

Dane County Contract Cover Sheet

Res 262

Revised 01/2024

Dept./Division	LWRD / Parks		
Vendor Name	WI DNR	MUNIS #	3457
Brief Contract Title/Description	WDNR Urban Forestry grant to develop a tree planting pilot project to distribute free trees from the county gravel bed nursery to community partners.		
Contract Term	2/10/2025 - 12/31/2025		
Contract Amount	\$25,000		

Contract # Admin will assign	15680
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	Adam Alves	Name	Carmen Hardin
Phone #	608.220.7512	Phone #	608.235.3261
Email	alves_adam@danecounty.gov	Email	DNRurbanforestrygrants@wisconsin.gov
Purchasing Officer			

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 #	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$
	Year	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.

Resolution Required if contract exceeds \$100,000	<input checked="" type="checkbox"/> Contract does not exceed \$100,000	Res #	262
	<input 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	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2024.12.23 10:31:34 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/23/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, January 3, 2025 12:28 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15680
Attachments: 15680.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/3/2025 1:29 PM	Approve: 1/3/2025 1:29 PM
	Patten (Purchasing), Peter	Read: 1/3/2025 12:28 PM	Approve: 1/3/2025 12:36 PM
	Gault, David	Read: 1/3/2025 1:30 PM	Approve: 1/3/2025 1:31 PM
	Cotillier, Joshua	Read: 1/3/2025 1:01 PM	Approve: 1/3/2025 1:01 PM
	Stavn, Stephanie	Read: 1/3/2025 12:59 PM	
	Oby, Joe		

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

Contract #15680

Department: Land & Water Resources/Parks

Vendor: WI Dept of Natural Resources

Contract Description: Accept Urban Forestry grant for tree planting pilot project (Res 262)

Contract Term: 2/10/25 – 12/31/25

Contract Amount: \$25,000.00

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.

2024 RES - 262

**AUTHORIZING ACCEPTANCE OF A GRANT FROM THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
URBAN FORESTRY GRANT PROGRAM
FOR A COMMUNITY TREE PLANTING PILOT PROJECT**

Dane County Parks has secured a Wisconsin Department of Natural Resources (DNR) Urban Forestry grant award to develop a tree planting pilot project to distribute free trees from the Dane County Parks gravel bed tree nursery to community partners. Dane County parks will develop an application process similar to existing Land and Water Resources Department's "Free Native Plants for Schools and Community Projects" program.

Grant funds will be used to hire a limited term employee to help implement, run and build capacity for the program. The required match for the grants will be in-kind services provided by Dane County Parks.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Board of Supervisors and the Dane County Executive hereby accept \$25,000 from the DNR Urban Forestry Grant Program.

BE IT FURTHER RESOLVED that the Land & Waters Resources Director, Dane County Parks Director and the Forester Specialist are authorized to execute documents necessary to submit grant reports and reimbursement requests to the DNR and the County Executive is authorized to sign the grant agreement.

BE IT FINALLY RESOLVED that LWRADMIN account 80125 Urban Forestry Grant Revenue shall be increased by \$25,000. Account LWRADMIN 10097 LTE Forestry shall be increased by \$23,088 and LWRADMIN 10108 Social Security shall be increased by \$1,912. All Funds shall be carried forward until realized and expended.

Wisconsin DNR Urban Forestry Grant Agreement

Grantee Name		Grantee UEI	
Dane County		M7DYJMKQ9MH7	
Grant Number	Grant Program	Performance Period	
25UF1648	Urban Forestry – Federally funded	Grant Start Date	Grant End Date
		February 10, 2025	December 31, 2025

Project Title:

Plant Dane Community Tree Planting Pilot Project

Project Description and Scope Details

Project Description (as provided by the Grantee in the original application): Develop a planting pilot project to distribute free trees from county gravel bed nursery to community partners (municipal and non-profit public and private landowners). Develop application process similar to existing plant Dane native plant storm water program to prioritize those stake holders that have the highest need, meeting criteria like canopy loss, income requirements, and other social equity components.

