

GRANT AGREEMENT

**STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
and
CITY OF DODGEVILLE**

FLEXIBLE FACILITIES PROGRAM

THIS GRANT AGREEMENT is made and entered into for the period October 7, 2024, through October 31, 2026, (“Performance Period”) by and between the Wisconsin Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and City of Dodgeville (“Grantee”).

RECITALS

WHEREAS, the Department has received funds from the United States Department of the Treasury pursuant to section 604 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) to be used for the purposes specified in the ARPA; and

WHEREAS, on December 14, 2023, Governor Tony Evers announced the launch of a Flexible Facilities Grant Program (“Program”), to support local and Tribal governments construct and improve buildings and purchase digital connectivity equipment in order to enable work, education, and health monitoring located in communities with critical need for capital projects; and

WHEREAS, Governor Evers instructed the Department to utilize ARPA funds for the Program and to award grants to eligible applicants for eligible activities; and

WHEREAS, on behalf of the State, the Department administers the Program through its Division of Energy, Housing and Community Resources (“Division”); and

WHEREAS, Grantee is an eligible applicant for participation in the Program; and

WHEREAS, it is the intention of the parties to this Grant Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved a Grant Award to Grantee in the amount set forth below;

NOW, THEREFORE, in consideration of their mutual promises and benefits the parties hereto agree as set forth in the Grant Agreement Terms and Conditions on the following pages.

IN WITNESS WHEREOF, the Department and Grantee have executed this Grant Agreement as of the date this Grant Agreement is signed by both parties' authorized representatives.

CITY OF DODGEVILLE

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION**

BY: _____
(signature)

BY: _____
(signature)

NAME: Barry Hottmann_____

NAME: Diana Maas_____

TITLE: Mayor_____

TITLE: Assistant Deputy Secretary_____

DATE: _____

DATE: _____

UEI #: KJP7LJFWRQM9

GRANT AGREEMENT TERMS AND CONDITIONS

ARTICLE 1. AMOUNT OF GRANT AND PURPOSE

The Department agrees to disburse to Grantee a total amount not to exceed **\$4,250,000.00** (the “**Grant Award**”) to be used by Grantee for Eligible Expenses in furtherance of the Project, both as defined below. The Department’s payment obligations to Grantee under this Grant Agreement shall not exceed, in the aggregate, the Grant Award. The Grant Award shall be disbursed to Grantee through reimbursements following Grantee’s timely requests pursuant to Attachment D.

ARTICLE 2. GRANT AGREEMENT DOCUMENTS

This Grant Agreement, including the documents annexed hereto as Attachments A-G, constitute the complete agreement of the parties. The Attachments are as follows:

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Source of Funds
- Attachment D – Method of Payment
- Attachment E – Reporting Requirements
- Attachment F – Additional Flexible Facilities Program Rules
- Attachment G – Federal Compliance Requirements for Capital Projects Funds

ARTICLE 3. PERIOD OF PERFORMANCE

The Performance Period is October 7, 2024, through October 31, 2026, as defined on the first page of this Grant Agreement.

ARTICLE 4. AGREEMENT ADMINISTRATION

The Department employee who shall serve as the Department’s primary point of contact for purposes of administration of this Grant Agreement shall be the Administrator of the Division of Energy, Housing and Community Resources, or such other person as the Department shall identify to Grantee in writing.

Grantee’s employee who shall serve as Grantee’s primary point of contact for purposes of administration of this Grant Agreement is listed below and shall represent Grantee’s interest regarding Grant Agreement performance, financial records, and related considerations. The Department shall be immediately notified in writing of any change of this designee.

All correspondence, notices or requests under this Grant Agreement shall be in writing, in electronic form, to the addresses listed below:

To the Department:

Administrator, Division of Energy, Housing and Community Resources
 Department of Administration
 E-mail: FlexibleFacilitiesProgram@wisconsin.gov

To Grantee: Name: Barry Hottmann
 Title: Mayor
 Email: barry.hottmann@dodgevillewi.gov
 Phone: (608) 930-5228

Each person signing this Grant Agreement on behalf of Grantee 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.

ARTICLE 5. SCOPE OF WORK & ELIGIBLE EXPENSES

The Scope of Work for Grantee's project is outlined in the form of Attachment A and shall set forth the activities the Grantee will perform and the deliverables Grantee will provide for the project (the "Project"). The Budget shall set forth the amount of the Grant Award and any matching funds being committed by the Grantee. All amounts must be for Eligible Expenses as defined below.

Grantee will supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth in the Scope of Work and Budget.

"Eligible Expenses" are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) otherwise expended consistent with the terms of this Agreement.

The Department reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Further information regarding what constitutes an ineligible expense is provided in the FFP Grant Announcement and the implementation materials issued by the Department.

Grantee shall hold the State harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal or state agencies or by the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the Department or the federal government.

