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Wisconsin Department of Agriculture, Trade and Consumer Protection

Role	Date
Division Submitter	
Legal Counsel	

Date when the document completed the Document Review and Approval workflow	Date



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 Land Resources and Environment Department**

THIS GRANT CONTRACT (“Contract”) is made and entered into for the period **1/1/2026** through **12/31/2026** (“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 Land Resources and Environment Department (“Grantee”), whose service address is 505 Broadway Baraboo, WI 53913.

WHEREAS, the Department has authority to award grants to deliver nutrient management farmer education (NMFE) training pursuant to s. 92.14 (3)(g) and (10), Wis. Stats. (“Program”); and

WHEREAS, the Department has requested proposals, reviewed applications and approved grant awards through the 2025 joint allocation plan process; and

WHEREAS, the State has approved an award to the Grantee in the amount of **\$15,110.00** for eligible activities herein described (“Project”); and

WHEREAS, the Department and Grantee agree that Grantee possesses the 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 s. ATCP 50.35, Wis. Admin. Code; and

WHEREAS, the terms and conditions herein shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract; 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 – F 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 – Scope of Work

Attachment D – Budget
Attachment E – Method of Payment
Attachment F – Reporting Requirements

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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 Contractor 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 Land Resources and
Environment Department

DEPARTMENT OF AGRICULTURE
TRADE AND CONSUMER
PROTECTION

BY:

BY:

Lisa Wilson

Timothy P. Anderson

TITLE:

Sauk 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 the Scope of Work in Attachment C. The Budget for the eligible activities is in Attachment D.

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 Scope of Work and Budget. Changes to the Scope of Work and/or Budget shall be by written agreement of both the Department and the Grantee.

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.

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 to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, Wisconsin 53707-7125 and the Department.

The Grantee shall not engage the services 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 contractor full-time by a State of Wisconsin agency from being retained as a contractor 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 subcontractor 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.wisconsin.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" contractor, 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). 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 Wis. Stat. ch. 137 to execute this Contract.

FISCAL TERMS AND CONDITIONS**ARTICLE 24. METHOD OF PAYMENT**

The method of payment is set forth in Attachment E.

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 Division.

Records shall be maintained for three (3) years after the end of the Performance Period.

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

Governmental and Non-profit Grantees, or their assignees, which **receive** 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 three (3) years after 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, 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. The 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.

The 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 award 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 Grantee from eligibility from future awards.

ATTACHMENT A
CONTRACT ADMINISTRATORS

Department Contract Administrator

Andrea Topper, NMFE Program Manager
Division of Agriculture Resource Management
Department of Agriculture, Trade and Consumer Protection
2811 Agriculture Dr.
Madison, WI 53718

Phone: 608-405-0235

E-mail: andrea.topper@wisconsin.gov

Shauna Minick, Conservation Grants Specialist (financial contact)
Division of Agriculture Resource Management
Department of Agriculture, Trade and Consumer Protection
2811 Agriculture Dr.
Madison, WI 53718

Phone: 608-419-8968

E-mail: shauna.minick@wisconsin.gov

Grantee Contract Administrator

Brian Sadler
Conservation Technician
Sauk County Land Resources and Environment Department
505 Broadway Baraboo, WI 53913

Phone: 608-355-3292

E-mail: brian.sadler@saukcountywi.gov

ATTACHMENT B**PROGRAM RULES**

The Grantee may be subject to and liable for repayment if, as determined by the Division, the Grantee is found to be out of compliance with program laws, policies, regulations, rules, or guidance.

The Grantee shall comply with the Program Rules as follows.

