

Dane County Contract Cover Sheet

Revised 01/2024

Res 428
significant

| | | | |
|---|---|----------------|-------|
| Dept./Division | Waste & Renewables | | |
| Vendor Name | USDA | MUNIS # | 10317 |
| Brief Contract Title/Description | Composting and Food Waste Reduction cooperative agreement pilot program | | |
| Contract Term | 06/01/2024-05/31/2026 | | |
| Contract Amount | \$400,000 | | |

| | |
|--|----------------------|
| Contract # Admin will assign | 15453 |
| Type of Contract | |
| <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 | |
|--------------------------------|----------------------------------|----------------------------|----------------------|
| Name | Roxanne Wienkes | Name | Lydia Kaume |
| Phone # | 608.509.6681 | Phone # | 816.642.4607 |
| Email | Wienkes.Roxanne@countyofdane.com | Email | lydia.kaume@usda.gov |
| Purchasing Officer | NA | | |

| | | |
|-----------------------------|--|------------------|
| Purchasing Authority | <input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required) | |
| | <input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required) | |
| | <input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required) | RFB/RFP # |
| | <input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works) | |
| | <input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works) | |
| | <input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other | |

| | | | | | |
|-------------------|-----------------|-------------|-------------|--------------|-----------|
| MUNIS Req. | Req # NA | Org: | Obj: | Proj: | \$ |
| | Year | Org: | Obj: | Proj: | \$ |
| | | Org: | Obj: | Proj: | \$ |

| | |
|-------------------------------------|---|
| Budget Amendment | |
| <input checked="" 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. |

| | | | |
|---|---|--------------|-------------|
| Resolution Required if contract exceeds \$100,000 | <input type="checkbox"/> Contract does not exceed \$100,000 | Res # | 428 |
| | <input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required. | | Year |
| | <input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet. | | |

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

| | |
|---|---|
| APPROVAL | |
| Dept. Head / Authorized Designee | |
| Wienkes, Roxanne | Digitally signed by Wienkes, Roxanne Date: 2024.04.08 10:55:09 -05'00' |

| | |
|---|---|
| APPROVAL – Contracts Exceeding \$100,000 | |
| Director of Administration | Corporation Counsel |
|  |  |

| | | | |
|---|------------------------|------------------------|---|
| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached | | | |
| DOA: | Date In: 4/8/24 | Date Out: _____ | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, April 9, 2024 10:39 AM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15453
Attachments: 15453.pdf

| Tracking: | Recipient | Read | Response |
|------------------|----------------------------|-------------------------|----------------------------|
| | Hicklin, Charles | Read: 4/9/2024 3:31 PM | Approve: 4/9/2024 3:32 PM |
| | Patten (Purchasing), Peter | | Approve: 4/9/2024 10:47 AM |
| | Gault, David | Read: 4/9/2024 11:24 AM | Approve: 4/9/2024 11:25 AM |
| | Cotillier, Joshua | | Approve: 4/9/2024 12:23 PM |
| | Stavn, Stephanie | Read: 4/9/2024 12:54 PM | |
| | Oby, Joe | | |

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

Contract #15453
Department: Waste & Renewables
Vendor: USDA
Contract Description: Composting & Food Waste Reduction Pilot Program Agreement (Res 428)
Contract Term: 6/1/24 – 5/31/26
Contract Amount: \$400,000.00

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.

1 **2023 RES-428**

2
3 **AUTHORIZING GRANT FUNDING FROM THE FY2024 USDA COMPOSTING AND FOOD**
4 **WASTE REDUCTION GRANT**
5

6 The Dane County Department of Waste & Renewables has been awarded a \$400,000 Compost
7 and Food Waste Reduction (CFWR) grant from the U.S. Department of Agriculture (USDA).
8 The grant will start in June 2024 and cover approximately 2 years of funding for a food waste
9 and organics collection kiosk program in Dane County. In tandem with a recent public-private-
10 partnership agreement with Purple Cow Organics, this grant increases access to residents and
11 businesses in Dane County to divert and compost their food waste, something that has not been
12 widely or consistently available in the past. The grant funds the design, construction, installation
13 and marketing of approximately five food waste drop-off kiosks; 80% of a FTE position for
14 business development, outreach, and project management; and 20% of a FTE position for
15 assisting with food waste collection.
16

