CONTRACT COVERSHEET

Res 546 Significant

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Land & Water Resources	CONTRACT/ADDENDUM#:
This contract, grant or addendum: ☑ AWARDS ☐ ACCEPTS	Contract Addendum
2. This contract is discretionary ☐ YES ☐ NO	original contract number POS
3. Term of Contract or Addendum: From: signing To: 09/30	Co Lesse
4. Amount of Contract or Addendum 375,0005. Purpose:	Intergovernmental Purchase of Property
Provides funding of up to \$75,000 a year for 5 years, for the technical assistance necessary for conservation implement of both the Yahara CLEAN and Adaptive Management	ntation as Other:
6. Vendor or Funding Source: USDA-NRCS	
7. MUNIS Vendor Code: 12375	
8. Bid/RFP Number:	
9. If grant: Funds Positions? ☐ YES ☐ NO Will require on	-going or matching funds? ☑ YES ☐ NO
10. Are funds included in the budget? ☐ YES ☐ NO	
11. Account No. & Amount, Org. & Obj. LWRCONSV 81782 Account No. & Amount, Org. & Obj.	Amount \$_75,000 Amount \$
Account No. & Amount, Org. & Obj.	Amount \$
If Resolution has already been approved by the County Board, Reso	
13. Does Domestic Partner equal benefits requirement apply?	S 🖸 NO
14. Director's Approval Locures	
CONTRACT REVIEW/APPROVALS	VENDOR
Received 3-12-15 3 12 12 13 14 15 15 15 15 15 15 15	Vendor Name & Address USDA-NRCS 8030 Excelsior Dr., Ste. 200 Madison, WI 53717 Contact Person Tom Krapf Phone No. 608-662-4422 ext 232 E-mail Address
ootnotes:	
	3
Return To: Name/Title: Janet Crary/Account Clerk II	Dept.: Land & Water Resources
Phone: 224-3757 Mail A	Address: 5201 Fen Oak Dr., Room 208
E-mail: crary@countyofdane.com	Madison, WI 53719

	ERTIFICATION le 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 copy ¹
	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 copy ¹
Da	te: 3-11-15 Signed: Recin Connormal Print Name: Wecin Connormal
Tel	ephone Number: 224 3731 Print Name: Kerin Connon
	AJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed 20,000 in disbursements or receipts and which require county board review and approval.
EX	ECUTIVE SUMMARY (Attach additional pages, if needed).
1.	<u>Department Head</u> 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: 3-11. 2015 Signature: 2in Conna
2.	
	7/1 /1 / / / / / / / / / / / / / / / / /
	Date: 3/6/15" Signature:
3.	<u>Corporation Counsel</u> ☐ Contract is in the best interest of the County. Comments:
	Date: 3/12/18 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).

2014 RES-546

ACCEPTANCE OF A USDA-NATURAL RESOURCES CONSERVATION SERVICE GRANT

Dane County Land & Water Resources – Land Conservation Division has received a grant from the USDA-Natural Resources Conservation Service (NRCS) Regional Conservation Partnership Program (RCPP) for up to \$375,000. This grant will support conservation implementation as part of both the Yahara CLEAN and Adaptive Management efforts with funding of up to \$75,000 for each year from 2015 through 2019. This funding will be leveraged with an additional \$925,000 from NRCS for cost-share assistance to landowners. Cost-share assistance is available through the NRCS's – Environmental Quality Incentive Program (EQIP) for conservation practice implementation.

This agreement develops a cooperative undertaking between Dane County Land & Water Resources and NRCS to provide funding for the technical assistance necessary for conservation practice design, layout, construction, and verification.

 Dane County Land & Water Resources, NRCS, and partners have common objectives in reducing soil erosion as well as protecting and improving water quality. This agreement will continue to support efforts in reaching those objectives by strengthening and encouraging the voluntary approach of private landowner participation and implementation of conservation practices.

THEREFORE, BE IT RESOLVED, that the Dane County Board of Supervisors and the Dane County Executive hereby accept the grant award from the USDA-NRCS for up to \$375,000.

BE IT FINALLY RESOLVED, that this revenue is included in the Land & Water Resources 2015 budget under account LWRCONSV 81782.

