# NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendr	ment Number	3. Award / Project Pe	riod	4. Type of Award Instrument	
NR235F48XXXXC011			Date of Final Signature - 09/30/2028		Cooperative Agreement	
5. Agency (Name and Address) Natural Resources Conservation Service 8030 Excelsior Drive, Suite 200 Madison, WI 53717			6. Recipient Organization (Name and Address) Sauk County 505 Broadway St Baraboo, WI 53913-2183 UEI Number / DUNS Number: MBBBU1XPJ4M5 / 076165513			
7. NRCS Program Contact	8. NRCS A Contact	Administrative	9. Recipient Program Contact		10. Recipient Administrative Contact	
Name: Eric Allness Phone: (608) 662-4422 Email: eric.allness@usda.gov	Name: Kimberly Johnson Phone: (202) 772-6028 Email: kimberly.johnson2@usda.gov		Name: Melissa Schlupp Phone: (608) 355-4838 Email: melissa.schlupp@saukcountywi.gov		Name: Melissa Schlupp Phone: (608) 355-4838 Email: melissa.schlupp@saukcountywi.gov	
11. CFDA	12. Authority		13. Type of Action		14. Program Director	
10.902	CTA IR-PL	_117-169	New Agreement		Name: Lisa Wilson Phone: (608) 355-4830 Email: lisa.wilson@saukcountywi.gov	
15. Project Title / Description: I	Building Cap	pacity for Improved S	Soil Health and Farm Pr	oductivity		
16. Entity Type: B = County Go	overnment					
17. Select Funding Type						
Select funding type:		⊠ Federal		Non-Federal		
Original funds total		\$380,000.00		\$0.00		
Additional funds total		\$0.00		\$0.00		
Grand total		\$380,000.00		\$0.00		
18. Approved Budget						

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$0.00	Other	\$380,000.00
Total Direct Cost	\$380,000.00	Total Indirect Cost	\$0.00
L	Mananana ang ang ang ang ang ang ang ang	Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$380,000.00
		Total Approved Budget	\$380,000.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative TYRONE R. LARSON State Conservationist	Signature	Date 9/25/2023
Name and Title of Authorized Recipient Representative BRENT MILLER Administrator	Signature	Date 9/20/2023

# NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and 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, employer and lender.

# **PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 552a).

# Statement of Work

# Purpose

A. This agreement is made by and between the United States Department of Agriculture, Natural Resources Conservation Service, hereafter referred to as "NRCS", and Sauk County Land Resources and Environment Department, hereafter referred to as "Sauk County LRE". The collective name of both entities is hereafter referred to as the "Parties".

B. The purpose of this agreement is to collaborate between NRCS and Sauk County LRE to build technical capacity to address resource concerns by implementing climate-smart conservation solutions to address state changes in hydrology. Increased precipitation has resulted in resource concerns that may be solved by implementing structures in flood plains that address water quality, habitat, and erosion and in uplands water quality and air quality at animal feeding operations (AFOs).

C. This agreement will result in the employment of a Conservation Specialist (or equivalent) position that will provide technical support and resources to agricultural producers to address priority natural resource concerns.

# Objectives

A. The objectives of the agreement include, but not limited to:

1. Providing staffing support for conservation technical assistance and farm bill program delivery throughout Sauk County, specifically impaired waters.

2. Provide outreach and education on climate-smart soil health and productivity and climate resilience to Sauk County producers through implementation of the Sauk County Land and Water Resource Management Plan.

3. Build capacity of the Sauk County LRE to implement the Sauk County Farm Property Master plan.

#### Budget Narrative

A. The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award. Amounts included in this budget narrative are estimates. Reimbursements will be based on actual expenditures, not to exceed the total agreement obligation.

Personnel: \$249,652 Fringe Benefits: \$85,532 Travel: \$920 Supplies: \$8,000 Other: \$1,351 Total Direct Costs: \$345,455 Indirect Costs: \$34,545 Grand Total: \$380,000

B. Sauk County LRE shall coordinate the technical assistance to complete the agreement deliverable items as identified in the Expected Accomplishments and Deliverables section. NRCS will provide a maximum financial reimbursement of \$380,000 to Sauk County LRE based on the budget categories and amounts listed below.

1. Personnel: NRCS will reimburse Sauk County LRE based on actual cost expenses as identified on Sauk County LRE payroll documentation for the employed Conservation Specialist position. Salaries may be subject to annual inflation rates (estimated at 1.5%) based on Sauk County LRE personnel policy.

Expense calculation (estimate):

Year 1: \$59,181 Year 2: \$61,807 Year 3: \$63,463 Year 4: \$65,201 Total: \$249,652

2. Fringe Benefits: NRCS will reimburse Sauk County LRE based on actual cost expenses as identified on Sauk County

LRE payroll documentation for the fringe benefit expenses for the Conservation Specialist position. The fringe benefit rate shall be based on Sauk County LRE personnel policy and includes a 6% annual increase.

Expense calculation (estimate):

\$249,652 (personnel costs) x 33.04% (fringe benefit rate) x 4 years (6% annual increase) = \$85,532

3. Travel: NRCS will reimburse Sauk County LRE based on actual cost expenses for travel expenses (e.g., meetings, etc.) for the technical staff providing assistance for implementation of this agreement. Lodging and per diem expenses will follow Sauk County LRE established rates.

