

Summer Tribal Youth Program Guidance

January 2024



Bureau of Community Financial Assistance
Wisconsin Department of Natural Resources

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**Wisconsin Department of Natural Resources (DNR)
Summer Tribal Youth Program Team**

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Statutory Authority for Summer Tribal Youth Program

Created during the 2013 Legislative Session (2013 Wis. Act 20), enabling legislation for this program reads as follows:

Section 23.09 (27), Wis. Stats.

SUMMER TRIBAL YOUTH PROGRAM. The department may, in partnership with any of the federally recognized American Indian tribes or bands domiciled in this state, establish a summer program that provides members of the tribe or band who are 13 to 19 years of age with an opportunity to work on projects related to the conservation of natural resources. The department may not provide funding that exceeds 50 percent of the eligible program costs. The tribe or band shall be responsible for the remainder of those costs.

Part I. Eligibility

Federally recognized American Indian tribes or bands domiciled in the state of Wisconsin are eligible applicants. Eligibility may be suspended if the terms and conditions of a previous grant award were not met in accordance with the grant agreement. In this situation eligibility may be reinstated once compliance with the previous grant agreement is achieved, or as approved in writing by the DNR STYP Team.

Part II. Annual Program Timeline

September-November	DNR outreach to Wisconsin tribes and bands about upcoming grant cycle
March 1	Postmark Deadline for tribes and bands to submit grant applications to the DNR
April 15	Deadline for DNR to mail grant agreements to tribes and Bands
April 30	Deadline for tribes and bands to submit reimbursement requests to the DNR for grant awarded in the prior year.
May 1	Deadline for tribes and bands to return signed grant agreements to the DNR
First Friday in May	Deadline for the DNR to encumber grant funds for new grant projects.
May 15	Deadline for tribes and bands to request grant advance from the DNR
June 1 through September 1	Tribes and bands complete project
December 31	Deadline for tribes and bands to submit Summary Reports to the DNR for projects completed.

Part III. Source of Grant Program Funds

Wisconsin Statutes identify General Purpose Revenue (GPR) as the funding source for grants under this program. See s. 20.370(5)(fc), Wis. Stats. The current annual GPR allocation is \$250,000.00. Funds are allocated for each of the eleven tribes/bands in Wisconsin. Current allocation = $\$250,000/11 = \$22,727$ per tribe/band.

Funding Distribution If all tribes and bands apply by the deadline and the total of all grant applications is **greater than** \$250,000, then all applying tribes will receive the amount of their request not to exceed \$22,727. ($\$250,000$ divided by 11 tribes = $\$22,727.27$ /tribe, rounded to $\$22,727.00$.) Any grant balance remaining will be divided equally between those tribes requesting more than \$22,727.

If the total of all grant applications is **less than** \$250,000, then Department staff may contact applying tribes and bands to allow for application adjustments to request additional funding OR to allow tribes or bands to submit a second application. If the new total of all grant applications is still less than \$250,000, then each applicant will receive the amount of its application. If the new total of all grant applications is greater than

\$250,000, then all applying tribes and bands will receive the amount of their request not to exceed \$22,727. Any balance remaining will be divided equally between those tribes/bands requesting more than \$22,727.

Part IV. State Cost Share and Local Share

State Cost Share The Summer Tribal Youth Program operates on a cost-share basis. Wisconsin Statutes prescribe that grant funds provided under this program may not exceed 50% of total eligible project costs. That means the DNR is limited to award no more than 50% of total eligible project costs.

Participating tribes or bands can choose to request less than 50% of total eligible project costs from the DNR. The balance of project costs (called local share or ‘match’) is the responsibility of the participating tribe or band.

Local Share Tribes and bands participating in this program agree to contribute at least 50% of total eligible project costs from a combination of non-state funds or in-kind contributions. If a tribe or band requests a grant for less than 50% of total eligible project costs, the portion not paid by the DNR grant will be paid by the tribe.

Examples of non-state funds that may be used as local share include tribal gaming proceeds, foundation grants, or Federal grants. The local share may include cash expenses, in-kind contributions, and indirect expenses as defined in Table 1, Eligible Project Costs below.

The state cost share is the grant award amount and will be identified on the DNR grant agreement along with the local share.

Part V. Eligible Projects

Summer programs are intended to provide members of the tribe or band who are 13 to 19 years of age with an opportunity to work on projects related to the conservation of natural resources. Tribes and bands have flexibility to design projects that suit cultural needs, location, resources, and youth. All projects must promote student knowledge of natural resources careers.

Tribes and bands are encouraged to discuss project concepts with a DNR Summer Tribal Youth Program (STYP) team member before applying. See page 1 for list of STYP team members. Members of the DNR STYP team will guide tribes and bands regarding project and cost eligibility.

