

Resolution to Authorize an Agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection for Farmland Preservation Planning Grant Funds

THE HONORABLE COUNTY BOARD OF SUPERVISORS OF POLK COUNTY:

1. WHEREAS, farmers of Polk County are eligible for certain tax credits under Wisconsin law as a result of the County's participation in the Wisconsin farmland preservation program; and
2. WHEREAS, in order to continue in the program the County must update its certified plan consistent with state standards and the County's comprehensive plan, adopted in 2009; and
3. WHEREAS the County Planner is moving forward to update the farmland preservation plan so that the County may continue in the program.
4. WHEREAS, Wisconsin Department of Agriculture, Trade and Consumer Protection is accepting applications for grants that may be used to reimburse 50% of a county's costs incurred in updating the certified plan, up to a maximum grant of \$30,000.
5. WHEREAS, through the Land Information Department, Polk County has submitted an application for a Farmland Preservation Planning Grant and has received notice from the Wisconsin Department of Agriculture, Trade and Consumer Protection that Polk County will be a recipient of a grant amount that will be determined in the State 2011-13 biennial budget.
6. WHEREAS, it is necessary for Polk County to enter into a contract with Wisconsin Department of Agriculture, Trade and Consumer Protection to receive reimbursements provided through the grant; and
7. WHEREAS, it is in the interest of the County to continue its participation in the Wisconsin farmland preservation program.
8. NOW, THEREFORE, BE IT RESOLVED that the Polk County Board of Supervisors accepts the grant funds that will be received through the Farmland Preservation Planning Grant.
9. BE IT FUTRHER RESOLVED that the Polk County Board of Supervisors adopts and agrees to enter into on behalf of Polk County the Agreement with the Wisconsin Department of Agriculture, Trade and Consumer Protection for Farmland Preservation Planning Grant Funds, as attached hereto and incorporated herein.

10. BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes the County Planner to administer the grant contract and carry out any and all responsibilities required of Polk County in compliance therewith, including, but not limited to, signing required documents as an authorized representative of Polk County.

Funding Amount and Source: Not to Exceed \$30,000 State of Wisconsin General Purpose Revenues Administered through Wisconsin Department of Agriculture, Trade and Consumer Protection; 50 Percent Cost Share In-Kind Contributions from Land Information Department and Land and Water Resources Department

Date Finance Committee Advised: _____
Finance Committee Recommendation: _____
Effective Date: Upon Passage
Date Submitted to County Board: 7-19-11
Submitted and Sponsored by the Land Information Committee

Review By County Administrator:

- Recommended
- Not Recommended
- Reviewed Only

Dana Frey, County Administrator

Review By Corporation Counsel:

- Approved as to Form
- Recommended
- Not Recommended
- Reviewed Only

 _____
Jeffrey B. Fuge, Corporation Counsel

At its regular business meeting on July 19, 2011, the Polk County Board of Supervisors adopted the above-entitled resolution, Resolution No. 35 -11; Resolution to Authorize an Agreement

with the Wisconsin Department of Agriculture, Trade and Consumer Protection for Farmland Preservation Planning Grant Funds to, by a simple majority vote of ___ in favor and ___ against.

William Johnson, IV

William Johnson, IV, County Board Chair

Dated: 07.25.2011

by unanimous voice vote

Attest: Carole Wondra
Carole Wondra, Polk County Clerk

Dated: 7-25-11

AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND
CONSUMER PROTECTION

AND

POLK COUNTY

The Wisconsin Department of Agriculture, Trade and Consumer Protection (DEPARTMENT) and Polk County (CONTRACTOR) enter into this agreement (AGREEMENT) to provide grant funds to cover part of the costs of preparing a farmland preservation plan required under s. 91.10(1), Stats., for the work performed over two calendar years between January 1, 2011 (start date) and December 31, 2012 (end date). Grant awards under this AGREEMENT are made in accordance with s. 91.10(6), Stats.

This document, including the attached Appendices A and B, constitutes the entire agreement between the DEPARTMENT and the CONTRACTOR. This AGREEMENT supersedes any prior communications or understandings related to the subject matter of this AGREEMENT. The parties may agree in writing to amend this AGREEMENT, prior to the ending date of this AGREEMENT.

I. CONTRACTOR OBLIGATIONS:

The CONTRACTOR agrees to do all the following:

- A. Perform or arrange for others to perform the following during the work period with a start date of January 1, 2011 and an end date of December 31, 2012:
 1. Prepare a farmland preservation plan that meets the requirements under s. 91.10(1), Stats.
 2. Conduct outreach and education, data collection, meetings and other planning activities needed to prepare the farmland preservation plan.
 3. 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.
 4. Submit a farmland preservation plan to the DEPARTMENT for certification under s. 91.16, Stats., by the end date of this AGREEMENT.

The CONTRACTOR and all of its sub-contractors agree to comply with all applicable terms of this AGREEMENT, and specifically agree that the above requirements are essential to this AGREEMENT. These essential requirements must be met, regardless of whether any additional funds are paid to the CONTRACTOR for these activities from other funding sources. The failure to perform these essential requirements is a substantial breach of this AGREEMENT, and subject to the remedies set forth in Section II. D.