17 **NOW, THEREFORE, BE IT RESOLVED** that Dane County is permitted to accept the CFWR
18 funding, administered by the USDA, in the amount \$400,000; and
19

20 **BE IT FURTHER RESOLVED** that a new revenue account "SWCOMPST USDA GRANT
21 REVENUE" be established for \$327,180; and
22

23 **BE IT FURTHER RESOLVED** that contingent on grant revenue, the Department of
24 Administration is authorized to create and fill a new position titled Business Development &
25 Outreach Coordinator at the P11 wage scale, and that following expense accounts be amended
26 in the 2024 budget; and
27
28

| | | | |
|----------|------------------|-------|----------|
| SWCOMPST | SALARY AND WAGES | 10009 | \$45,000 |
| SWCOMPST | RETIREMENT FUND | 10099 | \$4,000 |
| SWCOMPST | SOCIAL SECURITY | 10108 | \$4,000 |
| SWCOMPST | HEALTH | 10117 | \$20,000 |
| SWCOMPST | DENTAL | 10153 | \$1,000 |

29
30
31 **BE IT FURTHER RESOLVED** that new expense accounts be established as follows; and
32

| | | |
|----------|-----------------------------|-----------|
| SWCOMPST | MARKETING | \$56,180 |
| SWCOMPST | DROP-OFF KIOSKS AND CADDIES | \$62,000 |
| SWCOMPST | PICKUP TRUCK AND TIPPER | \$135,000 |

33
34 **BE IT FURTHER RESOLVED** that the County Executive and County Clerk are authorized to
35 execute the grant agreement; and
36

37 **BE IT FINALLY RESOLVED** that the Department of Waste & Renewables be directed to
38 ensure complete performance of the Agreement and that all funds shall be carried forward until
39 realized and expended.

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

| | | | | |
|---|---------------------------------|---|--|---|
| 1. Award No. 2024-70510-41982 | 2. Amendment No. | 3. Proposal Number 2023-12477 | 4. Period of Performance 06/01/2024 through 05/31/2026 | 5. Type of Instrument Cooperative Agreement |
| 6. Type of Action New | 7. CFDA Number 10.935 | 8. FAIN 20247051041982 | 9. Method of Payment ASAP 70510419827051023000 | 10. CRIS Number 1031831 |

11. Authority. 7 U.S.C. 6923, Section 12302 of P.L 115-334, Composting and Food Waste Reduction cooperative agreement pilot program

| | |
|---|---|
| 12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA 805 Pennsylvania Ave Kansas City, MO 64105 | 13. Awardee Organization COUNTY OF DANE MADISON, WI 53703-3345 |
|---|---|

| | | |
|--|--|---|
| 14. Program Point of Contact: Lydia Kaume Telephone: 816-642-4607 lydia.kaume@usda.gov | Administrative Point of Contact: Jennifer Denison Telephone: 208-512-5069 jenifer.denison@usda.gov | 15. Project Director/Performing Organization Roxanne Wienkes Dane County Waste and Renewables Madison, WI 53713 |
|--|--|---|

| | | | | | | |
|-----------------------|----------------|--------------------|-----------------------------|---------------|-------------------|---------------|
| 16. Funding: | <u>Federal</u> | <u>Non-Federal</u> | 17. Funds Chargeable | <u>Amount</u> | <u>FY-TAS-FDC</u> | <u>Amount</u> |
| Previous Total | \$0.00 | \$0.00 | <u>FY-TAS-FDC</u> | | | |
| + or - | \$400,000.00 | \$100,000.00 | 21-12X0502-70510 | \$400,000.00 | | |
| Total | \$400,000.00 | \$100,000.00 | | | | |
| Grand Total | \$500,000.00 | | | | | |

18. Title of Proposal
Moving Dane County Towards Circularity: Establishing Community Food Scraps Collection Kiosks & Full-time Organics Business Development & Outreach (OBDO) Role