Project Scope Details:

TREE MAINT. – PLANTING

PLANT DANE TREE PROGRAM

Authorized Representative (Name and Title)

Melissa Agard, Dane County Executive

Street address

210 Martin Luther King Jr. Blvd

City, State, Zip Code

Madison, WI 53703

Total Award Amount:	\$ 25,000.00
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This grant agreement (Agreement) is entered into for the Project Period, by and between (hereinafter Grantee) and the State of Wisconsin Department of Natural Resources (hereinafter Department), for the purposes of awarding an Urban and Community Forestry Program grant for completion of the described Project and establishing conditions of payment of the grant award. The Department and Grantee mutually agree to the following terms and conditions:

A. PROGRAMMATIC CONDITIONS

1. This Agreement is to be performed in accordance with ch. NR 47, Wis. Adm. Code, and the Cooperative Forestry Assistance Act as amended (16 USC 2101, et seq.).
2. **ENTIRE GRANT AGREEMENT.** This Agreement, together with any incorporated or referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. The attachments to this agreement are as follows:
 - a. Project Special Conditions
 - b. Source of Funds
 - c. State Grant Agreement Terms and Conditions
 - d. Federal Compliance Requirements (requires signature)
 - e. AD-1048 Form

Other incorporated parts are as follows:

- f. Grantee's Grant Application
3. **PROJECT SPECIAL CONDITIONS.** The Grantee shall comply with all requirements listed in Attachment A, which pertain to the scope of the Project. The Grantee must obtain Department approval for any changes or deviations from the Project Special Conditions.

Grantee shall provide a copy of the requirements in Attachment A to any employees or contractors that are performing work on the Project.

4. **ADVANCE PAYMENT.** The Grantee understands that, if it is a not-for-profit organization meeting the requirements of section 501(c)(3) of the Internal Revenue Code, an advance payment of no more than fifty (50) percent of the grant may be requested upon the awarding of the grant. To request an advance payment, Grantee shall submit a cost estimate, a brief statement of need, and a summary of written procedures that minimize the time elapsing between the transfer of the advance payment and disbursement by the Grantee along with this signed grant agreement. These funds shall be expended only for eligible Project costs. Advance payments must be limited to the amounts needed and must be spent as close as administratively feasible to the disbursement from the Department. Within thirty (30) days of receiving an advance, Grantee shall provide the Department documentation showing full expenditure of the advance. Advance payments must comply with 2 CFR Part 200.
5. **INTERIM REPORTS.** The Grantee agrees to provide to the Department for review every 6 months during the grant Project Period, an interim report to contain details of progress, findings, problems, delays, adverse conditions that impair the ability to meet the objectives of the award, and other information regarding the status of the project. Interim reports must include a statement of the action taken or contemplated to resolve any problems, delays, or adverse conditions. Interim reports must be submitted using a form that is available on the Department's Urban Forestry Grants webpage.
6. **REPORTING SIGNIFICANT DEVELOPMENTS.** In accordance with 2 CFR § 200.329, Grantee understands and agrees that it shall notify the Department of any significant developments that could impact the Grant Award or Project, along with Grantee's plan for corrective action and any assistance needed to

resolve the situation, that occurs between reporting due dates. Examples of significant developments are included in 2 CFR § 200.329(e).

7. **REIMBURSEMENT REQUEST.** Payment of the Grant Award shall be made through reimbursement of actual and eligible expenses for the Project that are within the Scope of the Project and have been incurred by the Grantee during the Project Period, unless otherwise approved by the Department. Payment will only be made to the Grantee. The Grantee agrees to provide to the Department for review a final accounting claim for reimbursement, using a form(s) that is available on the Department's Urban Forestry Grants webpage and supported by evidence of cost by March 31, 2026. Grant payment will be made upon Department approval of the final report and the final reimbursement request. Eligible and ineligible expenses are defined in Wis. Adm. Code s. NR 47.56. The Application Guide, FAQs, and other information on the Department website may also be helpful resources.
8. **FRINGE BENEFITS.** The Grantee agrees that it will charge only the actual fringe benefits eligible, not to exceed the rate established annually by the Department of Administration (DOA), as part of the Grantee's labor costs. The current DOA maximum fringe benefit rate effective until June 30, 2025 is 47.60 percent. If the rate is revised after that date, the Department will notify the Grantee of the new rate. Fringe benefits may include employee insurance, retirement plans, Social Security contributions, workers compensation insurance, etc.
9. **EQUIPMENT RATES.** The Grantee agrees to use the annual "DOT Classified Equipment Rates" to establish the eligible rate or estimated life of the equipment for any equipment usage charged to the grant.
10. **FINAL REPORT.** The Grantee agrees to provide to the Department for review, by March 31, 2026 , a final report using a form(s) that is available on the Department's Urban Forestry Grants webpage. The final report shall include:
 - a. Documentation of all Project activities during the Project Period
 - b. Documentation and justification of all Project modifications
 - c. Documentation of all public information and educational activities which were conducted.
 - d. Conclusions and results
 - e. An appendix that includes all references and supporting documents for the final report.
11. **WRITTEN CONTRACTS REQUIRED.** Any construction work or work performed by a consultant or other service provider totaling \$10,000 or more per year requires a written contract. The contract must specify the financial terms, contract duration and services to be rendered.
12. **FOREST SERVICE, DEPARTMENT, AND FUNDING SOURCE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA.** Grantee shall acknowledge Forest Service and Department support in any publications, audiovisuals (with direct production cost to the Grantee of over \$5,000), and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2. Grantee shall use the phrase "Funding for this project is provided by and the USDA Forest Service, Urban and Community Forestry Program in partnership with the Wisconsin Department of Natural Resources". Where space is limited: "Funded by USDA Forest Service through Wisconsin DNR."
13. **DEPARTMENT LOGO.** Grantee may not use the Department's logo without the Department's prior written approval.
14. **USE OF FOREST SERVICE INSIGNIA.** In order for Grantee to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). Written requests,

