

# Dane County Contract Cover Sheet

Revised 04/2021

RES 043

|   |   |                |      |
|---|---|----------------|------|
| <b>Dept./Division</b>                   | LWRD/Land Conservation  |                |      |
| <b>Vendor Name</b>                      | WI DEPT. Ag & Cons. Prote   | <b>MUNIS #</b> | 2394 |
| <b>Brief Contract Title/Description</b> | Grant to promote program & enroll a goal of 10 farmers into the program. Collect data & host field day. |                |      |
| <b>Contract Term</b>                    | 4-7-21 thru 12-31-21  |                |      |
| <b>Contract Amount</b>                  | \$ 21,800.00  |                |      |

|  |                      |
|--|----------------------|
| <b>Contract #</b><br>Admin will assign | 14358                |
| <b>Type of Contract</b>                |                      |
| <input type="checkbox"/>               | Dane County Contract |
| <input type="checkbox"/>               | Intergovernmental    |
| <input type="checkbox"/>               | County Lessee        |
| <input type="checkbox"/>               | County Lessor        |
| <input type="checkbox"/>               | Purchase of Property |
| <input type="checkbox"/>               | Property Sale        |
| <input checked="" type="checkbox"/>    | Grant                |
| <input type="checkbox"/>               | Other                |

| Department Contact Information |                        | Vendor Contact Information                |   |
|--------------------------------|------------------------|---|---|
| <b>Name</b>                    | Janet Crary            | <b>Name</b>                               | Susan Mockert   |
| <b>Phone #</b>                 | 224-3730               | <b>Phone #</b>                            | 608-244-4648  |
| <b>Email</b>                   | crary@countyofdane.com | <b>Email</b>                              | susan.mockert@wisconsin.gov   |
| <b>Purchasing Officer</b>      |                        | <b>Send completed contract to vendor?</b> | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

|                             |   |
|-----------------------------|---|
| <b>Purchasing Authority</b> | <input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)   |
|                             | <input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)                                |
|                             | <input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required) <span style="float: right;">RFB/RFP #</span> |
|                             | <input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)  |
|                             | <input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)   |
|                             | <input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other                            |

|                   |              |               |          |                    |
|-------------------|--------------|---------------|----------|--------------------|
| <b>MUNIS Req.</b> | <b>Req #</b> | Org: LWRCONSV | Obj: new | Proj: \$ 21,800.00 |
|                   | <b>Year</b>  | Org:          | Obj:     | Proj:              |
|                   |              | Org:          | Obj:     | Proj:              |

| Budget Amendment         |   |
|--------------------------|---|
| <input type="checkbox"/> | A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly. |

|  |   |
|--|---|
| <b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b> | <input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)   |
|  | <input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required. <span style="float: right;"><b>Res #</b> 043</span>    |
|  | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. <span style="float: right;"><b>Year</b> 2021</span> |

| CONTRACT MODIFICATIONS – Standard Terms and Conditions |   |  |
|--|---|--|
| <input type="checkbox"/> No modifications.             | <input type="checkbox"/> Modifications and reviewed by: | <input type="checkbox"/> Non-standard Contract |

| APPROVAL – Department                   |  |
|---|--|
| <b>Dept. Head / Authorized Designee</b> | Hicklin, Laura <span style="float: right;">Digitally signed by Hicklin, Laura<br/>Date: 2021.05.20 14:13:40 -05'00'</span> |

| APPROVAL – Major Contracts Exceeding \$100,000 – DCO Section 25.11(3) |  |                            |  |
|---|--|----------------------------|--|
| <b>Director of Administration</b>                                     |  | <b>Corporation Counsel</b> |  |

| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached |                  |                 |   |
|--|------------------|-----------------|---|
| <b>DOA:</b>  | Date In: 5/21/21 | Date Out: _____ | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Friday, May 21, 2021 3:29 PM  
**To:** Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14358  
**Attachments:** 14358.pdf

| <b>Tracking:</b> | <b>Recipient</b> | <b>Read</b>              | <b>Response</b>             |
|------------------|------------------|--------------------------|-----------------------------|
|                  | Hicklin, Charles | Read: 5/24/2021 10:18 AM | Approve: 5/24/2021 10:18 AM |
|                  | Clow, Carolyn    |                          | Approve: 5/24/2021 8:57 AM  |
|                  | Gault, David     | Read: 5/21/2021 3:30 PM  | Approve: 5/21/2021 3:31 PM  |
|                  | Lowndes, Daniel  |                          |                             |
|                  | Stavn, Stephanie |                          |                             |
|                  | Oby, Joe         |                          |                             |

