

# Dane County Contract Cover Sheet

Res 408

<b>Dept./Division</b>	Land & Water Resources/Administration
<b>Vendor Name</b>	WI Dept. of Natural Resources
<b>Vendor MUNIS #</b>	3457
<b>Brief Contract Title/Description</b>	Grant for aquatic invasive species work within Dane County.
<b>Contract Term</b>	01/01/2021 to 12/31/2021
<b>Total Contract Amount</b>	\$ 21,316.24

<b>Contract #</b> <small>Admin will assign</small>	<b>14302</b>
<b>Addendum</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

<b>Purchasing Authority</b>	<input type="checkbox"/> <b>\$11,000 or under – Best Judgment</b> (1 quote required)	
	<input type="checkbox"/> <b>Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works)</b> (3 quotes required)	
	<input type="checkbox"/> <b>Over \$37,000 (\$25,000 Public Works)</b> (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> <b>Bid Waiver – \$37,000 or under</b> (\$25,000 or under Public Works)	
	<input type="checkbox"/> <b>Bid Waiver – Over \$37,000</b> (N/A to Public Works)	
	<input checked="" type="checkbox"/> <b>N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other</b>	

MUNIS Req.	Org Code	LWRADMIN	Obj Code	new	Amount	\$ 21,316.24
<b>Req #</b>	Org Code		Obj Code		Amount	\$
<b>Year</b>	Org Code		Obj Code		Amount	\$

<b>Resolution</b>	<b>A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.</b>						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					<b>Res #</b>	408
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					<b>Year</b>	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	3/10/21		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
<b>Name</b>	Janet Crary	<b>Name</b>	Alexandra Delvoe - WDNR
<b>Phone #</b>	608-224-3730	<b>Phone #</b>	608-692-0409
<b>Email</b>	crary@countyofdane.com	<b>Email</b>	Alexandra.Delvoe@wisconsin.gov
<b>Address</b>	5201 Fen Oak Dr., Room 208 Madison, WI 53719	<b>Address</b>	101 S. Webster St. Madison, WI 53703

<b>Certification:</b> The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. <b>The modifications have been reviewed by:</b>
<input checked="" type="checkbox"/>	Non-standard contract.

## Contract Cover Sheet Signature

Department Approval of Contract		
<b>Dept. Head / Authorized Designee</b>	Signature	Date
	Printed Name	
	Laura Hicklin	

## Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

<b>Director of Administration</b>	Signature	Date
	Comments	
<b>Corporation Counsel</b>	Signature	Date
	Comments	

## Goldade, Michelle

---

**From:** Goldade, Michelle  
**Sent:** Thursday, March 11, 2021 4:03 PM  
**To:** Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14302  
**Attachments:** 14302.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 3/11/2021 4:05 PM	Approve: 3/11/2021 4:05 PM
	Clow, Carolyn		Approve: 3/11/2021 4:08 PM
	Gault, David	Read: 3/11/2021 4:05 PM	Approve: 3/11/2021 4:06 PM
	Lowndes, Daniel	Read: 3/11/2021 5:24 PM	Approve: 3/11/2021 5:30 PM
	Stavn, Stephanie	Read: 3/11/2021 4:04 PM	
	Oby, Joe	Deleted: 3/12/2021 7:46 AM	

Contract #14302

Department: Land & Water Resources

Vendor: Wisconsin Dept of Natural Resources

Contract Description: Accept grant for aquatic invasive species work within Dane County (Res 408)

Contract Term: 1/1/21 – 12/31/21

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.

2020 RES-408

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 FURTHER RESOLVED, that the Land & Waters Resources Director and the Water Resources Planner are authorized to execute documents necessary to accept the funds, 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 new revenue and expense accounts LWRADMIN "LMPN GRANT" be established for \$21,316. All Funds shall be carried forward until realized and expended.

State of Wisconsin  
 Department of Natural Resources  
 P. O. Box 7921  
 Madison, WI 53707-7921

**SURFACE WATER GRANT AGREEMENT**  
 Form 8700-246

Rev. 08-2020

**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> LMPN0621		
<b>Project Title</b> Dane County LMPN	<b>Grantee DUNS #:</b> N/A	<b>CFDA #</b> N/A	<b>State ID #</b> 370.663 370.678
<b>Start and End Date of Grant</b> From January 1, 2021 Through December 31, 2021	<b>Name of Program</b> Lake Monitoring and Protection Network		
<p><b>Project Scope</b></p> <p>Dane County will implement Aquatic Invasive Species Network Activities as described by the 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. Dane County will provide technical assistance to communities, stakeholders, and volunteers within the county to prevent the spread of AIS, to provide education about AIS impacts and prevention, and to conduct lake monitoring. Specific project conditions: Submit 2 semi-annual progress reports and a final report annually to the county and WDNR. All data shall be entered into the SWIMS database. This scope summarizes the purpose, goals, and requirements described in the cooperative services that will occur within Dane County.</p>			
<p><b>WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONTACT:</b>          Alexandra Delvoye, Surface Water Grants Assistant, (608) 692-0409, <a href="mailto:Alexandra.Delvoye@wisconsin.gov">Alexandra.Delvoye@wisconsin.gov</a>          Shelby Adler, Water Resources Management Specialist, (608) 275-3283, <a href="mailto:shelby.adler@wisconsin.gov">shelby.adler@wisconsin.gov</a></p>			
<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	<ol style="list-style-type: none"> <li>1. Chapter NR 193, Wisconsin Administrative Code</li> <li>2. Surface Water Grant Application Form #8700-284 and all attachments.</li> </ol>	
<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 60 days 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.

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)

1/8/2021

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

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