

# Dane County Contract Cover Sheet

RES 311

Revised 01/2023

<b>Dept./Division</b>	LWRD/Admin		
<b>Vendor Name</b>	WI DNR	<b>MUNIS #</b>	3457
<b>Brief Contract Title/Description</b>	Grant contract for implementation of Aquatic Invasive Species Network Activities		
<b>Contract Term</b>	1/1/23-12/31/23		
<b>Contract Amount</b>	21,316.24		

<b>Contract #</b> Admin will assign	14994
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Pete Jopke	<b>Name</b>	Laura MacFarland
<b>Phone #</b>	228.4202	<b>Phone #</b>	715.499.0309
<b>Email</b>	jopke@countyofdane.com	<b>Email</b>	laura.macfarland@wisconsin.gov
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	311
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2023.01.31 15:59:31 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 1/31/23	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, January 31, 2023 4:17 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14994  
**Attachments:** 14994.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 2/1/2023 9:38 AM	Approve: 2/1/2023 9:39 AM
	Rogan, Megan	Read: 1/31/2023 4:18 PM	Approve: 1/31/2023 4:19 PM
	Gault, David	Read: 1/31/2023 4:21 PM	Approve: 1/31/2023 4:21 PM
	Lowndes, Daniel	Read: 1/31/2023 4:27 PM	Approve: 2/2/2023 3:12 PM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #14994

Department: Land & Water Resources/Parks

Vendor: WI Dept of Natural Resources

Contract Description: Grant for Implementation of Aquatic Invasive Species Network Activities (Res 311)

Contract Term: 1/1/23 – 12/31/23

Contract Amount: \$21,316.24

*Michelle Goldade*

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

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

2022 RES-311

ACCEPTANCE OF A STATE OF WI DEPARTMENT OF NATURAL RESOURCES  
LAKE MONITORING & PROTECTION GRANT

The Land & Water Resources Department has secured a \$21,316 Lake Monitoring & Protection Network grant from the Wisconsin Department of Natural Resources (WDNR).

The purpose of the grant is to implement aquatic invasive species network activities within Dane County. The County will provide technical assistance to communities, stakeholders and volunteers to prevent the spread of aquatic invasive species (AIS), to provide education of AIS impacts & prevention and to conduct lake monitoring.

THEREFORE, BE IT RESOLVED, that the County Board of Supervisors and the Dane County Executive hereby accept the \$21,316 Lake Monitoring and Protection Grant from the WI DNR.

BE IT FINALLY RESOLVED, that account LWRADMIN 80164 LMPN Grant Revenue and account LWRADMIN 20142 LMPN Grant Expense be increased by \$21,316. All Funds shall be carried forward until realized and expended.



December 16, 2022

► **REQUIRES IMMEDIATE ACTION** ◀  
**Aquatic Invasive Species**  
**Grant# LMPN6023**  
**Grant Amount: \$21,316.24**

Peter L. Jopke, Water Resources Planner  
Dane County  
5201 Fen Oak Dr- Rm 208  
Madison, WI 53718-8827

Dear Mr. Jopke:

Congratulations! On behalf of the Governor, we are pleased to announce the following project is approved for funding under Wisconsin's Lake Monitoring & Protection Network: **2023 Dane LMPN**

Please review the agreement including the list of conditions and return it signed by the authorized individual **within 30 days of this letter's date** to Sarah Fanning at SarahR.Fanning@wisconsin.gov or

Wisconsin Department of Natural Resources  
Attn: Sarah Fanning, WY/3  
101 S Webster St, Madison, WI 53707

The scope in the agreement is a summary of the project detail provided in the application and does not negate tasks/deliverables described therein. Data, records, and reports, including GIS-based maps, and digital images, must be submitted to the Department in a format specified by the regional AIS Coordinator.

Should you have any questions about the project, please contact Shelby Adler. If you have any financial questions, please contact Sarah Fanning. Under this grant program, you are entitled to a project advance payment.

The period covered by the agreement is from January 1, 2023 through December 31, 2023. Time extensions will not be granted for Lake Monitoring and Protection Network grants as they are annual allocations.

An advance payment is available to you. The advance payment is equal to 90% of the State grant amount. **If you wish to request the advance payment, please check the box provided before the signature block on the last page of the project agreement.** The State withholds the remaining 10% for final reimbursement following approval of the final report.

You must submit a request for your final payment (Form 8700-001) within 60 days from the grant end date or your grant may be terminated. All expenses must be paid **before** requesting reimbursement for the remaining 10% of the grant award. Even if you do not wish to receive the remaining 10%, you must submit a reimbursement request. If per the final reimbursement request form, the full amount of the advance payment was not spent, you will receive an invoice for the unspent balance.

