

AUTHORIZING ACCEPTANCE OF GRANT FROM  
THE US DEPARTMENT OF AGRICULTURE

Dane County Land & Water Resources - Land Conservation Division has secured a grant for \$39,900 from the US Department of Agriculture (USDA) through a subcontract with the Regents of the University of Minnesota. The purpose of this grant is to build sustainable relationships around the use of grazing cover crops on dairy and livestock farms in Southern Wisconsin.

By promoting the idea of a farming community, the objective of this project is to support livestock farms to implement the practice of grazing fall planted cover crops leading to a wider spread implementation of this practice across the Southern Wisconsin landscape. This will be accomplished by utilizing existing knowledge of farmers around the state paired with institutional knowledge from local extension and county agency staff. At the end of the 2 year project, the goal is to have introduced this management practice to a wide range of farmers and conservation staff through a network of farms using the practice.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the Dane County Executive hereby accept the cost share grant in the amount of \$39,900 from the US Department of Agriculture through a subcontract with the Regents of the University of Minnesota.

**BE IT FURTHER RESOLVED** that the County Board of Supervisors and the Dane County Executive hereby authorize the Director of Land & Water Resources to sign and submit the grant agreement, submit reimbursement claims along with necessary supporting documentation within 6 months of project completion, submit signed documents and take necessary action to undertake, direct and complete approved projects.

**BE IT FINALLY RESOLVED** that a new revenue and expense account LWRCONSV "USDA Grazing Cover Crops Grant" be established for \$39,900. These funds shall be carried forward until expended.

# FDP Cost Reimbursement Research Subaward Agreement

UMN CON #: 73841

Federal Awarding Agency: Department of Agriculture (USDA)	
Pass-Through Entity (PTE): <b>Regents of the University of Minnesota</b>	Subrecipient: <b>Dane County Land Conservation</b>
PTE PI: Beth Nelson	Sub PI: Marie Raboin
PTE Federal Award No: 2018-38640-28416	Subaward No: H007179341
Project Title: Building sustainable relationships around the use of grazing cover crops	
Subaward Period of Performance (Budget Period): Start: 03/15/2019 End: 03/31/2021	Amount Funded This Action (USD): \$ 39,900.00
Estimated Project Period (if incrementally funded): Start: End:	Incrementally Estimated Total (USD): \$

### Terms and Conditions

- PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
- A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
- The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
- Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Either party may terminate this Subaward with 30 days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
- By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:	By an Authorized Official of Subrecipient:
Name: Amy Bicek-Skog Date: _____	Name: Laura Hicklin Date: 4/9/17
Title: Principal Grant Administrator	Title: Director of Dane County Land & Water Resources



**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

H007179341

**Certification Regarding Lobbying (2 CFR 200.450)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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**Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)**

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

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**Audit and Access to Records**

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

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**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

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The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.





United States Department of Agriculture

AD 1048

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read Instructions On Page Two Before Completing Certification)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Laura M. Hicklin, Director

SIGNATURE(S)

DATE

4/1/19



### Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, 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 this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Attachment 2**  
**Federal Award Terms and Conditions**

Subaward Number  
**H007179341**

**Required Data Elements**

The data elements required by Uniform Guidance are incorporated **in the attached Federal Award.**

Federal Award Issue Date	FAIN	CFDA No.
CFDA Title		
Key Personnel Per NOA		

**This Subaward Is:**

- Research & Development     Subject to FFATA

**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:  
<http://nifa.usda.gov/resource/nifa-federal-assistance-policy-guide>
2. 2 CFR 200 and 2 CFR 400
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:  
<https://nifa.usda.gov/regulations-and-guidelines>
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:  
<https://www.nsf.gov/awards/managing/rtc.jsp> except for the following :
  - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Administrative Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
  - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
  - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
  - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
  - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: **Additive**

This section intentionally left blank

**Special Terms and Conditions:**

**Copyrights:**

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

**Data Rights:**

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

**Data Sharing and Access** (Check if applicable):

- Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and attached.



**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: **Subrecipient**

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: **USDA – As stated in the solicitation**

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

**Work Involving Human or Vertebrate Animals** (Select Applicable Options)

No Human or Vertebrate Animals

This section left intentionally blank.

**Human Subjects Data** (Select One)

**Not Applicable**

This section left intentionally blank

**Additional Terms**

Subrecipient may rebudget up to ten percent (10%) of the total award between categories without prior written approval from the UMN PI.

Final invoice will be held until the Final Technical Report is received, and approved, by UMN PI.