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1. Award Identifying Numbe 68-5F48-15-05	er 2. Amendment N		d/Project Period 015 – March 31, 2020	4. Type of Award Instrument Cooperative Agreement
5. Natural Resources Conser		I Widtell 2	6. Recipient Organization	(Name and Address)
USDA Natural Resources Co 8030 Excelsior Drive, Suite 2 Madison, WI 53717			Dane County Land and W 5201 Fen Oak Drive, Roo Madison, WI 53718	/ater Resources Department om 208
	ē		DUNS: 076148766000	EIN: 39-6005684
7. NRCS Program Contact: Tom Krapf tom.krapf@wi.usda.gov 608-662-4422 ext. 232	8. NRCS Administrati Diane Georgetta diane.georgetta@wi.us 608-662-4422 ext. 220	sda.gov	9. Recipient Contact: Kevin Connors connors.kevin@ countyofdane.com 608-224-3730	10. Recipient Administrative Contact Kyle Minks minks.kyle@countyofdane.com (608) 224-3675
10.930	12. Authority Subtitle I of Title XII of the Foo section 2401 of the Agricultura		ct of 1985 as amended by	
			ducing Total Phosphorus and	I Sediment Loads in the Yahara
Regional Conservation Partner Watershed through Wisconsis 14. Entity Type: Pro Tri 15. Approved Budget Category	n's Adaptive Management Opti ofit Nonprofit ibal Indian/Native American	ion Higher Educa		State/Local
Regional Conservation Partner Watershed through Wisconsin 14. Entity Type: Pro Tri 15. Approved Budget Categor See Attachment D - Budget	n's Adaptive Management Opti ofit Nonprofit ibal Indian/Native American	Higher Educa	ation FederalX_ ownerOther	State/Local
Regional Conservation Partner Watershed through Wisconsis 14. Entity Type: Pro Tri 15. Approved Budget Category	n's Adaptive Management Option ofit Nonprofit ibal Indian/Native American ry Breakdown:	Higher Educa	ation FederalX_	State/Local
Regional Conservation Partner Watershed through Wisconsin 14. Entity Type: Proposition 15. Approved Budget Categor See Attachment D - Budget 16. Original Budget RCPP-EQIP Technical Assist This agreement is subject to a sumendment and any payments awardee organization, agrees	n's Adaptive Management Option ofit Nonprofit ibal Indian/Native American ry Breakdown: tance: \$ 375,000 applicable USDA NRCS statuto is made pursuant thereto, the unthat the award is subject to the constitutes an agreement by the	Higher Educa Lando Lando Ty provisions dersigned rep applicable propayee that the	ation FederalX_ ownerOther 17. Amended Budget (if and Financial Assistance Represents that he or she is duly ovisions of this agreement (are amounts, if any found by N	State/Local
Regional Conservation Partner Watershed through Wisconsis 14. Entity Type: Proposed Pr	n's Adaptive Management Option ofit Nonprofit ibal Indian/Native American ry Breakdown: tance: \$ 375,000 applicable USDA NRCS statuto s made pursuant thereto, the un that the award is subject to the constitutes an agreement by the NRCS.	Higher Educa Lando Lando I provisions dersigned rep applicable propayee that the ACCEPTE	ation FederalX_ ownerOther 17. Amended Budget (if and Financial Assistance Represents that he or she is duly ovisions of this agreement (are amounts, if any found by N	applicable) egulations. In accepting this award or authorized to act on behalf of the nd all attachments), and agrees that IRCS to have been overpaid, will be
Regional Conservation Partner Watershed through Wisconsis 14. Entity Type: Proposed Pr	n's Adaptive Management Option ofit Nonprofit ibal Indian/Native American ry Breakdown: tance: \$ 375,000 applicable USDA NRCS statuto is made pursuant thereto, the unthat the award is subject to the constitutes an agreement by the	Higher Educa Lando Lando Ty provisions dersigned rep applicable propayee that the	ation FederalX_ ownerOther 17. Amended Budget (if and Financial Assistance Represents that he or she is duly ovisions of this agreement (are amounts, if any found by N	applicable) egulations. In accepting this award or authorized to act on behalf of the nd all attachments), and agrees that

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

STATEMENT OF WORK

Between the

USDA Natural Resources Conservation Service (NRCS)

And

Dane County Land and Water Resources Department

Introduction:

This cooperative Agreement is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, henceforth named "NRCS", and the Dane County Land and Water Resources Department, henceforth named DCLWRD. NRCS and DCLWRD are engaged in complementary and compatible activities related to providing financial and technical assistance to agricultural and forest producers through provisions of the Regional Conservation Partnership Program (RCPP). Partnership activities include efforts to encourage conservation of natural resources through technical and financial assistance which may be provided by both parties to the agreement.

I. Authority

This Agreement is entered into in accordance with:

Subtitle I of Title XII of the Food Security Act of 1985 as amended by section 2401 of the Agricultural Act of 2014.

II. Background

RCPP is a voluntary conservation program that establishes specific parameters for working with eligible partner entities to provide financial and technical assistance to producers and landowners of eligible land. The assistance provided through this cooperative agreement enables producers and landowners to install and maintain conservation activities to address priority natural resource concerns. The Secretary of Agriculture has delegated the authority for administration of RCPP to the Chief of NRCS who is Vice President of the Commodity Credit Corporation (CCC). DCLWRD has submitted a request for NRCS program assistance to address priority natural resource concerns in the Yahara Watershed in Dane County, Wisconsin. DCLWRD is an eligible partner entity and meets statutory requirements of RCPP to carry out activities specified in this agreement and work with eligible program participants to help implement conservation activities on eligible lands as defined in this agreement.

NRCS is the lead Federal agency for conservation on private land. In carrying out this role, NRCS provides voluntary conservation planning, technical and financial assistance to farmers and landowners to address the natural resource concerns on the Nation's private and nonfederal land.

NRCS delivers RCPP assistance through the authorities and rules of the following programs, referred to throughout this partnership agreement as "covered programs": Environmental Quality Incentives Program (EQIP).

Ill. Purpose

The purpose of this agreement is to establish a partnership framework for cooperation between NRCS and DCLWRD on activities that involve implementation of conservation activities through covered programs on eligible lands within the approved project area.