Grantee will return to the Department or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

ARTICLE 6. PAYMENTS OF GRANT AWARD FUNDS

Grant award funds shall be paid to Grantee following the procedures set forth in Attachment D and as outlined in the implementation materials issued by the Department. The Department anticipates that it will

issue payments within 30 days of receiving complete, accurate, and eligible reimbursement requests, including invoices and financial documentation.

The funds awarded under this Agreement are dependent upon availability from the funding source, including federal funding sources, and termination of this Agreement for lack of available funds shall be without penalty. The Department shall have no obligation to reimburse or compensate Grantee for expenses due to award funds not being provided by those funding sources.

Federal funds under this Agreement are provided by the U.S. Department of Treasury, Capital Projects Fund, Flexible Facilities Program, and are subject to the continued availability of funding from the U.S. Department of Treasury.

ARTICLE 7. METHOD OF PAYMENT

The method of payment is set forth in Attachment D. Grant Award funds may only be used to pay for Eligible Expenses incurred during the Performance Period.

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 Grant Agreement.

ARTICLE 8. REPORTING REQUIREMENTS

Grantee understands that the Department is required to submit quarterly and annual reports to the U. S. Department of the Treasury pursuant to the American Rescue Plan Act of 2021. In addition, the Department has public transparency obligations and subrecipient monitoring responsibilities under 2 C.F.R. Part 200 (Uniform Guidance).

At the Department's request, Grantee shall provide the Department with all information necessary to comply with all requirements of the Treasury Department 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. Part 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.

Grantee's reporting obligations are further set forth in Attachment E, unless more frequent or enhanced reporting is required by Grantee due to an additional condition pursuant to Article 26.

ARTICLE 9. GRANTEE REPRESENTATIONS AND WARRANTIES

In addition to the other provisions of this Grant Agreement, the Grantee hereby warrants and represents:

- a) Grantee's statements and representations in its grant application are true and correct and Grantee has read and understands the requirements set forth in this Grant Agreement and the grant announcement.

- b) All information disclosed by Grantee to the Department in the course of its evaluation of Grantee's eligibility for funds is complete and accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.
- c) Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on Grantee's ability to perform its obligations under this Grant Agreement or to otherwise engage in its business.
- d) Grantee and each of Grantee's officers, directors, and each of its 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.
- e) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, during the four years preceding Grantee's execution of this Grant Agreement have not been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) transaction; ii) violation of federal or state antitrust statutes; iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; iv) making a false statement; or v) receiving stolen property.
- f) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, are not presently indicted, criminally charged, civilly charged, or under investigation for, any of the offenses identified in paragraph (i) above.
- g) Grantee has not had a public transaction terminated for cause or default during the four years preceding Grantee's execution of this Grant Agreement.

The above warranties and representations are true and accurate as of the date this Grant Agreement is executed by the parties and shall survive the termination thereof.

In the event the Department discovers that any of the above is false or misleading in any material respect Grantee shall return to the Department the entire amount of the Grant Award as set forth in Article 21. If Grantee becomes non-compliant with any of the above from activity occurring during the Performance Period, Grantee shall immediately notify the Department and the Department may exercise all remedies available to it, including but not limited to termination of this Grant Agreement and recoupment of the Grant Award. The Department's rights to recoupment as set forth herein shall survive the termination of this Grant Agreement.

ARTICLE 10. STANDARDS OF PERFORMANCE

Grantee shall perform any activities under this Agreement in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement ARPA. Grantee agrees to comply with the U.S. Constitution, applicable Federal statutes, regulations, and the terms and conditions of this Grant Agreement and the federal award (as outlined in Attachment G).

Grantee must immediately disclose in writing to the Department all violations of Federal and state criminal law potentially affecting the Grant Award or the State's Federal award, including but not limited to all offenses identified in section 9(e) of this Grant Agreement.

Specifically, as further specified in Attachment G, Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

ARTICLE 12. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Grant Agreement, 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 Wis. Stat. § 51.01(5), sexual orientation or national origin except as otherwise permitted by law. 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. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grantee, as a Wisconsin municipality, is exempt from submitting a written affirmative action plan to DOA. Grantees utilizing subcontractors for any work toward the project described in this Grant Agreement shall submit a Request for Exemption from Submitting an Affirmative Action Plan and a Contractor's Subcontractor List to DOA's Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 or via email at DOADEOSBOPPrograms@wisconsin.gov. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements. Grantees must also submit a Contractor's Subcontractor List if they intend to utilize any subcontractors.

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the exemption documents listed above to the Department of Administration, Division of Energy, Housing and Community Resources, P.O. Box 7970, Madison, WI 53707-7970 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

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.

Additional federal requirements related to non-discrimination are outlined in Attachment G.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this Grant Agreement, or the withholding of funds.

ARTICLE 13. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

With respect to funds received by Grantee under this Agreement, for each payment or distribution of funds made by Grantee to third-parties, including subrecipients, 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 2 C.F.R. Part 200 (Uniform Guidance), and the affirmative action requirements set forth in Article 12.

