

Dane County Contract Cover Sheet

Res 124

Revised 06/2021

Dept./Division	Planning & Development / Planning		
Vendor Name	WI DATCP	MUNIS #	2394
Brief Contract Title/Description	Farmland Preservation Planning Grant		
Contract Term	7/1/2021 to 12/31/2022		
Contract Amount	\$ 30,000.00		

Contract # Admin will assign	14451
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" 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 type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Brian Standing, Senior Planner	Name	Katy Smith
Phone #	608-267-4115	Phone #	608-224-4621
Email	standing@countyofdane.com	Email	Katy.Smith@wisconsin.gov
Purchasing Officer			

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

MUNIS Req.	Req #	Org:	Obj:	Proj:
	Year	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 (\$40,000 PW)	<input checked="" type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	124
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – 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	
Violante, Todd	Digitally signed by Violante, Todd Date: 2021.09.03 13:04:38 -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: 9/7/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, September 9, 2021 2:33 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14451
Attachments: 14451.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 9/9/2021 3:30 PM	Approve: 9/9/2021 3:30 PM
	Patten (Purchasing), Peter		Approve: 9/9/2021 3:34 PM
	Gault, David	Read: 9/9/2021 5:02 PM	Approve: 9/9/2021 5:03 PM
	Lowndes, Daniel	Read: 9/9/2021 3:03 PM	Approve: 9/9/2021 3:03 PM
	Stavn, Stephanie	Read: 9/9/2021 2:56 PM	
	Oby, Joe		

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

Contract #14451
Department: Planning & Development
Vendor: WI Dept of Ag, Trade & Consumer Protection
Contract Description: Accept Farmland Preservation Planning Grant (Res 124)
Contract Term: 7/1/21 – 12/31/22
Contract Amount: \$30,000

Michelle Goldade

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

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

2021 RES-124

ACCEPTING FARMLAND PRESERVATION PLANNING GRANT

The Dane County Department of Planning and Development submitted a request for a farmland preservation planning grant to the Wisconsin Department of Agriculture, Trade and Consumer Protection. The grant is to support updating and recertifying the Dane County Farmland Preservation Plan. State law requires county farmland preservation plans to be recertified every 10 years. Certification for the current Dane County Farmland Preservation Plan expires December 31, 2022.

On August 9, 2021, the Department of Agriculture, Trade and Consumer Protection approved Dane County's request. The grant period is from July 13, 2021 through December 31, 2022, by which time all project work, including submittal of a farmland preservation plan for certification, must be complete. The grant amount is for a total of \$30,000. The county has demonstrated at least \$30,000 worth of in-kind effort from existing staff to meet the local match requirement. The grant funds will reimburse the University of Wisconsin-Madison Department of Urban and Regional Planning for expenses incurred for providing staff and technical support throughout the update process.

NOW, THEREFORE, BE IT RESOLVED that Dane County accept the farmland preservation planning grant from the Department of Agriculture, Trade and Consumer Protection.

BE IT FURTHER RESOLVED that the County Executive and the County Clerk are hereby authorized to execute the contract for the Farmland Preservation Planning Grant with the Department of Agriculture, Trade and Consumer Protection.

BE IT FURTHER RESOLVED that the following revenue account in the Planning Division of the Dane County Department of Planning & Development be created in the 2021 budget year as follows and that these revenues be credited to the County's General Fund:

REVENUE ACCOUNT:

Account Name - Farmland Preservation Planning Grant

Account Number - 82965

Adjustment - \$30,000

BE IT FURTHER RESOLVED that the following expenditure account in the Dane County Department of Planning & Development be created and that these revenues be transferred from the General Fund to this account:

EXPENDITURE ACCOUNT:

Account Name - Farmland Preservation Planning Grant

Account Number - 21020

Adjustment - \$30,000

BE IT FINALLY RESOLVED that any amounts unrealized or un-expended in the above accounts at the end of 2021 be carried forward into fiscal year 2022.



State of Wisconsin
Governor Tony Evers

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

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

THIS GRANT CONTRACT is made and entered into for the period **07/13/2021** through **12/31/2022** (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“Department” or “State”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and **Dane County** (“Grantee”), whose service address is Room 116, 210 Martin Luther King, Jr. Blvd. Madison, WI 53703.