Part VI. Eligible Project Costs

Eligible project costs must be reasonable and necessary to complete the grant project. Eligible projects costs may include cash expenses and in-kind contributions donated to the project. Table 1 below lists types of eligible project costs. Note that indirect costs and in-kind contributions are only eligible as the local share match. Indirect costs and in-kind contributions should be recorded as ‘Donated’ in the application budget detail to document these items as project costs eligible as match only.

Table 1. Eligible Project Costs			
Project Costs	Local Share	Description	Notes
X	X	Salaries, wages, and fringe benefits for Tribal employees actively involved in the program	This includes time spent planning the program before grant application is submitted to the Department and during the grant project period
X	X	Youth stipend/salary	
	X	Indirect costs, defined as costs for activities or services that benefit the Summer Tribal Youth project and other projects undertaken by the tribe.	Examples include labor cost for director or staff of an organization that is working with the Summer Tribal Youth project
X	X	Cost of purchased services – examples: printing, mailing, room rental	
X	X	Cost of office space dedicated to this program	Cost per square foot for the months of the project
X	X	Cost for program recruitment and materials	Limited to 3% of the grant request
X	X	Hourly equipment rental charges	For the time the equipment is in use. Grant will not reimburse for idle item

X	X	Vehicle/equipment rental costs	Limited to WI DOT rate or, if no WI DOT rate is available, daily market rate if approved in application. Prorated to reflect the number of hours of actual use. (Example: Daily market rate \$60, divided by 8 = \$7.50 x 2 hours use = \$15.00.						
X	X	Actual mileage to transport Students to training for job sites.	Current State of Wisconsin Reimbursement Travel amount. For 2022: 51 cents per mile for automobiles						
X	X	Boat Daily rental/reimbursement rate	Motorized Boats = \$80 per day Pontoon = \$200 per day Kayaks/canoes = \$35 per day						
X	X	Actual training costs	For either tribal employees working on the project or youth participants						
X	X	Actual construction & garden supplies and materials associated with a larger approved project	Limited to 5% of the total grant amount						
	X	In-kind contributions: non-cash contributions to the project, including: supplies, materials, equipment, services or labor that are reasonable and necessary for the project	In-kind contributions are valued based on what the grantee would pay for similar supplies, materials, services, equipment, or labor based on existing contracts, schedules, or on the open market						
		Cost of meals for students and leaders associated with STYP projects.	Eligible rate for meals and breaks cannot exceed amount set for WI state employees.						
		<table border="1"> <thead> <tr> <th>Meals</th> <th>In state</th> <th>Out of state</th> </tr> </thead> <tbody> <tr> <td>Breakfast (leave before 6 am)</td> <td>\$ 9.00</td> <td>\$ 10.00</td> </tr> </tbody> </table>	Meals	In state	Out of state	Breakfast (leave before 6 am)	\$ 9.00	\$ 10.00	Receipts are not required for meals. The number of people, type of meal, and meal rate must be noted on the reimbursement form
Meals	In state	Out of state							
Breakfast (leave before 6 am)	\$ 9.00	\$ 10.00							

X	X	Lunch (leave before 10:30 am/return after 2:30 pm)	\$ 11.00	\$ 15.00	worksheet. Different meals should be claimed on different lines by date on which they were incurred.
		Home packed lunch (leave before 10:30 am/return after 2:30 pm)	\$ 4.00		
		Dinner (Return after 7:00 pm or overnight stay)	\$ 21.00	\$ 25.00	

In-Kind Contributions (Donated Value) In-kind contributions are goods and services supplied (donated) to a grant project at no charge to the grant project. The value of in-kind contributions may constitute part of the local share of the project and are categorized as ‘donated value’ in the application budget and at the time of reimbursement. In general, if an item is eligible as a cash expense it may also be eligible as in-kind match making up part of the local share of a project.

Examples of in-kind contributions include:

- Actual time spent by tribal employees on the project that are paid by tribal funds (also called “Force Account” labor.)
- Volunteer labor (valued at \$12/hour). Documented on form [8700-349A](#), or substantially similar documentation.
- Donated professional services (value to be set by invoice or in letter from donating company.) Documented on form [8700-350](#), or invoice or letter from donated company.
- Donated supplies and materials. The value is based on the purchase price declared by the donor in writing; an itemized receipt from the donor is also acceptable.
- Donated equipment (defined as individual item valued at \$5,000 or more) owned by Tribe or third-party donor. The WI Department of Transportation (WisDOT) Highway Maintenance Manual rates are used to establish the rate for use of donated equipment. See WisDOT “Classified Equipment Rates” and “Non-Standard Rates” in Chapter 02 - Administration, section 25 – Cost-Invoicing: <https://wisconsin.gov/Pages/doing-bus/local-gov/hwy-mnt/mntc-manual/chapter02.aspx>. If equipment is owned by the tribe/band, only hours the equipment is actually in use can count toward local share. If equipment does not appear in the WisDOT Highway Maintenance Manual, tribe or band shall determine value using local rental rates. Documented on form [8700-362](#), or substantially similar documentation.
- Other costs approved by the DNR.

