

Dane County Contract Cover Sheet

Revised 01/2022

Res 306

Dept./Division	LWRD/Administration		
Vendor Name	WI DNR	MUNIS #	3457
Brief Contract Title/Description	Grant contract for implementaion of Aquatic Invasive Species Network activities.		
Contract Term	1-1-2022 to 12-31-2022		
Contract Amount	21,300.00		

Contract # Admin will assign	14613
Type of Contract	
<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	
Name	Janet Crary	Name	Sarah Fanning
Phone #	608-224-3730	Phone #	608-266-2621
Email	crary@countyofdane.com	Email	SarahR.Fanning@wisconsin.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org: LWRADMIN	Obj: 20142	Proj:	\$ 21,300.00
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	306
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2022.01.18 12:26:39 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 1/18/22	Date Out: _____	<input type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, January 18, 2022 3:07 PM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14613
Attachments: 14613.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/19/2022 8:34 AM	Approve: 1/19/2022 8:34 AM
	Gault, David	Read: 1/18/2022 3:18 PM	Approve: 1/18/2022 3:20 PM
	Patten (Purchasing), Peter		Approve: 1/20/2022 9:41 AM
	Lowndes, Daniel	Deleted: 1/19/2022 12:24 PM	Approve: 1/18/2022 3:32 PM
	Stavn, Stephanie	Read: 1/18/2022 3:51 PM	
	Oby, Joe	Deleted: 1/19/2022 10:47 AM	

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

Contract #14613

Department: Land & Water Resources

Vendor: WI Dept of Natural Resources

Contract Description: Accept grant funding for Implementation of Aquatic Invasive Species Network Activities (Res 306)

Contract Term: 1/1/22 – 12/31/22

Contract Amount: \$21,300.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

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

2021 RES-306

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

The Land & Water Resources Department has secured a \$21,300 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 \$21,300 Lake Monitoring and Protection Grant from the WI DNR.

BE IT FURTHER RESOLVED, that the Land & Waters Resources Director and the Water Resources Planner are authorized to submit reimbursement claims along with necessary supporting documentation within six months of project completion, and take necessary action to undertake, direct, and complete approved projects.

BE IT FINALLY RESOLVED, that revenue and expense accounts LWRADMIN 20142 & LWRADMIN 80164 be increased by \$21,300 for the 2022 budget. All Funds shall be carried forward until realized and expended.

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].

Grantee Dane County		Project Number LMPN3922	
Project Title Dane County LMPN		Grantee DUNS #: N/A	CFDA # N/A
Start and End Date of Grant From January 1, 2022 Through December 31, 2022		Name of Program Aquatic Invasive Species - LAKE MONITORING & PROTECTION NETWORK	
Project Scope <p>Dane County will implement Aquatic Invasive Species Network Activities as described by the list of cooperative services that will occur within Dane County, submitted to the department, and hereto made part of this grant agreement. These cooperative services document the manner in which Dane County will provide core Aquatic Invasive Species ("AIS") Prevention services within the county.</p> <p>Dane County will provide technical assistance and educational outreach to stakeholders, communities and volunteers within the county on how to prevent the spread of AIS, coordinate early detection and response monitoring for AIS, coordinate implementation of WI AIS Management Plan's Pathway approach (Organisms in Trade, Recreational Activities and Service Providers, and Non-Recreational Fishing), coordinate Clean Boats Clean Waters (CBCW) program, coordinate Purple Loosestrife Biocontrol Program, coordinate checks on DNR AIS signage at public access sites, provide technical assistance to grantee/grant applicants for AIS Prevention, Control, Early Detection & Response grant projects, facilitate entry of all data in SWIMS database, and submit one progress report and a final report to DNR. WDNR will be provided electronic copies of all data, reports and maps generated as a result of this project.</p> <p>This scope summarizes the purpose, goals, requirements, and Counties duties as described in grant agreement attached and does not supersede those agreed upon tasks/deliverables.</p> <p>Specific Conditions: All data will be entered into SWIMS database and all monitoring activities will be conducted using Department approved protocols.</p>			
WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONTACT: 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			
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are incorporated into and made part of this agreement:	
Total Project Cost	\$21,300.00	<ol style="list-style-type: none"> Chapter NR 193, Wisconsin Administrative Code Surface Water Grant Application Form #8700-284 and all attachments. 	
Cost Share Percentage	100%		
Grant Award	\$21,300.00		
Grantee Share	\$.00		
Advance Payment	\$19,170.00		

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 \$21,300.00, 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.


Check here if you request advance payment totaling \$19,170.00

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)

12/17/2021

(Date)

(Date)