s. ATCP 50.98).
- DATCP payments for any conservation practice installed on land owned by local governments may not exceed a cost-share rate of 50 percent.
- The cost-share rate of 90 percent for economic hardship is only available for the installation of practices on farm land when DATCP cost-sharing is provided either to the landowner or a grant recipient who operates the farm.
- Cost-shared practices may be installed based on updated technical standards, newer than those identified in Subch. VIII of ch. ATCP 50, as long as (a) the standard provides conservation benefits at least as beneficial as the version listed in Subch. VIII, (b) the newer standard has been adopted by NRCS, DNR or the applicable technical standards entity identified in Subch. VIII, and (c) the landowner voluntarily agrees, in writing, to the use of the newer, updated standard.

- Costs for a stream crossing are eligible for reimbursement if the practice involves a road or pathway which confines or directs the movement of livestock, farm equipment or vehicular traffic over a stream, and is constructed in accordance with applicable NRCS technical standards.
 - Feed storage runoff control systems are eligible for reimbursement without prior authorization from DATCP as long as the practice meets the applicable standards in s. ATCP 50.705 or criteria authorized under s. ATCP 50.40(3)(a).
 - Revisions to Ch. ATCP 50 that become effective in 2014 are incorporated into this contract. To the extent that the new rule provisions conflict with the terms of this contract, the provisions of Ch. ATCP 50 shall apply.
- C.5.** Bond revenue funds may be used to finance cost-share practices identified in ch. ATCP 50 including any recording fees, and cultural resource assessments if pre-approved by DATCP, except that bond revenue funds may not be used to finance cost-shared practices identified in ss. ATCP 50.67, 50.68, 50.78, 50.79, 50.82 and 50.89.
- C.6.** DATCP may not pay out any conservation grant funds under this contract after December 31 of the grant year, except to reimburse the county under section C.3. for costs incurred on or before December 31 of the grant year and paid by January 31 of the following year. The LCC may ask for an extension of funding for cost-share projects where contracts are fully executed but not completed by December 31 of the grant year. The LCC must submit an extension request by the postmark deadline of 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. If DATCP grants an extension request, DATCP may add the spending authorization to the previously determined county grant award for the next grant year. DATCP may not extend project funding for more than one year.
- C.7.** For this grant year, DATCP has approved extension projects generally referenced on page one of this contract and specified in Exhibit A which details the name of each project and the dollar amounts extended from the prior grant year. Funds allocated for these extensions may be used in the current grant year only for the purposes and projects specified in Exhibit A 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 the waiver authorizing pooling of extended funds and s. ATCP 50.34(6) (b). The LCC is expected to complete all projects extended from the prior grant year by December 31 of this grant year. Grant funds that are not committed in contracts in the grant year or that are extended but not spent on extended projects remain with the DATCP for possible allocation in future years.
- C.8.** 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 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.
 - Documentation required for reimbursement as provided under section C.3, including receipts and disbursements of all grant funds.
 - Other documents needed to verify county compliance with ch. ATCP 50 and the grant contract.
- C.9.** The LCC agrees to monitor cost-shared practices during the life of the contract including the maintenance period, 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 landowner notification of contract violation, and if compliance cannot be voluntarily secured, demand repayment, seek specific performance, or pursue other appropriate actions to enforce the cost-share contract. Counties shall reimburse DATCP from any funds recovered from a landowner.
- C10.** Cost-share funds may be transferred to, or from, the county in accordance with the terms and conditions of a transfer agreement (ARMLWR-407). Extended cost-share funds and GPR revenue funds cannot be transferred between counties. A transfer agreement must be approved by DATCP in

accordance with applicable procedures. Any approved transfer agreement will be attached to this annual grant contract, and will amend the county's grant amount.

C.11. Bond revenue cost-share funds may be distributed to the county from DATCP's NR 243 reserve to resolve a Notice of Intent/Notice of Discharge, in accordance with the terms and conditions of a re-allocation agreement (ARM-LWR-434). Any approved agreement will be attached to this annual grant contract, and will amend the county's grant amount.

C.12. The LCC shall employ necessary safeguards to ensure all cost-share grant recipients, regardless of the source of grant funding, are not reimbursed for the same costs that another governmental entity is also reimbursing.