ARTICLE 14. INTERNAL CONTROLS

Grantee shall establish and maintain effective internal controls over the Grant Award funds that provide reasonable assurance that Grantee is managing the Grant Award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award and this Agreement. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

ARTICLE 15. SEGREGATION OF FUNDS AND ACCOUNTING RECORDS

Grantee shall maintain all Grant Award funds in a separate bank account used exclusively for the Grant Award funds or specifically identify the Grant Award funds in a separate internal account used to track all deposits, obligations, and expenditures of Grant Award funds. Grant Award funds shall be used only for purposes of Eligible Expenditures pursuant to this Grant Agreement. Grant Award funds shall not be intermingled with funds received from any other source. Additional requirements of Grantee’s financial management system are set forth in Article 16 below.

ARTICLE 16. FINANCIAL MANAGEMENT SYSTEM

Grantee shall maintain a financial management system that complies with the requirements of 2 C.F.R. Part 200.302, all other rules, regulations and requirements of the funding source described in Attachment C and with standards established by the Department to assure funds are spent in accordance with law. The financial management system shall permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

Grantee shall assure that accounting records for funds received under this Grant Agreement are sufficiently segregated from other agreements, programs, and/or projects.

Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Grantee's chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures by provider type as required by the Department.

Grantee's financial management system shall further provide for the following:

- a) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- b) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. Part 200.328 and 200.329.
- c) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- d) Effective control over, and accountability for, all funds, property, and other assets. Grantee must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Comparison of expenditures with budget amounts for each Federal award.
- f) Written procedures to implement the internal control requirements of 2 C.F.R. Part 200.303.
- g) Written procedures for determining the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E, the terms and conditions of the Federal award and this Agreement.

ARTICLE 17. PROCUREMENT STANDARDS

Grantee shall maintain and adhere to documented procurement procedures that conform to the procurement standards identified in 2 C.F.R. Part 200.317 through 200.327. Grantee must maintain written standards of conduct governing procurement and the selection, award and administration of contracts that prohibit real or apparent conflicts of interest. No employee, officer, or agent of Grantee who has a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by Grant Award funds.

All costs incurred by Grantee and paid for with Grant Award funds must be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

ARTICLE 18. RECORDKEEPING AND PUBLIC RECORDS LAW

During and for a period of seven (7) years from the end of the Performance Period, Grantee shall maintain copies of all documents, including electronic documents and files, relating to Grantee's participation in the Program, including but not limited to all documents relating to goods and services purchased using the Grant Award, records sufficient to demonstrate that project expenses are eligible, and communications with the Department or the U.S. Department of Treasury concerning the Program. In the event Grantee is notified of litigation, claims, negotiations, or other actions involving Program records, records must be retained until the Department notifies the Grantee they may dispose of records.

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State 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 Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

Pursuant to Wis. Stat. § 19.36(3), all records of Grantee that are produced or collected under this Grant Agreement are subject to public disclosure pursuant to a public records law request. Copies of the Grantee's application materials, excluding materials deemed to be confidential and proprietary information on the Application's Attachment D: Designation of Confidential and Proprietary Information (FFP_DOA-3027), are also subject to disclosure in accordance with applicable Wisconsin law. Representatives of the State of Wisconsin, U.S. Department of Treasury, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of Grantee to make audits, examinations, excerpts, and transcripts.

ARTICLE 19. AUDITS

Grantees, or their assignees, that expend more than \$1,000,000 in Grantee's fiscal year shall have a certified annual audit performed, pursuant to 2 C.F.R. Part 200.501, utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards, consistent with 2 C.F.R. Part 200 (Uniform Guidance) audit provisions, other than such provisions as the U.S. Department of Treasury may determine as inapplicable to the Grant Award and subject to such exceptions that may be otherwise provided by Treasury, and the State Single Audit Guidelines issued by DOA. Audit reports are due to the Federal Audit Clearinghouse 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. Reporting requirements to the Department with respect to a Grantee's single audit are outlined in Attachment E.

Grantee shall perform an "Agreed Upon Procedures Audit" on request of the Department. This audit shall consist of procedures and questions agreed upon by the Department and the auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 20. NO DUPLICATION OF FUNDS

No duplication of payment or reimbursement from another funding source is permitted. If Grantee receives funding from another source that is used to pay for or reimburse any expenditure that was reimbursed with funds received pursuant to this Grant Agreement, Grantee will notify the Department, withdraw the claimed expenditure to the extent covered by another source, and (a) utilize the funds received under this Grant Agreement for other Eligible Expenses sufficient to cover the payment received for the withdrawn expenditure during the Performance Period, or (b) repay the amount to the Department.

ARTICLE 21. REIMBURSEMENT OF FUNDS TO DEPARTMENT

Grantee shall be responsible for reimbursement to the Department for any disbursed funds which are determined by the Department to have been misused or misappropriated. 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 giving written notice to Grantee.