PROVISIONS

This Award incorporates the following:

- Funds in the amount of \$400,000 are withheld pending NIFA's receipt of a counter-signed Award Face Sheet (NIFA Form 2009). The Authorized Representative's signature certifies two requirements. First, that the recipient understands and accepts the Cooperative Agreement as represented in Attachment A. Second, that the recipient understands their responsibility in ensuring the program's 25% matching condition is met per the requirements and standards in 2 CFR 200.306 and that match documentation must be available upon request for audit purposes. Once signed, return a PDF copy of the Award Face Sheet to awards@usda.gov and the Administrative Point of Contact listed in Block 14 above. Award funds will not be made available until the counter-signed document is received.
- In addition to the Cooperative Agreement, as applicable, the March 2024 USDA/FPAC General Award Terms and Conditions (available at <https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>) and January 2024 USDA/NIFA Research Terms and Conditions (available at: <https://www.nifa.usda.gov/grants/regulations-and-guidelines/terms-conditions>) apply.
- Indirect cost recovery has been voluntarily waived by the applicant as evidenced by the application budget submitted.
- Failure to submit complete, accurate, and timely reports may result in possible award delays or enforcement actions. Federal Financial SF-425 forms are to be sent to awards@usda.gov. Project progress reports are to be completed in the REEport portal located at <https://portal.nifa.usda.gov>. Questions regarding access to REEport should be directed to electronic@usda.gov. Additional information regarding grant management and closeout can be found at: <https://www.nifa.usda.gov/grants/lifecycle/post-award> and <https://www.nifa.usda.gov/grants/lifecycle/close-out>.
- The obligation of funds may be terminated without further cause unless the recipient commences the timely drawdown of funds; initial drawdown of funds signifies acceptance of award terms and conditions and should commence in a timely manner within the award period. Inquiries regarding ASAP Payment Accounts should be directed to the Financial Management Division at

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.

| | | |
|---|-------------------------------|---------------------------|
| Typed Name Mark Heap Authorized Departmental Officer | Signature MARK.HEAP | Date 04/02/2024 |
|---|-------------------------------|---------------------------|

FOR THE PERFORMING ORGANIZATION

Signature of person authorized by the governing body of the performing organization to incur contractual obligations.
Signature indicates acceptance when a cooperative agreement is cited in Type of Instrument (block 5) above.

| | | |
|-----------------------------|------------------|-------------|
| Typed Name and Title | Signature | Date |
|-----------------------------|------------------|-------------|

**United States Department of Agriculture
National Institute of Food and Agriculture
AWARD FACE SHEET**

| | | | | |
|---|---------------------------------|---|--|---|
| 1. Award No. 2024-70510-41982 | 2. Amendment No. | 3. Proposal Number 2023-12477 | 4. Period of Performance 06/01/2024 through 05/31/2026 | 5. Type of Instrument Cooperative Agreement |
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11. Authority. 7 U.S.C. 6923, Section 12302 of P.L 115-334, Composting and Food Waste Reduction cooperative agreement pilot program

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| 12. Agency (Name and Address) Awards Management Division National Institute of Food and Agriculture/USDA 805 Pennsylvania Ave Kansas City, MO 64105 | 13. Awardee Organization COUNTY OF DANE MADISON, WI 53703-3345 |
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| | | |
|--|---|---|
| 14. Program Point of Contact: Lydia Kaume Telephone: 816-642-4607 lydia.kaume@usda.gov | Administrative Point of Contact: Jenifer Denison Telephone: 208-512-5069 jenifer.denison@usda.gov | 15. Project Director/Performing Organization Roxanne Wienkes Dane County Waste and Renewables Madison, WI 53713 |
|--|---|---|

| | | | | | | | |
|---------------------|----------------|--------------------|-----------------------------|-------------------|---------------|-------------------|---------------|
| 16. Funding: | <u>Federal</u> | <u>Non-Federal</u> | 17. Funds Chargeable | <u>FY-TAS-FDC</u> | <u>Amount</u> | <u>FY-TAS-FDC</u> | <u>Amount</u> |
| Previous Total | \$0.00 | \$0.00 | | | | | |
| + or - | \$400,000.00 | \$100,000.00 | 21-12X0502-70510 | | \$400,000.00 | | |
| Total | \$400,000.00 | \$100,000.00 | | | | | |
| Grand Total | \$500,000.00 | | | | | | |

18. Title of Proposal
Moving Dane County Towards Circularity: Establishing Community Food Scraps Collection Kiosks & Full-time Organics Business Development & Outreach (OBDO) Role

PROVISIONS

asapcustomerservice@usda.gov.

