

This document drafted by:
State of Wisconsin
Department of Natural Resources
P.O. Box 7921
Madison WI 53707-7921

**Landowner Incentive Program
Cost Share Agreement**
Form 8700-312 (rev. 2/14)

Notice

This form is authorized for use by the State Wildlife Grants Program (SWG) and Landowner Incentive Program (LIP) under s. NR 58 subchapters I and III of the Wis. Adm. Code. This Cost Share Agreement between the State of Wisconsin Department of Natural Resources (WDNR) and Jane Doe is intended to provide funding through the Landowner Incentive Program. Completion of this form is required in order to obtain cost-share funds. Personally identifiable information collected on this form will be used for management of the WDNR Landowner Incentive Program within the Bureau of Natural Heritage Conservation. Due to sensitive NHI species information contained within, this form is exempt from s. 19.35 Wis. Adm. Code and the department may refuse to release information or data for any purpose which is not authorized per s. 23.27(3)(b), Wis. Adm. Code.

Cost Share Recipient Information (i.e. Landowner or Applicant)

Organization
Jane's Farm

Last Name	First Name	M.I.
Doe	Jane	

Street Address	City	State	Zip
123 Street	City	WI	123456

Phone Number	Fax Number	E-mail address
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This space reserved for recording data.

Return To:
Wisconsin Dept. of Natural Resources
Bureau of Natural Heritage Conservation
c/o LIP Coordinator
PO Box 7921
Madison WI 53707-7921

TPN: 123-456

Sponsoring Landowner Information (If not the Cost Share Recipient)

Attach additional sheets if necessary for multiple landowners

Organization

Last Name	First Name	M.I.
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Street Address	City	State	Zip
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Phone Number	Fax Number	E-mail address
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Legal Description of Where Work is to be Accomplished

The Southeast ¼ of the Northwest ¼ of Section 25, Township 5 North, Range 3 East. Town of Mineral Point, Iowa County, Wisconsin.

Project Information

Project Title	Grant Number	Funded Grant Period
Jane's Farm	DA2014-00	November 1, 2014 - September 30, 2015

Project goal(s):

Restore and expand the prairie to its original size to provide additional habitat for at-risk species

Project Objectives:

- 1) Cut and treat buckthorn on 1.5 acres
- 2) Cut and remove standing trees, excepting white oak, from entire southern border of remnant, approx. 3 acres
- 3) Remove remaining trees, excluding white oak, on original 13 acre remnant
- 4) Burn entire 20 acre site, including remnant and surrounding cleared areas
- 5) Collect and broadcast native seed onto newly cleared areas

Project Outcomes:

Woody Invasive Removal:	1.5
Large Tree Removal:	3
Prescribed Burn:	20
Interseed:	4.5

Project Budget

Total Grant Amount:	<u>\$5,333.00</u>
Cost-Share Percentage:	<u>25 %</u>
LIP Contribution:	<u>\$4,000.00</u>
Cost-Share Recipient Contribution:	<u>\$1,333.00</u>

LIP Funding \$4,000.00: Contracted services, supplies
**** Cost Share Recipient Match \$1,333.00:**
Volunteer Labor (see LIP approved Rates)
Donated Equipment (see LIP approved Rates)
Contractor Co-pay & Supplies

**** All costs and match submitted must directly pertain to meeting the goals and objectives of this grant agreement. Requirements for documenting expenses and match for reimbursement may be found in the "Financial Guidance" document or by contacting the LIP Coordinator.****

Work Schedule: *Explain specifically what and where work will be conducted. Attach extra sheets if necessary.*

Late-summer/fall 2014 - Cut and treat woody invasives (contractor and landowner)

Late-summer/fall 2014 - Collect seed (landowners)

Fall/winter 2014 - Cut and remove standing trees (contractor and landowner)

Spring 2015 – Conduct prescribed burn (contractor and landowners)

Spring 2015 – Broadcast seed on newly cleared and burned areas (landowners)

Future Maintenance: Landowners will continue to control invasive species including buckthorn. Continue to expand and clear remnant, conduct prescribed burns, and interseed as needed to provide improved habitat for at-risk species within the project area.

Monitoring Plan: Continue to monitor for herptiles and other native species – especially within the newly cleared areas. Continue to monitor for invasive species and control across the remnant. Landowner will monitor for signs of at-risk species using the restored project area. If funds available (landowner or LIP), conduct at-risk species inventories including breeding bird survey.