The Grantee shall do all the following for administration of a Tier I nutrient management farmer education grant:

- A. From 1/1/2026 to 12/31/2026, provide the following basic components of Tier I nutrient management training, as more fully specified in the approved budget and 2026 NMFE program grant application narrative.
 1. Conduct nutrient management educational workshops for participating farmers. Workshops should include nutrient management principles and planning concepts of the University of Wisconsin – Extension Nutrient Management Farmer Training Curriculum. Content may be tailored to meet local conditions.
 2. Assist every participating farmer in obtaining updated soil test results. (Required only if prior tests are more than 3 years old).
 3. Offer a manure spreader calibration, or other reliable method to determine manure application rates, for every participating farm that utilizes manure.
 4. Complete an NRCS 590 nutrient management plan with each farmer including soil and nutrient application restriction maps, preferably using SnapMaps, and submit signed NM Checklists to the Department NMFE program manager.
 5. Provide on-farm visits with the farmers who attend nutrient management workshops. The visits should help provide participants with individual help they need to understand various components of nutrient management planning, as pertinent to each specific farming operation.
- B. Employ or retain the most qualified personnel from county conservation staff, University of Wisconsin Extension, technical colleges, partnering agencies, and the private sector to conduct the training workshops.
- C. Educate and train farmers, consultants, and others on nutrient management requirements and practices that allow producers to meet Wis. Admin. Code § ATCP 50.04(3). To the extent that nutrient management plans are prepared under the terms of this Contract, the Grantee shall submit nutrient management checklists for each plan completed and provide an electronic copy of databases to the Department upon request.
- D. Perform all work to the satisfaction of the Department under this Contract as more fully specified in the Appendices. The Grantee may pursue additional funds from other entities for activities covered by this Contract as long as the Grantee does not seek reimbursement from more than one funding source for the same expense required under this Contract.
- E. Seek reimbursement for costs not to exceed the 2026 funding award. The following conditions and limitations apply to use of the funds and submission of reimbursement requests:
 1. Training participant payments limited to:
 - a) Soil sample collection and testing and manure analysis paid directly to each participant who completes a compliant nutrient management plan, not to exceed \$750 per participant for soil samples and \$100 per participant for manure analysis, and
 - b) One of the following:

- i. Incentive stipends to each participant who completes a compliant nutrient management plan, not to exceed \$700 per participant, or
 - ii. Tuition vouchers to participants for who complete a compliant nutrient management plan through nutrient management training, instruction, or classes, not to exceed \$700 per participant.
 2. Payments for persons performing administration or training services not to exceed 25 percent of the grant request and limited to:
 - a) Subcontractor fees, and employee salary and fringe benefits for persons who administer or provide training required under this grant.
 - b) Per s. 20.115(7)(qf), Wis. Stats., counties are prohibited from receiving funds to support local land conservation personnel.
 - c) Projects cannot request reimbursement for professional or administrative salary/fringe charges when participants that receive NM training are charged a tuition fee.
 3. Support costs are not to exceed 10 percent of the award and are limited to the following unless otherwise approved by the Department's NMFE program manager:
 - a) Mileage per allowable state rates. (Funds may not be used to lease or purchase a vehicle).
 - b) Facility rentals, meals, and expenses directly related to holding training sessions.
 - c) Equipment leased or purchased to carry out nutrient management training such as soil probes, handheld GPS, wireless hotspots, and scales to calibrate manure spreaders.
 - d) Information and education materials, promotional materials, training supplies, computer supplies including memory sticks, maps and plats, photocopying, printing, and postage.
 4. The Grantee agrees to provide the in-kind and direct support set forth in Attachment D and make use of measures to reduce costs including electronic media and communication in lieu of printing and mailing materials.
- F. Extend unexpended grant funds for one additional calendar year, if desired, with Department approval.
- G. NMFE grantees may increase or reduce available non-extended grant funds through inter-NMFE grantee transfers. Tier 1 funds shall only be used for purposes of Tier 1 activities by the transferee. Tier 2 funds shall only be used for purposes of Tier 2 activities by the transferee. Transfers are requested using a transfer procedure as provided by the Department that is electronically submitted to DATCP for approval by December 1st of the contract year. Any approved transfer agreement becomes part of this annual grant contract and will amend the grantee's grant amount. NMFE grantees may not both transfer funds and receive funds from another NMFE grantee within the same contract year.
- H. Comply with all other terms of this Contract.

ATTACHMENT C

SCOPE OF WORK

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

The Grantee shall do the following under this Contract.

July 2025 Personally contact farmers to attend the workshops and secure their commitment to the program.