IV. Responsibilities of Parties

A. NRCS will:

- 1. Provide on an annual basis, technical and financial assistance through the covered programs as requested by the DCLWRD, and as available, to eligible producers and landowners located within the approved project area. The project target area is the Yahara Watershed (Rock River TMDL) located within Dane County, Wisconsin. Note: NRCS reserves the right and authority to reduce or discontinue program benefits to support this partner agreement based upon funds availability, changes in agency priorities, or inability of DCLWRD to deliver resources or provisions of this agreement. RCPP-EQIP program contracts and agreements obligated with producers and landowners as a result of this partnership agreement are assured of funding for the entire length of the approved contract or agreement and not subject to provisions of this partnership agreement regarding fund availability.
- 2. NRCS will provide a maximum of \$375,000 to DCLWRD for the completion of RCPP-EQIP deliverable items as described in Attachment C Plan of Work and Attachment F Documentation of Deliverables/Performance. NRCS will provide \$925,000 in financial assistance to eligible RCPP-EQIP contract participants to install and maintain eligible conservation practices that reduce phosphorus and sediment loads in surface water. NRCS will provide \$300,000 in technical assistance funding to support NRCS staff time to coordinate and manage RCPP-EQIP contract obligations.
- 3. Implement and administer the covered programs to the extent possible to address identified RCPP project natural resource concerns. Such assistance includes use, as NRCS determines appropriate, of recommendations from DCLWRD for evaluation and ranking of program applications and expeditious obligation of approved contracts and agreements for

eligible producers and landowners to facilitate timely implementation of activities within the project area.

4. Provide annual review and recommendations to DCLWRD regarding the project to ensure success and implementation of conservation activities related to program contracts and agreements.

B. DCLWRD will:

- 1. Coordinate with the Wisconsin NRCS Public Affairs Specialist for all news releases and information materials produced to publicize, announce, or promote the projects, activities, and events resulting for this MOU. Acknowledge USDA NRCS support and funding on any publications written or published, or any audiovisual produced.
- 2. Complete items in Attachment C Plan of Work (with the exception of deliverable items 1A and 1C).
- 3. DCLWRD and collaborating partners will provide a total of \$3,955,960 in contributions as described in Attachment C Plan of Work and Attachment D Budget.
- 4. Provide NRCS with updated estimates of the annual amount of program funding specifically needed to address identified priority natural resource concerns within the project area.
- 5. Provide NRCS with a list of suggested "ranking criteria" that could be used by the agency for evaluation and ranking of eligible producer program applications. The suggested criteria shall relate to the RCPP project area objectives to address priority natural resource concerns.
- 6. Provide the NRCS agency representative with detailed semi-annual and annual reports during the project period and a final project report that documents project accomplishments and goals achieved for each deliverable item identified in Attachment C Plan of Work. Reports shall include a tracking summary of total partner contributions by deliverable items (See Attachment E Contribution Tracking). Reports shall include activities and services that are provided by DCLWRD and collaborating partners to program participants to help achieve objectives of the agreement. Reports shall also address partner efforts to monitor and evaluate implementation of conservation activities included in NRCS program contracts and activities within the approved project area.
- 7. Privacy Act (Authority: 5 U.S.C. 301 and 552a; 31 U.S.C. 9701); employee(s) shall not disclose any private or sensitive data which is contained in a system of records NRCS maintains, by any means of communication to any person, or to another agency outside USDA, unless the disclosure is authorized in writing by NRCS. Employees whose duties require handling records in these systems must, at all times, protect the integrity, security, and confidentiality of private

and/or sensitive data. Employees must exercise care so that information contained in these files is not inadvertently disclosed to families, friends, or others who have no need to know. Keep all private information in secure areas when not in use during office hours.

Examples of Private Data: Social Security number (SSN); tax identification (ID) number; employee National Finance Center ID; account numbers; and farm, tract, or common land unit numbers.

Examples of Sensitive Data: Name, address, or other geographic indicators; e-mail address; phone number; race; gender; ethnicity; disability; birth date.

- 8. Keep DUNS Number actively registered in the Central Contractor Register (CCR) via SAM.gov in accordance with 2 CFR 25.
- 9. Continued compliance with previously signed "Acknowledgement of Section 1619 Compliance".

C. It is mutually agreed upon by both parties:

- 1. To cooperate in developing and implementing conservation plans that address priority natural resource concerns in the defined project area.
- 2. That the designated representatives of DCLWRD and the designated representatives of NRCS will cooperate to develop procedures to ensure good communication and coordination at the various levels of each organization.
- 3. NRCS and DCLWRD and their respective agencies and offices will manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this agreement. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
- 4. That nothing in this agreement shall commit either NRCS or DCLWRD to obligate or transfer any funds or financial assistance that NRCS may provide to eligible program participants. Specific work projects or activities that may involve the transfer of funds, services, or property among DCLWRD and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds or technical services. Such activities must be independently authorized by appropriate statutory authority. This

agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

- 5. That DCLWRD is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the DCLWRD and third parties to carry out project activities.
- 6. This agreement does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

V. Expected Accomplishments and Deliverables

See list of deliverables identified on Attachment C – Plan of Work and Attachment F – Documentation of Deliverables/Performance.