Note: In-kind donated value is used to bring the state share up to, but not exceeding, the cash costs for the project. Funding may not be distributed above the actual cash expenses.

Part VII. Ineligible Project Costs

There are certain costs that may be required as part of the project but are not eligible for reimbursement under this program. Ineligible costs include, but are not limited to:

- ❑ Gasoline
- ❑ Repairs to equipment
- ❑ Fees or any costs associated with Wildlife Rehabilitation, includes but not limited to, the care or treatment to an orphaned, sick or injured wild animal for the purposes of releasing it back into the wild
- ❑ Costs incurred prior to the date on which the DNR signs the grant agreement will not be eligible for reimbursement, except for staff time needed for planning the project and preparing the grant application.

Part VIII. Grant Application

Interested tribes and bands must apply on forms provided by the DNR. Applications may be obtained from the following DNR web page:

<http://dnr.wi.gov/aid/styp.html>

Applications must include budget estimating total project costs. The state cost-share (grant request amount) and local share are calculated based on the 50% state cost-share rate, unless a lesser state cost-share percentage is requested. Application deadlines will be posted on the Department's Summer Tribal Youth Program website for the application submission deadline of March 1 each year.

Hints for Applicants:

- Include both male and female youth.
- Develop projects that include cross-cultural interaction.
- Youth involved in the program should be encouraged to make a presentation about their project experiences to the Tribal Council and/or elders or other youth to encourage younger students to become interested in natural resources.

Part IX. Application Instructions

Participating tribes and bands must submit a complete application no later than March 1 each year. Complete applications may be emailed to the STYP Grant Manager or mailed to their attention with a postmark date no later than March 1. Emailed applications are preferred.

Each application must include:

1. Completed DNR Application Form 8700-347 <http://dnr.wi.gov/aid/styp.html>
2. An estimated budget for project using DNR form: <http://dnr.wi.gov/Aid/documents/STYP/BudgetSheet.xlsx?p=q>
3. Goals and measurable objectives for the project

4. Authorizing Resolution adopted by the tribe's or band's governing body. This resolution must request financial assistance from the DNR and authorize one representative, preferably identified by title rather than name, to act on behalf of the tribe or band to:
 - a. Submit a grant application and affirm that the tribe or band has sufficient local share for the project
 - b. Sign a grant agreement from the DNR
 - c. Take necessary action to complete the proposed project
 - d. Request reimbursement from the DNR on form provided by the DNR
 - e. Submit a *Summary Report* to the DNR

Part X. Application Review

Applications will be reviewed for completeness, ensuring each contain items 1 to 4 in Part IX above. Each application will be reviewed by the DNR STYP Team to ensure that all objectives are consistent with program requirements. The DNR STYP Team will also review the estimated budget to ensure that requested items are eligible under this program, in sufficient detail, and consistent with the objectives of the project.

Part XI. Grant Award and Grant Agreement

Once the DNR STYP team has approved an application, the DNR Grant Manager will prepare the cover letter and grant agreement. The Director of the Bureau of Community Financial Assistance signs grant agreements for the DNR.

No later than April 15 each year when there is available funding, the Department will mail or email the award letter and grant agreement to successful tribe or band applicants. The grant agreement will detail the approved project scope, time period for the project, and approved budget. Approved projects must take place during the summer of the application year.

Hint for Tribal Representatives: Tribal representatives are encouraged to read the entire grant agreement carefully as it contains conditions that govern the project. By signing the grant agreement, a tribe or band is agreeing with scope and all conditions in the grant agreement.

Successful applicants must sign the grant agreement and return a copy to the STYP Grant Manager no later than May 1. The tribe should retain a copy of the executed agreement in their grant file.

Costs incurred prior to the date on which the DNR signs the grant agreement will not be eligible for reimbursement, except for staff time needed for planning the project and preparing the grant application.

Part XII. Grant Advance

Any tribe or band receiving a grant under this program may request a grant advance payment equal to 50% of the approved total grant amount as soon as the tribe or band submits the signed grant agreement to the DNR STYP Grant Manager. The remaining 50% of the grant will be distributed after the tribe or band completes the project and submits a complete reimbursement package to the DNR, and the DNR reviews/approves the reimbursement package.

