

2020 Yahara WINS Phosphorus reducing practices agreement with Yahara Pride Farms

This grant agreement (the "Agreement") is made and entered into this day of July 1st, 2020 by and between the Yahara watershed improvement network (Yahara WINS) and Yahara Pride Farms (Yahara Pride)

1. Recitals

- a. Yahara WINS is pursuing an approach to address reductions of phosphorus in the Yahara Watershed through an Adaptive Management Project
- b. Yahara Pride is a farmer-led, not for profit organization working to improve soil and water quality.
- c. Yahara Pride is working with farmers in the Yahara Watershed to put phosphorus lowering practices on the farms, is engaged in associated outreach and education efforts, is implementing a farmer certification program, and is advancing pilot projects aimed at practices that reduce nutrient losses from spreading of manure.
- d. Yahara WINS desires to support these efforts with the goal of reducing phosphorus losses in the Yahara Watershed

2. Scope of Work

- a. Yahara Pride Farms shall perform the following services:
 - i. Provide outreach to our farmers with the latest technologies and practices in conservation through our field days, conferences and in our newsletter.
 - ii. Provide a minimum of one farmer outreach initiative held in the lower or southern part of the Yahara River watershed.
 - iii. Continue to promote and explore expanding the cost-share program to new farmers while assessing the feasibility of establishing annual targets for new farm participation in the cost-share program.
 - iv. Provide cost-share assistance to improve the adoption of cost-effective conservation practices such as cover crops, low disturbance manure injection, headland stacking of bedded pack manure and reduced tillage and combination of these practices, with the goal of helping farmers adopt these practices into their farming system.
 - v. Expand the windrow composting pilot program to reduce nutrient losses from winter spreading of solid manure while providing organic sources of nutrients, and showcase the economic opportunities of composting, selling and/or buying composted manure.
 - vi. Expand the use of headland stacking within the composting pilot project to determine the viability of this management practice in a variety of farming systems.
 - vii. Continue to promote "stacking of practices" to reach a greater overall impact on Phosphorus reduction. Focus data collection on this method.

3. Use of Funds

- a. A minimum of \$120,000 of the funds provided under this agreement will be used for implementing conservation practices such as cover crops, low disturbance manure injection, headland stacking of bedded pack manure and reduced tillage that have the potential for reducing phosphorus losses, with the goal of helping farmers adopt these practices into their farming system. A minimum of 2,250 acres of farmland using these conservation practices will be funded by Yahara Pride. Yahara Pride will also work to engage new landowners and

continue working with existing participating farms. Yahara Pride will increase the acres of cropland participating in the conservation cost share program by at least 350 acres over what was funded by Yahara Pride in 2018. Yahara Pride agrees that payments to producers using funds from this grant will not be made until after Yahara Pride confirms that SNAP-Plus information used to calculate phosphorus reductions has been received from the producer. Yahara Pride also agrees that producers receiving funds under this agreement will not receive additional funds provided by Yahara WINS through any other agreement for the same practices on the same acres in 2020.

- b. A maximum of \$30,000 of the funds provided under this agreement will be used for supporting activities, including field data collection and analysis, SNAP-Plus modeling to determine phosphorus loss, report development, farm evaluations conducted by Yahara Pride Resource Managers as part of the Farm Certification Program, producer outreach, and related activities.
- c. Yahara Pride agrees to return any unused funds to Yahara WINS at the end of the agreement period or in the event that the Yahara Pride Farms is dissolved or no longer has legal standing.

4. Deliverables

- a. Yahara Pride will provide Yahara WINS with a preliminary report on or before January 31, 2021 on summarizing practices and activities undertaken and funded under this agreement.
- b. Yahara Pride will provide Yahara WINS with a final report by June 1, 2021 that includes:
 - i. Acres covered.
 - ii. The estimated change in the phosphorus index (PI) and changes in soil loss on a field-by-field basis using SNAP-Plus, organized by TMDL stream reach. Both annual and rotational changes in PI shall be reported
 - iii. Unit cost information for phosphorus reduction, expressed as \$/pound of P reduction and total pounds of P reduced organized by stream reach.
 - iv. Information on the number of farms and farmers worked with under the certification program and other relevant summary information.
 - v. A detailed accounting of disbursements made under this agreement, including hours associated with supporting activities.