VI. Program, Technical and Administrative Contacts

A. NRCS Program, Technical and Administrative Contacts:

NRCS Program Contact:

Tom Krapf Assistant State Conservationist USDA NRCS 8030 Excelsior Drive, Suite 200 Madison, WI 53717 (608) 662-4422 ext. 232 tom.krapf@wi.usda.gov

NRCS Technical Contact:

Adam Dowling
District Conservationist
USDA NRCS
5201 Fen Oak, Room 208
Madison, WI 53718
(608) 224-3750 ext. 114
adam.dowling@wi.usda.gov

NRCS Administrative Contact:

Diane Georgetta
Budget Analyst
USDA NRCS
8030 Excelsior Drive, Suite 200
Madison, WI 53717
(608) 662-4422 ext. 220
diane.georgetta@wi.usda.gov

B. DCLWRD Technical and Administrative Contacts:

Kevin Connors
Director
Dane County Land and Water Resources Department
5201 Fen Oak Drive, Room 208
Madison, WI 53718
(608) 224-3730
connors.kevin@countyofdane.com

Kyle Minks
Conservation/Nutrient Specialist
Dane County Land and Water Resources Department
5201 Fen Oak Drive, Room 208
Madison, WI 53718
(608) 224-3675
minks.kyle@countyofdane.com

VII. Duration

This agreement takes effect starting on the signature date recorded for the NRCS State Conservationist on the Notice of Grant and Agreement Award (NRCS-ADS-093); and shall remain in effect to March 1, 2020. The agreement may amended upon request of either NRCS or DCLWRD, provided the amendment does not extend this agreement beyond 5 years from date of execution. Either NRCS or DCLWRD may terminate this agreement with a 60 day written notice to the other party. Note: Although this RCPP agreement is limited to a maximum of 5 years, NRCS program contracts and agreements with producers and landowners may extend beyond this period of time.

VIII. List of Documents

Notice of Grant and Agreement Award (NRCS-ADS-093)

Attachment A - Statement of Work

Attachment B – General Terms and Conditions

Attachment C – Plan of Work

Attachment D - Budget

Attachment E – Contribution Tracking

Attachment F – Documentation of Deliverables/Performance

Attachment G - Project Area

NATURAL RESOURCES CONSERVATION SERVICE U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

- a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#pagel and http://www.ecfr.gov/cgi-bin/text-idx?SID=b5822062c34bd3c5d5fd29ca42cd080e&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
 - (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"
 - (2) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
 - (3) 7 CFR Part 3018, "New Restrictions on Lobbying"
 - (4) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (5) 2 CFR Part 25, "Universal Identifier and Central Contractor Registration"
 - (6) 2 CFR Part 170 "Reporting Subaward and Executive Compensation Information"
- b. The recipient, and recipients of any subawards under this award, assures and certifies that it will comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at http://www.access.gpo.gov/nara/cfr/cfr-table-search.htm1#page1.)
 - (1) 7 CFR Part 3017, "Governmentwide Debarment and Suspension (Nonprocurement)"
 - (2) 7 CFR Part 3018, "New Restrictions on Lobbying"
 - (3) 7 CFR Part 3021, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
 - (4) 7 CFR Part 3052, "Audits of States, Local Governments, and Nonprofit Organizations"
 - (5) Public Law 109-282, "Federal Funding Accountability and Transparency Act of 2006"
 - (6) 2 CFR Section 175, "Award Term for Trafficking in Persons"
- c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference (the full text of Code of Federal Regulations references may be found at <a href="http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#pagel and http://www.ecfr.gov/cgi-bin/text-idx?SID=b5822062c34bd3c5d5fd29ca42cd080e&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl):
 - (1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"
 - (2) 48 CFR Part 31, "Contract Cost Principles and Procedures"

II. UNALLOWABLE COSTS

The following costs are not allowed:

- a. Costs above the amount authorized for the project
- b. Costs incurred after the expiration of the award including any no-cost extensions of time
- c. Costs that lie outside the scope of the approved project and any amendments thereto
- d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. Questions about the allowability of particular items of costs should be directed to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.
- b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

- a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
 - 1. Grant or agreement number
 - 2. Narrative explaining the requested modification to the project purpose or deliverables
 - 3. A description of the revised purpose or deliverables
 - 4. Signatures of the authorized representative, project director, or both
- b. Subcontractual Arrangement.—The recipient must submit a justification for the proposed subcontractual arrangements, a statement of work to be performed, and a detailed budget for the subcontract to the NRCS administrative contact. Subcontractual arrangements disclosed in the application do not require additional postaward approval.
- c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—
 - Relinquishes active direction of the project for more than 3 consecutive months or
 has a 25 percent or more reduction in time devoted to the project, the grantee must
 notify the NRCS administrative contact in writing, identifying who will be in charge
 during the project director's absence. The notification must include the
 qualifications and the signature of the replacement, signifying his or her willingness
 to serve on the project.

- 2. Severs his or her affiliation with the grantee, the grantee's options include—
 - Replacing the project director. The grantee must request written approval
 of the replacement from the NRCS administrative contact and must include
 the qualifications and the signature of the replacement signifying his or her
 willingness to serve on the project.
 - ii. Subcontracting to the former project director's new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director's new organization certain portions of the project to be completed by the former project director.
 - iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
- 3. Transfers the award to his or her new organization, the authorized organization's representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
 - i. The forms and certifications included in the application package
 - A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)
 - An updated qualifications statement for the project director showing his or her new organizational affiliation
 - iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

- d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.
- e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 days before the expiration date of the award. The request must contain the following:
 - The length of additional time required to complete the project and a justification for the extension
 - A summary of progress to date
 - An estimate of funds expected to remain unobligated on the scheduled expiration date
 - A projected timetable to complete the portions of the project for which the extension is being requested
 - Signature of the grantee and the project director
 - A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Only in exceptional cases will more than one extension be granted. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

- a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the address identified in block 8 of the Notice of Grant/Agreement Award.
- Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.
- Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.
- d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee's contractors will not be sent to NRCS for review or approval.
- e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract award documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule (recipients may download the applicable form at http://www.forms.gov):

Quarterly Schedule	Report Due Date
October 1 to December 31	January 31
January 1 to March 31	April 30
April 1 to June 30	July 30
July 1 to September 30	October 30

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VII. PERFORMANCE MONITORING AND REPORTING

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subcontractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- Every 6 months the recipient must submit a written progress report. Each report must cover—
 - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
 - 2. The reasons why goals and objectives were not met, if appropriate.
 - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.
- The recipient must submit a final performance report within 90 days after completion of project.