Part XIII. Documentation

Grantees will use fiscal controls and accounting procedures based on generally accepted accounting practices. Grantees must:

- Establish a separate account for grant advance payment received from the DNR. No co-mingling of STYP grant funds with other tribal funds is allowed.
- Track STYP project expenditures separately from all other tribal expenditures.
- Itemize all project expenditures in sufficient detail so that the exact nature of the expenditure is clear in reimbursement requests submitted to the DNR. Grantees will cross-reference each expenditure with the supporting purchase order, contract, voucher, invoice, receipt, cash register slip, etc.
- For each itemized expenditure submit “proof of payment” to the DNR STYP Grant Manager as part of the complete reimbursement packet. A copy of a cancelled check is one usual form of proof of payment. If your bank does not return canceled checks, a copy of the front of the check and a copy of the bank statement with withdrawal amount from bank account highlighted is an acceptable substitute.
- Maintain payroll vouchers for salaries and wages. The Department will accept a payroll report for employees that code their time to a specific STYP time code/task ID OR a general payroll report showing the names of employees, the hours spent on the project, project activities undertaken, and the gross amount of salary paid to each employee. The statement must be verified by the tribal official responsible for the project and the responsible position identified in the authorizing resolution. Copies of the daily timecards DO NOT NEED TO BE SUBMITTED; however, they should be retained by the tribe for their grant file and made available upon request.
- Itemize actual fringe benefits paid as part of direct labor costs.
- Maintain daily records of existing tribal equipment that is used on the project. These daily records must show the type of equipment used, actual hours of the use, and type of work for which the equipment was used. The time equipment is at the job site but not in use (idle time) is not eligible for reimbursement.

- For equipment such as trailers, trucks, etc., allowable rates are established annually in WisDOT Highway Maintenance Manual rates. See WisDOT “Classified Equipment Rates” and “Non-Standard Rates” in Chapter 02 - Administration, section 25 – Cost-Invoicing: <https://wisconsindot.gov/Pages/doing-bus/local-gov/hwy-mnt/mntc-manual/chapter02.aspx>. If equipment is owned by the tribe/band, only hours the equipment is actually in use can count toward local share. If equipment does not appear in the WisDOT Highway Maintenance Manual, tribe or band shall determine value using local rental rates.

Part XIV. Reimbursement Process

This grant program is administered as a reimbursement program. This means the grantee must incur and pay all costs associated with the project before seeking reimbursement from the DNR. The amount of any grant advance will be deducted from reimbursement requests before additional grant payments are made by the DNR. Grantees may request reimbursement at the end of the project.

Grantees shall request reimbursement using DNR *Form 8700-001*. Reimbursement forms may be obtained from the Grant Manager shown on page 1 and are available at the following DNR web site: <http://dnr.wi.gov/aid/styp.html> under the Reimbursement tab.

The deadline for Grantees to submit reimbursement requests to the DNR is April 30 following the year in which the grant award was made by the DNR.

It is strongly recommended that tribes and bands participating in this program track project expenses on the worksheet portion of DNR Form 8700-001 throughout the project period; doing so will make reimbursement request easier at the end of the grant.

Each reimbursement request shall include supporting documentation that includes proof of purchase and proof of payment. Example of a proof of purchase is an invoice from a company for purchase and delivery of waders for student use. Example of proof of payment is copy of cancelled check (both sides) used to pay the company for the waders.

Once received, the DNR STYP Grant Manager reviews the reimbursement claim for completeness and compliance with the project grant agreement. This review includes ensuring that the costs claimed were for items included in the scope of the project, within the grant agreement time period, meet the eligibility requirements of the program, and that sufficient local share has been provided. Upon successful review of project expenditures, the DNR will issue payment.

Part XV. Grant Agreement Amendments

Grant awards are written to allow the Grantee to complete their project within the calendar year in which funds are awarded. If the awarded project was unable to be completed and the Grantee wishes to implement the same summer tribal youth program the following year, a time extension may be provided **IF** the Grantee requests an extension prior to the expiration of the current award **AND** the Department agrees to the extension. If the extension is granted, the Grantee may not apply for a new grant for the fiscal year into which the current grant award was

extended.

Grantees may, before December 31 each year, request a change in project scope if the grantee encounters circumstances that make the original project scope unachievable. As projects must be completed within the calendar year that funds are awarded, grantees are encouraged to require project scope changes as early in the year as possible.

Grantees may also request additional grant funds if:

- Project expenses are greater than the total eligible project cost listed on the signed grant agreement and those costs are essential to the successful completion of the project.
- The DNR has grant funds available to award.

Requests for scope change or additional grant funds may be made by grantee in writing to DNR STYP Grant Manager.