Contract #14358

Department: Land & Water Resources

Vendor: WI Dept of Ag, Trade & Consumer Protection

Contract Description: Accept Grant to promote program & enroll a goal of 10 farmers in the program (Res 043)

Contract Term: 4/7/21 - 12/31/21

Contract Amount: \$21,800

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Thanks much,  
Michelle

*Michelle Goldade*

Administrative Manager  
Dane County Department of Administration  
Room 425, City-County Building  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53703  
PH: 608/266-4941  
Fax: 608/266-4425  
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

## Goldade, Michelle

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**From:** Lowndes, Daniel  
**Sent:** Friday, May 21, 2021 3:44 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #14358

2021 RES-043

ACCEPTANCE OF A STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE  
AND CONSUMER PROTECTION SOIL & WATER RESOURCE MANAGEMENT  
INNOVATION GRANT

The Land & Water Resources Department as secured a \$21,800 Soil & Water Resource Management Innovation Grant from the Wisconsin Department of Agriculture, Trade and Consumer Protection (WDATCP).

The purpose of the grant is to implement the *Brown on Green: Alternative Cropping Systems for Manure Management* project demonstrating the possibility of reducing manure runoff, increasing fall applied manure nutrient uptake, and building a more robust SNAP Plus modeling system through incentives to producers to apply liquid dairy manure on well-established cover crops (>10 inches, 80% cover). This project is a partnership between Dane County Land Conservation Division, University of Wisconsin – Madison Extension Dane County, University of Wisconsin – Madison Extension, Biological Farmer Friends, University of Wisconsin – Madison College of Agricultural & Life Sciences, Madison Metropolitan Sewerage District, and Yahara WINS.

THEREFORE, BE IT RESOLVED, that the County Board of Supervisors and the Dane County Executive hereby accept the \$21,800 Soil & Water Resource Management Innovation Grant from WDATCP.

BE IT FURTHER RESOLVED, that the Land & Water Resources Department Director and County Conservationist are authorized to execute documents necessary to accept the funds, submit reimbursement claims along with necessary supporting documentation.

BE IT FINALLY RESOLVED, that the new revenue and expense accounts LWRCONSV "SWRM Innovation" be established for \$21,800. All funds shall be carried forward until realized and expended.



State of Wisconsin  
Governor Tony Evers

**Department of Agriculture, Trade and Consumer Protection**  
Secretary-designee Randy Romanski

**GRANT CONTRACT  
BETWEEN  
THE STATE OF WISCONSIN  
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION  
AND  
DANE COUNTY LAND AND WATER DEPARTMENT**

**THIS GRANT CONTRACT** is made and entered into for the period **04/07/2021** through **12/31/2021** (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“Department” or “State”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and Dane County Land and Water Department (“Grantee”), whose service address is 5201 Fen Oak Drive, Madison, WI 53718.

**WHEREAS**, the Department has authority to award a grant identified in the annual allocation to any person for services and activities including information, education, and training pursuant to s. ATCP 50.35 (“Program”); and

**WHEREAS**, the Department has used a competitive review process utilizing a request for proposals; and

**WHEREAS**, the State has approved an award to the Grantee in the amount of **\$21,800** for eligible activities herein described (“Project”); and

**WHEREAS**, the Department and Grantee agree that Grantee possesses the personnel and capabilities necessary to administer the Project in a manner consistent with state and federal laws, including Wis. Stat s. 92.14 (10) and Wis Admin Code s. ATCP 50.35; and

**WHEREAS**, the terms and conditions herein shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract; and

**WHEREAS**, this Contract is mutually exclusive and is distinguished from all previous Contracts between the Grantee and the Department and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 38 and Attachments A – F which are annexed and made a part hereof. In the event of a conflict between any provision contained in the Attachments and any other provision of this Contract, the Attachment provision shall prevail over the conflicting provision in this Contract.

*Wisconsin - America's Dairyland*

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • Wisconsin.gov

An equal opportunity employer

Attachment A – Contract Administrators  
Attachment B – Program Rules  
Attachment C – Scope of Work

Attachment D – Budget  
Attachment E – Method of Payment  
Attachment F – Reporting Requirements

**IN WITNESS WHEREOF**, the Department and Grantee have executed this Contract as of the date this Contract is signed by the Department.