Instructions and forms for the financial administration of the project are enclosed. Please submit all required reports to Shelby Adler at 3911 Fish Hatchery Rd, Fitchburg, WI 53711, and final reimbursement requests to Sarah Fanning at 101 S Webster St, Madison, WI 53707. Please write the project number (LMPN6023) on all correspondence and material submitted.

Your advance or reimbursement may be direct deposited to your organization's financial institution or a check mailed to Dane County, Peter L. Jopke, 5201 Fen Oak Dr- Rm 208, Madison, WI 53718-8827. This is the check recipient that appears in our records. If this is incorrect, please notify Sarah Fanning.

- Your project may require that one or more cost containment procedures. A grantee shall implement cost containment measures for all purchases made with grant funds that exceed \$2500. The grantee must identify the cost containment procedure used when requesting reimbursement. Refer to program guidance for acceptable cost containment procedures.
- If your project includes GIS data, it should be in a format fully compatible with ARC/INFO® and ArcView®.** If you have any questions about this format or the standards, please request more information from Shelby Adler or Sarah Fanning.

You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. The Department of Natural Resources is pleased to have the opportunity to participate with you in this grant project.

Sincerely,



Jim Ritchie, Director  
Bureau of Community Financial Assistance

C: Sarah Fanning  
Shelby Adler

**Notice:** Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

<b>Grantee</b> Dane County		<b>Project Number</b> LMPN6023	
<b>Project Title</b> 2023 Dane LMPN		<b>Entity ID#:</b> N/A	<b>CFDA #</b> N/A
<b>Start and End Date of Grant</b> From January 1, 2023 Through December 31, 2023		<b>State ID #</b> 370.678 370.663	
<b>Start and End Date of Grant</b> From January 1, 2023 Through December 31, 2023		<b>Name of Program</b> Aquatic Invasive Species - LAKE MONITORING & PROTECTION NETWORK	
<b>Project Scope</b>  Dane County will implement an Aquatic Invasive Species Prevention and Outreach Program as described by the Scope of Work, submitted to the department, and hereto made part of this grant agreement. The Scope of Work documents the manner in which Dane County will provide core Aquatic Invasive Species ("AIS") Prevention services within the county. Dane County will provide local support and assistance in implementation of statewide communication and education priorities.  Dane County will perform the following core services within Dane County: 1)Coordinate the Clean Boats Clean Waters Program 2)Coordinate the Purple Loosestrife Biocontrol Program 3)Coordinate checks on WI DNR AIS signage at public access sites 4)Coordinate implementation of WI AIS Management Plan's Pathways approach (organisms in trade, recreational activities and service providers, non-recreational fishing and aquaculture) 5)Provide AIS Outreach and Education to partners and stakeholders 6)Provide technical assistance to grantee/grant applicant for AIS Prevention and Early Detection & Response grant projects 7)Participate in early detection and response monitoring for AIS 8)Collect and report other chemical, biological, or physical data on lake ecosystems as requested by WI DNR 9)Facilitate entry of all data in WI DNR SWIMS database  WI DNR will be provided electronic copies of all data, reports, and maps generated as a result of this project. Dane County will submit a Progress Report and a Final Report to WI DNR.  This scope summarizes the purpose, goals, duties, and requirements as described in the Scope of Work attached and does not supersede those agreed upon tasks and deliverables.			
<b>WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONTACT:</b> Sarah Fanning, Grant Project Manager, (608) 220-6664, SarahR.Fanning@wisconsin.gov Shelby Adler, Water Resources Management Specialist, (608) 712-4306, shelby.adler@wisconsin.gov			
<b>PROJECT FINANCIAL ASSISTANCE SUMMARY:</b>		The following documents are incorporated into and made part of this agreement:	
<b>Total Project Cost</b>	\$21,316.24	1. Chapter NR 193, Wisconsin Administrative Code 2. Surface Water Grant Application Form #8700-284 and all attachments.	
<b>Cost Share Percentage</b>	100%		
<b>Grant Award</b>	\$21,316.24		
<b>Grantee Share</b>	\$.00		
<b>Advance Payment</b>	\$19,184.62		