Part XVI. Records Retention

Any tribe or band participating in this program shall retain all records related to project implementation and make those records available to the Department upon request for a period of 6 years after the date that final payment is issued by the DNR. Note: Electronic copies of records are sufficient to meet Department requirements as long as accessibility of the format is maintained for the life of the record.

Records to be retained may include, but are not limited to:

1. Copies of all employment agreements with participating students.
2. Copies of Proof of Payment including cancelled checks (front and back) that support claimed costs. If the bank does not return cancelled checks, a copy of the bank statement is acceptable.
3. Copies of Proof of Purchase, including invoices from any vendor that support eligible costs being claimed.
4. Actual records demonstrating usage of existing tribal equipment and value of that equipment based on *WisDOT Highway Maintenance Manual*. These records should be kept on a daily basis and show the date, hours used, and project function for which the equipment was used.
5. Actual records supporting the hours worked by individuals other than students on the project. These records should be kept on a daily basis and show the dates, hours worked, hourly rate, and work activity of each individual claimed.
6. Actual records of donated volunteer labor showing days and times worked and names of volunteers.
7. Actual records of donated professional labor as determined by letter by the donor on business letterhead.
8. Actual records of donated materials used for the project and value of materials determined by current market prices.
9. Actual records for donated equipment used for the project, showing dates and hours worked, type of equipment, and hourly value of the equipment as determined in *WisDOT Highway Maintenance Manual* or by local rental cost if equipment does not appear on *WisDOT Highway Maintenance Manual*.

Part XVII. Disposition of Supplies or Equipment Purchased with STYP Grant

Supplies When supplies are outdated, worn out or no longer useful for the original or future Summer Tribal Youth Program, the tribe or band shall maintain a record of the disposition of the excess or surplus supplies in accordance with a proper record retention schedule identified in Part XVI above.

Equipment When original or replacement equipment acquired with funds from a Summer Tribal Youth Program grant *is no longer needed* for the original or future project, disposition of the equipment shall be as follows:

- If current per-unit fair market value *is less than \$5,000*, the equipment may be retained, sold, or otherwise disposed of with *no further obligation* to the DNR.
- If current per-unit fair market value is \$5,000 or greater, the equipment may be retained or sold. If sold, 50% of sale proceeds shall be returned to the DNR STYP Grant Manager.

The grantee shall follow the following procedures for the transfer, sale, or disposal of surplus and salvage equipment

- Sale to the public by one of the following:
 1. Competitive bid
 2. Public auction
 3. Open negotiated and documented sale
 4. Offer to the public at a fixed sale price
- Donation to a verified nonprofit organization as defined in s. 181.0103(17), Wis. Stats., organized under ch. 181, Wis. Stats.
- Sale for salvage value
- Scrap for no or limited value
- Transfer of sale of property to another qualifying grant recipient

Direct sale to State of Wisconsin employees is prohibited unless items are sold at announced public sales or auctions.

Important Links

- Summer Tribal Youth Program Website: <https://dnr.wisconsin.gov/aid/STYP.html>
- Grant Application Materials
 - Summer Tribal Youth Application form 8700-347: <https://dnr.wi.gov/files/PDF/forms/8700/8700-347.pdf>
 - Budget Detail: <https://dnr.wi.gov/Aid/documents/STYP/BudgetSheet.xlsx?p=q>
 - Sample Authorizing Resolution: <https://dnr.wi.gov/Aid/documents/STYPresolution.pdf?o=n>
 - Sample Goals and Objectives: <https://dnr.wi.gov/Aid/documents/STYP/SampleGoals.pdf>
- Reimbursement Materials
 - Reimbursement Form 8700-001: <https://dnr.wi.gov/files/PDF/forms/8700/8700-001.pdf>
 - Mileage Log, Form 8700-012: <https://dnr.wi.gov/files/PDF/forms/8700/8700-012.pdf>
 - Volunteer Labor Form 8700-349A: <https://dnr.wi.gov/files/PDF/forms/8700/8700-349A.pdf>
 - Donated Professional Services Form 8700-350: <https://dnr.wi.gov/files/PDF/forms/8700/8700-350.pdf>
 - Donated Equipment Use Form 8700-362: <https://dnr.wi.gov/files/PDF/forms/8700/8700-362.pdf>
 - DOT Equipment Rates (see Ch. 2, sec 25, Classified Equipment Rates and Non-Standard Rates): <https://wisconsindot.gov/Pages/doing-bus/local-gov/hwy-mnt/mntc-manual/chapter02.aspx>
 - Sample Student Review: <https://dnr.wi.gov/Aid/documents/STYP/SampleReviewForm.pdf>