VIII. SPECIAL PROVISIONS

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Acquisitions Division Grants and Agreements Team 1400 Independence Avenue, SW. Room 6823 South Building Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:
 - "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

 "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

X. COST-SHARING REQUIREMENTS

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.
- Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
 - 1. Immediately notify the NRCS administrative contact of the situation.
 - 2. Specify the steps it plans to take to secure replacement cost sharing.
 - Indicate the plans to either continue or phase out the project in the absence of cost sharing.
- c. If NRCS agrees to the organization's proposed plans, the recipient will be notified accordingly. If the organization's plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.
- d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.
- e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XI. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient's own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.

XV. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.

ATTACHMENT C - PLAN OF WORK

Item No.		Deliverable	Deliverable Description							
1		Conservation Practice	188							
	A.	NRCS Financial Assistance	NRCS will obligate contracts with eligible RCPP-EQIP participants for the purpose of installing and maintaining eligible conservation practices that reduce phosphorus and sediment loads in surface water in the Yahara Watershed in Dane County. NRCS and DCLWRD will collaborate to identify the conservation practices eligible for federal financial assisting funding. Detailed information regarding the conservation practices installed (ex. practice code, extent, location, cost, etc.) shall be included in the semi-annual, annual, and final reports.	9/30/2019						
	В.	DCLWRD Financial Assistance	DCLWRD and collaborating partners will provide financial assistance to agricultural producers to install and maintain NRCS conservation practices that reduce phosphorus and sediment loads in surface water in the Yahara Watershed in Dane County. Detailed information regarding the conservation activities installed (ex. conservation activity, extent, location, cost, etc.) shall be included in semi-annual, annual, and final reports.	9/30/2019						
	C.	NRCS Technical Assistance for NRCS Staff	NRCS technical assistance funding for NRCS staff time to coordinate and manage RCPP-EQIP contract obligations.	9/30/2019						
	D.	NRCS Technical Assistance Funding to DCLWRD	NRCS will provide technical assistance funding to DCLWRD to complete specific deliverables associated with RCPP-EQIP contracts. Prior to DCLWRD commencing work to complete a deliverable, NRCS will collaborate with DCLWRD to provide necessary information relevant for completion of the deliverable task. See Attachment F - Documentation of Deliverables/Performance for the specific deliverables, reimbursement rates, and documentation requirements.	9/30/2019						

	Ε.	DCLWRD Technical Assistance	DCLWRD and collaborating partners will provide technical assistance to agricultural producers to install and maintain conservation practices that reduce phosphorus and sediment loads in surface water in the Yahara Watershed in Dane County. Technical assistance will include technical services provided directly to agricultural producers and landowners such as conservation planning, technical consultation, and assistance with design and implementation of conservation practices; and technical infrastructure including activities, processes, tools, and functions needed to support delivery of technical services, such as resource inventories, training, data, technology, monitoring, and effects analyses.	9/30/2019
	Innov	ative Conservation Practice	1	
2	Imple	mentation		
G-10	A.	DCLWRD Financial Assistance	DCLWRD and collaborating partners will provide financial assistance to agricultural producers to install harvestable buffers, drainage ditch and in-stream legacy sediment removal, a regional community storage plan/site, and a yet to be determined innovative practice (ex. continuous no-till, vertical manure injection).	9/30/2019
	В.	DCLWRD Technical Assistance	DCLWRD and collaborating partners will provide technical assistance for conservation planning, technical consultation, and assistance with design and implementation of innovative conservation practices including harvestable buffers, drainage ditch and in-stream legacy sediment removal, a regional community storage plan/site, and a yet to be determined innovative practice (ex. continuous no-till, vertical manure injection).	9/30/2019
3	Monit	oring		
<u> </u>	A.	In-Stream Water Quality Monitoring	DCLWRD and collaborating partners will annually conduct in-stream water quality monitoring at 5 USGS gaging stations, 12 MMSD stations, and 22 volunteer citizen monitoring program sites.	12/31/2019
4		ification, Verification, and ng of Phosphorus Reductions		
	Α.	Phosphorus Tracking	DCLWRD and collaborating partners will quantify phosphorus and sediment reductions using appropriate models and tools (ex. SNAP+, BARNY, P8, SWAT) and soil loss/soil phosphorus concentration calculations. Summary report document and maps which documents the results of installation of conservation practices through RCPP project and the phosphorus reduction results will be created. Modeled results will be compared to actual water quality measurements.	12/31/2019

