



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection
Secretary Randy Romanski

**GRANT CONTRACT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
AND
SAUK COUNTY**

THIS GRANT CONTRACT is made and entered into for the period 1/1/2025 through 12/31/2029 (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“Department” or “State”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and Sauk County (“Grantee”), whose service address is West Square Bldg, 505 Broadway Street Rm 248, Baraboo, WI 53913.

WHEREAS, the Department has authority to award soil and water resource management grants for county awards for staff and support and landowner cost-sharing through an annual allocation, including addenda and revisions thereto, as authorized under ch. 92, Wis. Stats., and ATCP ch. 50, Wis. Admin. Code; and

WHEREAS, the Department is authorized under ch. 92, Wis. Stats., and ATCP ch. 50, Wis. Admin. Code, to provide annual grant funds to all counties consistent with Department-approved Land and Water Resource Management (“LWRM”) plans; and

WHEREAS, the Grantee has established a soil and water conservation department or similar department which operates conservation programs within the county, supporting such efforts with federal, state, and local resources; and

WHEREAS, the Grantee has a county Land Conservation Committee or other board committee (the “LCC”) designated to carry out the functions in ch. 92, Wis. Stats., and ATCP 50.10, Wis. Admin. Code; and

WHEREAS, the Grantee’s conservation program includes requirements to revise its LWRM plan for Department approval, and submit annual workplans; and

WHEREAS, the State has approved a staff and support award (“Staffing”) and cost-share awards (“Cost-share”) to the Grantee in the amount listed in Attachment C for the applicable calendar year for eligible activities described herein (“Project”); and

WHEREAS, the Department and Grantee agree that the Grantee possesses the qualified personnel and capabilities necessary to administer the Project in a manner consistent with state and federal laws, including s. 92.14(10), Wis. Stats., and ATCP 50.35, Wis. Admin. Code; and

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WHEREAS, an addendum to the terms and conditions of this Contract shall be issued annually during the Performance Period with program terms and conditions, and new funding award amounts in Attachment C (Schedule of Awards) as further described in Attachment B; and

WHEREAS, this Contract is mutually exclusive and is distinguished from all previous Contracts between the Grantee and the Department and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 38 and Attachments A – E which are annexed and made a part hereof. In the event of a conflict between any provision contained in the Attachments and any other provision of this Contract, the Attachment provision shall prevail over the conflicting provision in this Contract.

Attachment A – Contract Administrators

Attachment B – Program Rules

Attachment C – Schedule of Awards

Attachment D – Method of Payment

Attachment E – Reporting Requirements

IN WITNESS WHEREOF, the Department and Grantee have executed this Contract as of the date this Contract is signed by the Department.

Each undersigned representative of the Department and the Grantee certifies that he or she is fully authorized to enter into the terms of this Contract on behalf of the entity they represent and to execute and legally bind such party to this Contract.

SAUK COUNTY

DEPARTMENT OF
AGRICULTURE, TRADE, AND
CONSUMER PROTECTION

BY: _____
Lisa Wilson

BY: _____
Timothy Anderson

TITLE: County Administrator

TITLE: Administrator, Division of
Agricultural Resource
Management

DATE: _____

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Department employee responsible for the administration of this Contract is identified as the Department Contract Administrator in Attachment A, or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Contract.

The Grantee's employee responsible for the administration of this Contract is identified as the Grantee Contract Administrator in Attachment A, who shall represent the Grantee's interest regarding Contract performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAWS AND REGULATIONS

This Project shall be governed under the laws of the State of Wisconsin, the laws of the United States, all rules and regulations, and all laws, rules, and regulations specifically applicable to the Program including but not limited to those identified in Attachment B.

ARTICLE 3. AVAILABILITY OF FUNDS

Termination of this Contract in whole or part for lack of appropriations shall be without penalty.

ARTICLE 4. SCOPE OF WORK

The eligible activities under this Contract are summarized in ATCP 50.10, Wis. Admin. Code, and the SWRM allocation application instructions for the calendar year to which the Schedule of Awards in Attachment C applies.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Schedule of Awards and the Annual Workplan. Changes to the Schedule of Awards will be made in accordance with Attachment B.