ARTICLE 22. INDEMNIFICATION

In carrying out the provisions of this Grant Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State 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 Grantee, or of any of its agents or subrecipients, in performing work under this Grant Agreement.

Grantee shall indemnify and hold harmless the State 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. Grantee shall also hold the State harmless for any audit disallowance, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 23. ASSIGNMENT OF RIGHTS AND RELATIONSHIPS

Grantee shall not assign all or any part of its rights under this Grant Agreement without prior written approval of the Department. 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 State and Department bear no responsibility for contractor or subcontractor, performance, or dispute resolution hereunder.

The employees of Grantee or any of its contractors, subcontractors, lessees, and the employees thereof, shall not in any manner be deemed to be employees, agents, joint venturers, or partners of the Department or the State of Wisconsin.

ARTICLE 24. DISCLOSURE: 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 holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the Department 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 the State, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the Department and the employer of such person or persons.

Grantee, its agents and employees shall observe all applicable provisions of the Ethics Code for Public Officials under Wis. Stats. §§ 19.41 et seq. and 19.59 et seq.

ARTICLE 25. SMALL BUSINESS, WOMEN, MINORITY, AND DISABLED VETERAN-OWNED BUSINESSES

In accordance with 2 C.F.R. Part 200.321 and Department policy, Grantee shall take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, disabled veteran-owned businesses and labor surplus area firms are used when possible. Further information regarding this requirement is provided in the implementation materials issued by the Department.

ARTICLE 26. ADDITIONAL CONDITIONS

The Department may impose additional conditions as needed, pursuant to 2 C.F.R. Part 200.208(b), by providing written notice to Grantee. The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in a Department decision to pursue remedies consistent with 2 C.F.R. Part 200.339, including a decision to suspend or cease payment of Grant Award funds.

ARTICLE 27. 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 deficient or not provided to the Department on a timely basis, or if sufficient performance of Project 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 or if performance of contracted activities is not evidenced on other contracts between the Department and Grantee in whole or in part.

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.

ARTICLE 28. 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 to meet any FFP or Treasury requirement, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation. The Agreement may also be terminated by mutual agreement of the parties.

Upon termination, the Department's liability to Grantee will be limited to the actual costs incurred by Grantee in carrying out the Project as of the date of termination, plus any termination expenses having prior written approval of the Department. However, in the event that Project expenses are ineligible for funding under applicable rules, the Department shall have no liability to Grantee whatsoever. Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials as requested by the Department.

In the event the Grant Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund upon written demand to Grantee any payment made by the Department to Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

ARTICLE 29. AMENDMENT

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

Upon written request of the Grantee and at the sole discretion of the Department, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total Grant Award amount shall not be exceeded. All other terms and conditions shall remain the same and in full effect if an adjustment is made.

ARTICLE 30. 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.

ARTICLE 31. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Performance 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.

ARTICLE 32. 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. Nothing in this Agreement shall be deemed a waiver of the State of Wisconsin's sovereign immunity.

ARTICLE 33. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, pandemics, epidemics, stay-at-home orders, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 34. CHOICE OF LAW AND VENUE

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

ARTICLE 35. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable regulations and guidance issued by the United States Department of Treasury;
- b. Applicable State of Wisconsin laws and regulations;
- c. The terms of the Grant Agreement and its Attachments.
- d. The terms of the Grantee's application as accepted by the State.
- e. The terms of the Grant Announcement.

ATTACHMENT A**SCOPE OF WORK**

In the event of conflict between Grantee's application and/or other supporting documents previously submitted to the Department by the Grantee with respect to the contents of this attachment, provisions within this attachment shall take precedence.

1. Scope of Work:

Renovation and expansion of the existing public library and installation of high-speed internet and digital connectivity equipment that enables work, education, and health monitoring, including the following:

- Renovation of the existing library and lower level (each level approximately 6,675 square feet in size); and expansion of the library by approximately 7,250 square feet, for a total of approximately 20,570 square feet, to include spaces designated for approximately 2 large multi-purpose community spaces, 2 telemedicine rooms, 3 small study rooms, and 2 mid-sized meeting rooms.
- Construction related demolition and site work
- Installation of broadband/high-speed internet for public use
- Purchase and installation of approximately 11 laptop computers and 1 printer for public use
- Purchase and installation of approximately 2 projectors and 2 screens in the classrooms and/or public community spaces
- Completion of architectural/engineering and grant administration required to complete the project

TIMETABLE**2. Timetable:**

Due Date	Activity <i>All documents that are due for submission are to be submitted to Grantee's DEHCR Project Representative unless otherwise noted. The reporting shall be in the format as described in the reporting forms or implementation guidance issued by the Department.</i>
Prior to Construction and Acquisition	<ul style="list-style-type: none"> • Execute Grant Agreement. • Establish record keeping system. • Establish financial management system. • Procure architectural/engineering services, if contracting with third-party firm(s) for the services. Maintain executed contract(s) in the FFP project file.

