

2018 RES-659

ACCEPTANCE OF A LAKE PLANNING GRANT FOR WAUBESA & KEGONSA
FROM THE WI DEPARTMENT OF NATURAL RESOURCES

The Land & Water Resources Department has secured two \$3,000 Lake Planning grants from the Wisconsin Department of Natural Resources (WDNR) to assess the nearshore fish of Lakes Waubesa and Kegonsa.

The purpose of the grant is to evaluate the status of nearshore fish populations and to examine factors that may be affecting species diversity and the status of environmentally sensitive species. The information to be collected is important for a comprehensive lake ecosystem management analysis and planning, and assists WDNR with tracking the status of rare/declining fish species, Critical Habitat Designations and recommendations for shoreline habitat management.

The required match for this project is met by in-kind County expenditures for data collections, analyses and final reports.

NOW, THEREFORE, BE IT RESOLVED, that the Dane County Board of Supervisors and the Dane County Executive hereby accept the two \$3,000 Lake Planning grants from the WI DNR,

BE IT FINALLY RESOLVED, that revenue account LWRADMIN 80055 and expense account LWRADMIN 20083 "Nearshore Fish Survey Grant" be increased by \$6,000. 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].

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|---|------------|--|--------------|-----------------------|
| Grantee Dane | | Project Number SPL39819 | | |
| Project Title Surveys of Lake Kegonsa Nearshore Fish Populations | | Grantee DUNS #: NA | CFDA # NA | State ID # 370.633 |
| Start and End Date of Grant From February 15, 2019 Through December 31, 2019 | | Name of Program Lake Planning | | |
| <p>Project Scope</p> <p>Dane County Department of Land and Water Resources is sponsoring a project to assess the nearshore fish of Lake Kegonsa as part of the county's APM planning and implementation with the following goals: evaluate the fish species diversity and composition of sensitive species, evaluate factors that may be affecting these fish populations, and educate the public and local governments and recommend any needed actions that will protect the sensitive fish.</p> <p>Project deliverables include raw fish survey data from about 18 sites around the lake, and a report comparing results to previous surveys. Potential environmental factors affecting these fish will be assessed.</p> <p>This scope summarizes 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 Lake Biologist. If consultant is to provide final report, it is recommended that Grantee provide DNR Lake Coordinator with a draft for comment on report adequacy prior to making final payment to the consultant. DNR to receive both paper and electronic .pdf copies of the final report along with, or prior to submission of grantee's final payment request.</p> | | | | |
| <p>WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONTACT: Kurt Byfield, Environmental Grant Specialist, (608) 275-7760, Kurt.Byfield@wisconsin.gov Susan Graham, Water Resources Mgmt Specialist, (608) 275-3329, Susan.Graham@wisconsin.gov</p> | | | | |
| PROJECT FINANCIAL ASSISTANCE SUMMARY: | | The following documents are incorporated into and made part of this agreement: | | |
| Total Project Cost | \$6,100.00 | <ol style="list-style-type: none"> 1. Chapter NR 190, Wisconsin Administrative Code 2. Surface Water Grant Application Form #8700-284 and all attachments. | | |
| Cost Share Percentage | 67% | | | |
| Grant Award | \$3,000.00 | | | |
| Grantee Share | \$3,100.00 | | | |
| Advance Payment | \$2,250.00 | | | |

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 not cause the suspension of all obligations of the State if, 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 Wisconsin Statutes and Wisconsin Administrative Codes 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's 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-approved 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 \$3,000.00, 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 25% 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:

- 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 \$2,250.00


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 
(Signature)

Director
(Title)

4/12/19
(Date)

By 
for Mary Rose Teves, Director
Bureau of Community Financial Assistance

April 9th 2019
(Date)