

## 2020 Schedule of Awards - Allocations and Extensions

### Sauk

This schedule describes by category and amount the annual grants awarded under s. 92.14, stats, to the listed county for the contract period indicated below. Grant funds not spent in the contract period are not available in future years except for approved extended cost-share funds.

Master Contract Signed	Master Contract Number	Award Period	Contact	Mailing Address
5/25/2017	9214-20-57-00	1/1/2020 - 12/31/2020	Melissa Keenan County Conservationist (608) 335-4838	SAUK CO CONS PLAN & ZONING DEP West Square Bldg 505 Broadway Street Rm 248 Baraboo, WI 53913

Single Audit Ref	Funding Category	New	Extended From 2019*	Total Available For Reimbursement
115.15	Staff and Support	\$142,660.00	\$0.00	\$142,660.00
115.40	Bond funding - LWRM Plan Cost-Sharing	\$64,350.00	\$43,900.80	\$108,250.80
115.40	SEG funding - LWRM Plan Cost-Sharing	\$45,000.00	\$0.00	\$45,000.00

<b>Schedule Total</b>	<b>\$295,910.80</b>
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\* See Exhibit A for specific details

# Exhibit A

## EXHIBIT A

### 2019 Cost-Share Conservation Plan extension into 2020

Grant Contract: 9214-20-57-00

CS Number	Name of Recipient	Request Amount	Extended CS Amount	Fund
LW-19-01	Meister, Thomas B & Anna L	\$4,843.88	\$2,843.88	CS Bond Extended
LW-19-02	Bodendein, Michael E & Mary Kathle	\$2,902.73	\$2,902.73	CS Bond Extended
LW-19-03	Dorow, Gerald	\$9,255.40	\$9,255.40	CS Bond Extended
LW-19-05	Duren, Nathan	\$6,781.60	\$6,781.60	CS Bond Extended
LW-19-06	Schyvinch, Peter A & Margaret I	\$10,738.70	\$10,738.70	CS Bond Extended
LW-19-07	Lichte, Donald H & Kay E	\$5,495.00	\$5,495.00	CS Bond Extended
LW-19-09	Dorow, Dean A & Rosemary	\$1,228.50	\$1,228.50	CS Bond Extended
LW-19-11	Mikonowicz, David & Diane M	\$4,655.00	\$4,654.99	CS Bond Extended

<b>CS Bond Extended Total</b>	<b>\$43,900.80</b>
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**2020 TERMS AND CONDITIONS**  
**SOIL AND WATER RESOURCE MANAGEMENT**  
**GRANT CONTRACT**

**A. GENERAL CONTRACT TERMS**

- A.1** The terms “county,” and “Land Conservation Committee” (“LCC”) refer to the CONTRACTOR under the Master Contract (“CONTRACT”) executed between the CONTRACTOR and the Department of Agriculture, Trade and Consumer Protection (“DATCP” or “DEPARTMENT”). The following terms and conditions govern the DATCP funds awarded and extended to the CONTRACTOR in grant year 2020 (“grant year”), the specific dollar amounts of which are described in the 2020 Schedule of Awards. These terms and conditions must be accepted by CONTRACTOR, in accordance with Section B of CONTRACT, to renew and amend the CONTRACT.
- A.2.** The LCC, its agents and county employees shall comply with legal requirements that apply to the programs they administer under ch. 92 (all references to chapter 92 refer to the Wisconsin Statutes) and ch. ATCP 50 (all references to ATCP 50 refer to the Wisconsin Administrative Code) including, but not limited to:
- a. County soil and water program requirements as provided in Subch. III of ch. ATCP 50.
  - b. Farmland preservation program requirements imposed on counties including compliance monitoring and issuance of certificates of compliance and notices of noncompliance. Sec. ATCP 50.16
  - c. Cost-sharing requirements if landowners are required to install conservation practices that change existing operations, as required by s. 92.15 and s. ATCP 50.40.
  - d. Local ordinance requirements related to consistency with state standards, and agency review and approval, as required by s. 92.15, and ss. ATCP 50.56 and 50.60.
  - e. Annual work plan submissions required as part of the annual grant application under s. ATCP 50.26(4).
  - f. Any fee imposed by a county must bear a reasonable relationship to the service for which the fee is imposed. Sec. 66.0628, Wis. Stats.
- A.3.** The county agrees to maintain the expenditure of county funds for its SWRM efforts at or above the amounts expended by the county in 1985 and 1986 [see s. 92.14(7)]. The county may count, as part of its contributions under this paragraph, county expenditures related to natural resource protection activities in any county department. The county may not count capital improvement expenditures, or the expenditure of grant revenues that the county receives from governmental and other entities.
- A.4** The county agrees to have a qualified independent auditor perform a financial and compliance audit of DATCP programs as required by the *State Single Audit Guidelines* issued by the Wisconsin Department of Administration and DATCP's *Audit Guidelines for the Soil and Water Resource Management Grant Program*. Both audits will include an examination of LCC operations and administration of grant funds under this CONTRACT. DATCP may conduct additional audits as it deems appropriate. The LCC may use the grant funds identified in Section B to pay for the cost of required financial and compliance audits as provided by s. ATCP 50.32(4). Audits are not accepted until DATCP is satisfied that the audit and the county's reimbursement requests are in substantial agreement.
- A.5** In connection with the performance of work under this CONTRACT, the county agrees not to discriminate against any employee, applicant for employment, or applicant for cost-sharing because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the county further agrees to take affirmative action to ensure equal employment opportunities. The county agrees to post, in conspicuous places available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. DATCP will provide the county with a copy of the notice upon request. Failure to comply with the conditions of this clause may result in the CONTRACTOR being declared an "ineligible" contractor, termination of the agreement, or withholding of payment.