6. Prohibition against using funds under Grants and Cooperative Agreements with entities that require certain internal confidentiality agreements are referenced at <https://nifa.usda.gov/prohibition-confidentiality-agreements>.

7. Equipment and/or other property acquired under this award is subject to requirements of award terms and conditions and 2 CFR 200.310-316 Property Standards.

Co-Project Director(s):

Alex Thomas (Dane County Waste and Renewables)

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

This award, subject to the provisions above, shall constitute an obligation of funds on behalf of the Government. Such obligation may be terminated without further cause unless the recipient commences the timely drawdown of funds; such drawdowns may not exceed one year from issuance date of the award.

**United States Department of Agriculture
National Institute of Food and Agriculture
ATTACHMENT A TO THE AWARD : 2024-70510-41982**

United States Department of Agriculture
National Institute of Food and Agriculture

COOPERATIVE AGREEMENT No. 2024-70510-41982

Between

County of Dane

and the

U.S. DEPARTMENT OF AGRICULTURE

NATIONAL INSTITUTE OF FOOD AND AGRICULTURE (NIFA)

and the

OFFICE OF URBAN AGRICULTURE AND INNOVATIVE PRODUCTION (OUAIP)

I. Introduction and Purpose:

The U.S. Department of Agriculture (USDA) is committed to addressing the problem of food loss and waste through its programs, policies, and guidance. USDA's Office of Urban Agriculture and Innovative Production (OUAIP) was formed through the 2018 Farm Bill to improve USDA's support for urban and innovative farming operations through cooperative agreements and oversees the Compost Food Waste and Reduction (CFWR) Pilot Program. The National Institute of Food and Agriculture (NIFA) ' is part of USDA's Research, Education, and Economics (REE) mission area. The agency administers federal funding to address the agricultural issues impacting people's daily lives and the nation's future.

OUAIP, in partnership with NIFA will be managing the FY23 CFWR awards to enhance cross-agency support for awardees and allow for interagency data collection and strategic collaboration of composting and food loss and waste issues at the national level. The purpose of the CFWR program is to enter into cooperative agreements with eligible entities to develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans.

The United States Department of Agriculture (USDA) and the County of Dane, Wisconsin hereafter referred to as the Cooperator, enter into this agreement and work cooperatively as they develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans towards completion of the purposes and activities outlined in the County of Dane's CFWR Application entitled: Moving Dane County Towards Circularity: Establishing Community Food Scraps Collection Kiosks & Full-time Organics Business Development & Outreach (OBDO) Role

Currently there is a significant lack of organics recycling infrastructure in the Dane County region, Wisconsin, especially when it comes to food scrap recycling. This project will greatly improve county residents' availability to recycle and/or compost food scraps and will provide Dane County with the means to sustainably grow and sustain a food scrap drop off program. The goal of this project is to expand access to food waste recycling opportunities in numerous communities across Dane County. This will be accomplished by constructing five food waste collection drop off sites across Dane County in collaboration with five different host partners and coordinating hauling to Dane County's organics recycling facility. The existing Dane County Department of Waste & Renewables educational programming will be expanded to include the new organics recycling program created by the launch of the food scrap drop off kiosks. This will include inclusion of promotional education in the regularly scheduled summer tours, outreach at local events that the department participates in, and launch and educational events at the deployment of each of the kiosks. Particular focus for reaching diverse audiences will occur at the Henry Vilas Zoo, a free county zoo which has committed to being a drop off kiosk host site. The success of the project will be measured through increased participation in organics recycling within the county. This will be measured primarily in the following ways: 1) Amount in tons of organics material collected through the food scrap drop-off kiosks, 2) number and demographics of people reached through educational efforts 3) number of organizations and businesses participating in organics recycling within Dane County, and 4) cost associated with program implementation.