	<ul style="list-style-type: none"> • Procure grant administration services, if contracting with a third-party for the services. Submit executed contract to DEHCR. • Enter into an agreement with the subrecipient for the project, if applicable. Maintain the executed subrecipient agreement in the FFP project file. • Complete Environmental Report and obtain official approval from DOA-DEHCR Environmental Desk. Submit copy of approval from Environmental Desk to DEHCR Project Representative. • Submit “Notice of Acquisition/Relocation to DEHCR” form if any acquisition (including easements) and/or relocation will be required for the FFP Project. • Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to Project. • Prepare and solicit construction and/or demolition related bids. • Submit detailed bid tabulation summary. • Submit copy of the advertisement for bids with the publisher’s affidavit to DEHCR. • Obtain all necessary permits. • Hold pre-construction meeting (pre-construction meeting is optional but strongly recommended). Submit meeting minutes/notes to DEHCR if a pre-construction meeting was held. • Ensure required Project sign is posted at the Project site in accordance with the requirements set forth in the FFP implementation policy materials issued by DEHCR (prior to or within the first week of starting construction).
January 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of October 1, 2024, through December 31, 2024 (reporting Project activities from the Award Date through December 31, 2024), unless notified by DEHCR of another submission date. This reporting is due regardless of the status of the Grant Agreement execution on the due date.
January 15, 2025	<ul style="list-style-type: none"> • Submit Single Audit Statement for FY2024 to DEHCR. This Statement is due regardless of the status of the Grant Agreement execution on the due date. • Proceed with arranging for Single Audit for FY2024 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2025, whichever date is <i>earlier</i>).
April 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of January 1, 2025, through March 31, 2025, unless notified by DEHCR of another submission date.

	<ul style="list-style-type: none"> • Submit updated Sustainability Plan (for 5-Year Period following Project completion).
July 1, 2025	<ul style="list-style-type: none"> • Begin Construction.
July 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of April 1, 2025, through June 30, 2025, unless notified by DEHCR of another submission date.
September 30, 2025	<ul style="list-style-type: none"> • Complete Single Audit and submit Single Audit Report for FY2024 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2024 (submit within 30 days of Single Audit completion or September 30, 2025, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.
October 7, 2025	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of July 1, 2025, through September 30, 2025, unless notified by DEHCR of another submission date.
January 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of October 1, 2025, through December 31, 2025, unless notified by DEHCR of another submission date.
January 15, 2026	<ul style="list-style-type: none"> • Submit Single Audit Statement for FY2025 to DEHCR. • Proceed with arranging for Single Audit for FY2025 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2026, whichever date is <i>earlier</i>).
April 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of January 1, 2026, through March 31, 2026, unless notified by DEHCR of another submission date.
July 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of April 1, 2026, through June 30, 2026, unless notified by DEHCR of another submission date.
September 30, 2026	<ul style="list-style-type: none"> • Complete all Construction Activities. • End of Construction Period. <i>No construction expenses incurred after this date.</i> • Complete Single Audit and submit Single Audit Report for FY2025 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2025 (submit within 30 days of Single Audit completion or September 30, 2026, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.

October 7, 2026	<ul style="list-style-type: none"> • Submit FFP Quarterly Report and supporting documents for the reporting period of July 1, 2026, through September 30, 2026, unless notified by DEHCR of another submission date.
October 31, 2026	<ul style="list-style-type: none"> • Submit Final FFP Payment Request and supporting documents. • Submit Project Completion Report and supporting documents for the period of October 1, 2026, through October 31, 2026.
Within 30 Days of Receipt of Final FFP Payment	<ul style="list-style-type: none"> • Submit Financial Certification of Completion and supporting documentation.
January 7, 2027	<ul style="list-style-type: none"> • Submit Final Program Income Report.
January 15, 2027	<ul style="list-style-type: none"> • Submit Single Audit Statement for FY2026 to DEHCR. • Proceed with arranging for Single Audit for FY2026 if required (Single Audit Report will be due to Federal Audit Clearinghouse [FAC] within 30 days of Single Audit being completed or September 30, 2027, whichever date is <i>earlier</i>).
September 30, 2027	<ul style="list-style-type: none"> • Complete Single Audit and submit Single Audit Report for FY2026 to Federal Audit Clearinghouse [FAC] if the Grantee was required to complete a Single Audit for FY2026 (submit within 30 days of Single Audit completion or September 30, 2027, whichever date is earlier). Submit record of submission from the FAC website to DEHCR.

ATTACHMENT B**BUDGET**

In the event of conflict between the Grantee's application and/or other supporting documents previously submitted to the Department by the Grantee with respect to the contents of this attachment, provisions within this attachment shall take precedence.

Project	Grant Award	Grantee Match Amount	Total
Dodgeville Public Library Renovation and Expansion Project	\$4,250,000.00	\$4,701,282.00	\$8,951,282.00

Grantee Match:

No minimum amount of match funding is required for the Grantee to receive the full Grant Award. Grantee costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement cannot be claimed as Grantee match.

