

RES 468

Dane County Contract Cover Sheet

Dept./Division	LWRD/Parks
Vendor Name	WI Department of Natural Resources
Vendor MUNIS #	3457
Brief Contract Title/Description	Grant for administering the 2017-18 Gypsy Moth Spray program.
Contract Term	July 1, 2017 to June 30, 2018
Total Contract Amount	\$ 22,050.78

Contract # <small>Admin will assign</small>	13337
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<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

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	LWRPKOP	Obj Code	21130	Amount	\$ 25,088
Req #	Org Code	LWRPKOP	Obj Code	81616	Amount	\$ 25,088
Year	Org Code		Obj Code		Amount	\$

Resolution	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.						
	<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.					Res #	468
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.					Year	2017

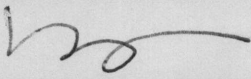
Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	3/19/18		
	Controller		3/20/18	
GC	Purchasing	3/21/18	3/21/18	
	Corporation Counsel	3/21/18	3/21/18	
	Risk Management	3/20/18	3/20/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Janet Crary	Name	Kathleen Hanson
Phone #	224-3757	Phone #	608-266-9426
Email	crary@countyofdane.com	Email	kathleen.hanson@wisconsin.gov
Address	5201 Fen Oak Dr. Room 208 Madison, WI 53718	Address	PO Box 7921 Madison, WI 53701

Certification:	
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. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		3/16/16
	Printed Name	
	Laura M Hicklin	

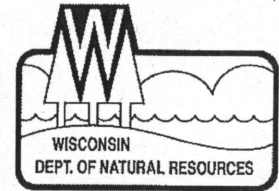
Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



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

**GYPSY MOTH SUPPRESSION PROGRAM
GRANT AGREEMENT**
Form 2400-142 Rev. 3/14

GRANT SPONSOR (aka County Coordinator) Pete Jopke Planner 5201 Fen Oak Drive Madison, WI 53718	PROJECT NUMBER GM11618
	PERIOD COVERED BY THIS AGREEMENT July 1, 2017 through June 30, 2018

PROJECT TITLE
Dane County Gypsy Moth Suppression

PROJECT SCOPE AND DESCRIPTION

Dane County proposes to participate in the Gypsy Moth Suppression grant program as explained in the attached agreement. A detailed description of associated treatment blocks is included with this agreement. Aerial Spray Costs per acre will be the following for Btk \$45.40 per acre

ESTIMATED PROJECT COSTS (subject to finalizing of treatment blocks)		<i>The following documents are incorporated into and made part of this agreement</i> (1) Chapter NR 47, Wis. Adm. Code (2) Gypsy Moth Suppression Grant application (Form 2400-131) and attachments.
Estimated Total Aerial Spray Cost	\$22,050.78	
Estimated Sponsor Cost Share of Aerial Spray*	\$11,025.39	

Block Name	Local Name	Block Acres
DANE_1	Old Sauk Rd	20.3
DANE_2	Raymond Rd	60.5
DANE_3	Regent St	109.3
DANE_4	University Heights	38
DANE_5	Canceled	
DANE_6	Lake Edge Park	63.1
DANE_7	Milwaukee St	143.2
DANE_8	Sun Prairie	<u>51.3</u>
		485.70

Estimated Federal Cost Share of Aerial Spray*	\$11,025.39	* Federal cost share from U.S. Department of Agriculture/Forest Service/Cooperative Forestry Assistance grant #CFDA 10.680 is subject to availability of funds.
Administrative Expenses	To Be Determined	
Estimated Total Number of Acres	485.70	

GENERAL PROVISIONS

1. The purpose of this agreement is to provide a cooperative Gypsy Moth Suppression Program between the parties. The parties agree to the following terms and conditions for cost share and continued eligibility for the grant identified in this agreement. The agreement is effective once both parties sign at the end of the document.
2. The applicant is defined as a Wisconsin county that submits an application for inclusion in the state Gypsy Moth Suppression Program and cost sharing for the treatment of and associated administrative costs for suppression of Gypsy Moth outbreaks. The applicant may assign an agent who is authorized to execute this agreement and bind his or her principal, either by duly adopted resolution or otherwise. In this case, this agent will be known as the "sponsor" of the grant and is responsible to ensure all duties outlined in s. NR 47.913, Wis. Adm. Code, are completed. If the applicant does not assign an agent, the applicant shall be known as the "sponsor" of the grant.