ARTICLE 5. SUBLET OR ASSIGNMENT OF CONTRACT

No right or duty in whole or in part of the Grantee under this Contract may be assigned or delegated without the prior written consent of the Department. This Article does not apply to SWRM grants subgranted to landowners.

ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this Contract, and if this Contract involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Contract is voidable by

the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Contract. Disclosure must be made in writing to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, Wisconsin 53703-7125 (Telephone 608-266-8123) and the Department.

The Grantee shall not engage the services for compensation of any person or persons now employed by the State, including any Department, commission, or board thereof, to provide services relating to this Contract without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 7. CONFLICT OF INTEREST

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Contract, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement, subcontract, or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

For-profit and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

ARTICLE 8. DUAL EMPLOYMENT

Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a Grantee full-time by a State of Wisconsin agency from being retained as a Grantee by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

ARTICLE 9. INDEPENDENT CAPACITY OF GRANTEE

The parties hereto agree that the Grantee, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The Grantee agrees to take such steps as may be necessary to ensure that each subcontract of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

ARTICLE 10. HOLD HARMLESS

The Grantee will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or

damages received by any persons or property resulting from the operations of the Grantee, or of any of its contractors, in prosecuting work under this Contract.

ARTICLE 11. FOREIGN CORPORATION

A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporate and Consumer Services at (608) 261-7577 or DFICorporations@dfi.gov.

ARTICLE 12. ANTITRUST ASSIGNMENT

The Grantee and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Grantee hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

ARTICLE 13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Contract, the Grantee agrees not to discriminate against any employee or applicant for employment 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 Grantee further agrees to take affirmative action to ensure equal employment opportunities.

- 13.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Contract is awarded, the Grantee must submit the plan to the Department for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Department.
- 13.2** The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 13.3** Failure to comply with the conditions of this clause may result in the Grantee becoming declared an "ineligible" Grantee, termination of the Contract, or withholding of payment.
- 13.4** Pursuant to s. 16.75(10p), Wis. Stats., Grantee agrees it is not, and will not for the duration of the Contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b), Wis. Stats. State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

- 13.5** Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

ARTICLE 14. TERMINATION OF CONTRACT

The Department reserves the right to terminate this Contract in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Contract.

Notwithstanding and in addition to the right to terminate the Contract for cause described above, the Department may terminate this Contract at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the Department.

The Grantee may terminate this Contract with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Contract is terminated by either party, for any reason whatsoever, the Grantee shall refund upon written demand to the Grantee any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

ARTICLE 15. FAILURE TO PERFORM

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Contract if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Contract.

ARTICLE 16. AMENDMENT

This Contract may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 17. SEVERABILITY

If any provision of this Contract shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of

this Contract.

ARTICLE 18. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 19. FORCE MAJEURE

Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

ARTICLE 20. CHOICE OF LAW AND VENUE

In the event of a dispute, this Contract shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

ARTICLE 21. STANDARDS OF PERFORMANCE

The Grantee shall perform the Project and activities as described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 22. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Contract shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract.

ARTICLE 23. MULTIPLE ORIGINALS; ELECTRONIC SIGNATURE

This Contract may be executed in multiple originals, which together shall constitute a single contract. The parties agree to accept a handwritten signature or an electronic signature that complies with ch. 137, Wis. Stats., to execute this Contract.

FISCAL TERMS AND CONDITIONS

ARTICLE 24. METHOD OF PAYMENT

The method of payment is set forth in Attachment D.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Contract.

ARTICLE 25. REIMBURSEMENT OF FUNDS

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs provided for under this Contract. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Contract has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due upon written demand to the Grantee.

ARTICLE 26. FINANCIAL MANAGEMENT

The Grantee shall maintain a financial management system that complies with the rules, regulations and requirements of the Program funding source described in the Attachments and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Contract are sufficiently segregated from other agreements, programs, and/or projects.

The Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. The Grantee's chart of accounts and accounting system shall permit timely preparation of expenditure reports required by the Department.

