

February 16, 2017

DOUGLAS COUNTY LAND INFORMATION COUNCIL
Wednesday, February 22, 2017, 1:00 p.m., Courthouse Room 207C
1313 Belknap Street, Superior, Wisconsin

Please call the Chair or the County Clerk's Office (715-395-1569) if you cannot attend.

MEMBERS: John Robinson, Chair
Carol Jones
Jon Fiskness
Dave Sletten
Tracy Middleton
Brad Theien
Maria Letsos
Zach DeVoe

A G E N D A

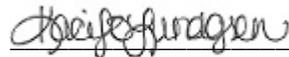
(Committee to maintain a two-hour meeting limit or take action to continue meeting beyond that time).

1. Roll call.
2. Approval of minutes from the February 16, 2016, meeting (attached).
3. Informational items:
 - a. 2016 projects;
 - b. 2017 grants (attached);
 - c. Wisconsin Land Information Association state parcel initiative;
 - d. Environmental Systems Research Institute (GIS) licensing; and
 - e. Pictometry-LiDAR and photos.
4. Future agenda items.
5. Adjournment.

cc: Susan Sandvick Andy Lisak Cheryl Westman
Superior Telegram Douglas County Website County Board Supervisors

NOTE: Attachments to agenda available in County Clerk's Office for viewing or copying. Action may be taken on items on the agenda. The County of Douglas complies with the Americans with Disabilities Act of 1990. If you are in need of an accommodation to participate in the public meeting process, please contact the Douglas County Clerk's Office at (715) 395-1341 by 4:00 p.m. on the day prior to the scheduled meeting. Douglas County will attempt to accommodate any request depending on the amount of notice we receive.

Posted: Courthouse, Government Center, Daily Telegram copied.



Name

2-16-17

Date

DOUGLAS COUNTY LAND INFORMATION COUNCIL
Tuesday, February 16, 2016, 9:00 a.m., Room 207C, Courthouse
1313 Belknap Street, Superior, Wisconsin

Meeting called to order by Chair John Robinson.

ROLL CALL: Present – John Robinson, Ben Klitzke, Jon Fiskness, Carol Jones, Brad Theien, Dave Sletten, Zach DeVoe. Absent – Gayle Wahner, Maria Letsos. Others present – Kaci Lundgren, Committee Clerk.

APPROVAL OF MINUTES: Motion by Fiskness, second DeVoe, to approve minutes from the September 29, 2015, meeting. Motion carried.

ACTION ITEM: Review and Approve 2016-2018 Douglas County Land Records Modernization Plan: State approved initial submission. Grant and Monroe County plans reviewed in a peer-review process. In addition to state-required benchmarks, county-specific goals were included in plan.

ACTION: Motion by Fiskness, second Jones, to approve 2016-2018 Douglas County Land Records Modernization Plan, as presented. Motion carried.

INFORMATIONAL ITEM: Review 2016 Wisconsin Land Information Program (WLIP) Grant: Grant application included with agenda; funding allocations, positions and duties in department discussed.

ACTION: Motion by Fiskness, second Theien, to recommend Andy Lisak, County Administrator, sign grant application. Motion carried.

ADJOURNMENT: Motion by Fiskness, second Theien, to adjourn. Motion carried. Meeting adjourned at 9:40 a.m.

Submitted by,

Kaci Lundgren
Committee Clerk

**2017 WISCONSIN LAND INFORMATION PROGRAM
BASE BUDGET GRANT AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
And
DOUGLAS COUNTY**

THIS AGREEMENT is made and entered into by and between the State of Wisconsin (“State”), Department of Administration (“Department”) and Douglas County (“Grantee”). This Agreement is complete and effective upon the signature of all parties.