including a draft showing the proposed logo placement, shall be submitted to DNRUrbanForestryGrants@wisconsin.gov and the Department will relay the request to the Forest Service. The Forest Service encourages the Grantee to use the Forest Service logo by following this process.

15. **APPLICABLE LAW.** The Grantee agrees to comply with all applicable federal, state, and local statutes, ordinances, regulations, and executive orders in fulfilling the terms of this agreement. This includes but is not limited to, general and special zoning, permit requirements, disability access, environmental quality, historical and archeological preservation.

B. GENERAL CONDITIONS

1. **GENERAL ACCOUNTING PRINCIPLES.** The Grantee shall maintain an accounting system that accurately reflects all fiscal transactions, incorporates appropriate controls and safeguards, and provides a good audit trail, particularly to source or original documents. Financial schedules and statements filed with payment requests shall be based on records maintained under generally accepted accounting principles which meet the following minimum requirements:
 - a. Project accounts shall separate grant receipts and eligible expenditures from those allocable to other programs and activities;
 - b. Receipts and expenditures shall be listed in sufficient detail to provide a basis for accurate and complete program reporting;
 - c. All project receipts shall be identified in sufficient detail to reflect their source and purpose;
 - d. Supporting records for all project expenditures (including, but not limited to, proof of payment such as canceled checks or receipts from vendors) shall be itemized in detail to indicate the nature and appropriateness of each; and
 - e. Payroll records that reflect actual project hours worked by each employee as well as allocable gross wages and fringe benefits paid shall be maintained. Time and attendance records describing the work performed, specifying project hours worked by day, and both signed by the employee and bearing evidence of management review/approval, shall be maintained, along with computations showing hourly pay rates and allocation of fringe benefits.
2. **RECORDS RETENTION; ACCESS.** The Grantee shall retain and make available to the Department and USDA Forest Service for inspection all records related to the Project, including invoices, canceled checks, receipts, and fiscal records that support all project costs claimed by the Grantee, for three years from the date of final payment by the Department or three years after the end of the Project Period, whichever is later. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained for three years after all litigation, claims, or audit findings involving the records have been resolved. At the Department's request, Grantee shall provide the Department with all information necessary to comply with all requirements of the USDA Forest Service and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from Grantee necessary for the Department to provide relevant and current Title VI information pursuant to 28 C.F.R. § 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the Department with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the Department deems necessary. Further records retention and access details that apply to this Grant Award can be found in 2 CFR §200.334-.338
3. **OTHER SOURCES OF FUNDS.** Costs for which payment has been or will be received from any other source, including under another federal or state financial assistance program, are ineligible for grant funding. No duplication of payment or reimbursement from another funding source is permitted. The Grantee shall inform the Department of the amount and source of any funds received from other parties to defray the costs of any actions taken under this Agreement. The Department may reduce payment or seek recovery

of funds previously paid to Grantee, if funds received from other parties include payment of costs previously paid by or are eligible under the Urban Forestry Grant Program.