Each undersigned representative of the Department and the Contractor certifies that he or she is fully authorized to enter into the terms of this Contract on behalf of the entity they represent and to execute and legally bind such party to this Contract.

DANE COUNTY LAND AND WATER  
CONSERVATION DEPARTMENT

DEPARTMENT OF AGRICULTURE, TRADE AND  
CONSUMER PROTECTION

**BY:** \_\_\_\_\_  
**Joseph Parisi**

**BY:** \_\_\_\_\_  
**Eric K. Ebersberger**

**TITLE:** **Dane County Executive**

**TITLE:** **Administrator, Division of Agricultural  
Resource Management**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### **ARTICLE 1. CONTRACT ADMINISTRATION**

The Department employee responsible for the administration of this Contract is identified as the Department Contract Administrator in Attachment A, or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Contract.

The Grantee's employee responsible for the administration of this Contract is identified as the Grantee Contract Administrator in Attachment A, who shall represent the Grantee's interest regarding Contract performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

### **ARTICLE 2. APPLICABLE LAWS AND REGULATIONS**

This Project shall be governed under the laws of the State of Wisconsin, the laws of the United States, all rules and regulations, and all laws, rules, and regulations specifically applicable to the Program including but not limited to those identified in Attachment B.

### **ARTICLE 3. AVAILABILITY OF FUNDS**

Termination of this Contract in whole or part for lack of appropriations shall be without penalty.

### **ARTICLE 4. SCOPE OF WORK**

The eligible activities under this Contract are summarized in the Attachment C.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (Attachment D). Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

### **ARTICLE 5. SUBLET OR ASSIGNMENT OF CONTRACT**

No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the Department.

### **ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Contract without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

#### **ARTICLE 7. CONFLICT OF INTEREST**

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Contract, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement, subcontract, or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

#### **ARTICLE 8. DUAL EMPLOYMENT**

Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

#### **ARTICLE 9. INDEPENDENT CAPACITY OF CONTRACTOR**

The parties hereto agree that the Grantee, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

#### **ARTICLE 10. HOLD HARMLESS**

The Grantee will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its contractors, in prosecuting work under this Contract.

#### **ARTICLE 11. FOREIGN CORPORATION**

A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Contract is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department



of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

## **ARTICLE 12. ANTITRUST ASSIGNMENT**

The Grantee and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Grantee hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

## **ARTICLE 13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS**

In connection with the performance of work under this Contract, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., 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. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities.

- 13.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Contract is awarded, the Grantee must submit the plan to the Department for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the Department.
- 13.2** The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 13.3** Failure to comply with the conditions of this clause may result in the Grantee becoming declared an "ineligible" contractor, termination of the Contract, or withholding of payment.
- 13.4** Pursuant to s. 16.75(10p), Wis. Stats., Grantee agrees it is not, and will not for the duration of the Contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 13.5** Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

## **ARTICLE 14. TERMINATION OF CONTRACT**

The Department reserves the right to terminate this Contract in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Contract.

Notwithstanding and in addition to the right to terminate the Contract for cause described above, the Department may terminate this Contract at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the Department.

The Grantee may terminate this Contract with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Contract is terminated by either party, for any reason whatsoever, the Grantee shall refund upon written demand to the Grantee any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

**ARTICLE 15. FAILURE TO PERFORM**

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Contract if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Contract.

**ARTICLE 16. AMENDMENT**

This Contract may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

**ARTICLE 17. SEVERABILITY**

If any provision of this Contract shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Contract.

**ARTICLE 18. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 19. FORCE MAJEURE**

Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**ARTICLE 20. CHOICE OF LAW AND VENUE**

In the event of a dispute, this Contract shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

**ARTICLE 21. STANDARDS OF PERFORMANCE**

The Grantee shall perform the Project and activities as described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

**ARTICLE 22. SURVIVAL OF REQUIREMENTS**

Unless otherwise authorized in writing by the Department, the terms and conditions of this Contract shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Contract.

**ARTICLE 23. MULTIPLE ORIGINALS; ELECTRONIC SIGNATURE**

This Contract may be executed in multiple originals, which together shall constitute a single contract. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. ch. 137 to execute this Contract.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 24. METHOD OF PAYMENT**

The method of payment is set forth in Attachment E.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Contract.

