

EXHIBIT A

COUNTY OF SAUK

WATER QUALITY BROKERING AGREEMENT

This Water Quality Brokering Agreement ("Agreement") is entered into between the County of Sauk, Wisconsin, a Wisconsin quasi-municipal corporation ("County") and Village of Cazenovia, a Wisconsin municipal corporation ("Cazenovia").

WHEREAS, County and Cazenovia (collectively "Parties") wish to collaborate in the development and implementation of a Water Quality Trading Plan.

WHEREAS, Cazenovia is seeking authorization as part of its Wisconsin Pollution Discharge Elimination System ("WPDES") permit to obtain phosphorus trade credits from Water Quality Trade Projects within the designated watershed to offset the WWTP discharge of total phosphorus as allowed in their permit by entering into this Agreement with County as authorized by Wis. Stat. § 283.84(1)(c).

WHEREAS, County is willing to serve as a broker and credit generator, and will have in place conservation practices that reduce total phosphorus pollution in the Watershed HUC 12 # 070700040203 and Watershed HUC 12 # 070700040204.

NOW THEREFORE, for the mutual promises, obligations and benefits provided hereunder, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. TERM. The term of this Agreement shall commence as of the date by which all Parties hereto have executed this Agreement and shall have no fixed expiration date. Either party may terminate this Agreement without cause on 30 days' advance written notice, provided that the requirements of this paragraph do not apply to a termination under item 7.

2. RESPONSIBILITIES OF COUNTY. The County shall:

- a. Provide Water Quality Trading Plan Assistance.
 - i. Provide conservation practice and credit generator related information to Cazenovia for completion and approval of Cazenovia's Wisconsin Department of Natural Resources ("WDNR") WPDES required Water Quality Trading Plan.
- b. Provide Conservation Practice Planning Services.
 - i. Assist Cazenovia with finding landowners and potential projects that reduce nutrient and sediment runoff.
 - ii. Work with landowners to establish and implement objectives that reduce phosphorus discharges.

- iii. Identify and evaluate alternative conservation practices and/or engineered solutions that could result in total phosphorus and total suspended solids reductions as determined through one-on-one conversations and farm walk-overs with landowners, producers, renters, or consultants.
- iv. Analyze available information to establish current baseline conditions including estimated total phosphorus and total suspended solid losses.
- v. Formulate options for installing conservation practices and/or structural practices to address total phosphorus and total suspended solids discharged and evaluate the effectiveness of these options with landowners.
- vi. Consult with landowners to make conservation practice implementation plans that may reduce total phosphorus and total suspended solids and address other resource concerns as appropriate.
- vii. Assist landowners with developing timelines to implement conservation practices.
- viii. Assist Cazenovia and landowners develop a WQT Agreement.
- ix. Develop cost estimates for planned and designed practices where the County is providing the technical services.

c. Technical Services

- i. Conduct survey and design work for conservation practices.
 - ii. Review third party construction plans when the County is not the primary technical service provider.
 - iii. Bid the construction work and provide the reports to Cazenovia for approval.
 - iv. Conduct construction oversight of conservation practice installation.
 - v. Verify and document that conservation practices are installed in accordance with the design and applicable technical standards.
- d. Calculate and quantify nutrient and or sediment reductions. County shall invoice Cazenovia monthly by the 15th day of the month. Billable hours will be documented with time, date, and service provided. Invoices shall be due and payable by Cazenovia to County within 60 days of Cazenovia's receipt of the invoice. Unpaid balances which remain outstanding after the due date shall be assessed a penalty at the rate of one percent (1%) per month on the outstanding balance as of the last day of the month. All payments shall be made payable to Sauk County Treasurer. Payments shall be mailed to Sauk County Land Resources and Environment Department, 505 Broadway, Baraboo, WI 53913.

e. Annual Inspections and Certifications

f. Reporting of water pollution credits:

- i. Written notice of any potential conservation practices resulting from services provided under this Agreement. Written notice shall include:
 - 1. Location and name of potential conservation practice(s) to be implemented;
 - 2. Name of landowner and/or operator implementing the conservation practice(s);
 - 3. Estimated phosphorus reductions by practice;
 - 4. Estimated costs for conservation practice(s) implementation; and
 - 5. Estimated staff time and costs.
 - ii. Written Notice of Credit Generation to Cazenovia as to the total phosphorus credits that can be used by Cazenovia as a result of conservation practice implementation. Written notice shall include:
 - 1. Pounds of total phosphorus credits available;
 - 2. Conservation practices implemented that are generating credits;
 - 3. Data of credit generation;
 - 4. Models used to calculate credits; and
 - 5. Trade ratios applied to credit calculations provided to Sauk County by Cazenovia.
- g. Annual inspections and certifications that installed practices are functioning and generating reported total phosphorus and total suspended solids credits. Certification shall include:
 - i. Date of Credit Generation/Inspection;
 - ii. Statement of finding indicating that the practices are functioning and being maintained according to the operation and maintenance plan;
 - iii. Any deficient items identified in the operation and maintenance plan if applicable;
 - iv. Remedies as to how, who, and in what timeframe corrections will be made for identified deficient items;
 - v. Amount of total phosphorus and total suspended solids credits available to Cazenovia; and
 - vi. Duration of the availability of the total phosphorus and total suspended solids credits based on the design life expectance and maintenance of the practices implemented.
- h. An annual report submitted by February 1st containing inspection and certification information.

3. RESPONSIBILITIES OF CAZENOVIA. Cazenovia or its designee shall:

- a. Meet with the County a minimum of twice per year to discuss conservation project progress and conditions set forth in this Agreement.
- b. Assist County in identifying willing conservation project participants and work with the County on identifying viable phosphorus reducing conservation projects.
- c. Make landowner conservation practice funding decisions after receiving a funding request from a landowner for the implementation of conservation practices that reduce phosphorus. Cazenovia shall make funding decisions within (60) days of being notified of the funding request.
- d. Cazenovia shall designate an employee or official to serve as its authorized agent for purposes of implementing this Agreement. Cazenovia shall notify County of any change in its authorized agent.
- e. Cazenovia shall be responsible for all construction costs associated with implementing conservation practices under this Agreement. County shall monitor construction projects and review the contractor's pay applications. Cazenovia shall make payments directly to the construction contractor within 30 days after Village Board approval of pay applications.
- f. Cazenovia shall reimburse County for County's labor costs under this Agreement, including planning, review, travel time, and any other labor costs incurred by the County, at rates referenced below:
 - i. \$40.14 per hour, pro-rated for fractions of an hour to the nearest 1/10th hour for fiscal years 2022.
 - ii. For future years, said hourly rate will increase to accommodate annual salary and benefit costs to the County. County shall provide updated costs by November 1st annually.
 - iii. Cazenovia's obligation for payment shall not exceed \$7,500.00 without amendment to this Agreement.

4. LIABILITY. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any loss, claims, and liabilities which are attributed to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors and omissions and those of its employees, agents, boards, commissions, agencies, offers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

5. MISCELLANEOUS

- a. Cazenovia Personnel. Cazenovia agrees to secure, at Cazenovia' own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of County nor shall they or any of them have or be deemed to have any direct contractual relationship with County.
- b. Controlling Law and Venue. It is expressly understood and agreed to by the Parties hereto that in the event of any disagreement or controversy between the Parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Sauk County Circuit Court.
- c. Assignment. Except as permitted or provided for herein, neither Party shall assign or transfer interests in this Agreement without prior written consent of the other Party hereto.
- d. Limitation of Agreement. This Agreement is solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- e. Entire Agreement. The entire agreement of the Parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof. This Agreement shall not be amended in any fashion except in writing, executed by both Parties.
- f. Counterparts. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- g. Parties agree to the terms and conditions in the attached Exhibit A.

IN WITNESS WHEREOF, the Parties have executed this Water Quality Brokering Agreement.

VILLAGE OF CAZENOVIA

Village President

Date:_____

SAUK COUNTY

Brent Miler, Administrator

Date:_____