Records shall be maintained after the end of the Performance Period for a period of not less than three (3) years unless the program requirements are longer.

ARTICLE 27. LIMITATION ON COSTS

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Contract shall not exceed the total amount for eligible costs, as identified in the Attachments. Changes to this Contract that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

ARTICLE 28. ELIGIBLE COSTS

28.1 No eligible costs subject to reimbursement by this Contract may be incurred prior to the execution of this Contract unless previously approved in writing by the Department.

28.2 Costs only as identified in the Attachments are allowed.

ARTICLE 29. VENDOR TAX DELINQUENCY

Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 30. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department of Administration. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

ARTICLE 31. BONDING AND INSURANCE

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Contract funds and activities undertaken with Contract funds and program income expended under this Contract.

ARTICLE 32. RECORDS AND REPORTS

All records pertaining to this Contract shall be retained by the Grantee for at least three (3) years following the end of the Performance Period. The Grantee shall maintain reasonable segregation of project accounts and records to enable the Department to track expenditures made with funds provided under this Contract. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Contract, the Grantee shall provide the requested records to the Department.

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

ARTICLE 33. EXAMINATION OF RECORDS

The Department, and any of its authorized representatives, shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent

records and computer files of the Grantee involving transactions relating to this Contract. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Contract. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Contract. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

ARTICLE 34. PERFORMANCE REVIEW

The Department may review the Grantee's performance under this Contract. The Department may conduct reasonable inspections to determine performance under this Contract. The Department may examine records related to personnel time charged to the Contract funding, as well as documentation of all costs for equipment, supplies, and other expenses charged to the Contract funding. The Department reserves the right to conduct a follow-up survey of the project in order to determine long-term impacts of funding received by the Grantee under this Contract from grant funds.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. Grantee shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Contract by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Definitions

"Confidential Information" means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-

public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

ARTICLE 36. LOBBYING

Money paid under this Contract by the Department to the Grantee shall not be used by the Grantee in any fashion either directly or indirectly for lobbying activities of any kind. The Grantee shall not use money received under this Contract for any illegal activities.

ARTICLE 37. PUBLICATIONS, INVENTIONS, AND TRADEMARKS

37.1 All materials and products produced under this Contract become the property of the Grantee. The Grantee may publish and copyright materials or trademark products and services produced under this contract subject to the following conditions: The Department receives a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, publish, or post on the internet non-trade-secret and non-confidential or nonproprietary financial information regarding the project for governmental purposes, and as promotional materials for purposes of publicity about the funding program.

37.2 The Grantee may not claim that the State endorses its products or services.

37.3 The Grantee shall acknowledge Department support on any publications written or published or any audiovisual produced with Department financial support that publicizes, announces, or promotes the projects, activities, and events resulting from this Contract. Funding credit including Department logo must appear in all programs, publicity, and promotional materials. The following wording and Department logo should be used:

Funding for this was made possible, in part, by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP). The views expressed in written materials, publications, speakers, and moderators do not necessarily reflect the official policies of DATCP; nor does any mention of trade names, commercial practices, or organization imply endorsement by the State of Wisconsin.

ARTICLE 38. DEBARMENT

By signing this Contract, the Grantee warrants and represents that it is (1) in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Grantee's ability to perform its obligations under this Contract, (2) not listed on the Wisconsin Department of Revenue Delinquent Taxpayer List, (3) not listed on the Wisconsin

Department of Workforce Development's Debarred Contractor List, and (4) not listed on the Wisconsin Department of Administration's Ineligible Vendors List.

In the event that the Department discovers that any of the representations in this Article are inaccurate or that the Grantee becomes noncompliant or placed on any of the above-referenced lists during the term of this Contract, the Department may terminate this Contract as provided in Article 14. The Department also may recoup any payments already made to the Grantee, withhold any payments planned to be made, and disqualify the Grantee from eligibility from future awards.