5. Payment

- a. Yahara WINS agrees to provide a total of \$150,000 to the Yahara Pride Farm Conservation Board in consideration of and subject to the above. Payments will be made as follows:
 - i. \$35,000 upon signature of this agreement.
 - ii. \$95,000 upon receipt of the preliminary report (Due on or before January 31, 2021) with confirmation that acreage and farmer participation requirements have been met.
 - iii. \$20,000 upon receipt of the final report (June 1, 2021)

6. Modification of the Agreement

- a. The terms of this Agreement may be if agreed to in writing by Yahara WINS and Yahara Pride.

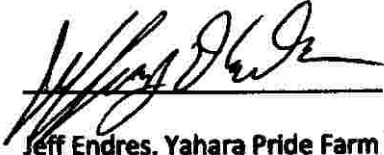
7. Complete Agreement

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

8. Miscellaneous

- a. The terms of this Agreement may be modified if agreed to in writing by Yahara WINS and Yahara Pride.

For the Yahara Pride Farms:



Jeff Endres, Yahara Pride Farm Board Chair

7-16-20

Date

For the Yahara WINS



Martin Griffin, Yahara WINS executive Committee President

7-1-2020

Date



Jeffrey Rau, Yahara WINS Executive Committee Treasurer

7/15/2020

Date

Amendment to Contract

This amendment (the "Amendment") is made by Yahara Pride Farms and Yahara WINS, parties to the agreement 2020 Yahara WINS Phosphorus reducing practices agreement with Yahara Pride Farms (the "Agreement") dated July 1st, 2020.

The Agreement is amended as follows:

1. Recitals

e. The Yahara Pride Farm Cost-Share Program has been increasingly successful and the cost to support the number of farmers who signed up for the 2020 Cost-Share Program exceeds the funding available through the program in 2020.

f. The Yahara WINS executive committee on December 15th, 2020 voted unanimously to approve an increase in funding for the 2020 agreement with Yahara Pride Farms

3. Use of Funds

d. an additional \$100,000 of funds have been made available from Yahara WINS to be used exclusively for the Yahara Pride Farms 2020 Cost Share Program, bringing the total for 2020 to \$250,000

e. A minimum of \$200,000 of the total funds provided under this Agreement will be used for implementing conservation practices. This changes the dollar amount listed under Section 3.a from \$120,000 to \$200,000.

f. A minimum of \$50,000 of the total funds provided under this agreement will be used for supporting activities. This changes the dollar amount listed under Section 3.b from \$30,000 to \$50,000.

5. Payment

b. As set forth in Section 3, Yahara WINS agrees to provide an additional \$100,000 to Yahara Pride Farm Conservation Board for a total of \$250,000. Yahara WINS will make a payment to Yahara Pride in the amount of \$75,000 upon receipt of the preliminary report, in addition to \$95,000 set forth in Section 5.a.ii, and a payment in the amount of \$25,000 upon receipt of the final report, in addition to \$20,000 set forth in Section 5.a.iii.

8. Miscellaneous

b. This Agreement terminates on June 1, 2021 or upon delivery of the final report from Yahara Pride to Yahara WINS. At the termination of this Agreement, Yahara Pride shall return any unused funds to Yahara WINS as set forth in Section 3.c. Aside from this obligation, neither party shall have any continuing obligation to the other party after the termination of this Agreement.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

For the Yahara Pride Farms:

Jeff Endres, Yahara Pride Farm Board Chair

Date

For the Yahara WINS:



Martin Griffin, Yahara WINS Executive Committee President

3-12-2021
Date



Jeffery Rau, Yahara WINS Executive Committee Treasurer

3/16/2021
Date