WHEREAS, the Department administers the **Wisconsin Land Information Program** Grant (“Grant”) through the Division of Intergovernmental Relations (“Division”) to provide funds for eligible activities; and

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

WHEREAS, the Grantee has submitted an Application for the Grant to the Department and the Department, relying upon the representations set forth in the Application, approved an award to the Grantee in the amount of \$39,096 and

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

WHEREAS, this Agreement is a mutually exclusive with, and is distinguished from, all previous agreements between the Grantee and the Department, and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 through 17 which are annexed and made a part hereof.

**State of Wisconsin
Department of Administration
Division of Intergovernmental Relations**

Douglas County

BY: _____
**Administrator
Division of Intergovernmental Relations**

BY: _____
Name and Title

DATE: _____

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin. The monies shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the Department.

ARTICLE 2. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the performance period of this Agreement and that in any manner affect the work or its conduct.

The Grantee shall indemnify and hold harmless the Department and 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 the Grantee, or of any of its contractor(s), in performing work under this Agreement; brought for or on account of any obligations arising out of contracts between Grantee and its contractor(s) to perform services or otherwise supply products or services; or as a result of this grant.

The Grantee shall also hold the Department and the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts. If federal law requires an audit and if the Grantee is also the recipient of state funds under the same or a separate grant program, then the state funded programs shall also be included in the scope of the federally required audit. The Grantee shall comply with any requirements related to funding sources.

ARTICLE 3. STANDARDS FOR PERFORMANCE

These 2017 grant projects must be completed by December 31, 2018. The Grantee shall perform the projects and activities as set forth in the Grant Application and stipulated by the Department, and described herein in accordance with the standards set forth in Uniform Instructions for Preparing County Land Information Plans (available from the Wisconsin Land Information Program), incorporated herein by reference; and the standards from statute and administrative rule or adopted by the Department, State Geographic Information Officer, and any other applicable professional standards.

ARTICLE 4. PUBLICATIONS & DATA

All works produced under this Agreement shall become the property of the Grantee. All works and data shall be subject to the Wisconsin Public Records Law, Wis. Stat. 19.21 *et seq.* The Department reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use data, and to use works for government purposes. A notation indicating the participation of and partial funding by the Department shall be carried on all reports, materials, data and/or other information produced as a result of this Agreement.

ARTICLE 5. EXAMINATION OF RECORDS

Upon notice the Department shall have access to, and the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises, any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department 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, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained for a minimum of three years by the Grantee following final payment under this Agreement. This provision shall also apply in the event of termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and may be reimbursed to the Grantee by the Department.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs; 7) Documentation of acquisition of contract

services and materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects and/or programs.

ARTICLE 6. PERFORMANCE REPORTS

The Grantee shall submit an annual performance report via the County Retained Fee/Grant Report as already required by s. 59.72(2)(b), Wis. Stats. The annual report for the previous calendar year is due June 30th of each year. The Grantee is to use the County Retained Fee/Grant Report form provided by the Department.

ARTICLE 7. PROJECT COMPLETION

As a special term and condition of the Grant award, Grantee shall complete the entire project as proposed in its grant application or modified by joint agreement, including submission of annual performance reports required in Article 6 above.

ARTICLE 8. EXTENSIONS

The Grantee may request in writing an extension(s) of the Department if project will not be completed within the specified performance period. If the Grantee and the Department agree to the terms of the extension, the extension will be granted.

ARTICLE 9. FAILURE TO PERFORM

The Department reserves the right to receive a full refund of the grant award if required reports are not provided to the Department in a timely basis, if performance of contracted activities is not evidenced, or if the Grantee fails or refuses to provide data or materials in response to a request from the Department.

ARTICLE 10. TERMINATION OF AGREEMENT

The Department may terminate this Agreement at any time without cause upon thirty (30) days written notice to the Grantee. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the Department. The Grantee may terminate this Agreement, by delivering written notice to that effect to the Department not less than thirty (30) days prior to termination.

In the event this Agreement is terminated, for any reason whatsoever, the Grantee shall refund to the Department any payment made by the Department to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination. This Agreement is subject to termination upon failure of the legislature to appropriate monies for it.

