

MEMORANDUM OF AGREEMENT

Wisconsin Standards Oversight Council

This memorandum of agreement (“Agreement”) is among the following agencies and organizations (herein “Parties” - plural, or “Party” - singular):

- USDA Natural Resources Conservation Service (NRCS);
- Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP);
- Wisconsin Department of Natural Resources (DNR);
- Wisconsin Department of Transportation;
- UW-Madison Division of Extension; and
- Wisconsin Land and Water Conservation Association (WI Land+Water)

Note: In the future, other agencies and/or associations may become Parties to this Agreement.

Recitals

Whereas, the Parties recognize that conservation practice technical standards (“Technical Standards”) associated with urban and rural development, roadways and agricultural practices are an important component of soil and water conservation efforts in Wisconsin, as they:

- Establish minimum criteria for the planning, design, installation, operation and maintenance of conservation practices; and
- Offer a sound basis for the expenditure of public funds and compliance with certain environmental regulations; and
- Protect the state’s natural resources while minimizing risks to the landowner/manager, the conservation professional, and the taxpayer; and

Whereas, to maintain conservation program credibility and fairness among participants, the Parties support uniform Technical Standards based on current research, field experience and the best available technology; and

Whereas, the Parties collectively acknowledge the need for a coordinated interagency process to ensure quality, uniformity and openness in the development of Technical Standards, but individually lack resources to do it alone; and

Whereas, since 1995, the Standards Oversight Council (“SOC”) has offered a Technical Standard process and related services that meet the above noted goals, while satisfying State legislative mandates related to Technical Standards under section 281.16 Wis. Stats.

Now therefore, in consideration of these premises, the Parties, under the authorities described below, mutually agree as follows:

Agreement

I. Purpose/Scope

The purpose of this Agreement is to confirm the Parties’ support for, and participation in SOC. The scope of the Parties’ duties as members of SOC generally include overseeing and coordinating an interagency, collaborative process for the development, maintenance and dissemination of Technical Standards for urban and rural soil and water conservation practices in Wisconsin. More details on duties are contained in the SOC Technical Standards Process Handbook (available at <https://socwisconsin.org/>).

II. Authority

This Agreement was developed within the authority of sections 93.06(11)(a), 281.16(3)(a), 281.16(2)(b), 281.65 and Chapter 92, Wis. Stats., the Clean Water Act of 1987, the Soil Conservation and Domestic Allotment Act (16 USC section 590a-f) as amended, Public Law 74-46, Public Law 83-566, and Office of Management and Budget (OMB) Circular 1-102 and the Smith Lever Act (7 USC 341 et seq.) as amended and current state and federal farm program legislation.

Nothing in this document is meant to change delegation of authority to individual agencies or associations. The parties to this Agreement may adopt Technical Standards within their area of interest, expertise and authority.

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wisconsin.

III. Responsibilities

It is understood by each Party to this Agreement that:

- 1) Representation on SOC shall be by appointment of their respective agency or organization.
- 2) They shall follow the processes, policies and responsibilities contained in the SOC Technical Standards Process Handbook, as reviewed biennially and periodically updated by the Parties.
- 3) They shall provide the necessary staff and support to individual Technical Standards development and revision teams, as available, and within their area of interest and expertise.
- 4) WI Land+Water shall, subject to sufficient funding from the Parties:
 - a) Employ, house and supervise the SOC Program Manager position, which shall lead the SOC process;
 - b) Prepare, administer, and report to SOC on the annual budget for the SOC process.
- 5) Each Party will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of the SOC. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- 6) Nothing in this agreement shall obligate the Parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Negotiation, execution, and administration of each such agreement shall comply with all applicable statutes and regulations.
- 7) This agreement is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

IV. Agreement Period and Termination

This Agreement shall be effective from the date of last signature and shall remain in effect until termination. Any Party may terminate upon 180-day prior written notice to the other Parties. This Agreement shall be

reviewed annually by SOC. If any provision of the Agreement is held invalid, the remainder of the Agreement shall remain in full effect, so long as the purpose of the Agreement can be continued.

This Agreement, consisting of 4 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

V. Amendments

This Agreement may be amended by the mutual written concurrence of all Parties.

VI. Nondiscrimination

Activities conducted under this Agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Chapter 16.765 of the Wisconsin Statutes requiring the posting in conspicuous places, available for employees and applicants for employment, of notices to be provided by the contracting officer setting forth the provisions of the State of Wisconsin nondiscrimination clause, and in accordance with the USDA Natural Resources Conservation Service Department Regulation 4300-003 which identifies policy requirements for ensuring notification of the USDA equal opportunity policy to the public, and customer awareness of the USDA nondiscrimination policy and other pertinent information ensuring broad dissemination of the policy to the public.

This Agreement may be executed in counterparts and by signature sent by facsimile or electronically, each of which shall be deemed an original for all purposes. Each Party has duly approved this Agreement and authorized its execution on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein:

Wisconsin Land and Water Conservation Association

DocuSigned by:
By: Matt Krueger Date: 11/12/2020
2F64CFB1DA3D447...
Name and Title: Matt Krueger Executive Director

Wisconsin Department of Agriculture, Trade and Consumer Protection

DocuSigned by:
By: KA Smithback Date: 11/13/2020
43DA3064964F478...
Name and Title: KA Smithback Administrator-Management Services

Wisconsin Department of Natural Resources

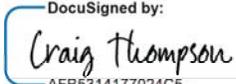
DocuSigned by:
By: Beth Bier Date: 12/7/2020 | 6:48 PM CST
7372F609DAE441F...
Name and Title: Beth Bier Deputy Secretary

United States Department of Agriculture - Natural Resources Conservation Service

DocuSigned by:
By:  Date: 11/12/2020
C322AF687E314AD...

Name and Title: Angela L. Biggs State Conservationist

Wisconsin Department of Transportation

DocuSigned by:
By:  Date: 11/23/2020
AFB5314177024C5...

Name and Title: Craig Thompson Secretary

UW-Madison Division of Extension

DocuSigned by:
By:  Date: 12/9/2020
92796E26F6F7479

Name and Title: Dan Langer AVC/Controller