Attachments

1. Sample Grant Cover Letter
2. Sample Grant Agreement

ATTACHMENT #1 SAMPLE GRANT COVER LETTER

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Adam N. Payne, Secretary
Telephone 608-287-7558
Toll Free 1-888-936-7483
TTY Access via relay - 711



DATE

► **REQUIRES IMMEDIATE ACTION** ◀
Summer Tribal Youth Program
Grant#
Grant Amount: \$

NAME

ADDRESS

Dear Grant Recipient:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: **PROJECT NAME**

Please review the agreement and return one original, signed by the authorized official **within 30 days of this letter's date** to Wendy Soleska at the Bureau of Community Financial Assistance, 101 S Webster St, Madison, WI 53707. Please retain a copy for your files. Funds will be encumbered when the signed agreement is returned.

Grant Award Time Period: April 1, YEAR through March 31, NEXT YEAR. All project activities must occur within this time period to be eligible costs for reimbursement, except staff hours needed to plan the summer YEAR program are eligible expenses even if they occur prior to April 1, YEAR.

Changes to the approved project scope may not be made without prior approval from the Department.

The Tribe is entitled to a project advance of: \$AMOUNT. This advance payment is made available to the Tribe to cover costs it may incur in the initial stages of the project. The advance payment is equal to 25% of the Total Project Cost. *If you wish to request the advance payment, please check the box provided on the last page of the project agreement.*

Advance or Reimbursement Check: Your advance or reimbursement check will be mailed to your attention at the address listed above. This is the check recipient that appears in our records. If this is incorrect, please contact Wendy Soleska at Wendy.Soleska@wisconsin.gov or 608-852-1358.

Please check your local procedures to ensure the Tribe complies with all applicable state laws regarding competitive bidding and awarding.

Force Account Expenses: Records for sponsor-owned equipment used on this project should include the time actually used for the project and WI DOT equipment rate effective for YEAR. Time that equipment is at the job site but not used is not eligible for reimbursement. Timesheet or log books should be completed by all employees, supervisors and volunteers working on the grant project.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/aid/styp.html>. Feel free to contact Wendy via email or at the number listed above, if you have any questions about your grant award or the reimbursement procedures.

You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

ATTACHMENT #2 SAMPLE GRANT AGREEMENT

State of Wisconsin
 Department of Natural Resources
 Post Office Box 7921
 Madison, Wisconsin 53707-7921

Summer Tribal Youth Program

-- GRANT AGREEMENT --

Notice: Collection of this information is authorized under s. 23.09(27), Wis. Stats. 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 STYP-GRANT NUMBER	Project Start Date DATE	Project End Date DATE	Total Grant Amount \$AMOUNT
Project Sponsor TRIBE NAME		Project Name	
Sponsor Authorized Representative and Contact Info Name: Telephone Number: E-mail Address:		Department of Natural Resources Department Coordinator Wendy Soleska Program Grant Manager Department of Natural Resources 101 S Webster St PO Box 7921 Madison, WI 53707 Wendy.Soleska@wisconsin.gov 608-852-1358	
Authorized Representative Mailing Address			

PART 2. PROJECT BUDGET

PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this Agreement:
Total Project Cost = \$AMOUNT	1. Grant application and attachments
Cost-Share Percentage = 50%	
State Grant Amount = \$AMOUNT	
Project Sponsor Share = \$AMOUNT	

PART 3. PROGRAM AUTHORIZATION AND PROJECT SCOPE

The NAME OF TRIBE is sponsoring a Summer Tribal Youth Program in summer of YEAR. The program will provide youth with education and work experience in conservation and natural resources management careers. PROJECT GOALS PER APPLICATION.

This Agreement identifies funding and time of performance for the project specified in Part 3 above and authorizes reimbursement by the Department to the Grantee.

The Grantees authorized representative must sign the original Agreement and return it to the Department Coordinator (address above) within 30 days of the date on the accompanying transmittal letter.

This grant program is authorized under s. 23.09(27), Wis. Stats., which reads as follows:

“SUMMER TRIBAL YOUTH PROGRAM. The department may, in partnership with any of the federally recognized American Indian tribes or bands domiciled in this state, establish a summer program that provides members of the tribe or band who are 13 to 19 years of age with an opportunity to work on projects related to the conservation of natural resources. The department may not provide funding that exceeds 50 percent of the eligible program costs. The tribe or band shall be responsible for the remainder of those costs.”