ARTICLE 11. CANCELLATION FOR CAUSE

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

ARTICLE 12. NON-APPROPRIATION OF FUNDS

The appropriation from which payments are to be made is authorized under Sections 16.967 (7) and 20.505 (1) (ie) of the Wisconsin Statutes. This Agreement shall terminate without penalty if the Legislature fails to appropriate the funds necessary to carry out its terms.

FISCAL TERMS AND CONDITIONS

ARTICLE 13. ELIGIBLE COSTS

Eligible Costs are costs that are directly attributable to Grant activities and identified and approved in the Grant Application.

1. No Eligible Costs subject to this Grant may be incurred prior to Jan. 1, 2017, unless previously approved in writing by the Department.
2. Costs only as identified in the Budget and described in the Project Description are allowed.

ARTICLE 14. METHOD OF PAYMENT

Payments for the Land Information Program's Base Budget grant shall be made in full after grant agreement execution and before June 30, 2017.

ARTICLE 15. AUDIT REQUIREMENT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Auditing Principles and Generally Accepted Auditing Standards. The following requirements apply:

Governmental entities that expend more than \$500,000 in Federal or \$100,000 in State awards in a single year shall comply with the Single Audit Act of 1984, OMB Circular A-133 and the State Single Audit Guidelines issued by the Department of Administration. Single audit reports are due to the Department within thirty (30) days from issuance of the report, but no later than 180 days after the end of the audit period.

If less than \$500,000 in Federal or \$100,000 in State awards are expended in a year, the organization shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

One copy (1) of the audit, along with the Management letter, if one was issued by the auditor, should be submitted to the address listed below. Responses and corrective action to be taken by management should be included for any findings or comments issued by the auditor. Send these copies to:

Single Audit Coordinator
Wisconsin Department of Administration
Division of Administrative Services
101 East Wilson Street, PO Box 7869
Madison, Wisconsin 53707-7869

The county, their agents and contractors shall participate in reasonable, random, unannounced, on-site audits of all program-related activities and expenditures on request.

*See OMB Circ. A-128 (Audits of State and Local Governments) and A-133 (Audits of Institutions of Higher Education and Other Non-profit Institutions) for special rules regarding entities that receive between \$25,000 and \$100,000 in Federal awards.

ASSURANCES

ARTICLE 16. NONDISCRIMINATION IN EMPLOYMENT

Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin.

This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

ARTICLE 17. DISCLOSURE

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

**2017 WISCONSIN LAND INFORMATION PROGRAM
STRATEGIC INITIATIVE GRANT AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
And
DOUGLAS COUNTY**

THIS AGREEMENT is made and entered into by and between the State of Wisconsin (“State”), Department of Administration (“Department”) and Douglas County (“Grantee”). This Agreement is complete and effective upon the signature of all parties.

WHEREAS, the Department administers the **Wisconsin Land Information Program** Grant (“Grant”) through the Division of Intergovernmental Relations (“Division”) to provide funds for eligible activities; and

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

WHEREAS, the Grantee has submitted an Application for the Grant to the Department and the Department, relying upon the representations set forth in the Application, approved an award to the Grantee in the amount of \$50,000 and

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

WHEREAS, this Agreement is a mutually exclusive with, and is distinguished from, all previous agreements between the Grantee and the Department, and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 through 17 which are annexed and made a part hereof.

**State of Wisconsin
Department of Administration
Division of Intergovernmental Relations**

Douglas County

BY: _____
**Administrator
Division of Intergovernmental Relations**

BY: _____
Name and Title

DATE: _____

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin. The monies shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the Department.

ARTICLE 2. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the performance period of this Agreement and that in any manner affect the work or its conduct.

The Grantee shall indemnify and hold harmless the Department and 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 the Grantee, or of any of its contractor(s), in performing work under this Agreement; brought for or on account of any obligations arising out of contracts between Grantee and its contractor(s) to perform services or otherwise supply products or services; or as a result of this grant.