II. Authority:

The Composting and Food Waste Reduction (CFWR) cooperative agreement pilot program is authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923. Funding was made available by the American Rescue Plan Act of 2021, Public Law 117-2. NIFA is authorized to enter into this agreement pursuant to Section 1006 of the American Rescue Plan Act of 2021 (Pub. L. 117-2), as amended by Section 22007 of the Inflation Reduction Act of 2022 (Pub. L. 117'169), and 7 U.S.C. 3318(c) pertaining to cooperative agreements.

III. Agreement:

NIFA alongside OUAIP will coordinate the substantial federal involvement required by this agreement on behalf of USDA.

A. It is agreed that the County of Dane ('cooperator'), NIFA, and OUAIP, together referred to as the 'Parties,' will cooperate for their mutual benefit to develop and test strategies for planning and implementing municipal compost plans and food waste

**United States Department of Agriculture
National Institute of Food and Agriculture
ATTACHMENT A TO THE AWARD : 2024-70510-41982**

reduction plans as outlined in the cooperator's Composting and Food Waste Reduction CFWR Application. This agreement will be effective from June 1, 2024, through May 31, 2026.

B. The signatories hereby certify that they have authority to enter into this agreement, and by their signatures do hereby enter into this agreement. NIFA Award Face Sheet will be the official award and obligating document. NIFA Authorized Departmental Officer and the cooperator's signatory will be required to both sign the award Face Sheet for a legally binding agreement.

IV. Funding Information:

County of Dane's UEI is M7DYJMKQ9MH7 and EIN is 39-6005684.

V. Points of Contact:

A. For USDA Programmatic Contact: Program Leader listed in block 14 of the NIFA Award Face Sheet.

B. For USDA Administrative Contact: NIFA's Authorized Departmental Officer (ADO) listed in block 14 of the Award Face Sheet.

C. For County of Dane: Roxanne Wienkes, Deputy Director, (608) 509-6681, wienkes.roxanne@countyofdane.com, or their designee or successor will serve as lead Project Director.

D. For County of Dane: John Welch, Director, (608)516-4154, welch@countyofdane.com, or their designee or successor will serve as the Authorized Representative (AOR).

VI. Responsibilities of the Parties

A. County of Dane agrees to:

1. Assure and certify that in addition to terms stated in this cooperative agreement it has and/or will comply and require subrecipients to comply with the requirements contained in the NIFA Research Terms and Conditions for Grants and Cooperative Agreements, as well as the reporting requirements specified below.

2. Participate in ongoing coordination with USDA in the planning and delivery of activities.

3. Carefully manage project funds to complete deliverables, as outlined in the grant application.

4. Share Cooperator expertise and experiences with other cooperators and USDA to better inform USDA's approach to addressing food loss and waste.

5. Reporting: Financial

a. NIFA requires all cooperators to submit a Federal Financial Report Form SF-425, annually no later than 90 days after the award anniversary date. The final SF-425 is due no later than 120 days after the termination date of the grant. The form should be emailed as a PDF attachment to both: awards@usda.gov and urbanagriculture@usda.gov. All questions relating to the SF-425 reports should be directed to the Administrative Contact listed in block 14 of the Award Face Sheet.

b. NIFA requires all cooperators to submit a Project Financial Report through REEport on an annual basis, due February 1st of each year. Assistance for submitting online forms through REEport should be directed to REEport Customer Service at electronic@usda.gov

6. Reporting: Annual Progress

a. NIFA requires all cooperators to submit an annual technical progress report through REEport, due within 90 days after the award anniversary date. Progress reports must cover only the most recent annual budget period and should adequately describe the project's progress toward performance objectives and clearly highlight the major accomplishments achieved during the reporting period.

b. OUAIP requires OUAIP Supplemental Reporting Form (NRCS-OUAIP-1), reporting on specific project indicators, must be submitted to urbanagriculture@usda.gov annually, due within 90 days after the award anniversary.