Engineering/Architectural Costs:

Eligible engineering/architectural costs for the purposes of this Agreement to be paid with the Grant Award shall not exceed the amount designated on the FFP Payment Request form. Any engineering/architectural costs exceeding the designated amount shall be borne by the Grantee.

Administrative Costs:

Eligible administration costs for the purposes of this Agreement to be paid with the Grant Award shall not exceed the amount designated on the FFP Payment Request form. Any administration costs exceeding the designated amount shall be borne by the Grantee.

ATTACHMENT C

SOURCE OF FUNDS

Program Name: The United States Government, through the American Rescue Plan Act of 2021, has established the Capital Projects Fund through the U.S. Department of Treasury, and has awarded funds the State of Wisconsin to implementation of the Flexible Facilities Program, subject to certain conditions.

CFDA #: The CFDA Number for the FFP is 21.029.

Federal Award Identification Number (FAIN): CPFFN0201

Federal Award Date: October 6, 2022

Total Amount of the Federal Award: \$189,354,516.00

Amount of Federal Funds Obligated by this Award: (Budget Amount)

Funding Source:

The funds awarded under this Agreement have been encumbered and are subject to continued availability of funding from the U.S. Department of Treasury.

The contact information for the federal awarding official is:

U.S. Department of Treasury
Office of Recovery Programs
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Phone: (844) 529-9527

Email: CapitalProjectsFund@treasury.gov

The contact information for the pass-thru agency official is:

David Pawlisch, Division Administrator

Department of Administration
Division of Energy, Housing & Community Resources
101 E. Wilson Street
Madison, WI 53707

Phone: (608) 261-7538

David.Pawlisch@wisconsin.gov

ATTACHMENT D**METHOD OF PAYMENT**

The Department shall make payment via the method of the Department's discretion. The method of payment will either be via Automated Clearing House (ACH) or mailed check.

FFP Funds:

FFP funds awarded through this Agreement shall be released upon submission of required reporting. Request for final payment of any and all funds awarded by this Agreement must be received by the Department as set forth in the Timetable in Attachment A.

10% of the total grant award, up to a maximum of \$25,000.00, will be withheld from disbursement until the Grantee successfully completes the Project and submits Project completion documentation. The Department must approve the Project Completion Report for the Project to be considered complete.

Upon receipt by the Department of all required documents, Grantee may request Grant Award funds under this Agreement. The Grantee must comply with the payment request requirements issued by the Department, including as described in the Program Implementation Handbook. Invoices that the Grantee incurs do not have to be paid before the Department disburses grant funds to the grantee. Grantee may submit invoices as supporting documentation with the submission of grant payment requests/drawdowns and the Department will pay the grantee so they can pay the invoice.

The Department is not responsible for Grantee's disbursement of funds to contractors, sub-grantees and/or other creditors.

Project Funds:

Project funds will be disbursed pursuant to the Budget described in Attachment B. The Grantee is responsible for requesting all payments in accordance with requirements issued by the Department, including as described in the Department's Program Implementation Handbook.

Administrative Funds:

FFP administrative funds are to be disbursed pursuant to the Budget described in Attachment B and according to the requirements issued by the Department, including as described in the Department's Program Implementation Handbook.

Matching Funds:

Grantee costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement shall not be reported as Grantee match.

ATTACHMENT E**REPORTING REQUIREMENTS**

The Grantee agrees to follow the reporting procedures of the Department as specified in this Agreement, any published Program Implementation policy materials, and any subsequent revisions, which include but not limited to:

Reporting format:

The reporting shall be in the format as described in the reporting forms issued by the Department.

Quarterly Reporting:

Quarterly Reports for the reporting periods of January 1st through March 31st, April 1st through June 30th, July 1st through September 30th and October 1st through December 31st shall be submitted during the Performance Period and are due per the Timetable in Attachment A. Reporting must be in the format specified in the implementation policy materials and FFP Quarterly Report form issued by the Department.

Single Audit Reporting:

The Grantee shall submit a Single Audit Statement letter advising the Department of whether or not a Single Audit will be performed. The Single Audit Statement letter shall be submitted each calendar year during the Performance Period and thereafter until this Agreement has been closed out, and is due per the Timetable in Attachment A. If a Single Audit is required for a calendar year, then the Single Audit Report shall be submitted in accordance with the Timetable in Attachment A.

Labor Standards Reporting:

Grantees are subject to the Contract Work Hours and Safety Standards Act (CWHSSA), Fair Labor Standards Act (FLSA), and fair labor practices and must provide documents upon request for monitoring and must report contracting activities in accordance with the requirements in the implementation policy materials and FFP Quarterly Report Form issued by the Department.

Equal Opportunity Reporting:

Grantee shall submit equal opportunity data reporting in accordance with the requirements in the implementation policy materials and FFP Quarterly Report Form issued by the Department.