- B. Seek payment for no more than 50 percent of the eligible costs incurred in performing this AGREEMENT, up to the maximum grant award of \$30,000 (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:

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- a. Computerized planning data, planning software and hardware only to the extent required to perform work under this AGREEMENT, 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 not eligible 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 AGREEMENT.
 4. Planning and development of ordinances or other actions to implement the farmland preservation plan.
 5. Costs incurred by the CONTRACTOR to prepare the grant application.
 6. Funds under this AGREEMENT may not be used, directly or indirectly, for lobbying purposes.
- C. Submit reimbursement requests, on a DEPARTMENT-approved form, documenting eligible costs incurred in performance of this AGREEMENT. A county must submit at least one reimbursement request for work performed during each calendar year, and may submit a second request. 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 two year grant period, the county may submit its first request reimbursement no sooner than July 1st of each grant year, and its final request no later than February 15, 2012 for the first calendar year of the grant and February 15, 2013 for the second calendar year. For any county employees who perform work related to this AGREEMENT, 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 these limitations:

1. Cumulative payments cannot exceed the maximum grant award, and

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2. Regardless of the number or timing of reimbursement requests, DATCP will withhold payment of 50 percent of the maximum grant award until the CONTRACTOR submits a farmland preservation plan to the DEPARTMENT that qualifies for certification under s. 91.16, Stats.
- D. Certify the following in connection with each reimbursement request:
1. The CONTRACTOR 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 for this project.
 2. The CONTRACTOR 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 CONTRACTOR 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 AGREEMENT and the Soil and Water Resource Management grant program.
- E. Maintain records as provided in Appendix A, including records documenting proof of payment. In the event this AGREEMENT is extended, the CONTRACTOR agrees to retain records for at least four (4) years after the extended end date of the AGREEMENT. The CONTRACTOR further agrees to make proof of payments and other required records available to the DEPARTMENT upon request.
- F. Comply with other applicable terms of this AGREEMENT.

II. DEPARTMENT OBLIGATIONS:

The DEPARTMENT agrees to do all the following:

- A. Pay the CONTRACTOR for costs allowed under this AGREEMENT, subject to compliance with the requirements in Section I of this AGREEMENT. The combined payments shall not exceed either 50% of the eligible expenses or the maximum grant award, which ever is less.

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

- B. Provide information and assistance to the CONTRACTOR and those working for the CONTRACTOR to prepare a farmland preservation plan that meets the requirements under s. 91.10(1), Stats., and qualifies for certification under s. 91.16, Stats, for the purpose of

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enabling the CONTRACTOR to complete the farmland preservation plan by the end date of this AGREEMENT.

- C. Allow for extension of this AGREEMENT only if the CONTRACTOR has secured an extension of the certification of the county's existing farmland preservation plan. The DEPARTMENT will grant an extension of this AGREEMENT for the same period as the extension granted for plan certification (in no case will the extension of this AGREEMENT exceed an additional two years). Extensions or other amendments to this AGREEMENT must be in writing and signed by authorized representatives of the DEPARTMENT and CONTRACTOR before the end date of this AGREEMENT.
- D. The DEPARTMENT in its sole discretion may pursue remedies for the failure to perform the requirements of this AGREEMENT specified in I.A, including the recovery of grant funds paid to the CONTRACTOR under this AGREEMENT.

III. CONTACTS:

Communications regarding this AGREEMENT will be directed to the following persons, or persons subsequently designated by the parties:

CONTRACTOR – Tim Anderson 715-485-9279
DEPARTMENT – Lynne Hess 608-224-4637 (For assistance in plan development)
Kris Modaff 608-224-4611 (For grant funds administration including reimbursement payments)

IV. FUNDING SOURCE:

Grants under this AGREEMENT are awarded from an annual appropriation of GPR funds under s. 20.115(7)(dm) & (tm), Wis. Stats.

Polk County

Wisconsin Department of Agriculture,
Trade and Consumer Protection

By:

By:

Title:

Title: Administrator, ARM Division

Date:

Date:

APPENDIX A
STANDARD CONTRACT PROVISIONS

I. RECORDS; ACCESS:

The CONTRACTOR will keep records of the CONTRACTOR's activities under this AGREEMENT; including records of all funds received and spent, and records to support the CONTRACTOR'S reimbursement requests under this AGREEMENT. The CONTRACTOR will keep financial records according to generally accepted accounting principles and practices.

The CONTRACTOR will keep these records for at least 4 years, or until the DEPARTMENT completes a final audit of the contractor's performance, whichever occurs first. In the event of a dispute involving any records, the DEPARTMENT may require the CONTRACTOR to keep those records for an additional period of time specified by the DEPARTMENT.

The CONTRACTOR will make the records available to the department or its designee for inspection, audit and copying upon request. The CONTRACTOR will provide proper facilities for the inspection, audit or copying.

II. ASSIGNMENT:

The CONTRACTOR may not assign, delegate or subcontract any portion of this AGREEMENT without the prior written consent of the DEPARTMENT.