PART 4. GENERAL CONDITIONS

- A.1. The Wisconsin Department of Natural Resources (hereafter Department) and the Grantee mutually agree to perform this Agreement in accordance with s. 23.09(27), Wis. Stats., 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. This Agreement, together with any referenced parts and attachments, shall constitute the entire Agreement and previous communications or Agreements pertaining to subject of this Agreement are superseded.
- A.2. The Department promises, in consideration of the covenants made by the Grantee, to obligate for the Grantee an amount not to exceed \$AMOUNT and to tender to the Grantee that portion of the obligation which is required to pay the Department's share of the costs up to 50 percent of total eligible project costs.
- A.3. Any expense incurred by the Grantee in association with this Agreement prior to the project start date as listed on Part 1 of this Agreement is not eligible for reimbursement by the Department, except for staff time needed to plan the summer program.
- A.4. 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 losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes. This clause applies only to actions of each party pursuant to this grant, and does not apply to actions of employees, directors, independent contractors or agents that are performed outside the scope of this grant.
- A.5. The Grantee may decline the 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.
- A.6. The Grantee may request a grant advance equal to no more than 25% of the Total Project Costs. It is not necessary for the Grantee to provide the Department with proof of payment or proof of purchase when requesting a grant advance.

- A.7. Grantee may request reimbursement at the end of the project. The Grantee shall request reimbursement by using and completing DNR Form 8700-001 and Form 8700-002; both forms may be obtained from the Department Coordinator shown on page 1 of this Agreement. The Grantee shall submit proofs of purchase and proofs of payment with reimbursement requests. Proofs of purchase include, but are not limited to, copies of invoices received from agents or subcontractors. Proofs of payment include, but are not limited to cancelled checks, receipts, and bank or credit card statements.
- A.8. The Grantee agrees to comply with all applicable local, state and federal laws during the term of this Agreement and to take reasonable measures to contain project costs. Bidding is one kind of standard cost containment procedure.
- A.9. The Department may terminate this Agreement at any time in the event that it determines that the Grantee has failed to comply with the terms of this Agreement. The Department may pursue any remedies allowed under the law.
- A.10. Failure by the Grantee to comply with the terms of this Agreement shall not cause the suspension of all obligations of the Department 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.11. The Grantee agrees to request any revisions to this Agreement—whether for cost adjustments, time extensions, and changes in project scope—in writing prior to the end date of this Agreement. After the project has been started or funds are expended, this Agreement may be modified or amended only by mutual written consent.
- A.12. The Grantee shall not be considered an employee or agent of the Department. The Grantee shall have sole control of the method, hours worked, and time and manner of performance under this Agreement other than as specifically provided herein. The Department takes no responsibility for supervision or direction and will exercise no control over the selection and dismissal of the Grantee or the Grantees employees or agents in conjunction with execution of this Agreement.
- A.13. The Grantee shall retain all records pertaining to the performance of work and obligations under this Agreement and make those records available to the Department upon request for a period of 6 years after the date that final payment under this Agreement is issued by the Department. Records to be retained may include, but are not limited to: proofs of purchase (e.g., invoices and service contracts, etc.); proofs of payment (e.g., cancelled checks, receipts, and bank or credit card statements for eligible and ineligible expenses and purchases); proofs of grant match (force account time sheets showing hourly pay or salaries, and fringe benefits; volunteer labor time sheets; donated professional services time sheets; donated supplies list; and donated equipment or equipment usage list).
- A.14. The Grantee agrees to match state funds provided by the Department and expended on this project with a combination of non-state funds or in-kind contributions equal to the amount of state funds provided under this Agreement. Examples of non-state funds may include tribal gaming proceeds, foundation grants, or Federal grants. In-kind contributions may include such things as salaries, fringe benefits, supplies and services, and equipment or equipment usage. Examples of in-kind contributions include: actual time spent by tribal employees on the project and paid by tribal funds (also called Force Account labor); donated volunteer labor; donated professional services; donated supplies (each item valued at less than \$5000); donated equipment (each item valued at \$5000 or greater); and donated use of equipment owned by others. Volunteer labor will

be valued at \$12 per hour. Donated professional services will be valued as determined by the donor by invoice. Donated supplies are valued based on the purchase price declared by the donor in writing. The Wisconsin Department of Transportation Highway Maintenance Manual hourly equipment rate will be used to value donated equipment or equipment usage. To find the current DOT rate sheet go to the Resources tab at: <http://dnr.wi.gov/aid/styp.html> and click on DOT Equipment Rates.