**ARTICLE 25. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs provided for under this Contract. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Contract has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due upon written demand to the Grantee.

**ARTICLE 26. FINANCIAL MANAGEMENT**

The Grantee shall maintain a financial management system that complies with the rules, regulations and requirements of the Program funding source described in the Attachments and with standards established by the Department to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Contract are sufficiently segregated from other agreements, programs, and/or projects.

The Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. The Grantee's chart of accounts and accounting system shall permit timely preparation of expenditure reports required by the Division.

Records shall be maintained after final audit of the Contract for a period of not less than five (5) years unless the

program requirements are longer.

#### **ARTICLE 27. LIMITATION ON COSTS**

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Contract shall not exceed the total amount for eligible costs, as identified in the Attachment. Changes to this Contract that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

#### **ARTICLE 28. ELIGIBLE COSTS**

**28.1** No eligible costs subject to reimbursement by this Contract may be incurred prior to the execution of this Contract unless previously approved in writing by the Department.

**28.2** Costs only as identified in the Attachments are allowed.

#### **ARTICLE 29. VENDOR TAX DELINQUENCY**

Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

### **ADMINISTRATIVE TERMS AND CONDITIONS**

#### **ARTICLE 30. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department of Administration. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

#### **ARTICLE 31. BONDING AND INSURANCE**

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Contract funds and activities undertaken with Contract funds and program income expended under this Contract.

#### **ARTICLE 32. RECORDS AND REPORTS**

All records pertaining to this contract shall be retained by the Grantee for at least five (5) years following the end of the contract term. The Grantee shall maintain reasonable segregation of project accounts and records to enable the Department to track expenditures made with funds provided under this contract. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Contract, the

Grantee shall provide the requested records to the Department.

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

### **ARTICLE 33. EXAMINATION OF RECORDS**

The Department, any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Contract. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Contract. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Contract. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

### **ARTICLE 34. PERFORMANCE REVIEW**

The Department may review the Grantee's performance under this contract. The Department may conduct reasonable inspections to determine performance under this contract. The Department may examine records related to personnel time charged to the contract funding, as well as documentation of all costs for equipment, supplies, and other expenses charged to the contract funding. The Department reserves the right to conduct a follow-up survey of the project in order to determine long-term impacts of funding received by the Grantee under this contract from grant funds.

## **SPECIAL TERMS AND CONDITIONS**

### **ARTICLE 35. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION**

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract. Grantee shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Contract by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

### **Definitions**

“Confidential Information” means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

### **ARTICLE 36. LOBBYING**

Money paid under this Contract by the Department to the Grantee shall not be used by the Grantee in any fashion either directly or indirectly for lobbying activities of any kind. The Grantee shall not use money received under this Contract for any illegal activities.

### **ARTICLE 37. PUBLICATIONS, INVENTIONS, AND TRADEMARKS**

**37.1** All materials and products produced under this Contract become the property of the Grantee. The Grantee may publish and copyright materials or trademark products and services produced under this contract subject to the following conditions: The Department receives a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, publish, or post on the internet non-trade-secret and non-confidential or nonproprietary financial information regarding the project for governmental purposes, and as promotional materials for purposes of publicity about the funding program.

**37.2** The Grantee may not claim that the State endorses its products or services.

**37.3** The Grantee shall acknowledge Department support on any publications written or published or any audiovisual produced with Department financial support that publicizes, announces, or promotes the projects, activities, and events resulting from this contract. Funding credit including Department logo must appear in all programs, publicity, and promotional materials. The following wording and Department logo should be used:

Funding for this was made possible, in part, by the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP). The views expressed in written materials, publications, speakers, and moderators do not necessarily reflect the official policies of DATCP; nor does any mention of trade names, commercial practices, or organization imply endorsement by the State of Wisconsin.

### **ARTICLE 38. DEBARMENT**

Federal Executive Order 12549, titled “Debarment”, requires that all Contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Information on debarment is available at the following websites: [www.epls.gov](http://www.epls.gov) and [www.arnet.gov/far/](http://www.arnet.gov/far/). In the event the Grantee is debarred, the Department reserves the right to cancel the Contract upon notice.