**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

H007179341

**PTE Information**

Entity Name: Regents of the University of Minnesota

Legal Address: Office of Sponsored Projects Administration  
450 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2070

Website: <https://research.umn.edu/units/spa>

**PTE Contacts**

Central Email: awards@umn.edu

Principal Investigator Name: Beth Nelson

Email: ncsare@umn.edu / schre002@umn.edu Telephone Number: 612-626-3133 / 612-626-4436

Administrative Contact Name: Amy Bicek-Skog

Email: askog@umn.edu Telephone Number: 612-625-0413

COI Contact email (if different to above):

Financial Contact Name: Amy Bicek-Skog

Email: askog@umn.edu Telephone Number: 612-625-0413

Email invoices?  Yes  No Invoice email (if different): sub-inv@umn.edu

Authorized Official Name: Pamela Webb, Kevin McKoskey, Andrea Marshall, David Hagen, April Coon, Amy Bicek-Skog

Email: awards@umn.edu Telephone Number: 612-624-5599

**PI Address:**

NCR-SARE  
120 BioAgEng  
1390 Eckles Avenue  
Saint Paul, MN 55108

**Administrative Address:**

Office of Sponsored Projects Administration  
450 McNamara Alumni Center  
200 Oak Street SE  
Minneapolis, MN 55455-2070

**Invoice Address:**

Invoices shall reference the subaward number as shown on the face page of this agreement, current and cumulative costs (including cost sharing), and signed certification statement and be submitted in electronic format to sub-inv@umn.edu. Final invoice must be marked "Final."



**Attachment 3B**  
**Subrecipient Contacts**

Subaward Number:  
H007179341

**Subrecipient Information for FFATA reporting**

Entity's DUNS Name: County of Dane  
EIN No.: 39-6005684 Institution Type: County Government  
DUNS: 076148766 Currently registered in SAM.gov:  Yes  No  
Parent DUNS: Exempt from reporting executive compensation:  Yes  No (if no, complete 3Bpg2)  
Place of Performance Address: *This section for U.S. Entities:* Congressional District: 2 Zip Code Look-up: 53718-8827  
Zip Code+4: 53718-8827

Dane County Land & Water Resources  
5201 Fen Oak Drive, Room 208  
Madison, WI 53718

**Subrecipient Contacts**

Central Email: lwr@countyofdane.com  
Website: https://www.countyofdane.com/

Principal Investigator Name: Marie Raboin  
Email: raboin.marie@countyofdane.com Telephone Number: 608-224-3742

Administrative Contact Name: Amy Piaget  
Email: piaget.amy@countyofdane.com Telephone Number: 608-224-3740

Financial Contact Name: Janet Crary  
Email: crary@countyofdane.com Telephone Number: 608-224-3757

Invoice/Payment Email: crary@countyofdane.com

Authorized Official Name: Laura Hicklin  
Email: hicklin.laura@countyofdane.com Telephone Number: 608-224-3730

**Legal Address:**

County of Dane  
210 Martin Luther King Jr. Blvd., Room 426  
Madison, WI 53703

**Administrative Address:**

Dane County Land & Water Resources  
5201 Fen Oak Dr., Room 208  
Madison, WI 53718

**Payment Address:**

Dane County Land & Water Resources  
5201 Fen Oak Dr., Room 208  
Madison, WI 53718



**Attachment 3B-2**  
**Highest Compensated Officers**

Subaward Number:

H007179341

**Subrecipient:**

Institution Name:

PI Name:

**Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:



**Attachment 4**  
**Reporting and Prior Approval Terms**

Subaward Number:

H007179341

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

**Technical Reports:**

- Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Administrative Contact
- Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

**Prior Approvals:**

Carryover:  
Carryover is automatic

**Other Reports:**

- In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Administrative Contact 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.  
A negative report is required: No
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

**Other Special Reporting Requirements:**

See NCR-SARE Award Letter for specific reporting requirements. Invoices will be held if reporting requirements are not met.



**Attachment 6**

**Notice of Award (NOA) and any additional documents**

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.
- Not incorporating the NOA or any additional documentation to this Subaward.



**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:

H007179341

**Statement of Work**

Below  Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

**Budget Information**

<b>Indirect Information</b> Indirect Cost Rate (IDC) Applied <input type="text" value="0"/> % Rate Type: <input type="text" value="Total Direct Costs"/> <input type="text"/>	<b>Cost Sharing</b> <input type="text" value="No"/> If Yes, include Amount: \$ <input type="text"/>
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**Budget Details**  Below  Attached,  pages

See pages 7-8 of attached file.

**Budget Totals**

Direct Costs	\$	<input type="text" value="39,900.00"/>
Indirect Costs	\$	<input type="text" value="0.00"/>
Total Costs	\$	<input type="text" value="39,900.00"/>

*All amounts are in United States Dollars*