ATTACHMENT A

CONTRACT ADMINISTRATORS

Department Contract Administrator

Susan Mockert
Soil and Water Resources Grant Program Manager
Division of Agricultural Resource Management
Department of Agriculture, Trade and Consumer
Protection
2811 Agriculture Dr.
Madison, WI 53718

Phone: 608-224-4648
E-mail: DATCPSWRM@wisconsin.gov

Grantee Contract Administrator

Melissa Schlupp
County Conservationist
Sauk County
West Square Bldg, 505 Broadway Street Rm 248
Baraboo, WI 53913
Phone: (608) 335-4838
E-mail: melissa.schlupp@saukcountywi.gov

ATTACHMENT B**SOIL AND WATER RESOURCE MANAGEMENT (SWRM) PROGRAM RULES****I. Annual Contract Addendum**

- A. During the Performance Period, the Department shall issue an addendum to this Contract annually with program terms and conditions, and new funding award amounts in Attachment C (Schedule of Awards). The addendum shall include the following:
 - a. A current Schedule of Awards identifying amount of grant funds allocated or extended for that grant year, and the purposes for which the funds may be used, including staff and support, and cost-sharing; and
 - b. Additional program terms and conditions applicable for that grant year.
- B. Upon receipt of the addendum, the Grantee's designated representative shall:
 - a. Acknowledge receipt of the most current schedule of awards and terms and conditions by emailing the Department's designated representative within seven (7) business days of the receipt of the addendum. An email acknowledging receipt, even if it is sent by a county official or employee other than the designated representative, shall be treated as a binding agreement to the addendum to this Contract. The Department will not process a county's request for reimbursement without a county's submission of acknowledgement of receipt of the addendum; or
 - b. Exercise its right of termination under Article 14 of this Contract in the event that the current Schedule of Awards or terms and conditions are not acceptable to the Grantee. Upon terminating this Contract, the Grantee is no longer eligible to submit reimbursement requests for the grant year in which the termination is exercised, and must sign a new grant contract with the Department to receive future funding through the annual allocation.

II. Contract Amendment

- A. In accordance with Article 16, in any grant year, the Department may do any of the following at the Grantee's request to amend this Contract to adjust or reassign grant amounts identified in the most current Schedule of Awards:
 - i. Approve a transfer of cost-share funds under ATCP 50.34(5m), Wis. Admin. Code, based on an agreement between the Grantee and another county.
 - ii. Approve a reallocation of cost-share funds from a Department-created reserve to the Grantee to resolve a farm discharge or other project.
 - iii. Approve a one-year extension of cost-share funds under ATCP 50.34(6), Wis. Admin. Code.
 - iv. Approve a reallocation of staffing grant funds to another entity under ATCP 50.32(1), Wis. Admin. Code, or a redirection of staffing grant funds to fund

landowner cost-share grants under s. 50.32(11), Wis. Stats.

- B. In any grant year, the Department may approve a revision of the allocation plan under ATPC 50.28, Wis. Admin. Code, which may amend this Contract by adjusting grant amounts identified in the most current Schedule of Awards.

III. General Terms and Conditions

- A. The LCC, its agents and county employees shall comply with ch. 92, Wis. Stats., and ATPC ch. 50, Wis. Admin. Code, including, but not limited to:
 - i. County soil and water program requirements as provided in Subch. III of ATPC ch. 50, Wis. Admin. Code.
 - ii. Farmland preservation program requirements imposed on counties including compliance monitoring and issuance of certificates of compliance and notices of noncompliance.
 - iii. Cost-sharing requirements if landowners are required to install conservation practices that change existing operations, as required by s. 92.15, Wis. Stats., and ATPC 50.40, Wis. Admin. Code.
 - iv. Local ordinance requirements related to consistency with state standards, and agency review and approval, as required by s. 92.15, Wis. Stats., and ATPC 50.56 and 50.60, Wis. Admin. Code.
 - v. Annual work plan submissions required as part of the annual grant application under ATPC 50.26(4), Wis. Admin. Code.
- B. The Grantee 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, as required pursuant to s. 92.14(7), Wis. Stats. The Grantee may count, as part of its contributions under this paragraph, county expenditures related to natural resource protection activities in any county department. The Grantee may not count capital improvement expenditures, or the expenditure of grant revenues that the Grantee receives from other governmental entities.
- C. The Grantee shall submit an Annual Workplan to the Department no later than April 15 of every year pursuant to ATPC 50.12(2)(i), Wis. Admin. Code. The Grantee shall seek reimbursement for activities in the Annual Work plan and as authorized under ATPC ch. 50.