**ATTACHMENT A**

**CONTRACT ADMINISTRATORS**

Department Contract Administrator

Susan Mockert  
Division of Agriculture Resource Management  
Department of Agriculture, Trade and Consumer  
Protection  
2811 Agriculture Dr.  
Madison, WI 53718

Phone: 608-244-4648

E-mail: [susan.mockert@wisconsin.gov](mailto:susan.mockert@wisconsin.gov)

Grantee Contract Administrator

Marie Raboin  
Conservation Specialist  
Dane County Land and Water Department  
5201 Fen Oak Drive, Madison, WI 53718

Phone: 608-228-6324

E-mail: [raboin.marie@countyofdane.com](mailto:raboin.marie@countyofdane.com)

## ATTACHMENT B

## PROGRAM RULES

The Grantee shall comply with the Program Rules as follows:

- A. Perform the following during the work period with a start date of April 7, 2021 and an end date of December 31, 2021:
  - a. Promote program and enroll a goal of ten (10) farmers into the program.
  - b. Fall data collection of cover crop biomass deliverable to UW.
  - c. Organize, promote and host a field day.
  - d. Spring data collection for forage quality and quantity deliverable to partners and farmers.
- B. By February 15, 2022, provide the DEPARTMENT a written report on work activities performed and deliverables provided during the grant period. See attachment F for required contents of written report. The DEPARTMENT may request additional information or reports before making any reimbursements or for any other purposes consistent with this agreement.
- C. Perform all work to the satisfaction of the DEPARTMENT under this Agreement as more fully specified in the APPENDICES. The GRANTEE agrees not to seek reimbursement from more than one funding source for the same expense incurred in performance of this agreement.
- D. Seek reimbursement for costs not to exceed **\$21,800** for allowable costs specified below.

The GRANTEE may request up to **\$2,180.00** for support costs incurred by GRANTEE in the performance of obligations under this Agreement:

- a. Mileage per allowable state rates. AGREEMENT funds may not be used to lease or purchase a vehicle.
- b. Expenses to provide project-related training or attend project related meeting including travel (vehicle travel shall be billed as mileage), lodging meals, and other meeting and workshop costs for teleconferencing or video conferencing.
- c. Costs related to conducting public meetings and hearings, including room rentals.
- d. Costs for information, education and marketing materials such as newsletters, office supplies, maps and plats, photocopying, printing, and postage.
- e. Other expenses incurred as a part of outreach initiatives that are not defined as ineligible.

The GRANTEE may request up to **\$21,800** for:

- a. Incentives for enrolled farmers to adopt manure application on established cover crops.
- b. Materials and supplies related to field day.
- c. See details in Attachments C and D of this document.

The following expenses are ineligible for reimbursement:

1. Indirect costs or fees.
2. The lease, purchase or other acquisition of an interest in a vehicle or real property.
3. Project activities and project development costs incurred prior to the start date of this AGREEMENT, or after the end date of this AGREEMENT.
4. Funds under this AGREEMENT may not be used, directly or indirectly, for lobbying purposes.
5. Salaries and fringe benefits from employees of the GRANTEE (per s. 20.115(7)(qf), Wis. Stats.).



- E. Submit separate reimbursement requests, on a DEPARTMENT-approved form, documenting eligible costs incurred in performance of this AGREEMENT, with the final request for reimbursement submitted no later than February 15, 2022. The GRANTEE shall provide an itemized breakdown of costs by these categories: (1) Support costs incurred by GRANTEE in the performance of obligations under this Agreement and (2) incentive payments for applicants of farmland preservation agreements.
- F. The GRANTEE will keep records of the GRANTEE's activities under this agreement, including records of all funds received and spent, and records to support the GRANTEE's reimbursement requests under this agreement. The GRANTEE will keep financial records according to generally accepted accounting principles and practices.

## **2. AGREEMENT EXTENSION**

Unspent funds allocated to the GRANTEE in 2021 may be extended until December 31, 2022, if the GRANTEE files a written request by December 31, 2021, identifying funds it does not anticipate spending, and further provides the DEPARTMENT, by no later than February 15, 2022, documentation identifying all work under the 2022 AGREEMENT remaining to be completed and a workplan for utilizing these funds in 2022.

ATTACHMENT C

SCOPE OF WORK

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Contract shall take precedence.