WHEREAS, the Department has authority to provide grant funds to cover part of the costs of preparing a farmland preservation plan (FPP) update required under s. 91.16, pursuant to s. 91.10(6), Wis. Stats. (“ Program”); and

WHEREAS, the Department has reviewed the County application for funding made pursuant to s. 91.10(6), Wis. Stats. to prepare a farmland preservation plan update consistent with ss. 91.10 and 91.18 Wis. Stats. and has considered the expiration of Dane County’s currently certified farmland preservation plan; and

WHEREAS, the State has approved an award to the Grantee in the amount of **\$30,000** for eligible activities herein described (“Project”); and

WHEREAS, the Department and Grantee agree that the Grantee possesses the personnel and capabilities necessary to administer the Project in a manner consistent with state and federal laws, including ss. 91.10 and 91.18 Wis. Stats.; and

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

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

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

Wisconsin - America’s Dairyland

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

An equal opportunity employer

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

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

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

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

DANE COUNTY

DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

BY: _____
Joe Parisi

BY: _____
Eric K. Ebersberger

TITLE: County Executive

TITLE: Assistant Deputy Secretary

DATE: _____

DATE: _____

DUNS #: [076148766]

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

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

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

ARTICLE 2. APPLICABLE LAWS AND REGULATIONS

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

ARTICLE 3. AVAILABILITY OF FUNDS

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

ARTICLE 4. SCOPE OF WORK

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

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

ARTICLE 5. SUBLET OR ASSIGNMENT OF CONTRACT

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

ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

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

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

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

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

ARTICLE 7. CONFLICT OF INTEREST

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

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

ARTICLE 8. DUAL EMPLOYMENT

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

ARTICLE 9. INDEPENDENT CAPACITY OF CONTRACTOR

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

ARTICLE 10. HOLD HARMLESS

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

ARTICLE 11. FOREIGN CORPORATION

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

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

ARTICLE 12. ANTITRUST ASSIGNMENT

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

ARTICLE 13. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Contract, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities.

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

ARTICLE 14. TERMINATION OF CONTRACT

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

Notwithstanding and in addition to the right to terminate the Contract for cause described above, the Department may terminate this Contract at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the

Department's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the Department.

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

ARTICLE 15. FAILURE TO PERFORM

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

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

ARTICLE 16. AMENDMENT

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

ARTICLE 17. SEVERABILITY

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

ARTICLE 18. WAIVER

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

ARTICLE 19. FORCE MAJEURE

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

ARTICLE 20. CHOICE OF LAW AND VENUE

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

ARTICLE 21. STANDARDS OF PERFORMANCE

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

ARTICLE 22. SURVIVAL OF REQUIREMENTS

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

ARTICLE 23. MULTIPLE ORIGINALS; ELECTRONIC SIGNATURE

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

FISCAL TERMS AND CONDITIONS

ARTICLE 24. METHOD OF PAYMENT

The method of payment is set forth in Attachment E.

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

ARTICLE 25. REIMBURSEMENT OF FUNDS

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

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

ARTICLE 26. FINANCIAL MANAGEMENT

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

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

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

ARTICLE 27. LIMITATION ON COSTS

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

ARTICLE 28. ELIGIBLE COSTS

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

28.2 Costs only as identified in the Attachments are allowed.

ARTICLE 29. VENDOR TAX DELINQUENCY

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

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 30. SINGLE AUDIT REQUIREMENT

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

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

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

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

ARTICLE 31. BONDING AND INSURANCE

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

ARTICLE 32. RECORDS AND REPORTS

All records pertaining to this contract shall be retained by the Grantee for at least five (5) years following the end of the contract term. The Grantee shall maintain reasonable segregation of project accounts and records to enable

the Department to track expenditures made with funds provided under this contract. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Contract, the Grantee shall provide the requested records to the Department.

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

ARTICLE 33. EXAMINATION OF RECORDS

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

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

ARTICLE 34. PERFORMANCE REVIEW

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

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

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

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

Definitions

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

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

ARTICLE 36. LOBBYING

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

ARTICLE 37. PUBLICATIONS, INVENTIONS, AND TRADEMARKS

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

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

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

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

ARTICLE 38. DEBARMENT

Federal Executive Order 12549, titled “Debarment”, requires that all Contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. Information on debarment is available at the following websites:

www.epls.gov and www.arnet.gov/far/. In the event the Grantee is debarred, the Department reserves the right to cancel the Contract upon notice.

ATTACHMENT A

CONTRACT ADMINISTRATORS

Department Contract Administrator(s)

Katy Smith
Plans and Ordinances Unit Supervisor
Division of Agricultural Resource Management
Department of Agriculture, Trade and Consumer
Protection
2811 Agriculture Dr.
Madison, WI 53718

Phone: 608-224-4621
Email: Katy.Smith@wisconsin.gov

Wednesday Jordan
Farmland Preservation Program Manager
Division of Agricultural Resource Management
Department of Agriculture, Trade and Consumer
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2811 Agriculture Dr.
Madison, WI 53718

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Grantee Contract Administrator

Brian Standing
Senior Planner
Dane County, Department of Planning and Development
Room 116, 210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

Phone: 608-720-0175
E-mail: standing@countyofdane.com

ATTACHMENT B
PROGRAM RULES

The Grantee shall comply with the Program Rules as follows:

The Grantee may be subject to and liable for repayment if, as determined by the Division, the Grantee is found to be out of compliance with program laws, policies, regulations, rules, or guidance.