IV. LCC Staff and Support Grants

- A. 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 of the year following the grant year:
 - i. Salaries, employee fringe benefits, and contractor fees for county employees and independent contractors performing soil and water resource management activities
 - a. The county must designate its first person receiving 100% reimbursement, its second person receiving 70% reimbursement, and its third and any additional staff receiving 50% reimbursement.

- b. Except for its person designated at 100%, the county must provide the match required under s. 92.14(5g)(a), Wis. Stats., 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.
 - ii. Training for county employees and LCC members authorized under ATCP 50.32(3m), Wis. Admin. Code, and county employee support costs authorized under ATCP 50.32(4), Wis. Admin. Code, at the rate of 100%.
 - iii. Other support costs identified by DATCP under ATCP 50.32(4)(e), Wis. Admin. Code: an eligibility determination, including the preparation of a financial statement, related to economic hardship treatment under ATCP 50.42(4), Wis. Admin. Code; an archaeological assessment of a project site as part of a cultural resources assessment, any other costs identified by DATCP in the annual grant application for that grant year.
 - a. The total amount reimbursed to a county for training and support costs may not exceed 10% of a county's annual staffing grant allocation.
 - iv. Landowner cost-share grants and reallocations to other government agencies as approved by DATCP under ATCP 50.32(1) and (11), Wis. Admin. Code.
 - B. The Grantee shall implement an internal accounting system that accurately tracks the hours and type of work performed by county employees, and develop procedures to ensure it seeks staff and support payments for work defined under s. 92.14(3), Wis. Stats., only, and does not seek payment for such work under any other grant awarded by DATCP including nutrient management farmer education grants awarded under s. 92.14(10), Wis. Stats.
 - C. The Grantee agrees to keep records required under ATCP 50.22, Wis. Admin. Code including documentation of its expenditures for staff and other eligible costs for at least three (3) years after the Performance Period. 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 will also document all staff, support, training and other costs paid during the grant year.
- V. Conservation Cost-share Grants
- A. The Grantee may only use cost-share grant funds in accordance with the following: (1) the Joint Allocation Plan under which funds were awarded; (2) the requirements in subchapter V and VIII of ATCP ch. 50, Wis. Admin. Code; and the terms of this Contract.
 - i. Grant funds may be used for recording fees, including the voluntary recording of contracts with the register of deeds, but may not be used for state or local permit fees.
 - B. For each conservation project that will be cost-shared with DATCP funds, the Grantee must:
 - i. Enter into a cost-share contract with each landowner or operator using the most recent DATCP-approved cost-share contracts and related procedures as provided