5	Wate	ershed Management Plan		
	A.	Watershed Management Plan	DCLWRD and collaborating partners will develop a comprehensive watershed plan that meets EPA 9-step criteria for the delivery and implementation of conservation practices. The initial plan will be completed in FY15 and reviewed and updated biennially thereafter.	9/30/2019
6	Outre	each and Education	1	
	A.	Ag Innovation Days	DCLWRD and collaborating partners will host an annual Ag Innovation Days event.	9/30/2019
	В.	Conservation Conference	DCLWRD and collaborating partners will host a Conservation Conference.	9/30/2019
	C.	Farm Tour	DCLWRD and collaborating partners will host an Annual Farm Tour.	9/30/2019
7	Repoi	rts	7	
	A.	Semi-Annual Report	DCLWRD will prepare and submit to NRCS a semi-annual (federal fiscal year) project summary report. The report shall include a detailed progress update for each deliverable item and include a tracking summary of the DCLWRD & collaborating partners contributions per deliverable up to the mid-point of the federal fiscal year. NRCS will provide to DCLWRD a summary of the federal financial assistance obligations, for inclusion in the report.	Mid-point of each federal fiscal year (March 31st FY16-F19)
	В.	Annual Report	DCLWRD will prepare and submit to NRCS an annual (federal fiscal year) project summary report. The report shall include a detailed progress update for each deliverable item and a tracking summary of the DCLWRD & collaborating partners contributions per deliverable for the federal fiscal year. NRCS will provide to DCLWRD a summary of the federal financial assistance obligations, for inclusion in the report.	End of each federal fiscal year (Octobe 1st FY15- FY18)
	C.	Final Report	DCLWRD will prepare and submit to NRCS a final project summary report. The report shall include a detailed summary of all deliverables completed for the project duration and a summary of all DCLWRD & collaborating partners financial and technical assistance contributions for the project duration. NRCS will provide to DCLWRD a summary of the federal financial assistance obligations, for	12/31/2019

Note: The expectation is that significant progress will be accomplished during each year of the project to ensure the deliverable items are fully completed by the end of the project period.

inclusion in the report.

Note: Dane County Land and Water Resources Department (DCLWRD) collaborating partners include Madison Metropolitan Sewerage District, Sand County Foundation, Yahara Watershed Improvement Network, and University of Wisconsin-Madison. Additional collaborating partners may also be added to the project during the course of the agreement.

ATTACHMENT D - BUDGET

				Contri	buti	on	1 3	E:	stim	ated Contr	ibut	ions per Fe	der	al Fiscal Ye	ar	
Item No.	Deliverable			NRCS (RCPP-EQIP)		*DCLWRD		FY15		FY16	FY17			FY18		FY19
1	NRCS	Conservation Practice Implementation	1													
	A.	NRCS Financial Assistance	\$	925,000			\$	90,000	\$	237,500	\$	237,500	\$	180,000	\$	180,000
Ì	В.	DCLWRD Financial Assistance			\$	1,500,000	\$	300,000	\$	300,000	\$	300,000	\$	300,000	\$	300,000
1	C.	NRCS Technical Assistance for NRCS Staff	\$	300,000			\$	60,000	\$	60,000	\$	60,000	\$	60,000	\$	60,000
	D.	NRCS Technical Assistance Funding to DCLWRD (see Attachment F - Documentation of Deliverables/Performance for the specific deliverables, reimbursement rates, and documentation requirements)	\$	375,000			\$	37,500	\$	93,750	\$	93,750	\$	75,000	\$	75,000
	E.	DCLWRD Technical Assistance			\$	300,000	\$	60,000	\$-	60,000	\$	60,000	\$	60,000	\$	60,000
2	Innov A.	vative Conservation Practice Implementation DCLWRD Financial Assistance			\$	435,480	\$	74,996	\$	94,996	\$	88,496	\$	88,496	\$	88,496
	В.	DCLWRD Technical Assistance			\$	251,980	\$	52,496	\$	52,496	\$	48,996	\$	48,996	\$	48,996
3	Mon	itoring	7													
	A.	In-Stream Water Quality Monitoring			\$	490,000	\$	111,000	\$	71,000	\$	146,000	\$	81,000	\$	81,000
4	200 00	ntification, Verification, and Tracking of Phosphorus										SE SE				
-	A.	Phosphorus Tracking			\$	300,000	\$	60,000	\$	60,000	\$	60,000	\$	60,000	\$	60,000
5	Wate	ershed Management Plan	7													
	A.	Watershed Management Plan			Ts	60,000	\$	60,000	T		T				1	

6	Outre	each and Education												. 94	
	A.	Ag Innovation Days			\$	85,000	\$	17,000	\$	17,000	\$	17,000	\$ 17,000	\$	17,000
	В.	Conservation Conference			\$	27,500	\$	5,500	\$	5,500	\$	5,500	\$ 5,500	\$	5,500
	C.	Farm Tour			\$	10,000	\$	2,000	\$	2,000	\$	2,000	\$ 2,000	\$	2,000
6	Repo	rts	7												
	A.	Semi-Annual Report	1		*	*See Note		1 7							
	B.	Annual Report				Below									
	C.	Final Report				below									
							_		_		_				
		Sub Total:	\$	1,600,000	\$	3,459,960	\$	930,492	\$	1,054,242	\$	1,119,242	\$ 977,992	\$	977,992
		Other (Administration & Misc.):			\$	496,000	\$	99,200	\$	99,200	\$	99,200	\$ 99,200	\$	99,200
		Grand Total:	\$	1,600,000	\$	3,955,960	\$	1,029,692	\$	1,153,442	\$	1,218,442	\$ 1,077,192	\$	1,077,192

^{*}Includes contributions from Dane County Land and Water Resources Department (DCLWRD) and also the following collaborating partners: Madison Metropolitan Sewerage District, Sand County Foundation, Yahara Watershed Improvement Network, University of Wisconsin-Madison. Additional collaborating partners may also be added to the project during the course of the agreement.