I. The Grantee agrees to:

- A. Seek payment for no more than fifty (50) % of the eligible costs incurred in performing this contract, up to the maximum grant award of \$30,000.00 (maximum grant award), for the following expenses:
 - 1. County employees and independent contractors, including the professional services of a planning consultant.
 - 2. The following support costs related to plan development:
 - a) Computerized planning data, planning software and hardware only to the extent required to perform work under this contract, but this does not authorize the purchase or lease of computer equipment including printers or general software that can be used for other purposes including routine operations.
 - b) Development, purchase and documentation of data, maps and computerized information used within the plan or plan update.
 - c) Costs related to conducting public planning sessions, meetings and hearings, including room rentals.
 - d) Public participation and outreach activities including educational materials, citizen surveys, internet activities and newsletters.
 - e) Photocopying, printing and postage.
 - f) Mileage expenses for county employees performing work on the grant activities billed at the state rate.
 - g) Professional training for county employees related to land use planning and the Farmland Preservation Program.
 - h) Other expenses incurred in the development and preparation of a plan that are not defined as ineligible.

The following expenses are ineligible for reimbursement:

- 1. Indirect costs or fees.
 - 2. The lease, purchase or other acquisition of an interest in a vehicle or real property.
 - 3. Planning activities and plan development costs incurred prior to the start date of this contract, or after the end date of this contract.
 - 4. Costs incurred by the Grantee to prepare the grant application.
 - 5. Funds under this contract may not be used, directly or indirectly, for lobbying purposes.
- B. Submit reimbursement requests, on a Department-approved form, documenting eligible costs incurred in performance of this contract. A grantee may submit two (2) reimbursement requests for work performed during each calendar year. If a grantee elects to submit two (2) requests in a calendar year, the first request is limited to costs incurred during the first six (6) months and the second is limited to costs incurred in the second six (6) months of that year. For each year of the grant contract, the grantee may submit its first request for reimbursement no sooner than July 1st of each grant year, and its final request no later than February 15 of the following year. For any county employees who perform work related to this contract, the county must have records that document the amount of staff time paid by these grant funds, the percentage of time FPP work represents in relation to the employee's full appointment, and specific activities performed by the employee.

- C. Reimbursement will be provided for fifty (50) % of the total eligible costs documented in a reimbursement request, subject to both of the following limitations:
 - 1. Cumulative payments cannot exceed the maximum grant award,
 - 2. Regardless of the number or timing of reimbursement requests, the Department will withhold payment of fifty (50)% of the maximum grant award until the grantee submits a farmland preservation plan to the Department that qualifies for certification under s. 91.16, Stats.
- D. Certify all of the following in connection with each reimbursement request:
 - 1. The grantee has in its possession proof of payment for each eligible cost incurred during the reporting period, including statements, invoices, timesheets, contracts, or written receipts for all supplies and services provided by contractors and subcontractors for this project.
 - 2. The grantee has in its possession proof of meeting the following matching requirement: payment of at least fifty (50) % of the total eligible costs identified in a reimbursement request from any combination of county levy, non-state grant funds, and in-kind services including work performed by county employees but not including the work of unpaid volunteers.
 - 3. The grantee has implemented accounting procedures to avoid the submission of duplicate reimbursement requests to the Department for county employees and independent contractors who are billed for work under this contract and under the Soil and Water Resource Management grant program.
- E. Maintain records as provided in Articles 26, 32, 33 and 34 of this contract, including records documenting proof of payment. In the event this contract is extended, the grantee agrees to retain records for at least four (4) years after the extended end date of the contract. The grantee further agrees to make proof of payments and other required records available to the Department upon request.
- F. The grantee and all of its sub-contractors agree to comply with all applicable terms of this contract.

II. The Department agrees to do all the following:

- A. Reimburse the grantee for costs allowed under this contract, subject to compliance with the grantee obligations identified in this Attachment B, and Attachment C (Scope of Work) of this contract. The combined payments shall not exceed either fifty (50) % of the eligible expenses or the maximum grant award, whichever is less.

This contract is made pursuant to legislative appropriations. Reduction in those appropriations may be necessary due to budget shortfalls. The Department will notify the grantee if a reduction in the grant amount is necessary as the result of a reduction in the legislative appropriation. In that circumstance, the grantee may adjust the work plan commensurate with any reductions, or exercise the right of termination provided in Article 14 of this contract.