Expense calculation (estimate):

Lodging/per diem: \$115/night x 2 nights/year x 4 years = \$920

4. Supplies: NRCS will reimburse Sauk County LRE based on actual cost expenses as identified on receipts and department documentation for supplying and maintaining the Sauk County LRE Conservationist Specialist position. Supply items include a laptop, cellular telephone, software and licensing.

Expense calculation (estimate):

\$2,000/year x 4 years = \$8,000

5. Other: NRCS will reimburse Sauk County LRE based on actual cost receipts for other expenses associated with the employment of the Conservationist Specialist position. This may include conferences, trainings, and other miscellaneous expenses.

Expense calculation (estimate):

4 conferences x \$238 = \$951 4 field days and workshops x \$100 = \$400

6. Indirect Costs: Sauk County LRE Recipient has elected to use the de minimis indirect cost rate (10%).

\$345,455 (direct costs) x 10% = \$34,545

C. Adjustments between the NRCS financial contributions identified for the object class categories may be accommodated in accordance with the Prior Approval Requirements of the General Terms and Conditions.

D. The NRCS financial code associated with this agreement is: NR.SI.IRAC.55.0000.2231T.

# **Responsibilities of the Parties**

A. If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions document attached to the agreement, the language in this SOW shall take precedence.

B. SAUK COUNTY LRE RESPONSIBILITIES:

1. Perform the work and produce the deliverables as outlined in this Statement of Work.

2. Comply with the applicable version of the General Terms and Conditions.

3. Employ technical staff to perform the deliverables (tasks) stated in this agreement. Employees or contractors of Sauk County LRE will not be considered as federal employees or agents of the United States for any purpose under this agreement.

4. Provide administrative and supervisory support for the employed technical staff.

5. Ensure conservation practices planned and installed under this agreement shall meet applicable state NRCS conservation practice standards, specifications, and program requirements; be consistent with the conservation program goals and objectives in the agreement; and incorporate, where appropriate, low-cost alternatives that would address the resource issues and meet the objectives of the applicant NRCS conservation program and the participating farm client for which assistance is provided.

6. Access NRCS client records only as necessary to carry out the purpose of this agreement. Access does not give custody of NRCS records (or files) to Sauk County LRE. Contents of NRCS records will not be disclosed without the express written consent of the NRCS Freedom of Information and Privacy Acts Officer.

7. Coordinate with NRCS on all news releases and information materials produced to publicize, announce, or promote the projects, activities, and events resulting from this agreement. Acknowledge NRCS support on any publications written or published or any audiovisual produced with NRCS financial support and, if feasible, on any publication reporting the results of, or describing this supported activity.

8. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and natural resources conservation benefits derived as a result of this cooperative effort.

9. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. Reporting frequency is as follows:

Performance reports: Semi-Annual SF425 Financial Reports: Annual Payment requests: Quarterly

C. NRCS RESPONSIBILITIES:

1. Provide consultative assistance to Sauk County LRE in completing all work items covered by this agreement.

2. Provide interpretation of applicable NRCS standards, policies, and guidelines. Work products produced as a result of the agreement will be periodically reviewed to ensure compliance with applicable NRCS standards and policies.

3. Work with and recognize Sauk County LRE in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and natural resources conservation benefits derived as a result of this cooperative effort.

# **Expected Accomplishments and Deliverables**

A. Sauk County LRE will coordinate completion of the following tasks and deliverable items:

1. Project staff will provide technical assistance to 50 producers annually throughout Sauk County to address resource concerns to improve water quality and soil health with climate-smart solutions, especially in impaired watersheds and those identified as priorities through the Sauk County Land and Water Resource Management Plan (LWRM) implementation process.

2. Project staff will work closely with the local USDA-NRCS field office(s) to promote and implement farm bill programs. Technical assistance will result in approximately 30 CRP contracts and 10 EQIP contracts annually.

3. Sauk County LRE will coordinate and host workshops, field days, press releases, and direct mailings and focus primarily on promoting soil health practices.

4. Project staff will utilize the Sauk County LWRM to assess outreach and education needs for Sauk County producers to focus the efforts on soil health and farm productivity and resiliency.

5. The Sauk County Farm will be used as a case study and demonstration site to study and assess cropping inputs, conservation practices, and harvest information to evaluate farm profitability. Recommendations for maximizing return on investment in a conservation friendly manner will be developed and shared with county producers through outreach and education events, such as workshops and field days.

6. Additional Resources: The Sauk County LRE agreement proposal document titled "Building Capacity" is available as a supplemental reference to the agreement. This proposal shall only be used as a reference, not to replace the language in this SOW.

# **Resources Required**

A. Sauk County LRE will provide staff resources as needed; and coordinate and oversee completion of deliverable task items.

B. NRCS will provide staff assistance as needed for oversight of deliverable task items.

# Milestones

A. Advertisement and selection of the Conservation Specialist position is expected to be made within 3 months of the agreement start date. Selection of this position shall be made in collaboration between Sauk County LRE and NRCS.

B. Budget expenditures and tasks completed on an annual basis should closely reflect the quantity amounts identified in the Budget Narrative and Expected Accomplishments and Deliverables section. The Parties will meet as needed to review expenditures, workload, training needs, target goals, and performance to ensure progress and accomplishments are being made, as determined acceptable by the Parties.

# **GENERAL TERMS AND CONDITIONS**

Please reference the below link(s) for the General Terms and Conditions pertaining to this award: <u>https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html</u>