^{**}The contributions for the semi-annual, annual, and final reports have not been separated out; and are included as a component of the Technical Assistance contribution (1 E.).

Budg	et Information	n Car	tegories								10	Estimated	Co	ntribution	s pe	r Year	-	District energy
							Con	tribution	Mil	2015		2016		2017		2018		2019
Object Class	NRCS Contribution		DCLWRD		Total	Dane County					- 14					-		
						Yahara CLEAN Implementation	\$ 1	1,795,500	\$	351,000	\$	351,000	-	364,500	\$	364,500	\$	364,500
Personnel	\$ 510,000	\$	1,200,000	\$1	,710,000	Dorn Creek Sediment Removal	\$	55,000	\$	30,000	\$	25,000	\$	-	\$.7	\$	-
Fringe Benefits	\$ 165,000	\$	300,000	\$	465,000	Community Manure Storage	\$	119,980	\$	23,996	\$	23,996	\$	23,996	\$	23,996	\$	23,996
Travel				\$	-	Staff, Fringe, & Misc.	\$ 1	1,268,000	\$	267,700	\$	252,700	\$	249,200	\$	249,200	\$	249,200
Equipment		\$	15,000	\$	15,000	Dane County Total	\$ 3	,238,480	\$	672,696	\$	652,696	\$	637,696	\$	637,696	\$	637,696
Supplies		\$	9,480	\$	9,480													
Contractual	\$ 925,000			\$	925,000	Collaborating Partners				25 550		200 (4.50)		TROUGH BESSET		528 5155	R ₂ N	200 0000
Construction		\$	1,935,480	\$1	,935,480	MMSD/Yahara WIN's	\$	415,000	\$	61,000	\$	61,000	\$	141,000	\$	76,000	\$	76,000
CONTRACTOR		-		9300		Sand County Foundation	\$	60,000	\$	60,000	\$	-	\$	-	\$	(*)	\$	-
Other		\$	496,000	\$	496,000	UW - Madison	\$	119,980	\$	23,996	\$	23,996	\$	23,996	\$	23,996	\$	23,996
Total Direct Charges	\$ 1,600,000	\$	3,955,960	\$5	,555,960	Clean Lakes Alliance	\$	122,500	\$	24,500	\$	24,500	\$	24,500	\$	24,500	\$	24,500
Indirect Charges						Collaborating Partners Total	\$	717,480	\$	169,496	\$	109,496	\$	189,496	\$	124,496	\$	124,496
Total	\$ 1,600,000	\$	3,955,960	\$5	,555,960													
						Grand Total:	\$ 3	3,955,960	\$	842,192	\$	762,192	\$	827,192	\$	762,192	\$	762,192

^{*}Includes contributions from Dane County Land & Water Resources Department and collaborating partners.

ATTACHMENT E - CONTRIBUTION TRACKING

			Contrib	ution Amount	Total (3) Fe	r Deliverable	rei kepoi un	grenou			
Deliverable	Agreement Start Date to 9/30/15	10/1/15 to 3/31/16	4/1/16 to 9/30/16	10/1/16 to 3/31/17	4/1/17 to 9/30/17	10/1/17 to 3/31/18	4/1/18 to 9/30/18	10/1/18 to 3/31/19	4/1/19 to 9/30/19	10/1/19 to Project End Date	Total
Financial Assistance				-							
RD Financial Assistance											
Technical Assistance Funding to RD											
RD Technical Assistance											
RD Financial Assistance (Innovative rvation Practice Implementation)			19								
RD Technical Assistance (Innovative rvation Practice Implementation)											
eam Water Quality Monitoring											
horus Tracking											
shed Management Plan											
ovation Days											
rvation Conference											
Tour											
ovation Da	ys	ys	ys	ys	ys	ys	ys	ys	ys	ys	ys

NRCS Financial Assistance contributions will be provided by NRCS to DCLWRD for inclusion in progress reports. NRCS Technical Assistance for NRCS Staff (Deliverables 1C) is not required to be tracked by reporting period.

DCLWRD will maintain additional itemized tracking documentation to support the total contribution amounts recorded above. DCLWRD will provide the itemized tracking documentation to NRCS if requested.

ATTACHMENT F - DOCUMENTATION OF DELIVERABLES/PERFORMANCE

					B	DCLWRD Completed Amount (Quantity) Federal Fiscal Year				
ו	Deliverable	Quantity	Unit	Rate (\$) Per Unit	Total	10/1/ to 12/31/	1/1/ to 3/31/	4/1/ to 6/30/	7/1/ to 9/30/	
	NRCS Technical Assistance Funding to DCLWRD									
	i. Conservation Planning for RCPP-EQIP Low Intensity Structural Practice. Includes site visit, foundation investigation, survey, design documentation, construction drawings, specifications, operation and maintenance, and quality assurance plan. See below for list of low intensity structural practices.	1115	each	\$ 400	\$ 46,000					
	ii. Conservation Planning for RCPP-EQIP Medium Intensity Structural Practice. Includes site visit, foundation investigation, survey, design documentation, constructio drawings, specifications, operation and maintenance, and quality assurance plan. See below for list of medium intensity structural practices.	115	each	\$ 800	\$ 92,000					
	Conservation Planning for RCPP-EQIP High Intensity Structural Practice. Includes site and management assessment, foundation investigation, survey, design documentation, construction drawings, specifications, operation and maintenance, and quality assurance plan. See below for list of high intensity structural practices.	3	each	\$ 2,300	\$ 6,900		(F)			
	iv. Practice Installation for RCPP-EQIP Low Intensity Structural Practice. Includes layout, quality assurance, check-out, and completion of as-built. See below for list of low intensity structural practices.	115	each	\$ 400	\$ 46,000			0		