Project Completion Report:

The "Project Completion Report" and supporting documents must be submitted no later than 31 days after the Construction End Date as listed in the Timetable in Attachment A. The report shall be in the format specified in the implementation materials and Program Completion Report Form issued by the Department. It will require, at minimum, a summary of Program performance compared to Program goals and use of Program Income.

Financial Certification of Completion:

The Financial Certification of Completion and supporting documents must be submitted no later than thirty (30) days after the Grantee receives the final FFP payment, in the format specified in the implementation policy materials and Financial Certification of Completion Form issued by the Department.

Additional Reports and Information:

The Department reserves the right to amend and/or require additional information or reports as needed.

ATTACHMENT F**ADDITIONAL FLEXIBLE FACILITIES PROGRAM RULES**

The Grantee shall comply with the additional program rules as follows:

1. DEPARTMENT POLICIES AND PROCEDURES

The Grantee agrees to follow all policies and procedures of the Department including, but not limited to those outlined in the Grant Announcement, the implementation policy materials issued by the Department.

The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the Flexible Facilities Program and agrees to follow any such additions or revisions to its policies and procedures.

2. AMENDMENT

Amendment requests by Grantee should be made to the Department in writing. The Grantee understands that the Department will not entertain a request for an amendment within thirty (30) days of the end of this Agreement.

3. ADMINISTRATIVE STAFF

The Grantee shall maintain a staff sufficient to administer this Agreement and the activities and requirements arising therefrom. All records pertaining to this Agreement shall be kept at the Grantee's official place of business or at the office of the Grantee's administrator of this Agreement during the Performance Period. However, at completion of the Project all records shall be in the possession of the Grantee and maintained at the Grantee's official place of business. All executed contracts for the administration of this Agreement must be submitted to the Department.

4. MONITORING

The Grantee will be monitored by the Department at least once during the Performance Period of this Agreement. Grantees may undergo monitoring on-site at the Grantee's office or the Grantee will be asked to submit documentation to the Department for a desk monitoring session.

5. ENVIRONMENTAL PROTECTION

The Grantee is subject to environmental compliance requirements as outlined in this Agreement. Grantee shall also comply with the requirements set forth in the FFP Environmental Report Template and FFP implementation policy materials issued by the Department.

6. BROADBAND

As further outlined in Section 21 of Attachment G, Grantee agrees to ensure broadband service, meeting or exceeding 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and scalable to a minimum of 100 Mbps symmetrical for download and upload speeds, is provided to the public at the FFP project site.

7. LABOR STANDARDS

The Grantee shall comply with the fair labor practices specified in the Grant Agreement, the Grant Announcement, and implementation policy materials issued by the Department.

8. ACQUISITION/RELOCATION

With respect to the acquisition of real property, the Grantee shall:

- Comply with Ch. 32, Wis. Stats., and related administrative rules issued by the Wisconsin Department of Administration.
- Comply with the Uniform Relocation Assistance and Real Property Acquisition (URA) Policies Act of 1970, as amended, and the Wisconsin Department of Transportation Implementing Instructions related to 49 C.F.R. Part 24.
- Comply with the requirements in the Acquisition and Relocation implementation policy materials issued by the Department.
- All proceeds derived from the disposition of real property acquired with FFP funds shall be treated as Program Income as described within this Agreement.

9. PROCUREMENT

Competitive procurement is required unless the purchase or contract qualifies as a micro-purchase under the provisions of 2 C.F.R. Part 200.320(a)(1) or it is approved for non-competitive procurement by the Department under the provisions of 2 C.F.R. Part 200.320(c). Non-competitive/sole source procurement requests for purchasing and/or contracting (other than micro-purchases) will be reviewed by the Department on a case-by-case basis. Grantees may complete and submit a request form following the procedure as laid out in the Program Implementation Handbook to make a request for non-competitive procurement of professional services.

Construction activities and equipment/material/supply purchases and installation must be completed no later than September 30, 2026. Grant administration and other professional services for the project (direct costs, not indirect costs) may be eligible depending upon the timing of when the costs were incurred, the amount of costs (limits apply to grant administration), and compliance with Program procurement and contracting requirements.

10. LOBBYING

The Grantee shall comply with Public Law 104-65 Lobbying Disclosure Act by maintaining signed copies of a 'Lobbying Certification', and 'Disclosure of Lobbying Activities,' if applicable, for all applicable contractors, using the forms issued by the Department. Grantee shall also comply with the lobbying requirements outlined in Attachment G.

11. PROGRAM INCOME

"Program Income" means gross income received by the Grantee directly generated from the use of the Grant Award including, but not limited to, the following:

- a. repayments of funds that had been previously provided to eligible beneficiaries;
- b. interest earned on any or all Grant Award funds obtained from the Department;

- c. proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition.

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the FFP and U.S. Department of Treasury Capital Projects Fund. Program Income must be reported to the State on a quarterly basis using the quarterly reporting form issued by the Department through December 31, 2026.