Agreement

The parties and/or property described here-in are in Wisconsin's Landowner Incentive Program as of the date this agreement was signed by all parties. Cost-share funds are provided to the Cost Share Recipient for the purpose of habitat management and restoration activities for the benefit of at-risk species as defined in s. NR 58.32, Wis. Adm. Code. The State of Wisconsin Department of Natural Resources, Landowner(s), and Cost Share Recipient mutually agree to perform this agreement in accordance with the Landowner Incentive Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and also any assurances attached hereto and made a part hereof.

General Provisions

This agreement by and between the Wisconsin Department of Natural Resources, Cost Share Recipient, and the Landowner(s) is effective beginning upon the signing of this agreement by all parties participating in the project until the end of the effective grant period covering 10 years following the end of the funded work period. The end of the funded work period is defined herein as **September 30, 2015. The effective period of this agreement therefore terminates on September 30, 2025.** Work conducted before the signing of this document by all parties or after the closure of the funded work period date will not be eligible for reimbursement. This agreement binds the parties and their heirs, successors, and assigns during the effective period of the agreement, after which the agreement terminates.

This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded. This agreement may be amended by mutual agreement to add or delete practices when they are consistent with project objectives, including but not limited to, cost adjustments, time extensions, and scope changes. Any and all changes to this agreement must be made through an amendment or other written documentation, and signed by all parties, prior to the termination date of the funded work period. Time extensions may be granted beyond the funded work period due to unforeseen weather and environmental conditions, which are therefore considered a bona fide need. The funded work period may be extended up to six months by mutual written consent prior to the end of the funded work period. Extensions of the funded work period beyond six months must be made through an amendment or other written documentation, signed by all parties, and notarized and recorded prior to the termination of the funded work period. The Department will be responsible for the costs of recording time extension amendments.

Requests for reimbursement are to be submitted in writing via the Grant Reimbursement Form. Requests for reimbursement must be accompanied with adequate documentation of expenses and documentation that the Cost Share Recipient and/or Landowners' share percentage of the cost share, as denoted above, has been met. Reimbursement shall be sent to the Cost Share Recipient within 30 days of Department approval of the submitted reimbursement request.

The parties of this agreement may not discriminate against any contractor hired to fulfill any responsibility under this agreement because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin.

The Landowner(s) and Cost Share Recipient

The Landowner(s) and Cost Share Recipient hereby promise, in consideration of the promises made by the Department herein, to execute the project described in accordance with this agreement. The Landowner(s) and Cost Share Recipient will be responsible for the recording costs of the grant agreement.

Nothing in this provision shall require the landowner to complete additional work or expend additional resources not covered under this agreement.

The actual work shall be conducted by the Cost Share Recipient and the Landowner will make land available for cost share recipient.

The Cost Share Recipient and other parties involved with this project agree to comply with all applicable Federal laws, Wisconsin Statutes and Administrative codes, and local ordinances in fulfilling the terms of this agreement. The Cost Share Recipient is required to verify that all applicable federal and state permits, approvals, licenses, or waivers necessary to implement the project have been obtained or applied for. In particular, the Landowner(s) and Cost Share Recipient agree to comply with the provisions of Chapter NR58, subchapters I and III, Wis. Adm. Code. Additionally, if archeological or historical evidence is discovered, disruptive project activity is to cease immediately pending review of potential impacts by the Department.

The Cost Share Recipient is required to notify the Department of any accidents, emergencies or unforeseen events resulting from or affecting occupancy, use, service, operation or performance of work in connection with this agreement within 48 hours of the event occurrence.

The Cost Share Recipient is responsible for submitting a final project report which includes the following: a project summary, methods, results and discussion where applicable, and documentation of all project modifications that may have occurred including an explanation of why modifications were necessary. This report, along with the request for final reimbursement, must be received by the department no later than 60 days following the final date of the funded work period; i.e. final report is due by **November 29, 2015**. Final reimbursement for costs accrued will be made pending Department approval of the final report.

Property and equipment purchased with grant funds for the completion of work as outlined in this agreement will be considered to be under the sole ownership of the Cost Share Recipient and may not be used for any other purposes during the effective period of the grant. Following completion of the effective grant period, the department will consider said property and equipment to be under the sole ownership of Jane Doe. **Other ownership arrangements must be agreed to in writing by all parties.**

The Cost Share Recipient agree to save, keep harmless, defend and indemnify the Landowner, the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature including insurance protection against such claims, for injury to or death of any person or persons, and for loss or damage to any property (State or other) occurring in connection with or in any way incident or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Cost Share Recipient's employees, agents, or representatives.