v.	Practice Installation for RCPP-EQIP Medium Intensity Structural Practice. Includes layout, quality assurance, check-out, and completion of as-built. See below for list of medium intensity structural practices.	115	each	\$ 650	\$ 74,750			H
vi.	Practice Installation for RCPP-EQIP High Intensity Structural Practice. Includes layout, quality assurance, check-out, and completion of as-built. See below for list of medium intensity structural practices.	3	each	\$ 1,950	\$ 5,850			,
vii.	Conservation Planning for RCPP-EQIP Management Practices. See below for list of management practices.	100	each	\$ 250	\$ 25,000	-		· ·
viii.	Practice Installation for RCPP-EQIP Management Practices. See below for list of management practices.	100	each	\$ 180	\$ 18,000			
ix.	RCPP-EQIP Nutrient Management (590) Plan Review	30	each	\$ 300	\$ 9,000			
x.	Trainings Conducted to Agricultural Producers (sessions)	10	each	\$ 800	\$ 8,000			
xi.	Annual RCPP-EQIP Contract Review	100	each	\$ 115	\$ 11,500			
xii	RCPP-EQIP Contract Coordination Formal Meetings with NRCS Field Office	100	each	\$ 300	\$ 30,000			
-	Reserve Funds Held for Future Agreement Amendment		-	-	\$ 2,000			

Total \$ 375,000

completed deliverable quantity. We further certify that no			
program.			
Dane County Land & Water Resources Department	Date	NRCS Technical Representative	Date

The following is the list of **Low Intensity Structural Practices**: 560-Access Road, 309-Agrichemical Handling Facility, 326-Clearing & Snagging, 362-Diversion, 561-Heavy Use Area Protection, 527-Karst Sinkhole Treatment, 484-Mulching, 500-Obstruction Removal, 521A-Pond Sealing or Lining, Flexible Membrane, 521D-Pond Sealing or Lining, Compacted Clay Treatment, 654-Road/Trailing/Landing Closure and Treatment, 558-Roof Runoff Structure, 572-Spoil Spreading, 574-Spring Development, 570-Stormwater Runoff Control, 578-Stream Crossing, 606-Subsurface Drain, 575-Trails and Walkways, 620-Underground Outlet, 635-Vegetated Treatment Area, 642-Water Well, 351-Water Well Decommissioning, 614-Watering Facility.

The following is the list of **Medium Intensity Structural Practices**: 316-Animal Mortality Facility, 396-Aquatic Organism Passage, 317-Composting Facility, 656-Constructed Wetland, 410-Grade Stabilization Structure, 412-Grassed Waterway, 468-Lined Waterway or Outlet, 516-Livestock Pipeline, 576-Livestock Shelter Structure, 533-Pumping Plant, 367-Roofs and Covers, 350-Sediment Basin, 395-Stream Habitat Improvement and Management, 580-Streambank and Shoreline Protection, 587-Structure for Wildlife Control, 600-Terrace, 360-Waste Facility Closure, 632-Waste Separation Facility, 634-Waste Transfer, 629-Waste Treatment, 638-Water & Sediment Control Basin, 657-Wetland Restoration.

The following is the list of High Intensity Structural Practices: 366-Anaerobic Digester and 313-Waste Storage Facility.

Management practices associated with deliverable items 1 D vii and viii include: 314-Brush Management, 327-Conservation Cover, 328-Conservation Crop Rotation, 332-Contour Buffer Strips, 330-Contour Farming, 340-Cover Crop, 342-Critical Area Planting, 382-Fence, 386-Field Border, 393-Filter Strip, 394-Firebreak, 512-Forage and Biomass Planting, 511-Forage Harvest Management, 315-Herbaceous Weed Control, 391-Riparian Forest Buffer, 612-Tree/Shrub Establishment, 490-Tree/Shrub Preparation, 380-Windbreak/Shelterbelt Establishment, 650-Windbreak/Shelterbelt Renovation.

NRCS shall provide to DCLWRD the contract information associated with the contract and/or conservation practice(s) which to complete the deliverable; prior to commence of completion of the deliverable by DCLWRD.

Note: The expectation is that significant progress will be accomplished during each year of the project to ensure the deliverable items are fully completed by the end of the project period.

Documentation

The following documentation must accompany the SF-270 Request for Reimbursement for each deliverable item quantity completed:

1 D i, ii, iii	Site and management assessment, foundation investigations (if applicable), survey, design documentation, construction drawings, specification, operation and maintenance, and quality assurance plan.
1 D iv, v, vi	Practice layout documentation, quality assurance documentation, check-out, and completion of as-built.
1 D vii	Copy of practice installation plan including job sheets for the planned conservation practice.
1 D viii	Practice layout documentation, quality assurance documentation, check-out, and completion of as-built.
1 D ix	Nutrient Management (590) Plan review findings.
1Dx	Copy of agenda and participant names.
1 D xi	Conservation assistance notes (CPA-6) or equivalent which identifies the field visit meeting date with the contract participant and a detailed narrative report on the conservation practices operation and maintenance plan status. Photo documentation shall also be required.
1 D xii	Date of meeting, names of participants in attendance, and summary notes.