**A. General Conditions:**

1. The State of Wisconsin Department of Natural Resources (Department) and the Grantee mutually agree to perform this agreement in accordance with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions to the original grant agreement, including cost adjustments, time extensions, and scope changes, must be requested by the grantee in writing. E-mail from the grantee is an acceptable format. Grantee must submit requests for amendment to this agreement prior to the end date of the original agreement. The Department may approve time extensions to the original agreement in writing without the requirement of the Grantee's signature. The Department may only approve cost and scope changes in a written grant agreement that requires signature of the grantee. The Grantee shall submit each amendment request to the Department contact listed on page 1 of this agreement.
3. Failure by the Grantee to comply with the terms of this agreement shall cause the suspension of all obligations of the State unless, in the judgment of the Secretary of the Department, such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.
4. Grantee match is defined as that portion of eligible project costs paid for by the grantee. Eligible sources of grantee match may include cash from the grantee; funds generated by local, non-department state or federal governments; grants or contributions from foundations, businesses, private individuals or nonprofit organizations; and donated or force account labor, professional services, supplies, and equipment usage. State funds from the department may not be considered part of the grantee match. Interest earned on advance payment under this grant cannot be considered as grantee match.
5. **The Grantee:**
  - a. Agrees to comply with all applicable provisions of Wisconsin Statutes and Administrative Code in fulfilling terms of this agreement. In particular, the Grantee agrees to comply with the provisions of ss. 23.22, 281.68, 281.69, 281.70, and 281.71, Wis. Stats., as appropriate, and to comply with all applicable federal, state and local contract and bidding requirements. The Grantee should consult its legal counsel with questions concerning contracts and bidding.
  - b. Agrees to obtain all regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state, or local agencies prior to project implementation and complied with fully during project implementation
  - c. Promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
  - d. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
  - e. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Grantee and all of its employees, agents or representatives. The Grantee is an Independent Contractor for all purposes, not an employee or agent of the Department.
  - f. Agrees to reimburse the Department for any and all funds the Department deems appropriate in the event the Grantee fails to comply with the conditions of this agreement or project proposal as approved by the Department or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Grantee fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
  - g. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Grantee agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

- h. Agrees that accounting for project funds shall conform to generally accepted accounting principles and practices, and shall be maintained by the Grantee in separate accounts.
- i. Agrees to submit final reimbursement claims within six (6) months from the grant end date. Reimbursement requests must be accompanied by progress reports detailing activities that have taken place during the time period for which the Grantee is seeking reimbursement and documentation for the costs being claimed.
- j. Agrees to keep all financial records, including invoices and canceled checks, that support all project costs claimed by the Grantee and make these available to the Department for inspection for six (6) years after receipt of final payment.
- k. Agrees that all water chemistry analyses that are part of the project shall be analyzed by either the Wisconsin State Lab of Hygiene or a Wisconsin certified laboratory approved by the Department for sample analysis. The DNR must pre-approve private laboratory eligibility. The grantee will first pay 100% of laboratory costs incurred directly to the laboratory and then request reimbursement from the DNR. This provision does not apply to planning projects conducted by the U.S. Geological Survey.
- l. Agrees to report data and information acquired as part of the project to the Department in the format specified by the Department's regional contact.
- m. Agrees to provide all information (data) gathered under this grant and final report products in electronic format and to submit these materials to the Department's regional contact as part of the final report.
- n. Will follow the conditions related to invasive species movement. The grantee agrees to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:
  1. Aquatic plants and animals shall be removed, and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code.
  2. Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>.
- o. Agrees to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued by Wisconsin Department of Administration, State Controller's Office, if Grantee expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency.

#### **6. The Department:**

- a. Promises, in consideration of the covenants and agreements made by the Grantee, to obligate for the Grantee the amount of \$21,316.24, and to tender to the Grantee that portion of the obligation that is required to pay the Department's share of the costs based upon the state providing up to the maximum percent of eligible project costs and not to exceed the maximum allowable grant award.
- b. Agrees that the Grantee shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Grantee or the Grantee's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Grantee's employees or agents.
- c. Reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with this agreement.
- d. Will withhold up to 10% of the state share for final payment, subject to a determination that the projects final report, and any required audits have been completed satisfactorily.

#### **B. Special Conditions:**

***The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:***

1. Indirect costs are not eligible for reimbursement under the Surface Water Grants program. This applies to both indirect costs that the grantee may wish to charge the Department and any indirect costs that a subcontractor may wish to charge the grantee. If indirect costs are incurred, they are wholly the responsibility of the grantee.
2. "Provide technical assistance to a grantee or grant applicant for AIS Control" in the FY23 Cooperative Agreement Template and Scope of Work Template was mistakenly included during form revisions. This service is not included in FY23 and requests for AIS control should be referred to WDNR.

Check here if you request advance payment totaling \$19,184.62

*The person(s) signing for the Grantee represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.*

**STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
FOR THE SECRETARY**

**By**

**By**



\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
**Jim Ritchie, Director  
Bureau of Community Financial Assistance**

\_\_\_\_\_  
(Title)

12/16/2022

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)