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- A.6** In the performance of this CONTRACT, the county and the LCC, including its officers, agents, and employees, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Wisconsin.
- A.7** The county and DATCP agree that, as related to this CONTRACT, any loss or expense (including costs and attorney fees) by reason of liability imposed by law, will be charged to the agency responsible for the officer, employee or agent whose activity caused the loss or expense.
- A.8** Funds provided under this CONTRACT may not be used, directly or indirectly, for lobbying or for illegal activities. The county further agrees to comply with all state Executive Orders that may apply to transactions covered by this CONTRACT including prohibitions against boycotts of foreign countries.
- A.9** If a state public official (s. 19.42, Wis. Stats.) or an organization in which a state public official holds at least a 10 percent interest is a party to this CONTRACT, this CONTRACT is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Commission, 101 East Wilson Street, Room 127, Madison, WI 53703 (email:ethics@wi.gov, telephone: 608/266-8123).
- A.10** The CONTRACTOR shall comply with any DEPARTMENT review authorized under s. ATCP 50.24 including requests for information related to the county's annual financial and compliance audit, participation in compliance discussions, and inspection requests.
- A.11** A county may satisfy record keeping requirements under this CONTRACT by retaining the record in an electronic format authorized under ch. Adm 12, Wis. Admin Code, and ensuring that any electronic copies are identical to the original record.

## **B. LCC STAFF AND SUPPORT GRANTS; CONTRACT TERMS**

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

- B.1** Subject to maximum awards established in the most recent Schedule of Awards, the LCC may seek reimbursement for any of the following eligible costs incurred during the grant year and paid by January 31<sup>st</sup> of the year following the grant year:
  - a. Salaries, employee fringe benefits, and contractor fees for county employees and independent contractors performing soil and water resource management activities.
    - i. In making any reimbursement request, the county must designate its first person receiving 100% reimbursement, its second person receiving 70% reimbursement, and its third and any additional staff receiving at 50% reimbursement.
    - ii. Except for the person designated for 100% reimbursement, the county must provide the match required under s. 92.14(5g)(a) using county levy, permit fees, private grants, federal grants, state funds other than those under chs. 92, 281 and 283, Wis. Stats., or any other qualifying source.
  - b. Training for county employees and LCC members authorized under s. ATCP 50.32 (3m), and county support costs authorized under s. ATCP 50.32 (4) reimbursed at the rate of 100%.
    - i. Eligible support costs include the following identified by DATCP under s. ATCP 50.32(4)(e): an eligibility determination, including the preparation of a financial statement, related to economic hardship treatment under s. ATCP 50.42(4); an archaeological and culture resource assessment or endangered species assessment of a project site, conservation-related mapping or data collection, site investigations, any other costs identified by DATCP in the annual grant application for that grant year.
    - ii. The total amount reimbursed to a county for training and support costs may not exceed 10% of a county's annual staffing grant allocation.
  - c. Landowner cost-share grants and reallocations to other government agencies as approved by DATCP under s. ATCP 50.32(1) and (11).
- B.2** To obtain payments, the LCC must download and complete an electronic reimbursement request on a DATCP approved form (ARM-LWR-297). The request must be electronically signed by an authorized county representative and submitted in accordance with s. ATCP 50.32(7). A county may file its first request by November 1<sup>st</sup> of the grant year for eligible costs incurred before that date.