The Landowner(s) agrees to maintain the intent of the project goals and objectives of the project area, as described in the grant agreement, for the full effective grant period, defined herein as ending on **September 30, 2025**. The Landowner(s) is required to notify any prospective purchasers of the property or future Landowners, heirs, successors, and assigns of this agreement. The Landowner(s) may be required to repay grant funds on a prorated basis should practices incompatible with grant purpose or the Management Plan occur during the effective grant period. Incompatible practices may include, but are not limited to, building or other development of the site, planting of non-target or non-native species, conversion to agriculture, or other practices incompatible with the goals stated in this Cost Share Agreement. In addition, the Landowner(s) also agrees to notify the department in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property during the effective grant period.

Either the Landowner(s) or the Cost Share Recipient may initiate termination of this agreement at any point. Termination will be effective following completion of a signed written agreement to termination conditions by all parties and may be subject to conditions including but not limited to whole or partial repayment terms and conditions as outlined in the Department section of this agreement.

The Cost Share Recipient agrees to retain all records pertaining to the project and make them available to the department on request until the department issues final payment. This includes data requested for incorporation into the natural heritage inventory.

The Department

The Department hereby promises, in consideration of the covenants and agreements made by the Cost Share Recipient and Landowner(s) herein, to obligate to the Cost Share Recipient the amount described above and to tender to the Cost Share Recipient that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing the agreed-to amount not to exceed the Department cost-share percentage of eligible project costs accrued by the reimbursement request date.

The Department agrees that the Cost Share Recipient shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The Department reserves the right to inspect the job site or premises upon providing the Landowner(s) and Cost Share Recipient with at least 24 hours advance notice for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Cost Share Recipient or the Cost Share Recipient's employees or agents. The Cost Share Recipient is an Independent Contractor for all purposes, not employees or

agents of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Landowners' or Cost Share Recipient's employees or agents.

The Department may terminate this agreement in whole or in part and the Cost Share Recipient shall repay the department any grant money that was not spent or that was inappropriately spent plus interest at 5% annually accrued within 3 years of the date the grant agreement was executed should the Department determine any of, but not limited to, the following conditions are met: there has been no substantial progress made on the project by the Landowner(s) or Cost Share Recipient without good cause; there is substantial evidence that the grant was obtained by fraud; there is substantial evidence of gross abuse or corrupt practices in administration of the project; the Landowner(s) or Cost Share Recipient has failed to comply with the provisions of Chapter NR58, subchapters I and III of the Wis. Adm. Code or of the grant agreement; the Landowner(s) or Cost Share Recipient has not completed the grant project within the funded grant period and failed to amend or extend the grant period through an agreement between the Department, Landowner(s), and Cost Share Recipient. In addition, sanctions may be imposed for noncompliance with any of the provisions of Chapter NR58, subchapters I and III of the Wis. Adm. Code or this grant agreement and may include grant termination per s. NR58.14 Wis. Adm. Code, declaration of ineligible costs directly related to the non-compliance, Department recovery of some or all payments, and/or institution of other administrative and judicial remedies as legally available and appropriate. Repayment of cost share payments is not required if the DNR determines that conditions were not met due to circumstances beyond the control of the Landowner(s) and Cost Share Recipient.

Additional conditions if applicable

Verify that all needed permits have been obtained before proceeding with activities outlined in this contract.

Notify the Department of Natural Resources, Bureau of Natural Heritage Conservation if any harm to listed species occurs as a direct or indirect result of the activities covered under this agreement.

Reference any addendums and/or attachments to this agreement

Signatures of Parties to this Agreement [Please use BLACK INK in this section]

The Landowner(s) and Organization(s) signing this agreement represent both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

COST SHARE RECIPIENT

Signed this _____ day of _____, 20__.

Jane's Farm

Organization Name

Landowner

Title of Authorized Cost Share Recipient

Signature of Cost Share Recipient

Jane Doe

Typed/Printed Name of Cost Share Recipient

STATE OF _____)
)ss.
_____ County)

Personally came before me this _____ day of _____, 20____, the
above named _____ to me known
to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public Exp: _____

Typed/Printed Name of Notary Public

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

Signed this _____ day of _____, 20__.

Bureau of Natural Heritage Conservation

Department Authorizing

Bureau Director

Title of Authorized Representative

Signature of Authorized Representative

Erin Crain

Typed/Printed Name of Authorized Representative

STATE OF WISCONSIN)
)ss.
_____ County)

Personally came before me this _____ day of _____, 20____, the
above named _____ to me known
to be the person(s) who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public Exp: _____

Typed/Printed Name of Notary Public