4. **BIDDING REQUIREMENTS.** The Grantee agrees to comply with all applicable federal, local, and state contract and bidding requirements. The Grantee should consult its legal counsel with questions concerning contracts and bidding. For assistance, Grantee may consult <https://dnr.wisconsin.gov/sites/default/files/topic/Aid/grants/ProcurementGuide.pdf>.
5. **NON-DISCRIMINATION.** In connection with the performance of work under this Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, 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 is with respect to, but is not 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. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law. 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. Failure to comply with the conditions of this clause may result in the termination of this Agreement or withholding of payment. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
6. **AFFIRMATIVE ACTION PLAN.** [For grants over \$50,000] Within fifteen (15) working days after this Grant Agreement is executed, Grantee shall comply with the State of Wisconsin Affirmative Action Plan Requirements, available at <https://doa.wi.gov/Documents/DEO/WIAffirmativeActionRequirements.pdf>, and submit the required forms and/or plan to the Department, unless the appropriate forms or plan are already on file with the state.
7. **STANDARDS OF PERFORMANCE.** Grantee shall perform activities as set forth in this Grant Agreement in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.
8. **INDEPENDENT CONTRACTOR.** The Grantee shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Grantee or the Grantee's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Grantee's employees or agents.
9. **COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS.** With respect to funds received by Grantee under this Grant Agreement, for each payment or distribution of funds made by Grantee to third-party contractors or subcontractors, Grantee shall be responsible for ensuring third-party compliance with all laws, rules, and regulations applicable to the receipt of such funds, including but not limited to applicable requirements of this Grant Agreement, the affirmative action requirements set forth in par. B.6., and the civil rights, nondiscrimination, and equal employment opportunity authorities and assurance set forth in par. B.5. and Attachment D par. 12. Grantee shall be responsible for all matters involving any contractor or subcontractor engaged under this Grant Agreement, including grant compliance, performance, and dispute resolution between itself and a contractor or subcontractor. The Department bears no responsibility for contractor or subcontractor, performance, or dispute resolution hereunder.

10. **INDEMNIFICATION.** Grantee agrees to save, hold harmless, defend, and indemnify the State of Wisconsin, the Department and all officers, employees and agents of the State of Wisconsin and the Department, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Grantee's employees, agents or representatives. Grantee shall indemnify and hold harmless the Department and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third parties to perform services or otherwise supply products or services.

The Grantee Authorized Representative signing this Agreement certifies and attests that Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

FOR THE GRANTEE

I agree to the above-stated conditions.

Signature of Grantee Authorized Representative

Melissa Agard, Dane County Executive

Printed name and title of Grantee Authorized Representative

Date Signed

FOR THE STATE OF WISCONSIN

By



Carmen Hardin, Director
Bureau of Applied Forestry

December 10, 2024

Date Signed

ATTACHMENT A: PROJECT SPECIAL CONDITIONS

1. Prior to tree ordering, the GRANTEE agrees to provide to the DEPARTMENT, for review and approval, a planting plan, to include planting specifications, site map(s), and species list.
2. Planting methods and overall care and maintenance shall conform to the most current version of Developing Tree Purchase and Planting Specifications for Bid published by the Wisconsin Department of Natural Resources Forestry Program. Any deviations from these specifications must have prior approval by the DNR urban forestry coordinator. Planting component may be inspected and approved by the DNR urban forestry staff to the above specifications.
3. Nursery stock shall meet standards established in the most current edition of ANSI Z60.1 American Standard for Nursery Stock.
4. Nursery stock must be obtained from a dealer or grower licensed by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (WDATCP) in accordance with Wisconsin Statutes 94.10, or from a dealer or grower licensed or certified by the state where the nursery is located.
5. The GRANTEE shall provide maintenance on trees for a minimum of three years following planting.
6. The GRANTEE's Planting Plan is not to involve overrepresented genera including, but not limited to, maples. Overrepresented genera are those that comprise 10 percent or more of the GRANTEE's community urban tree canopy, based on the GRANTEE's tree inventory data or data available from the DEPARTMENT. Any exceptions must be pre-approved by DNR urban forestry staff.
7. All published documents such as strategic or management plans, training materials, fact sheets, public awareness brochures, etc., must include the following statement in the introduction or other appropriate place: "This document was funded in part by an urban forestry grant from the State of Wisconsin Department of Natural Resources Forestry Program as authorized under s. 23.097, Wis. Stat."
8. Prior to purchase, printing, publication, or duplication, the GRANTEE agrees to provide to the DEPARTMENT, for review and approval, any/all public awareness or educational materials developed for the project. Specific materials include: Application for Plant Dane Tree Program.
9. The GRANTEE gives the DEPARTMENT permission to share products funded by this grant with other interested parties for instructional or educational purposes.