The Grantee shall also hold the Department and the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts. If federal law requires an audit and if the Grantee is also the recipient of state funds under the same or a separate grant program, then the state funded programs shall also be included in the scope of the federally required audit. The Grantee shall comply with any requirements related to funding sources.

ARTICLE 3. STANDARDS FOR PERFORMANCE

These 2017 grant projects must be completed by March 31, 2018. The Grantee shall perform the projects and activities as set forth in the Grant Application and stipulated by the Department, and described herein in accordance with the standards set forth in Uniform Instructions for Preparing County Land Information Plans (available from the Wisconsin Land Information Program), incorporated herein by reference; and the standards from statute and administrative rule or adopted by the Department, State Geographic Information Officer, and any other applicable professional standards.

ARTICLE 4. PUBLICATIONS & DATA

All works produced under this Agreement shall become the property of the Grantee. All works and data shall be subject to the Wisconsin Public Records Law, Wis. Stat. 19.21 *et seq.* The Department reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use data, and to use works for government purposes. A notation indicating the participation of and partial funding by the Department shall be carried on all reports, materials, data and/or other information produced as a result of this Agreement.

ARTICLE 5. EXAMINATION OF RECORDS

Upon notice the Department shall have access to, and the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises, any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department 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, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained for a minimum of three years by the Grantee following final payment under this Agreement. This provision shall also apply in the event of termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and may be reimbursed to the Grantee by the Department.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs; 7) Documentation of acquisition of contract

services and materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects and/or programs.

ARTICLE 6. PERFORMANCE REPORTS

The Grantee shall submit an annual performance report via the County Retained Fee/Grant Report as already required by s. 59.72(2)(b), Wis. Stats. The annual report for the previous calendar year is due June 30th of each year. The Grantee is to use the County Retained Fee/Grant Report form provided by the Department. In addition, upon project completion the county shall report on progress with the Grant award using the reporting template provided by the Department.

ARTICLE 7. PROJECT COMPLETION

As a special term and condition of the Grant award, Grantee shall complete the entire project as proposed in its grant application or modified by joint agreement, including submission of annual performance reports and a final grant project report required in Article 6 above.

ARTICLE 8. EXTENSIONS

The Grantee may request in writing an extension(s) of the Department if project will not be completed within the specified performance period. If the Grantee and the Department agree to the terms of the extension, the extension will be granted.

ARTICLE 9. FAILURE TO PERFORM

The Department reserves the right to receive a full refund of the grant award if required reports are not provided to the Department in a timely basis, if performance of contracted activities is not evidenced, or if the Grantee fails or refuses to provide data or materials in response to a request from the Department.

ARTICLE 10. TERMINATION OF AGREEMENT

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FISCAL TERMS AND CONDITIONS

ARTICLE 13. ELIGIBLE COSTS

Eligible Costs are costs that are directly attributable to Grant activities and identified and approved in the Grant Application.

1. No Eligible Costs subject to this Grant may be incurred prior to January 1, 2017, unless previously approved in writing by the Department.
2. Costs only as identified in the Budget and described in the Project Description are allowed.

ARTICLE 14. METHOD OF PAYMENT

One half of the funds for the Strategic Initiative grant award shall be paid within 60 days of grant agreement execution and the remaining half will be made upon project completion.

ARTICLE 15. AUDIT REQUIREMENT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Auditing Principles and Generally Accepted Auditing Standards. The following requirements apply:

Governmental entities that expend more than \$500,000 in Federal or \$100,000 in State awards in a single year shall comply with the Single Audit Act of 1984, OMB Circular A-133 and the State Single Audit Guidelines issued by the Department of Administration. Single audit reports are due to the Department within thirty (30) days from issuance of the report, but no later than 180 days after the end of the audit period.

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This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

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