

## RECYCLING GRANTS TO RESPONSIBLE UNITS GRANT CONDITIONS

### **A. GENERAL CONDITIONS**

1. **PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the Responsible Unit Recycling Program (hereafter GRANTEE) mutually agree to perform this agreement in accordance with the *RECYCLING GRANTS TO RESPONSIBLE UNITS GRANT* Program and with the application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. **INDEPENDENT CONTRACTOR.** The GRANTEE is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **SUSPENSION OF OBLIGATIONS.** Failure by the GRANTEE to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement at the DEPARTMENT's discretion.

### **B. SPECIAL CONDITIONS**

1. The GRANTEE agrees to specifically comply with the provisions of ch. [287, Wis. Stats.](#), and chs. [NR 542](#) and [544](#), Wis. Admin. Code.
2. The GRANTEE must maintain Effective Recycling Program approval in order to remain eligible for this grant. "Effective Recycling Program" is defined in s. [NR 542.03\(5\), Wis. Admin. Code](#).
3. The GRANTEE agrees that no construction of any recycling related activity will begin until all necessary permits and approvals are obtained.
4. Funding of yard waste composting facility operation does not imply DNR approval of a yard waste compost facility under ch. [NR 502, Wis. Admin. Code](#). All yard waste compost facilities over 50 cubic yards operated by the GRANTEE must first be issued a license from the Department. If -- by December 31 of the year in which you are receiving the grant -- a license for a yard waste compost facility has not been received, waste costs may be deducted from net eligible costs for that year.
5. The GRANTEE must submit actual cost information to the Department per the Annual Reporting requirement indicated in [NR 544.10, Wis. Admin. Code](#), the year following receipt of the grant award.
6. Any grant award made by the DEPARTMENT to the GRANTEE in excess of the amount determined to be actual, eligible recycling costs per [NR 544.10 Wis. Admin. Code](#) Annual Reporting requirements, shall be reimbursed to the DEPARTMENT within 60 days of the notice of overpayment.
7. The GRANTEE shall conduct land purchase in accordance with state laws on acquisition of property for public purposes as defined in s. 32.06, Wis. Stats., and with Public Law 91-646, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as defined in s. 32.185-27, Wis. Stats. and ch. Comm. 202, Wis. Adm. Code.
8. The GRANTEE agrees to operate and provide adequate maintenance of facilities purchased or developed with state grant assistance.
9. The GRANTEE shall insure that department representatives will have access to the recycling facilities, including construction activities.
10. No GRANTEE may pay above the Prevailing Market Rate, as defined in [ch. 287, Wis. Stats.](#), for recyclables for any year in which it receives grant assistance.

**The GRANTEE agrees:**

- a. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance 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 terminated, modified, or amended only by mutual agreement of both parties in writing.
- b. **EXECUTION OF AGREEMENT.** To execute their recycling program in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.
- c. **APPLICABLE LAW.** To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
- d. **BIDDING.** To comply with all applicable local and state contract and bidding requirements. The GRANTEE should consult its legal counsel with questions concerning contracts and bidding. Please refer to the *Procurement Guide for Local Governments Receiving DNR Grants* by clicking on this link: <http://dnr.wi.gov/Aid/documents/procurementguide.pdf>
- e. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS.** To comply with the Recycling Grants to Responsible Units grant procedures. Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for the recycling program. These funds shall be expended only for eligible program costs, per [NR 542.05 Wis. Admin. Code](#). Accounts, documents, and records related to the recycling program shall be retained by the GRANTEE for a period of three (3) years following the end of this agreement. The GRANTEE agrees to allow the DEPARTMENT access and view to these records upon request.
- f. **WISCONSIN STATE SINGLE AUDIT GUIDELINES.** Responsible Units shall comply with annual Single Audit requirement as specified in OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations" and the Wisconsin State Single Audit Guidelines issued by the Wisconsin Department of Administration (DOA).
- g. **INDEMNIFICATION.** To save, hold harmless, defend, and indemnify the State of Wisconsin, the DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and 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.
- h. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this agreement as described. In addition, should the GRANTEE fail to comply with the conditions of this agreement 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.
- i. **NON-DISCRIMINATION.** 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, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., 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. The GRANTEE agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this Agreement or withholding of payment.

**The DEPARTMENT agrees:**

- a. **GRANT PAYMENT.** That the amount of the grant payment represents full payment to the GRANTEE for the calendar year.
- b. **INDEPENDENT CONTRACTOR.** 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 herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the 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 DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE's employees or agents.
- c. **ACCESS TO RECORDS.** To retain its right to examine all accounts, documents, and records of the GRANTEE as they relate to this agreement.
- d. **TERMINATION.** To reserve its right to terminate this agreement for failure by the GRANTEE to comply with any provision of this agreement.
- e. **TRIBES.** As a federally recognized Indian tribe, acceptance of these terms does not constitute a waiver of sovereign immunity.