- A.15. The Grantee agrees 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 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 absence of match 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 cost reimbursements.
- A.16. The Department reserves the right to examine the job site or premises for the sole purpose of ensuring that performance of this project is progressing or has been completed in compliance with the Agreement. In the event that the job site or premises is located on lands owned by or held in trust on behalf of the Grantee, any such visit to the job site or premises shall occur at a time mutually agreed upon by the Parties. In all other instances, the Department shall provide notice to the Grantee of at least 48 hours before visiting the job site or premises.
- A.17. The Grantee agrees that accounting for project funds shall conform to generally accepted accounting principles and practices and shall be recorded by the Grantee in a separate account.
- A.18. In the event that the Grantee discovers that the Grantee is in breach of this Agreement, the Grantee shall inform the Department of the breach in writing within two weeks from the date that the Grantee discovers the breach. The Grantee shall make all reasonable efforts, as determined by and in coordination with the Department, to resume compliance with the Agreement or to repay those portions of the grant award as requested by the Department. In the event of a breach, as determined by the Department, the Grantee may be ineligible for any and all future awards for grant or loan programs administered by the Department until Grantee, in coordination with and at the sole discretion and determination of the Department, resumes compliance with this Agreement or repays those portions of the grant award as requested by the Department.
- A.19. If the Grantee expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency, the Grantee agrees to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at [https://doa.wi.gov/Pages/State-Single-Audit-Guidelines-\(SSAG\)--2017.aspx](https://doa.wi.gov/Pages/State-Single-Audit-Guidelines-(SSAG)--2017.aspx) issued by Wisconsin Department of Administration, State Controller's Office.

PART 5. SPECIAL CONDITIONS

The following special terms and conditions are added to and made a part of this Agreement:

- B.1. The Grantee agrees to obtain all applicable federal, state, and local permits, approvals, licenses, or waivers necessary to perform the work and obligations specified in this Agreement, including all water and wetland regulatory permits and approvals. Applicable water and wetland regulatory

permits and approvals, required by federal, state or local agencies, must be obtained prior to any project construction and complied with fully during project construction.

- B.2. The Grantee agrees to provide all safety training, as needed, for all parties participating on projects associated with this Agreement, except as otherwise authorized by this Agreement.
- B.3. The Grantee agrees that youth involved in this program must be between the ages of 13 – 19 and be tribal or band members. This age restriction does not apply to a youth leader hired for this project or to supporting staff.
- B.4. The Grantee agrees that all work associated with this Agreement must be related to conservation of natural resources.
- B.5. At the end of the project, the Grantee agrees to survey or interview youth participants about their experiences with the project and their future interest in working in a natural resources field. The Grantee shall include survey or interview summary in the final project report submitted to the Department Coordinator (address on page 1 of this Agreement).
- B.6. No later than December 31, YEAR, the Grantee shall submit to the Department Coordinator (address on page 1 of this Agreement) a final project report that outlines the project, the goals and objectives achieved, funds expended, and the overall success of the project. The final project report shall include photos of participating youth in action. The final project shall also include a copy of the survey or interview summary as described in B.5.
- B.7. The maximum grant amount that may be reimbursed before the end of the project is 90% of the Total Project Costs amount as shown in Part 2 of this Agreement. The Department shall not issue the final 10% of the grant amount until the Grantee has completed the project and provides the Department with the final project report, final reimbursement request, proofs of payment, proofs of purchase, and proofs of grant match associated with all eligible project costs. The Grantee shall postmark a final reimbursement request to the Department Coordinator (address on page 1 of this Agreement) no later than April 30, YEAR.
- B.8. The Department recommends that the Grantee include both male and female youth in the project and that projects involve cross-cultural interactions. Further, youth participating in the project should be encouraged to give a presentation on their summer experience to the Tribal Council, and/or tribal elders or youth to encourage younger students to become interested in natural resources. The Department encourages the Grantee to share any written materials from the youth's presentation to the Tribal Council with the Department.
- B.9. For projects that will occur on property owned by the Department, the Grantee agrees to contact the Department property manager before beginning work performed under this Agreement. The Grantee also agrees to require tribal participants to obtain specialized training prior to the initiation of work under this Agreement if required by the Department property manager. Further, the Grantee agrees to perform work only at locations approved by the Department property manager. The Department may require that each tribal participant performing work on a Department property shall sign a Department Volunteer Agreement for the specific property on which the work will occur.
- B.10. Conditions related to invasive species movement. With respect to any project performance occurring outside the exterior boundaries of any federally recognized reservation or any trust lands of the Grantee, the Grantee and tribal participants agree to the following methods for controlling, transporting and disposing of aquatic plants and animals, and moving water:

- Aquatic plants and animals shall be removed, and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code when moving equipment between surface water or wetlands.
- The Grantee and tribal participants shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>, or any protocols of the Grantee deemed to be equivalent by the Department.

Check here if you request advance payment totaling \$AMOUNT

The persons signing for the Grantee represents both personally and as an agent of the Grantee he or she is authorized to execute this Agreement and bind the Grantee, either by a duly adopted resolution or otherwise.

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

By _____
(Signature)

By _____
**Assistant Deputy Secretary
Office of the Secretary**

(Title)

(Date)

(Date)