- B. Provide information and assistance to the grantee and those working for the grantee to prepare a farmland preservation plan that meets the requirements under s. 91.18, Stats., and additional documents required under s. 91.20, Stats, and enables the grantee to complete the farmland preservation plan by the end date of this contract.
- C. Allow for extension of this contract only if the grantee has secured any necessary extension of the certification of the county's existing farmland preservation plan. The Department will grant an extension of this contract for the same period as any extension granted for plan certification (in no case will the extension of this contract exceed an additional two (2) years). Extensions or other amendments to this contract must be in writing and signed by authorized representatives of the Department and grantee before the end date of this contract.

D. The Department in its sole discretion may pursue remedies for the failure to perform the requirements of this contract specified in Attachment C., including the recovery of grant funds paid to the grantee under this contract.

E. Comply with other applicable terms of this contract.

III. Contract Extension

Unspent funds allocated to the grantee in 2021 may be extended if the grantee files an extension request for the expiration of its current farmland preservation plan certification under s. 91.14(4), Stats. or s. ATCP 49.10(2), Wis. Admin. Code. The contract end date may be amended to correspond to the extended expiration of the farmland preservation plan.

ATTACHMENT C

SCOPE OF WORK

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

The Grantee shall do the following under this Contract.

1. Perform or arrange for others to perform the following during the work period with a start date of **July 13, 2021** and an end date of **December 31, 2022**:
 - a) Prepare a farmland preservation plan update that meets the requirements under s. 91.10(1), Stats.
 - b) Conduct outreach and education, data collection, meetings and other planning activities needed to prepare the farmland preservation plan.
 - c) Ensure that the farmland preservation plan is part of any comprehensive plan adopted by the county, and is consistent with the county's comprehensive plan.
 - d) Submit a farmland preservation plan to the department for certification under s. 91.16, Stats., by the end date of this contract.

ATTACHMENT D

PROJECT BUDGET

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

Dane County

Category	Amount
Consultant- <i>UW Contract for 8 month Project Assistant</i>	\$28,175
Senior Planner <i>(270 hours x \$62.47)</i>	\$16,866.90
GIS Technician <i>(246 hours x \$53.37)</i>	\$13,129.02
Support Costs <i>Travel, Printing, etc. (consistent with eligible costs defined in Attachment B.)</i>	\$1,829.08
TOTAL PROJECT COST	\$60,000
TOTAL ELIGIBLE GRANT	\$30,000

Reimbursements from the Department may not exceed the amount of the funds authorized for this Contract.

ATTACHMENT E

METHOD OF PAYMENT

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

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

All requests for payment must be made on the Reimbursement Request Form.

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

Grantee shall submit reimbursement requests, on a department-approved form, documenting eligible costs incurred in performance of this contract. A grantee may submit two reimbursement requests for work performed during each calendar year. If a county elects to submit two requests in a calendar year, the first request is limited to costs incurred during the first six months and the second is limited to costs incurred in the second six months of that year. For each year of the grant agreement, the county may submit its first request for reimbursement no sooner than July 1st of each grant year, and its final request no later than February 15 of the following year. For any county employees who perform work related to this contract, the county must have records that document the amount of staff time paid by these grant funds, the percent of time FPP work represents in relation to the employee's full appointment, and specific activities performed by the employee.

Reimbursement will be provided for 50% of the total eligible costs documented in a reimbursement request, subject to both of the following limitations:

1. Cumulative payments cannot exceed the maximum grant award,
2. Regardless of the number or timing of reimbursement requests, DATCP will withhold payment of 50 percent of the maximum grant award (\$15,000) until the grantee submits a farmland preservation plan to the DEPARTMENT that qualifies for certification under s. 91.16, Stats.

Grantee shall certify all of the following in connection with each reimbursement request:

1. The grantee has in its possession proof of payment for each eligible cost incurred during the reporting period, including statements, invoices, timesheets, contracts, or written receipts for all supplies and services provided by contractors and subcontractors for this project.
2. The grantee has in its possession proof of meeting the following matching requirement: payment of at least 50% of the total eligible costs identified in a reimbursement request from any combination of county levy, non-state grant funds, and in-kind services including work performed by county employees but not including the work of unpaid volunteers.
3. The grantee has implemented accounting procedures to avoid the submission of duplicate reimbursement requests to the department for county employees and independent contractors who are billed for work under this contract and under the Soil and Water Resource Management grant program.

ATTACHMENT F

REPORTING REQUIREMENTS

A. Report

The Grantee shall comply with the fiscal and program reporting requirements of the Division as set forth in the attachments to this Contract or as requested by the Division.

Reports shall be submitted to the Farmland Preservation Program as directed by the Division. The Department reserves the right to amend and require additional information or reports as needed.

B. Program-Specific Reporting Requirements

Grantee shall prepare a farmland preservation plan update that meets the requirements under s. 91.10(1), Stats. Grantee shall submit a farmland preservation plan to the department for certification under s. 91.16, Stats., by the end date of this contract.

SINGLE AUDIT REQUIREMENT

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

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

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

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