July- October 2025 Complete FPP and Manure Storage evaluation site visits and promote the NMFE class

October 2025 Conduct a soil sampling demonstration at the Sauk County Farm showing producers how to take and submit soil samples for testing

October-November 2025 Perform manure spreader calibrations upon request. Meet with farmers on their farm to assist with soil sampling and mapping

December 2025 - January 2026 Conduct two NMFE classes (one for new and one refresher) at MATC Reedsburg Campus with Extension staff assisting with the NMFE program curriculum.

December 2025- March 2026 Follow up with each landowner to ensure they complete their 2025 NMP. This ensures that they will have a plan to follow prior to the spring planting season. Meet each landowner at their farm to ensure SnapPlus is working on their home computer and that they have all the components of the plan in place.

April 2026- Reached out to the participants reminding them of the payment they can get if they send me their fertilizer bills

June 2026 Submit final project report and completed 590 checklists for each plan

July through post-harvest 2026 Continue to follow up with each farmer to discuss crop yields and assist them with fine-tuning their NMP. Complete a post-harvest consultation with each participant.

December 2026 - January 2027 Conduct two NMFE classes (one for new and one refresher) at MATC Reedsburg Campus with Extension staff assisting with the NMFE program curriculum.

ATTACHMENT D

PROJECT BUDGET

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

Sauk County Land Resources and Environment Department

Category	2026 Grant Amount	2026 In-Kind/Match
Soil Testing	\$4,400.00	\$0.00
Manure Analysis	\$200.00	\$0.00
Participant Stipend	\$9,000.00	\$0.00
Administration	\$0.00	\$22,028.00
Support Costs	\$1,510.00	\$0.00
Laptops	\$0.00	\$0.00
TOTAL	\$15,110.00	\$22,028.00

Changes in approved expenditure categories must be approved in advance by the Department’s NMFE program manager.

Expenditures may not exceed the amount of the funds authorized for this Contract.

ATTACHMENT E**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.

The Grantee shall seek reimbursement from the Department by submitting no more than two payment requests within the award year on a Department-approved reimbursement form, submitted no later than 2/15/2027. The final payment of 25% (**\$3,777.50**) of the total grant award shall be withheld pending Department receipt of both the final reimbursement request and the final report from the Grantee.

With each request for payment, Grantee shall provide nutrient management checklists along with any soil sampling and participant stipends.

The Grantee shall also retain receipts and proof of payment for each eligible cost incurred during the Performance Period, including statements, invoices, timesheets, contracts, or written receipts for all supplies and services provided by contractors for this Project.

With each reimbursement request, the Grantee shall include the in-kind or direct support provided in each of the categories during the Performance Period.

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

ATTACHMENT F**REPORTING REQUIREMENTS****A. Report**

The Grantee shall comply with the fiscal and Program reporting requirements of the Division as set forth in the NMFЕ program guidelines and/or attachments to this Contract or as requested by the Division.

Reports shall be submitted to the Division in accordance with the NMFЕ program specific reporting requirements detailed below or as directed by the Division. The Department reserves the right to amend and require additional information or reports as needed.

B. Program-Specific Reporting Requirements

1. No later than 2/15/2027, provide the Department with a Project report on work activities performed and deliverables provided during the Performance Period using the NMFЕ Final Report template available on the [NMFЕ website](#). All awardees must submit a final report, including awardees who extend unspent funds into the next year and those which do not expend any funds. At a minimum, the Project report must include: dates and locations of training events, numbers of participants, number of WI NRCS 590 compliant nutrient management plans developed or updated, total number of acres planned, and documentation of in-kind contributions and copies of nutrient management checklists. The Department may request additional information or reports before making any reimbursements or for any other purposes consistent with this Contract.
2. The Grantee will keep records of the Grantee's activities under this Contract, including records of all funds received and spent, and records to support the Grantee's reimbursement requests under this Contract. The Grantee will manage financial records according to generally accepted accounting principles and practices.
3. The Grantee shall retain all records and forms related to the award and its administration, including original subcontracts, if any, and receipts for disbursements for a minimum of 3 years after the end of the performance period. In the event of a dispute involving any records, the Department may require the Grantee to keep those records for an additional period of time specified by the Department.
4. The Grantee will make the records available to the Department or its designee for inspection, audit, and copying upon request. The Grantee will provide proper facilities for the inspection, audit, or copying.