ATTACHMENT B: SOURCE OF FUNDS

Federal Award Identification Number: 24-DG-287

Federal Award Date: Date Department of Natural Resources Receives Award

Assistance Listing #: 10.675

Federal Awarding Agency: U.S. Department of Agriculture, Forest Service ("Forest Service")

Total Amount of the Federal Award: \$448,800

Amount of Federal Funds Obligated by this Award: See title page of grant agreement.

Research & Development: No

Indirect Cost Rate: N/A

Awarding official at the Wisconsin Department of Natural Resources:

Carmen Hardin
Director, Bureau of Applied Forestry
Wisconsin Department of Natural Resources
DNRUrbanForestryGrants@wisconsin.gov

ATTACHMENT C: STATE GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

1. Declining Award: The Grantee may decline the offer of financial assistance provided through this Agreement, in writing, at any time prior to the start of the Project Period and before expending any funds.
2. Amendments: Amendments to this Agreement shall be made in writing, dated, and signed by both parties prior to the end of the Project Period, except that adjustments to the scope of work that are requested by the Grantee may be granted to the Grantee by the Department in writing without the Grantee's signature.
3. Reimbursement of Funds to Department: The Grantee shall reimburse to the Department any disbursed funds which are determined by the Department to have been misused, misappropriated, or used to pay for ineligible expenses. Grantee shall reimburse the Department for any disbursed funds that have not been applied to an eligible expense of the Project within the Project Period of this Grant Agreement. The Department may also require reimbursement of funds if the Department determines that any provision of this Grant Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after the Department gives written notice to Grantee. The State reserves the right to recover such funds by any legal means including litigation if necessary.
4. Suspension of Payments for Failure to Perform: The Department reserves the right to suspend or cease payment of Grant Award funds if required reports are not provided to the Department on a timely basis or if sufficient performance of grant activities is not evidenced. The Department further reserves the right to suspend or cease payment of funds under this Grant Agreement if there are deficiencies related to the required reports. 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 Grant Agreement.
5. Termination of Agreement: The Department reserves the right to terminate this Grant Agreement in whole or in part, with or without cause, without penalty to the Department, effective upon mailing of notice of termination to Grantee. For the avoidance of doubt, termination by the Department is permitted for, among other things: failure of Grantee to make sufficient progress, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation. Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials.
6. Disclosure of State Public Officials and Employees: If a State public official as defined by Wis. Stat. § 19.42, or an organization in which a State public official or a member of the state public official's immediate family holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, WI 53707-7125. Grantee shall not engage the services of any person or persons now employed by Grantor, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the Grantor and the employer of such person or persons.
7. Severability: If any provision of this Grant Agreement 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 Grant Agreement.
8. Survival of Requirements: Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Project Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.
9. Assignment of Agreement: Grantee shall not assign to a third party all or any part of its obligations or rights under this Grant Agreement without prior written approval of the Department.
10. 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.
11. Choice of Law and Venue: This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules and regulations, promulgated to implement this grant program. In the event of a dispute, this Grant Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be the state and federal courts of Wisconsin.

ATTACHMENT D: FEDERAL COMPLIANCE REQUIREMENTS

The Grantee agrees to comply with all applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award. Such regulatory and statutory requirements include, but are not limited to:

1. **UNIFORM ADMINISTRATIVE REQUIREMENTS.** The Grantee understands it is subject to and agrees to comply with the OMB guidance in subparts A through F of [2 CFR Part 200](#), Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also referred to as “Uniform Guidance”), as adopted and supplemented by the USDA in 2 CFR Part 400.
2. **SINGLE AUDIT.** The Grantee agrees to have an audit in accordance with 2 CFR Part 200 Subpart F if the Grantee expends \$1,000,000 or more in federal awards (this award plus any other federal awards) during the fiscal year. When a single audit is required, it shall be submitted to the Department via email to: DNRFNSingleAudit@wisconsin.gov.
3. **COPYRIGHTING.** Grantee is granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.
No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service and the Department each reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes.
This provision includes:
 - a. The copyright in any work developed by Grantee under this award.
 - b. Any right of copyright to which Grantee purchase(s) ownership with any federal contributions.
4. **NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL.** Grantee shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*

(3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

5. **DEBARMENT AND SUSPENSION.** Grantee warrants and represents that Grantee and each of Grantee's employees who will perform work funded with the Grant Award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, as required by 2 CFR Part 180. The Department reserves the right to terminate this Agreement if the Grantee or a sub-contractor is federally debarred or suspended. Grantee must complete form AD-1048 (Attachment E), Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions, and submit the form to the Department along with this signed Agreement. Grantee shall include a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C, as supplemented by 2 C.F.R. Part 417, Subpart C, in any subsequent lower tier covered transactions.