C.13. Unless otherwise specified in a modification to this contract, all awards of SEG cost-share funds are primarily for cost-sharing nutrient management plans and related practices, and the LCC agrees to do the following in connection with any such award:

- Make expenditures in accordance with the terms of the grant application and award.
- Take all steps necessary to secure a landowner or operator's continuing compliance with the nutrient management standard by providing:
- A lump sum payment of \$7 an acre per year for four years, or a lower payment for four years if the operator or landowner voluntarily agrees to comply for less.
- 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 initiated by the landowner or operator if the county offers cost-sharing less than \$28 per acre (at the rate of \$7 per acre for 4 years).
- Provide cost-sharing primarily for nutrient management plans, and only provide cost-sharing for conservation tillage and other "soft" practices supporting a nutrient management plan upon certification that the supporting practice is (a) required to meet "T" or other requirement of the NRCS 590 standard, and (b) the most cost-effective approach to meeting the requirement.

To execute this contract, you are required to attach your electronic signature below. By checking the box indicating your agreement, typing your name in the designated box and entering the date, you are signing this grant contract for the entity you are authorized to represent. If required, you should check your official title as an authorized representative. This electronic signature will become part of this contract, and it has the same force and effect, pursuant to Chapter 137 of the Wisconsin Statutes, as a non-electronic signature.

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

I agree on behalf of DATCP to the terms of this contract

Please enter your name: _____ Date: _____
 _____ mm/dd/yyyy

Administrator
 DATCP, Agricultural Resource Management Division

Authorized County Representative

I agree on behalf of county listed on page 1 to the terms of this contract

Please enter your name: _____ Date: _____
 _____ mm/dd/yyyy

LCC Chair. County Board Chair. County Executive or Administrator (Check only one)

EXHIBIT A

2013 Cost-Share Conservation Plan extension into 2014

Dane County

Grant Contract: 9214-14-13-00

CS Number	Name of Recipient	CS Commit	Extended CS Amount	Fund
LWRM #1 (2013)	Kenneth D & Sherrie L Ruegsegger	\$5,992.00	\$5,992.00	CS Bond Extended
LWRM #12 (2013)	Kippley Income Tr Lloyd N	\$1,120.00	\$1,120.00	CS Bond Extended
LWRM #15 (2013)	The Community of Bishops Bay LLC	\$5,600.00	\$5,600.00	CS Bond Extended
LWRM #4 (2013)	Joseph & Meagan Kemper	\$3,356.50	\$3,356.50	CS Bond Extended
LWRM #8 (2013)	Treinen Rev Tr Anita & James	\$2,564.40	\$2,564.40	CS Bond Extended
LWRM #9 (2013)	Jesse A Miller	\$2,247.00	\$2,247.00	CS Bond Extended
CS Bond Extended Total			\$20,879.90	

SWRM/NM 2013-01	Joseph, Diane & Jared Ripp	\$4,267.20	\$4,267.20	CS SEG Extended
SWRM/NM 2013-02	Joseph, Diane, Jerry & Joyce Ripp	\$4,264.40	\$4,264.40	CS SEG Extended
SWRM/NM 2013-05	Joseph & Diane Ripp	\$3,360.00	\$3,360.00	CS SEG Extended
SWRM/NM 2013-06	Mark & Gail Rettemund	\$2,276.40	\$2,276.40	CS SEG Extended
SWRM/NM 2013-07	Jesse Miller	\$2,814.00	\$2,814.00	CS SEG Extended
SWRM/NM 2013-09	Raymond & John Ripp	\$2,324.00	\$2,324.00	CS SEG Extended
SWRM/NM 2013-10	Oison Living Trust John W & Beverly A	\$991.20	\$991.20	CS SEG Extended
SWRM/NM 2013-11	Irene Holton	\$1,394.40	\$1,394.40	CS SEG Extended
SWRM/NM 2013-17	Merlyn England	\$1,288.00	\$1,288.00	CS SEG Extended
SWRM/NM 2013-18	Peggy Whiteside	\$952.00	\$952.00	CS SEG Extended
CS SEG Extended Total			\$23,931.60	