

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 (3/09)

**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. 19.3 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 Doe's Family Farm				
Last Name	First Name	M.I.		
Doe	Jane			
Street Address	City	State	Zip	
1234 John Doe Lane	New Glarus	WI	53574	
Phone Number	Fax Number	E-mail address janedoe@hotmail.com		

This space reserved for recording data.

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

**TPN: 1234, 1234, 1234**

**Sponsoring Landowner Information (If not the Cost Share Recipient)**

Attach additional sheets if necessary for multiple landowners

Organization				
Last Name	First Name	M.I.		
Street Address	City	State	Zip	
Same as above				
Phone Number	Fax Number	E-mail address		

**Legal Description of where work is to be accomplished**

A parcel of land located in the West 1/2 of the Southwest 1/4, and the Southeast 1/4 of the Southwest 1/4 of Section 1, and in the Southeast 1/4 of the Southeast 1/4 of Section 2, Township 99 North, Range 99 East, Town of New Glarus, Green County, Wisconsin.

**Project Information**

Project Title	Grant Number	Funded Grant Period
Jane Doe's Family Farm Savanna & Prairie Enhancement	DA2014-99	March 1, 2014-March 1, 2015

**Project goal(s):**

Soften the edge transition areas between the oak savanna/woodland areas and the remnant prairies. Remove the remaining brush from the remnant prairies to "tie" into the open planted prairie grasslands and remnant sedge meadow.

**Project Objectives:**

- 1) Cut and treat brush on 5 acres
- 2) Prescribed burn on 7 acres
- 3) Spot treat woody invasives on 7 acres
- 4) Control garlic mustard on 21 acres

**Project Outcomes (acreages):**

Woody Invasive Removal:	5
Herbaceous Invasive Control:	21
Large Tree Removal:	0
Prescribed Burn:	7
Firebreak Creation (Ft/Ac):	0
Fence/Treeline Removal (Ft/Ac):	0
Other – spot treat woody invasives	7



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.

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 **May 1, 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 keep the property in its restored state as described in the project objectives and work description for the full effective grant period, defined herein as ending on **March 1, 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, 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

Exhibit A. Map of the LIP project area