Grantee also warrants and represents that it is not listed on the Wisconsin Department of Administration's Ineligible Vendors Directory.

6. **MEMBERS OF CONGRESS.** Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
7. **TRAFFICKING IN PERSONS.** [Applies to Grantees that are private entities, e.g., non-profits] Grantee and the Grantee's employees may not: (1) engage in severe forms of trafficking in persons during the period of time that the grant is in effect; (2) procure a commercial sex act during the period of time the grant is in effect; or (3) use forced labor in the performance of the grant. Any violations of this clause may result in immediate termination of this grant award. The Grantee shall inform the Department immediately of any information the Grantee receives from any source alleging a violation of the prohibitions in this section. See 2 CFR Part 175 for the full text of the requirement, including definitions of the terms used.
8. **PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.** The Grantee may not require its employees or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. The Grantee must notify its employees or contractors that any prohibitions and restrictions of any internal confidentiality agreements inconsistent with the terms of this provision, are no longer in effect. This provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
9. **ELIGIBLE WORKERS.** Grantee shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Grantee shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.
10. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** The Grantee is responsible for compliance with the prohibition on obligating or expending grant funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services identified in 2 CFR 200.216 as a substantial or essential component of any system,

or as critical technology as part of any system. See Public Law 115-232, Section 889 for additional information.

11. **WHISTLEBLOWER PROTECTIONS.** Grantee shall comply with the requirements of 41 U.S.C. § 4712 regarding whistleblower rights and remedies, which makes it illegal to discharge, demote, or otherwise discriminate or retaliate against an employee for making a protected whistleblower disclosure. Consistent with 41 U.S.C. § 4712(d), the Grantee shall inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. § 4712. Title 41 U.S.C. § 4712 includes the types of protected disclosures and information regarding the filing of complaints with the Office of Inspector General. The Grantee shall insert the substance of this clause in all contracts.
12. **CIVIL RIGHTS, NONDISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AUTHORITIES AND ASSURANCE.** Grantee certifies that it will comply fully with all applicable civil rights statutes, implementing federal and USDA regulations, and executive orders. These include, but are not limited to, the following:
 - A. Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, et seq.), which prohibits age discrimination,
 - B. Equal Employment Opportunity, Executive Order 11246, which bars various types of discriminatory employment practices under grants for construction
 - C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), as supplemented by Executive Orders 11914 and 11250, which prohibits discrimination against persons with disabilities
 - D. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d, et seq.), and the regulations of 7 CFR Part 15, Subpart A, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP)
 - E. Executive Order 13166 regarding LEP and access, as implemented by the USDA's guidance, available at: [Federal Register :: Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Persons With Limited English Proficiency.](#)
 - F. Rights of Religious Organizations, 7 CFR part 16.3(a)
 - G. Executive Order 13798 promoting free speech and religious freedom
 - H. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681-1683, and § 1685-1686) which prohibits sex discrimination in education programs or activities operated by entities receiving Federal financial assistance.
13. **"AND JUSTICE FOR ALL" POSTER.** Grantee shall print and display the "And Justice For All" USDA poster (AD-475A) in public reception areas or other areas visible to the public. The poster is currently available here: <https://www.usda.gov/sites/default/files/documents/JFAGreen508.pdf>
14. **CONFLICTS OF INTEREST.** Grantee agrees that has established safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Grantee further agrees that it will comply with 2 CFR §§ 200.112 and 400.2 and disclose in writing any potential conflicts of interest to the Department.
15. **MANDATORY DISCLOSURES.** In accordance with 2 CFR § 200.113, Grantee agrees to promptly disclose whenever, in connection with this grant (including any activities thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the USDA/USDA Office of the Inspector General and the Department.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood Grantee's obligations as herein described, that any information submitted in conjunction with the assurances above is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By: _____

Name: Melissa Agard

Date: _____

ATTACHMENT E: AD-1048 (also an attachment in email)



ad-1048.pdf