

WISCONSIN TARGETED RUNOFF MANAGEMENT (TRM)
 GRANT PROGRAM
GRANT AGREEMENT

Form 8700-328 (rev. 30Oct2015)

Notice: By signing and dating this grant agreement, grantees indicate concurrence with terms of this agreement, authorized under ss. 281.65 and 283, Wis. Stats., and chs. NR 151, 153, 154, and 243, Wis. Adm. Code. Signed agreement must be returned to the address above within 30 days so that funds will be reserved for this project. Failure to return a signed agreement will result in denial of grant funds. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

PART 1. GRANT ADMINISTRATION INFORMATION

Grant Number TRC-TRC37000CLY16	Grant Award Date January 1, 2016		
Grantee (Unit of Government) Marathon County			Total Grant Amount: \$805,135 State Funding: \$165,311 Federal Funding: \$639,824
Project Name Fenwood Creek Watershed Project		Grant Period From January 1, 2016 Through December 31, 2018	
Authorized Government Official Rebecca Frisch, Director, Co Cons., Plan, Zone		Grantee Contact Andy Johnson, Conservation Specialist	
Street Address 210 River Drive		Contact's E-mail Address ANDY.JOHNSON@MAIL.CO.MARATHON.WI.US	
City, ZIP Code, County Wausau, 54403, Marathon County		Contact's Telephone Number (715)261-6002 Fax No. (715)261-6016	
Name of Department Regional Nonpoint Source Coordinator, Phone Number and Email Address Terry Kafka, (715)355-1363, terence.kafka@wisconsin.gov			DNR Region West Central Region

PART 2. ELIGIBLE COST-SHARING BUDGET

Note: Budget line items below cannot be exceeded without advance written approval from the DNR.

	TRM Grant State Cost-Share Amount	Federal Funds Provided in this Agreement?		
		X	Yes	No
1. BMP Cost-Share:				
a. CROPPING BMPS	\$25,375.00			
b. LOCAL ASSISTANCE ACTIVITIES	\$39,825.00			Y
c. STRUCTURAL BMP INSTALLATION	\$739,935.00			
		Cost-share Percentage for this agreement: 70		
2. Total Maximum TRM Grant Amount	\$805,135.00	Submitted by April 15, 2015, deadline?		
		Y	Yes	No

PART 3. PURPOSE AND SCOPE

This grant provides funding and authorizes cost-share reimbursement by the DEPARTMENT for the above named project as described in the grant application submitted for the grant period in Part 1 above. The following eligible Best Management Practices (BMPs) and activities to address ch. NR 151 performance standards and prohibitions or Total Maximum Daily Load goals are consistent with project budget identified in Part 2 above. Eligible BMPs include:

[R1] Access Roads and Cattle Crossings
[R2] Animal Trails and Walkways
[R3] Barnyard Runoff Control Systems
[R6] Critical Area Stabilization
[R7] Diversions
[R9] Filter Strips
[R11] Heavy Use Area Protection

[R13] Livestock Fencing
[R14] Livestock Watering Facilities
[R15] Manure Storage System Closure
[R16] Manure Storage Systems
[R17] Milking Center Waste Control Systems
[R20] Prescribed Grazing
[R23] Riparian Buffers
[R24] Roof Runoff Systems
[R26] Sediment Basins
[R30] Subsurface Drains
[R31] Terrace Systems
[R32] Underground Outlets
[R33] Waste Transfer Systems
[R34] Wastewater Treatment Strips
[R35] Water and Sediment Control Basins
[R36] Waterway Systems
[R52] Feed Storage Leachate

PART 4. CONDITIONS

A. General Conditions:

A.1. The Wisconsin Department of Natural Resources (DEPARTMENT) and the GRANTEE identified in Part 1 above mutually agree to perform this agreement in accordance with the TRM grant program and s. 281.65, Wis. Stats., and chs. NR 151, NR 153, and NR 154, Wis. Adm. Code., and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.

A.2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or covenants pertaining to this agreement are superseded. Any revisions to this agreement must be made by written amendment, signed by both parties, prior to the termination date of this agreement, whether for changes in scope, grant period, or cost.

A.3. Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for reimbursement under this agreement, at the DEPARTMENT's discretion.

A.4. Eligibility for cost-sharing reimbursement is governed by the provisions of s. NR 154.04 and ch. NR 153, Wis. Adm. Code. Cost-share rates and applicability may be further limited by departmental contract approval(s), which may restrict the cost-share amount due to the eligibility requirements of the statute and codes.

A.5. The amount listed in Part 2 above is the maximum amount the DEPARTMENT may reimburse under this agreement.

A.6. Neither the GRANTEE nor any landowner or land operator may adopt any land use or practice that reduces the effectiveness or defeats the purposes of any BMP installed under this agreement.

A.7. The GRANTEE:

1. Agrees to comply with all applicable Federal, Wisconsin, and local laws in fulfilling the terms of this agreement.
2. Promises to execute the project described in accordance with this agreement.
3. May decline offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement and in writing.