- by the Department to cost-share projects or obtain DATCP approval to use a county form.
 - ii. 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.
 - iii. 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 payment for the same costs from multiple government entities.
 - iv. Perform cultural resource checks when required by DATCP policy.
 - v. Obtain DATCP approval of projects when contracts exceed \$50,000 in DATCP cost-sharing.
 - vi. Record cost-share contracts with the register of deeds as required under ATCP 50.40(14), Wis. Admin. Code.
- C. Unless otherwise specified in a modification to this Contract, the LCC agrees to use its SEG cost-share funds as follows:
- i. To cost-share nutrient management plans.
 - ii. To secure a landowner or operator's continuing compliance with the nutrient management standard by providing:
 - a. Four years of payments, provided as a lump sum, at the annual per acre rate provided in ATCP 50.42(2), Wis. Admin. Code, or a lower per acre rate if the operator or landowner voluntarily agrees to comply for less.
 - b. A notice regarding the obligation of continuing compliance to each landowner or operator before either signs a cost-share contract, and providing DATCP a copy of the notice initialed by the landowner or operator if the county offers cost-sharing less than the maximum per acre rate.
 - iii. To cost-share soil erosion control practices ("cropping practice") under ATCP 50.67, 50.68, 50.82 and 50.89, Wis. Admin. Code, that are required to implement a nutrient management plan only to the extent specified below:
 - a. To certify as part of a reimbursement request that each eligible supporting practice is (1) required to meet T-value or other requirements of the NRCS 590 standard, and (2) cost-sharing this supporting practice is the most cost-effective approach to meeting the requirement.
 - b. To secure a landowner's continuing compliance in the following areas: (1) nutrient management under ATCP 50.04(3), Wis. Admin. Code, and (2) control of soil erosion to meet the T-value under s. ATCP 50.04(2), Wis. Admin. Code.
 - iv. To cost-share multi-year cropping practices under ss. ATCP 50.663, 50.733, 50.738, Wis. Admin. Code, a nutrient management plan checklist and a continuing compliance acknowledgement are required.
 - v. To cost-share grassed waterways or other conservation practices with DATCP approval only to the extent specified below:
 - a. To spend no more than 50 percent of the county's annual SEG cost-share allocation on structural practices.

- b. To secure DATCP approval of the proposed practice prior to its installation by (1) documenting that the cost-shared practices will be installed on a farm that has a nutrient management plan, and (2) providing a justification of why SEG funding is needed to cost-share the proposed practice, including an explanation of why other cost-share funds (including DATCP structural funds) are not available and the resource concern or priority that the intended practice is designed to address.
- D. 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.
 - i. Cost-share funds referenced in the most recent Schedule of Awards incorporated into this Contract may be used in the current grant year only for the purposes and projects specified in the most recent Schedule of Awards 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 ATCP 50.34(6)(b), Wis. Admin. Code. All projects from the prior grant year must be completed by December 31 of current grant year.
 - ii. Counties may increase or reduce available grant funds in a grant through inter-county transfers. Transfers are requested using a transfer procedure as provided by the Department that is electronically submitted to DATCP for approval. Any approved transfer agreement becomes part of this annual grant contract, and will amend the county's grant amount.
 - iii. If a county is awarded engineering reserve cost-share funds to resolve discharges, DATCP will reallocate the funds to the county in accordance with the terms and conditions of a reallocation procedure as provided by the Department, which must be electronically submitted to DATCP for approval. Any approved agreement will be attached to this annual grant contract and will amend the county's grant amount.
- E. For cost-shared practices, the LCC agrees to develop effective operation and maintenance plans, conduct monitoring 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.
- F. The LCC may request an extension of funding for cost-share projects that are not completed by December 31 of the grant year. Extension request must be submitted electronically using DATCP approved procedure as provided by the Department by December 31 of the grant year, but late filings may be accepted based on good cause

through February 15 of the following grant year if authorized by ATCP ch. 50, Wis. Admin. Code. The county must attach appropriate signed cost-share contracts to the extension request including any change order(s) and addenda if applicable.

- G. 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:
- i. 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.
 - ii. Documentation required for reimbursement as provided in Attachment D, including receipts and disbursements of all grant funds.
 - iii. Other documents needed to verify county compliance with ATCP ch. 50, Wis. Admin. Code, and this Contract.

ATTACHMENT C
SCHEDULE OF AWARDS

In the event of conflict between the application and other supporting documents previously submitted to the Department by the Grantee, provisions of the Contract shall take precedence.