7. Reporting: Final Technical Report

a. NIFA requires all cooperators to submit a final technical progress report through REEport, due within 120 days of the expiration of the award. The final progress report are required to cover the duration of the project, from start to end date. Reports should adequately describe how performance objectives were achieved and highlight the major accomplishments and non-technical impacts of the project.

b. OUAIP requires all cooperators to submit a final OUAIP Supplemental Reporting Form (NRCS-OUAIP-1), reporting on specific project indicators, to urbanagriculture@usda.gov within 120 days of the expiration of the award.

B. The USDA agrees to:

1. Assign a NIFA National Program Leader (NPL) with appropriate expertise who will monitor the project, make recommendations concerning planning and procedures to be followed, and ensure that objectives are being fulfilled.

2. Provide funds in the amount of \$400,000 in this funding authorization under the U.S. Department of Treasury Automated Standard Application for Payment (ASAP) system. The total cost to NIFA under this Agreement will not exceed \$400,000.

3. Reimburse the Cooperator for allowable, allocable, and reasonable costs as specified on the Award Face Sheet, Form NIFA-2009 and the approved budget. Tuition remission is unallowable.

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ATTACHMENT A TO THE AWARD : 2024-70510-41982**

4. Provide guidance in the evaluation process and other technical assistance as needed.
5. Collaborate with the cooperator in evaluating, accepting and achieving the milestones for the project as proposed by the cooperator.
6. Provide technical direction to the overall program, as well as the individual program elements as it is determined to be necessary and appropriate by USDA.
7. Participate during the full duration of the project and will have continuing rights to conduct ongoing negotiations with the cooperator regarding the technical direction of the work conducted under this agreement.
8. Attend meetings and participate in the formation and direction of scope of the key development activities.
9. Ensure the Program Leader named in block 14 of the NIFA Award Face Sheet will participate in the development, review and approval of all statements of work, including subcontractor statement of work, prior to execution of any subcontract.
10. Review technical progress reports and provide input to these reports as deemed necessary. USDA will use these reports to evaluate the cooperative agreement deliverables; thus, providing an additional measure of technical progress.
11. Collaborate with the cooperator in the allocation of funds budgeted for this agreement. Further as work progresses, funding needs may change and depending upon availability of funds, as appropriate. USDA will work with the cooperator to reallocate funds budgeted between different programs and projects, if necessary.
12. Monitor all phases of the cooperator's activities, including the participation in the cooperator's review of its contractors' and subawardees' activities and review of the contractors' and subawardees' reports to the cooperator.
13. USDA will actively participate in the cooperator's process of reviewing and approving each phase of the proposed programs and projects.