4. Agrees that its employees or agents are not employees or agents of the DEPARTMENT for any purpose including Worker's Compensation.
5. Agrees, to save, keep harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of GRANTEE's employees, agents or representatives.
6. Agrees to reimburse the DEPARTMENT of any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the GRANTEE fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment.
7. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation 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. The GRANTEE further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The GRANTEE agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
8. Agrees to maintain a financial management system, separate from all other GRANTEE activities, for this agreement. The GRANTEE agrees that accounting for project funds shall conform to generally accepted accounting principles and practices.
9. Agrees to comply with all applicable local and state contract and bidding requirements. GRANTEE should consult its legal counsel with questions concerning contracts and bidding. For assistance, GRANTEE may consult Procurement Guide for Local Governments Receiving DNR Grants.
10. Agrees that accounting and fiscal records shall be maintained in accordance with the applicable administrative codes governing this agreement. At a minimum, GRANTEE shall retain and make available all fiscal records pertaining to this agreement for three years after the date of final settlement, or three years after the end of the Grant period, whichever is later, or for a longer period if required by the DEPARTMENT for audit purposes.
11. Agrees to enter into a cost-share agreement (CSAs) with landowner(s) or land operator(s) using forms provided by the DEPARTMENT if BMP will be constructed on land not owned by the GRANTEE. The CSA must include appropriate operation and maintenance requirements. The CSA installation period can be no longer than the grant period of this agreement. Each CSA exceeding \$50,000 for professional service and construction contracts, construction designs, and appraisals must be approved by the DEPARTMENT regional Nonpoint Source Coordinator before GRANTEE and landowner or land operator sign. The cost share rate included in the CSA shall not exceed the rates specified in chs. NR 153 and 154, Wis. Adm. Code, or in Part 2 of this agreement. Each CSA or amendment of CSA shall be recorded with the County Register of Deeds and promptly submitted to the DEPARTMENT's regional Nonpoint Source Coordinator identified in Part 1 above.
12. Agrees to perform periodic inspections of the project site after the grant period to ensure that all participating landowners and land operators are complying with the CSA maintenance requirements and applicable administrative code governing this agreement.
13. Shall not issue funds under this agreement to individuals that are delinquent in child support or child maintenance payments per s.144.25(9)(L), Wis. Stats. Prior to signing a CSA agreement with the landowner or operator, the GRANTEE shall verify that CSA recipient is non-delinquent by viewing the Department of Workforce Development website.

14. Agrees to comply, at its own expense, with annual Single Audit requirement. Annual Single Audit requirements are specified in 2 CFR Part 200, titled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"). The GRANTEE agrees to have an audit performed in accordance with the Uniform Guidance if the GRANTEE expends \$750,000 or more in combination of state and federal funds during the calendar year. Wisconsin State Single Audit Guidelines may be found at: <http://www.doa.state.wi.us/Divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines> issued by the Wisconsin Department of Administration (DOA), State Controller's Office.
15. Agrees to submit quarterly progress reports about this project to the DEPARTMENT's regional Nonpoint Source Coordinator identified in Part 1 above using a form specified by the DEPARTMENT.
16. May request partial reimbursements from the DEPARTMENT for completed project components. Reimbursements are not possible for work done before or after the grant period identified in Part 1 above or for components not specified in the Part 3 of this agreement. Reimbursements are contingent upon availability of funds. Reimbursement request(s) must be submitted to the DEPARTMENT regional Nonpoint Coordinator identified in Part 1 above and must be accompanied by proof of purchase documentation (examples include consultant/contractor contracts and invoices).
17. Agrees to submit a Final Report (DNR Form 3400-189) to the DEPARTMENT regional Nonpoint Source Coordinator, in conjunction with request for final payment, that details practices installed, results expected/obtained, and maintenance strategy for BMPs installed. The DEPARTMENT shall not issue final payment to the GRANTEE until the Final Report is approved by the DEPARTMENT regional Nonpoint Source Coordinator. Use this link to access Final Report materials under the "Resources" tab: <http://dnr.wi.gov/Aid/NOD.html>
18. Shall ensure that DEPARTMENT representatives have access to land on which grant-funded activities are being planned or undertaken, before, during and after BMP installation.

A.8. The DEPARTMENT:

1. Promises, in consideration of the covenants and agreements made by the GRANTEE, to obligate for the GRANTEE the amount identified in Part 2 above and to tender to the GRANTEE that portion of the obligation that is required to pay the DEPARTMENT's share of the costs based on the cost-share percentage listed on Part 2 above for work performed and expenses incurred during the grant period noted in Part 1 above for eligible project costs.
2. Agrees that the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the project is progressing or has been completed in compliance with this agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The GRANTEE is an Independent Contractor for all purposes, not an employee or agent of the DEPARTMENT. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.
3. Agrees to notify the GRANTEE at the beginning of each calendar year about award of Federal funds in a prior calendar year as an aid for GRANTEES that undergoing Annual Single Audit.