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- B.3** DATCP shall pay reimbursement within thirty (30) days after the LCC files a complete and valid reimbursement request.
- B.4** The county shall implement an internal accounting system that accurately tracks the hours and type of work performed by county employees and contractors, and develop procedures to ensure it seeks staff and support payments for work defined under s. 92.14 (3) only, and does not seek payment for any ineligible work including activities conducted under nutrient management farmer education grants awarded under s. 92.14(10).
- B.5** The county agrees to keep records required under s. ATCP 50.22 including documentation of its expenditures for staff and other eligible costs for at least three (3) years after the end of the grant year specified above. The records must document the staff hours for which reimbursement is claimed, and the activities performed by staff for whom reimbursement is claimed. The records must also document all staff, support, training and other costs paid during the grant year.

## C. CONSERVATION COST-SHARE GRANTS; CONTRACT TERMS

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

- C.1** Counties may only use cost-share grant funds in accordance with (a) the allocation plan under which funds were awarded, (b) the requirements in subchapters V and VIII of ATCP 50, and (c) the terms of this CONTRACT.
  - a. Grant funds may be used for recording fees, including the voluntary recording of cost-share contracts with the register of deeds, but may not be used for any of the purposes in s. ATCP 50.40(3) including payment of state or local permit fees, and bringing permittees into compliance with their WPDES permits.
- C.2** For each conservation project that will be cost-shared with DATCP funds, the county must:
  - a. Enter into a cost-share contract with each landowner or operator using the most recent DATCP approved cost-share contract and related forms to cost-share projects, or obtain DATCP approval to use a county form.
  - b. Provide written notice, when required by DATCP, to inform each landowner and operator of the full ramifications of a cost-share contract, including future compliance obligations and potential liabilities under federal law.
  - c. Identify all sources of local, state and federal funding used for a project, and employ necessary safeguards to ensure all landowners and grant recipients, regardless of the source of grant funding, do not receive payments (1) in excess of 100 percent of the costs incurred and (2) for the same costs from multiple government entities.
  - d. Perform culture resource checks as required by DATCP policy.
  - e. Obtain DATCP approval of projects when required including:
    - i. For contracts exceeding \$50,000 in DATCP cost-sharing.
    - ii. For projects involving the installation of a practice that DATCP has designated as requiring agency approval.
  - f. Record cost-share contracts with the register of deeds as required under s. ATCP 50.40(14).
- C.3** Unless otherwise specified in a modification to this CONTRACT, the LCC agrees to use its SEG cost-share funds as follows:
  - a. To cost-share nutrient management plans consistent with the terms of the grant application and award, except as provided in c and d below.
  - b. To secure a landowner’s continuing compliance with the nutrient management standard by:
    - i. Providing four years of payments, provided as a lump sum, at the annual per acre rate provided in s.50.42(2)(g), or a lower per acre rate if the landowner voluntarily agrees to comply for a lower payment.
    - ii. Providing a notice regarding the obligation of continuing compliance to each landowner before either signs a cost-share contract, and providing DATCP a copy of the notice

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initialed by the landowner if the county offers cost-sharing less than the maximum per acre rate authorized in s. 50.42(2)(g).

- iii. Collecting and reviewing nutrient management checklists for each cost-share contract to verify compliance with applicable standards.
- c. To cost-share soil erosion control practices (“supporting practice”) under ss. ATCP 50.67, 50.68, 50.82 and 50.89 required to implement a nutrient management plan only to the extent specified below:
  - i. To spend no more than 25 percent of the county’s annual SEG cost-share allocation on supporting cropland practices consistent with DATCP requirements.
  - ii. To certify as part of a reimbursement request that each eligible supporting practice is (a) required to meet “T” or other requirement of the NRCS 590 standard, and (b) cost-sharing this supporting practice is the most cost-effective approach to meeting the soil erosion requirements.
  - iii. To secure a landowner’s continuing compliance in the following areas: nutrient management under s. ATCP 50.04(3), and control of soil erosion to meet the T standard under s. ATCP 50.04(2).
- d. To cost-share grassed waterways, manure storage or other bond-funded conservation practices with DATCP approval only to the extent specified below:
  - i. To have 75 percent or more of the county’s cropland covered by nutrient management plans according to most recent data published in DATCP’s nutrient management update, [https://datcp.wi.gov/Pages/Programs\\_Services/NMUpdates.aspx](https://datcp.wi.gov/Pages/Programs_Services/NMUpdates.aspx)
  - ii. To spend no more than 50 percent of the county’s annual SEG cost-share allocation on these other practices.
  - iii. To secure DATCP approval of the proposed practice prior to its installation by (a) documenting that the cost-shared practice will be installed on a farm that has a nutrient management plan, (b) providing a justification of why SEG funding is needed to cost-share the intended practice, including an explanation of why other cost-share funds (including DATCP bond funds) are not available, and (c) identifying the resource concern or priority that the intended practice is designed to address.

**C.4** DATCP will reimburse the LCC up to the amounts specified in the most current Schedule of Awards, which may be amended by transfers, reallocations, and redirections approved by DATCP.