III. INDEPENDENT CONTRACTOR:

The CONTRACTOR is an independent contractor for all purposes, including workers' compensation, and is not an employee or agent of the DEPARTMENT or the State of Wisconsin.

IV. INDEMNIFICATION:

The CONTRACTOR agrees to hold harmless, defend and indemnify the DEPARTMENT and all its officers, employees and agents, against any liability or other claims resulting from the actions or omissions of the CONTRACTOR or its employees, agents or representatives.

V. NONDISCRIMINATION:

In connection with the performance on work under this AGREEMENT, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, developmental disability, sexual orientation, or national origin, as defined in section

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51.01(5), Wis. Stats. 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 CONTRACTOR further agrees to take affirmative action to ensure equal employment opportunities.

The CONTRACTOR agrees to post in conspicuous places, available for employees and applicants for employment, notice of this nondiscrimination clause. The DEPARTMENT will provide the CONTRACTOR with a copy of the notice. Failure to comply with the conditions of this clause may result in the CONTRACTOR being declared an "ineligible" contractor, termination of the AGREEMENT, or withholding of payment.

VI. AFFIRMATIVE ACTION:

The CONTRACTOR is exempt from the requirement of submitting a written affirmative action plan.

VII. APPLICABLE LAW:

The laws of the State of Wisconsin shall govern this AGREEMENT. The CONTRACTOR shall at all times comply with all federal, state, and local laws, ordinances, and regulations in effect during the period of this AGREEMENT. The CONTRACTOR shall not use money received under this AGREEMENT for any illegal activities.

VIII. ANTI-TRUST ASSIGNMENT:

The CONTRACTOR and the DEPARTMENT recognize that, in actual economic practice, overcharges resulting from anti-trust violations are in fact usually borne by the DEPARTMENT. Therefore, the CONTRACTOR hereby assigns to the DEPARTMENT any and all claims for such overcharges as to goods, materials, or services purchased in connection with this AGREEMENT.

IX. TAX DELINQUENCY:

Contractors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin, Department of Revenue.

X. LOBBYING:

The CONTRACTOR may not use funds received under this AGREEMENT, directly or indirectly, for lobbying activities of any kind. Materials printed, reproduced or distributed under this AGREEMENT may not advocate a particular position on any state

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legislation or state agency action, nor may they encourage the recipient to contact or lobby any state legislative or agency official for lobbying purposes.

XI. TERMINATION OF AGREEMENT:

Either party may terminate this AGREEMENT by giving at least 30 days prior written notice to the other party. The DEPARTMENT reserves the right to cancel any AGREEMENT, in whole or in part, without penalty, due to non-appropriation of funds or the CONTRACTOR's failure to comply with this AGREEMENT.

If the DEPARTMENT terminates this AGREEMENT, the DEPARTMENT's liability is limited to the actual costs incurred by the CONTRACTOR as of the date of termination, plus any termination expenses incurred with the prior written approval of the DEPARTMENT.

XII. ETHICS CODE:

If a state public official (s. 19.42, Stats.) or an organization in which a state public official holds at least a 10 percent interest is a party to this AGREEMENT, this AGREEMENT is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board, 44 E. Mifflin, Suite 601, PO Box 2800, Madison, Wisconsin 53703 (telephone: 608/266-8123).

APPENDIX B
DETAILED DESCRIPTION OF ANTICIPATED
FARMLAND PRESERVATION PLANNING COSTS
(From Grant Application)

County Staff listed in Section B involves 5 different possible positions from department heads to planners and mappers with salaries and benefits ranging from \$35 to \$45 per hour. WCWRPC will make up the majority of the contracted services line items. Citizen Advisory Committee was estimated to have 36 representatives with a value of \$12 per hour making up additional match for this grant.

	In Kind	Grant
Phase One - Preliminary Planning		
County Staff (240 hours)	\$9,600	
Contracted Services (30 hours)		\$2,100
Developing LESA (90 hours)		\$6,300
Citizen Advisory Committee (110 hours)	\$1,320	
Phase Two - Citizen Advisory Planning		
County Staff (320 hours)	\$12,800	
Contracted Services (150 hours)		\$10,500
Citizen Advisory Committee (500 hours)	\$6,000	
Phase Three - Preservation Plan Writing		
County Staff (100 hours)	\$4,000	
Contracted Services (90 hours)		\$6,300
Citizen Advisory Committee (110 hours)	\$1,320	
Project Materials		
Mileage		\$1,500
Misc. Press releases, newsletters, mailings, etc		\$300
		\$3,000
Project Totals	\$35,040	\$30,000

NOTE: Depending on the amount of materials needed, funds may need to shift line items. In addition, depending on the availability of county staff and WCWRPC, grant funds may need to shift between contracted services and county staff time if needed.

STATE OF WISCONSIN)
) SS
COUNTY OF POLK)

I, Carole T. Wondra, Clerk for Polk County, do hereby certify that the
attached is a true and correct copy of Resolution No. 35-11 that was adopted
by the Polk County Board of Supervisors on July 19, 2011.

Carole T. Wondra 7-25-11
Carole T. Wondra Date
Polk County Clerk