C. It is mutually agreed that:

1. This Agreement shall be deemed effective as of June 1, 2024, and shall remain in effect until May 31, 2026, unless extended by mutual consent.
2. USDA's NIFA will utilize its normal payment management system to make the federal financial assistance funding available to the cooperator. After the agreement is fully signed and the federal funds are recorded as an obligation, NIFA will authorize the agreement amount in the Department of Treasury application known as the Automated Standard Application for Payments (ASAP) system. NIFA will also provide to the cooperator enrollment instructions for the ASAP system through which the cooperator will access their funding. The cooperator may obtain assistance with the ASAP system from NIFA at asapcustomerservice@usda.gov. For more information on the amounts and timing of ASAP drawdowns, see 2 CFR Part 200.305, 'Federal payment.' Funds must be drawn on an as-needed basis only. Should there be unobligated funds remaining at the conclusion of the project, such funds shall be refunded to the NIFA-USDA and any undrawn authorization under the ASAP System shall be revoked.
3. Provisions of the approved proposal on which this Agreement is based that may not be explicitly stated herein are considered an integral part of this Agreement.
4. The provisions of Executive Order No. 11246 dated September 24, 1965, Sec. 202, para. (1) through (7) are made a part of this Agreement. As appearing throughout these paragraphs, the word "contract" shall be construed to mean "agreement" and the word "contractor" shall be construed to mean County of Dane.
5. No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
6. All travel using Federal funds must be directly related to the work required under this agreement. All travel must comply with 31 U.S.C. ' 1345, Federal Travel Regulations, and applicable cost principles.
7. This agreement may be amended at any time by mutual written agreement of the parties and will be amended in writing by the Authorized Departmental Officer.
8. Nothing in this agreement may be interpreted to imply that USDA endorses any product, service, or policy of the cooperator or the cooperator's partners, contractors, and/or subawardees. The cooperator will not take any action or make any statement that suggests or implies an endorsement.
9. As a condition of this Cooperative Agreement, the recipient assures and certifies that it is in compliance with, and will comply in the course of the Agreement with, all applicable laws, regulations, Executive Orders, and other generally applicable requirements specifically stated in this agreement and otherwise applicable. These regulations include the protection of human subjects with the requirements set out in 7 CFR 1c.103 and in the Department of Health and Human Services regulations in 45 CFR part 46, as amended, which hereby are incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.
10. In accordance with 2 CFR part 418, the recipient (and any subtier recipient) is prohibited from making any payments from Federal funds for lobbying a Member of Congress, an officer or employee of Congress, an employee of Congress or any Federal agency in connection with the awarding, renewal, extension, continuation, amendment or modification of a particular contract, cooperative agreement, grant, or loan. If any lobbying activity from non-appropriated funds occurs and the application or award action exceeds \$100,000, then the recipient (and any subtier recipient, if applicable) must file certification and disclosure forms (instructions found in Appendix A & B of 2 CFR part 418). Primary recipients are required to

**United States Department of Agriculture
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ATTACHMENT A TO THE AWARD : 2024-70510-41982**

- collect the certification and disclosure forms from their subtier recipients and submit them to NIFA-USDA. If required as stated above, certification and disclosure forms must be executed before an award action which exceeds \$100,000 is made.
11. Pursuant to the provisions of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 417, subpart C, the recipient agrees as a condition of this award that it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in a covered transaction, unless specifically authorized by NIFA-USDA.
12. Recipient must comply with applicable National Policy Requirements attached to all NIFA awards and listed here on this link, <https://www.nifa.usda.gov/nifa-21-002-appendix-i-national-policy-requirements>. For questions regarding applicability contact the Program Leader identified listed in block 14 of the NIFA Award Face Sheet.
13. Pursuant to the provisions of 2 CFR Part 421, which implements the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101-8106), you as the recipient must comply with the Drug-Free workplace requirements in Subpart B or (Subpart C, if the recipient is an individual) of part 421, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 8101-8106).
14. Except as otherwise provided in the terms and conditions of this Agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable material developed in the course of or under this Agreement, but the Federal sponsoring agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.
15. This award, and sub-awards at any tier under this award, shall be governed to the extent applicable by the provisions of 2 CFR Part 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. The OMB guidance found in subparts A through F of 2 CFR part 200 is both adopted and supplemented in 2 CFR part 400. Part 400, along with the adopted 2 CFR part 200, acts as USDA policies and procedures for uniform administrative requirements, cost principles, and audit requirements for Federal awards. This guidance supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidance); Circulars A-89, A-102 and A-133; and the guidance in Circular A-50 on Single Audit Act follow up. In addition, this award or agreement is governed by the following administrative provisions: (a) 2 CFR 415, General program administrative regulations (b) 2 CFR 416, General program administrative regulations for grants and cooperative agreements to state and local governments In addition to any other terms and conditions attached hereto, or stated herein, recipients of awards shall be bound by the Administrative Provisions established for particular programs.
16. The substantial involvement by USDA under this agreement will remain in effect for the term of the cooperative agreement award.
17. Work performed pursuant to this agreement may be subject to the National Environmental Policy Act (NEPA). If applicable, prior to any ground-disturbing activities related to NRCS funding, the awardee must work with NRCS staff to complete an environmental evaluation (EE) related to those activities. Awardees may be required to prepare or pay for preparation of an environmental assessment (EA) or environmental impact statement (EIS), should any environmental review find that an EA or EIS is required.