- a. Extended cost-share funds referenced in the most recent schedule incorporated into this CONTRACT, may be used in the current grant year only for the purposes and projects specified in the most recent schedule except that DATCP may apply funds extended for one specific project to pay for eligible costs incurred in connection with other extended cost-share projects that may be paid from the same fund source, consistent with s. ATCP 50.34(6) (b). All projects extended from the prior grant year must be completed by December 31<sup>st</sup> of this grant year.
- b. Counties may increase or reduce their available grant funds through inter-county transfers. Transfers are requested using the transfer agreement (ARM-LWR-407) that is electronically submitted to DATCP for approval. Any approved transfer agreement becomes part of this CONTRACT, and will amend the county’s grant amount.
- c. If a county is awarded bond revenue cost-share funds to resolve discharges on farms, DATCP will reallocate the funds to the county in accordance with the terms and conditions of a reallocation agreement (ARM-LWR-434), which must be electronically submitted to DATCP for approval. DATCP requires engineering approval before approving an allocation (Form LWR-385). Any approved reallocation agreement will be attached to this CONTRACT, and will amend the county’s grant amount.

**C.5** To obtain payment from DATCP for a cost-share project, the LCC must do all of the following:

- a. Incur all eligible projects costs before December 31<sup>st</sup> of the grant year, and ensure that the costs are paid by January 31<sup>st</sup> of the year following the grant year.
- b. Ensure that invoices for cost-shared practices are fully paid and cost-share recipients have made all payments for which they are responsible.
- c. Submit the following electronically to DATCP:

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- i. A properly completed reimbursement request using the most current DATCP approved form (ARM-LWR-112).
- ii. A signed cost-share contract for the project for which reimbursement is requested, and any change orders if required.
- iii. Documentation certifying that a cost-shared practice was properly installed in accordance with technical standards. A construction coversheet shall be used to certify the installation of engineered conservation practices designed or approved by county employees. The county is responsible for ensuring that any county employee or independent contractor who approves the design and the construction of a conservation practice cost-shared with DATCP funds has adequate engineering practitioner certification under s. ATCP 50.46 or is otherwise qualified to perform engineering work.
- iv. A DATCP approved checklist (ARM-LWR-480, revised no earlier than June 2017) certifying that the cost-shared nutrient management plan meets the requirements in s. ATCP 50.04. The county is responsible for reviewing any checklist submitted to DATCP to verify compliance with the requirements in s. ATCP 50.04, and requesting any documentation to substantiate a checklist response where appropriate.
- v. Other documentation required by DATCP including acknowledgements of continuing compliance and technical certifications as required on the reimbursement form.

- C.6** In the event counties submit reimbursement requests to DATCP before first reimbursing landowners or operators for their share of project costs, counties shall (a) have determined that landowners or operators have taken all necessary actions to be eligible for DATCP cost-share payment, and (b) make payments to landowners or operators within 60 days of receipt of funds provided by DATCP.
- C.7** For each cost-shared practice, the LCC agrees to develop an effective operation and maintenance plan, conduct monitoring of the installed practice during the life of each cost-share contract, including all required maintenance periods, and take appropriate actions to ensure that landowners meet their contractual responsibilities to operate and maintain any cost-shared practice. If a landowner fails to maintain a cost-shared practice, the LCC must take reasonable and appropriate action to gain compliance including notifying landowners of a contract violation, and if compliance cannot be voluntarily secured, demanding repayment, seeking specific performance, or pursuing other appropriate actions to enforce the cost-share contract. At DATCP's option, counties shall be required to reimburse DATCP from any funds recovered from a landowner for failure to comply with the terms of the cost-share contract.
- C.8** The LCC may request an extension of funding for cost-share projects that are not completed by December 31<sup>st</sup> of the grant year. Extension requests must be submitted electronically using the most current DATCP approved form (ARM-LWR-200) by December 31<sup>st</sup> of the grant year, but late filings may be accepted based on good cause through February 15<sup>th</sup> of the following grant year if authorized by ch. ATCP 50. Extension requests must be accompanied by signed cost-share contracts and include any change order(s) and addenda if applicable.
- C.9** The LCC agrees to retain all cost-share records for at least three (3) years after making the last cost-share payment to the landowner or operator, or for the duration of the required maintenance period specified in the cost-share contract, whichever is longer. The records will include all the following:
- a. A copy of the LCC's cost-share contract with the landowner or operator including any provisions related to operation and maintenance of installed practices, and any change orders or addenda or other modifications to that contract.
  - b. Documentation required for reimbursement as provided under section C.5, including receipts and disbursements of all grant funds.
  - c. Other documents needed to verify county compliance with ch. ATCP 50 and the terms and conditions of this CONTRACT.