2025 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
	9214-25-57-00	1/1/2025 - 12/31/2025	Melissa Schlupp County Conservationist (608) 335-4838	SAUK CO Land Resources and Env West Square Bldg 505 Broadway Street Rm 248 Baraboo, WI 53913

Single Audit Ref	Funding Category	New	Extended From 2024	Total Available For Reimbursement
115.15	Staff and Support	\$181,493.00	\$0.00	\$181,493.00
115.40	SEG funding - LWRM Plan Cost-Sharing	\$60,000.00	\$6,301.20	\$66,301.20
115.40	Structural funding - LWRM Plan Cost-Sharing	\$60,700.00	\$7,542.73	\$68,242.73

Schedule Total	\$316,036.93
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* See Exhibit A for specific details

Exhibit A

EXHIBIT A

2024 Cost-Share Conservation Plan extension into 2025

Grant Contract: 9214-25-57-00

CS Number	Name of Recipient	Request Amount	Extended CS Amount	Fund
LW-24-02	Arlene M Engert Trust & James C D	\$3,000.00	\$3,000.00	CS GPR EXT
LW-24-03	Geeser, Allen & Deborah	\$4,542.73	\$4,542.73	CS GPR EXT
		CS GPR EXT Total	\$7,542.73	
CC-24-07	Sauk County	\$6,375.00	\$6,301.20	CS SEG Extended
		CS SEG Extended Total	\$6,301.20	

ATTACHMENT D

METHOD OF PAYMENT

Following the execution of this Contract, payment shall be made in conformance with the following:

1. The Department shall not provide reimbursement if the maximum amount of the Contract has been paid to the Grantee.
2. The Department reserves the right to reduce the award if the Grantee has not spent nor allocated funds.

To obtain payments for LCC staff and support grants, the LCC must follow DATCP approved procedure. The request must be electronically and signed by an authorized county representative and submitted in accordance with ATCP 50.32(7), Wis. Admin. Code. DATCP shall pay the reimbursement within 30 days after the LCC files a complete and valid reimbursement request.

To obtain reimbursement from DATCP for a conservation cost-share project, the LCC must do all of the following:

1. Incur all eligible projects costs before December 31 of the grant year, and ensure that the costs are paid by January 31 of the year following the grant year.
2. Ensure that cost-shared practice invoices are fully paid and cost-share recipients have made all payments for which they are responsible.
3. Submit the following electronically to DATCP:
 - a. A properly completed reimbursement request using the most current DATCP-approved procedure.
 - b. A signed cost-share contract for the project(s) for which reimbursement is requested.
 - c. Documentation or other evidence of certification that cost-shared practices were properly installed in accordance with technical standards. The county is responsible for ensuring that the person who approves the design and the construction of each cost-shared practice has adequate job certification/approval under ATCP 50.46, Wis. Admin. Code, or is otherwise qualified.
 - d. A nutrient management checklist using the most current DATCP-approved form where the practice requires a nutrient management plan (e.g., ATCP 50.62 and 50.78, Wis. Admin. Code).
 - e. Other documentation required by DATCP including acknowledgements of continuing compliance and technical certifications as required for reimbursement.

DATCP will make reasonable efforts to process conservation cost-share reimbursement requests. The Grantee agrees to reimburse landowners and operators for their share of the project costs within 60 days after the Grantee has submitted its reimbursement request to DATCP.

All requests for payment must be completed within forty-five (45) days of the end of each grant year. Payments that exceed allowable costs incurred and paid by the Grantee pursuant to the terms of this Contract, if outstanding at the expiration of this Contract, shall be repaid to the Department within forty-five (45) days of the end of each grant year. The Department's Division of Agricultural Resource Management (the "Division"), in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for expenses incurred during the Performance Period.

The Grantee shall request funds through the Department. All Requests for Payments (invoices) must be submitted via email to DATCPSWRM@wisconsin.gov.

ATTACHMENT E
REPORTING REQUIREMENTS

A. Reporting

The Grantee shall comply with the fiscal and Program reporting requirements of the Division as presented in the report template which shall be provided in the late winter of each year of the Performance Period, and due by April 15 of that year. Reporting shall relate to (1) a county's activities and accomplishments related to soil and water resource management during the preceding calendar year; (2) progress towards objectives identified in a county land and water resource management plan, including annual and multi-year benchmarks; (3) areas of improvement; (4) key compliance activities and (5) key remaining problem areas.

The Grantee shall submit reports to the Division annually as instructed. The Department reserves the right to amend and require additional information or reports as needed. The department may withhold funding under ATCP 50.18(2) from a county land conservation committee that fails to file a timely annual report.