12. FIVE-YEAR SUSTAINABILITY REQUIREMENT

The Grantee shall maintain and sustain the services and access funded with the Grant Award for at least five years after the completion of the proposed project. This includes use of the building (as outlined in Section 22 of Attachment G).

ATTACHMENT G**FEDERAL COMPLIANCE REQUIREMENTS for CAPITAL PROJECTS FUND**

Grantee agrees to comply with the requirements of section 604 of the Social Security Act (the Capital Projects Fund Statute), as added by section 9901 of the American Rescue Plan Act of 2021, and guidance issued by Treasury regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations. Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

A. Federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Generally applicable environmental laws and regulations, see DEHCR's Environmental Checklist available on the FFP webpage.

In addition, Grantee agrees:

- a. Pursuant to 2 C.F.R. Part 200.323, Grantee represents and warrants that in its performance under the Agreement, Grantee shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 - b. If this is a contract or sub-grant in excess of \$150,000, Grantee must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387) and agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with the Grant Award. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Grantee or DOA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- c. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
10. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
11. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Agency should encourage its employees, grantees, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.
12. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury.”
13. Assurances of Compliance with Civil Rights Requirements.
 - a. As a condition of receipt of federal financial assistance under this MOU, Grantee provides the following assurances with respect to the operation of its Program:
 - i. Grantee will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - ii. Grantee acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee’s programs, services, and activities.

- iii. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- iv. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
- v. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances a-d above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Grantee and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- b. Grantee shall cooperate with DOA in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements

- that may result from these actions. Agency shall comply with information requests, on-site compliance reviews and reporting requirements.
- c. Grantee shall maintain a complaint log and inform DOA so it can inform the Treasury Department of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
 - d. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.
 - e. If the Grantee makes sub-awards to other agencies or other entities, Grantee is responsible for ensuring that subawardees also comply with Title VI and other applicable authorities covered in this document. Grantee must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subawardees.
14. Except as otherwise provided under 41 C.F.R. Part 60, Grantee shall include the equal opportunity clause provided under 41 C.F.R. Part 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R., 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor" in all contracts financed in whole or in part with the grant award that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3.
15. If the amount of the award under this Agreement is greater than \$100,000.00 the undersigned official(s) certifies that to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall

complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

- c. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

16. All contracts made by Grantee under a federal award, as applicable must contain the contract provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, Grantee must ensure that all contracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement.
17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. Part 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People’s Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
18. Domestic Preferences in Procurement. Grantee will provide a preference for the procurement or use of goods, products, or materials produced in the United States as described in 2 C.F.R. Part 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America’s Workers (January 25, 2021).
19. Federal Interest and Insurance. Grantee agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using award funds will be used for the purpose and in the manner described in the approved Grant Plan or Program Plan, subject to the Guidance, the requirements of 2 C.F.R. Part 200.310, Insurance, 2 C.F.R. Part 200.311, Real Property, 2 C.F.R. Part 200.313, Equipment, 2 C.F.R. Part 200.314 Supplies, 2 C.F.R. Part 200.315, Intangible Property, as applicable, and any other restriction Treasury may impose as a condition to approving the State’s Application.
20. Use of Buildings. Grantee agrees that any buildings constructed or improved using award funds to jointly and directly enable work, education, and health monitoring will be used for all three of these purposes for a period of at least five years after completion of the construction of or improvement to such a building.
21. Labor.

- a. Mechanics & Laborers. Where applicable, all contracts awarded by the Grantee financed in whole or in part with the Grant Award in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b. Fair Wages. The Grantee must ensure fair wages are paid to workers in the laborer or mechanic job classification for construction. They must be paid wages and benefits in accordance with the FFP requirements. If the laborer or mechanic is a member of a collective bargaining agreement, the laborer or mechanic shall be paid wages and benefits in accordance with the collective bargaining agreement. If the laborer or mechanic is an apprentice, they shall be compensated according to the provisions of their Federal or State recognized apprenticeship documentation. If the laborer or mechanic is not a member of a collective bargaining agreement and not an apprentice in Federal or State recognized apprenticeship program, they shall be paid wages and benefits in accordance with whichever is the higher of their regular hourly wage and fringe benefits rate for other similar work they perform for the contractor, or an hourly wage and fringe benefits rate no less than the hourly rate specified in Federal Executive Order 14026 for federally assisted contracts, which is updated annually. The Grantee shall collect and review all contractors' payroll records for the weeks they work on the FFP project, and related fringe benefits documentation, for fair labor practices compliance monitoring, and ensure findings of non-compliance are resolved.

[signature required on next page]

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.

Grantee:

City of Dodgeville

By: _____
(signature)

Name: Barry Hottmann, Mayor
(print)

Date: _____

By: _____
(signature)

Name: Lauree Aulik, Clerk
(print)

Date: _____