The Grantee shall do the following under this Contract.

| Project Description  |
|--|
| <p>The goal of the <i>Brown on Green: Alternative Cropping Systems for Manure Management</i> project is to demonstrate the possibility of reducing manure runoff, increasing fall applied manure nutrient uptake, and building a more robust SNAP Plus modeling system. By incentivizing producers to apply liquid dairy manure on a well-established cover crop (&gt;10 inches, 80% cover), which is only reliably possible after a short season annual forage crop, infiltration rates and nutrient uptake will be maximized. This is opposed to liquid manure being applied to cover crops established late in the season with minimal growth going into winter. Cover crop biomass data and planting dates and rates will be supplied to SNAP Plus and the CCROP team to update and improve current modeling.</p> <p>We propose to work with 10 farms to plant 20 acres of a short season annual forage that will be followed by a cool season grass cover crop (i.e. cereal rye, forage oats, triticale). Liquid manure will be surface applied late fall at rates according to their NMP. This project builds on observations made in fall of 2020 on a dairy farm in Southern Dane County, where manure was applied on field of early established forage oats and cereal rye. The living roots and 1 ton cover crop biomass will serve a dual purpose of decreasing surface runoff of manure, increasing infiltration, and has the potential to increase forage quality and quantity the following spring when harvested for feed. Rainfall simulations, forage results, and modeling data will be shared in late 2021.</p> |

| Activity (please list)                               | Deliverables (briefly describe)                            | 2021 |    |    |    | 2022 |    |    |    |
|--|--|------|----|----|----|------|----|----|----|
|  |  | Q1   | Q2 | Q3 | Q4 | Q1   | Q2 | Q3 | Q4 |
| Contract award/development                           | Signed contract  | x    |    |    |    |      |    |    |    |
| Promotion of Program                                 | Interested List of Producers                               |      | x  | x  |    |      |    |    |    |
| Fall Data Collection of Cover Crop Biomass           | Data Delivered to Laura                                    |      |    |    | x  |      |    |    |    |
| Field Day  | Attendance Numbers   |      |    |    | x  |      |    |    |    |
| Participant Incentive Payment Awarded                | ~800 acres/10 farmers                                      |      |    | x  | x  |      |    |    |    |
| Spring Data Collection (Forage Quality and Quantity) | Data Delivered to Partners and Farmers                     |      |    |    |    |      | x  |    |    |
| Snap Plus P Reduction Calculated                     | Water Quality Model Created in SNAP Plus for statewide use |      |    |    |    |      | x  |    |    |

**ATTACHMENT D****PROJECT BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Contract, shall take precedence.

## Dane County Land and Water Department

| <b>Project Expenditures<br/>(required)</b> | <b>Practices (if applicable)</b>   | <b>Number (if applicable)</b>     | <b>Budgeted Amount<br/>(required)</b>             |
|--|--|-----------------------------------|---|
| Incentive Payments                         | Manure Application to well established cover crops (>10 in or 80% cover) | 10 farms, 20 acres each, \$100/ac | 10 farms X 20 acres X \$100/ac = \$20,000         |
| Supplies and Materials                     | Field Day (snacks + toilet)  | 1                                 | \$1000 (\$600 toilet + \$400 food/water/utensils) |
| <b>TOTAL</b>                               |  |                                   | <b>\$21,800</b>                                   |

**ATTACHMENT E****METHOD OF PAYMENT**

Following the execution of this Contract, payment shall be made in conformance with the following:

1. The Department shall not provide reimbursement if the maximum amount of the Contract has been paid to the Grantee.
2. The Department reserves the right to reduce the award if the Grantee has not spent nor allocated funds.

All requests for payment must be completed within forty-five days of the expiration date of the Performance Period. Payments that exceed allowable costs incurred and paid by the Grantee pursuant to the terms of this Contract, if outstanding at the expiration of this Contract, shall be repaid to the Department within forty five (45) days of the expiration date of the Performance Period. The Division, in accordance with State procedures, shall reconcile payments and report expenses.

The final payment of 25% (**\$5,450**) of the total grant award shall be withheld pending Department receipt of both the final reimbursement request and the final report from the Grantee.

Payments shall be used only for expenses incurred during the Performance Period.

The Grantee shall request funds through the Department. All Requests for Payments (invoices) must be submitted via email to [DATCPSWRM@wisconsin.gov](mailto:DATCPSWRM@wisconsin.gov).

**ATTACHMENT F**  
**REPORTING REQUIREMENTS**

A. Final Report

Final reports will be required at the end of the project period and should include a brief description of the project, goals, results, adequacy of funding, challenges, lessons learned and, if available, steps others can follow to replicate the projects.

B. Program-Specific Reporting

**SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department of Administration. Audit reports are due to the Department within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

C.