B – Special Conditions

B1. Natural Heritage Concerns. If historical/cultural artifacts are unearthed or environmental hazards are discovered during any earth disturbance activity under this agreement, the GRANTEE must immediately stop construction activities and notify the DEPARTMENT's regional Nonpoint Source Coordinator to determine the appropriate response.

B.2. Compliance Notification. GRANTEE shall provide a written record to the cost-share recipient of any croplands and livestock facilities brought into compliance with ch. NR 151 performance standards and prohibitions as a result of a project conducted under this agreement. A copy of that written record shall be provided to the DEPARTMENT's regional Nonpoint Source Coordinator. The written record shall clearly identify:

- the locations of the livestock facilities or croplands brought into compliance;

- the specific performance standards and prohibitions with which each of the identified livestock facilities and croplands comply;
- a statement that, under Wisconsin law, compliance at these sites must be maintained in perpetuity regardless of future cost-sharing.

B.3. WPDES Permit Potential. GRANTEE shall withhold reimbursement from cost-share recipients who, within twelve (12) months of commencing construction of a practice funded under this agreement, intend to expand livestock operations to the extent that they will be required to apply for a WPDES permit under s. NR 243.12 (1) (a) or (b), Wis. Adm. Code, if such practice(s) would be covered under the permit. If reimbursement is made within this timeframe, GRANTEE shall require the cost-share recipient to return all applicable reimbursements.

B.4. Federal Financial Administration Requirements. Federal funds provided under this agreement are part of a Clean Water Act Section 319 grant, Federal grant number C900591715, CFDA # 66.460, awarded to the DEPARTMENT and administered by the US Environmental Protection Agency (EPA). As a subrecipient of these federal funds, the GRANTEE (DUNS number 001713882) agrees to comply with 2 CFR Part 200, titled "Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards" (also referred to as "Uniform Guidance").

B.5. DNR Form 9300-230. The DEPARTMENT has provided you with a grant that includes funding from a Federal agency or another Wisconsin agency. As a result, the GRANTEE must complete and submit DNR Form 9300-230 so that the DEPARTMENT may accurately report non-state funds that are used as match to the Federal grant that the DEPARTMENT received, including: cash contributions from the GRANTEE; donated labor, material, or equipment usage from the landowner or land operator; Force Account labor; and donated volunteer labor, supplies, equipment, or equipment usage. Failure to provide information requested may result in denial of future Federal grant funding to the DEPARTMENT.

PART 5. INELIGIBLE COSTS

1. Costs incurred, or work performed, either prior to or after the grant period identified in Part 1 above, unless specifically authorized in the grant Scope.
2. Costs for installation of a BMP that does not meet the conditions of the applicable administrative codes governing this grant or that are inconsistent with the grant application.
3. Costs for BMPs identified as ineligible in the applicable administrative codes governing this grant or that are specifically excluded in a grant approval letter.
4. Costs that exceed or do not satisfy the cost containment procedures of the applicable administrative code governing this grant.
5. Costs to perform operation and maintenance of BMPs.
6. Costs specified in NR. 153.15(2), Wis. Admin. Code.

FOR THE GRANTEE
By

FOR THE STATE OF WISCONSIN
By

Paul Dajko

Authorized Representative

Patrick Kruszynski for

Mary Rose Teves, Director
Bureau of Community Financial Assistance

Land and Water Program Director

Title

1/8/2016

Date Signed

15 December 2015

Date Signed

(Print Name, If Different from Authorized Government Representative in Part 1.)

PROJECT CONTACT PAGE

INSTRUCTIONS: In the spaces below, insert contact information for the person **most directly involved** with this particular project. The Department will contact the person named for all matters related to this project.

Grant No.	TRC-TRC37000CLY16
Governmental Unit	Marathon County
Project Contact Name	Ken Pozorski & Andy Johnson
Project Contact Title	Conservation Analyst
Project Contact Mailing Address	210 River Dr. Wausau, WI 54403
Project Contact Phone Number (direct):	(715) 261-6002 Extension: (715) 261-6004
Project Contact E-Mail Address:	ken.pozorski @ co.marathon.wi.us

Address to which reimbursement checks should be sent if different than contact information above:

Name	Diane Hanson
Title	Administrative Manager
Mailing Address	210 River Dr Wausau, WI 54403
Phone Number (direct):	(715) 261-6037 Extension:
E-Mail Address:	diane.hanson @ co.marathon.wi.us

If information provided on this page -- or any information in Part 1 of this grant agreement -- should change during the Grant Period, please provide that information to DNR Nonpoint Grant Manager and the DNR regional Nonpoint Source Coordinator.

Please complete this Contact Page and transmit with the signed grant agreement using one of the return methods below. (Email is preferred.)

Via E-mail:	Via US Postal Service:
DNRCFANONPOINTGRANTS@wisconsin.gov	Nonpoint Grant Manager Bureau of Community Financial Assistance Wisconsin DNR P. O. Box 7921 Madison, WI 53707-7921

Thank you very much.

Staff of DNR Nonpoint Source Grant Program