FINANCIAL ADMINISTRATION PROVISIONS

3. Any reimbursement of cost share expenses is subject to the availability of federal funds provided by the USDA Forest Service. If full funding is not available, cost share reimbursements will be prorated.
4. The Department of Natural Resources (department) will invoice the sponsor for the total costs of the aerial spray based on the estimated total number of acres submitted with the sponsor's application multiplied by the cost per acre for Btk and/or Gypchek treatments. Those costs per acre are described on the first page of this agreement. The sponsor shall submit the full payment to the department no later than April 1 of this year.
5. The sponsor is responsible for arranging and collecting financing for the full cost of the treatment with available sources of local funding. The sponsor shall not use other matching federal funds, besides the Gypsy Moth cost share reimbursement (as described below) administered by the department, to cover the local portion of the cost share.
6. The sponsor shall submit a record of administrative expenses incurred from July 1 of last year through June 30 of this year to the department no later than July 15 of this year on the prescribed department forms.
7. The department shall reimburse the sponsor, from available federal funds, for both aerial spray costs and administrative expenses up to 50% of total expenses. The department agrees to provide this reimbursement within a reasonable processing time following submission of all sponsor expense reports, not to go beyond September 30 of this year.
8. The sponsor shall record administrative expenses that are both necessary and reasonable for the operation of the program. Only eligible administrative expenses as defined in s. NR 47.917(1), Wis. Adm. Code, are eligible for reimbursement. Administrative expenses incurred for treatment blocks that do not receive aerial insecticide are not eligible for reimbursement.
9. The sponsor shall use time sheets that record the work of their employees on a daily basis, and may be either the timesheet provided by the department or the employees' standard timesheet. These daily time sheets shall document the type of work performed and training received for the project. If employees do not keep daily time sheets, any time spent working on the project must be recorded in a project labor log. The log shall record the date, hours worked, work done, employee name and rate of pay.
10. The sponsor shall include fringe benefits for their employees who perform work for the project. These fringe benefits may include employee insurance plans, retirement plans, Social Security contributions, worker's compensation, etc. Fringe benefits may be reimbursed at rates up to those specified by the Department of Administration (varies by county).
11. The sponsor may use vehicle logs to document mileage accrued for work performed for the project. Mileage may be reimbursed at rates up to those specified by the Department of Transportation.
12. The sponsor shall retain backup documentation of all expenses on file for four (4) years. This information includes copies of invoices, receipts, time sheets, canceled checks and other financial documents as further requested by the department. The sponsor is subject to and agrees to an audit by the USDA Forest Service and the department.

PROJECT ACTIVITY PROVISIONS

13. The sponsor shall submit final treatment block boundaries to the department no later than March 7 of this year. Changes to spray block acreage may be the result of deletions because of objectors, alterations for the safety of the public and/or the applicator, threatened or endangered species concerns, or the need to redraw the treatment block for ease of flying and improve treatment efficiency. Once the department has received the sponsor's payment for the total cost of aerial spray of the treatment blocks, the boundaries of these treatment blocks shall be considered fixed, and this grant will be adjusted accordingly.
14. Alteration or cancellation of a treatment block after April 1 of this year, may only occur in the event of an irreconcilable conflict with a federal or state listed, threatened or endangered species; or where it is determined that the pesticide treatment may be hazardous to the public or the applicator, as stated in s. NR 47.914(10)(a), Wis. Adm. Code. This grant will be adjusted accordingly for these deletions; and no additions to the total acreage can be made.
15. The sponsor shall notify and work with the landowners by responding to requests for assistance and complying with administrative rule and statutory notice provisions. The sponsor is responsible for resolving objections to treatment.
16. The sponsor shall keep records of all public contacts and submit them to the department, as described in s. NR 47.914(8), Wis. Adm. Code. The sponsor shall also provide the department a list of telephone contacts made, including emergency telephone numbers, associated with each treatment block, as provided in NR 47.914(11), Wis. Adm. Code.
17. The department intends to field check at least 10% of the applicant's treatment blocks for eligibility.
18. The applicant shall attend training as a ground observer of the Wisconsin aerial spray program and assist as an observer during the treatment.
19. The applicant shall provide to the department a post-treatment evaluation of defoliation within their treatment blocks using the survey methods provided by the department.

STANDARD PROVISIONS

20. The department and the sponsor mutually agree to perform this agreement in accordance with the Federal Cost Sharing Program to Suppress Gypsy Moth and with the project proposal, application, terms, promises, conditions, provisions, plans, specifications, estimates, procedures, maps and also any assurances attached hereto and made a part hereof.
21. The department hereby promises, in consideration of the covenants and agreements made by the sponsor herein, to obligate to the sponsor the amount of, and to tender to the sponsor that portion of, the obligation of which the federal government is required to pay based upon the state providing the federal portion of eligible project costs (subject to federal funding availability). The sponsor hereby promises, in consideration of the promises made by the department herein, to execute the project described herein in accordance with this agreement.
22. The sponsor agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement. In particular, the sponsor agrees to comply with the provisions of s. NR 47, Wis. Adm. Code.
23. The department agrees that the sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The department 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 the agreement. The department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the sponsor or the sponsor's employees. The sponsor is an independent contractor for all purposes, not an employee or agent of the department. The department further agrees that it will exercise no control over the selection and dismissal of the sponsor's employees.
24. 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 hereby superseded. Any revisions must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement.
25. The sponsor may rescind this agreement in writing at any time prior to the starting 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.
26. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State hereunder if, in the judgment of the Secretary of the department, such failure was due to no fault of the sponsor. 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.

- 27. The sponsor 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 the sponsor's employees, agents or representatives.
- 28. The sponsor agrees to reimburse the department for any and all funds the department deems appropriate in the event the sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the sponsor 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 project cost payment.
- 29. In connection with the performance of work under this agreement, the sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability, sexual orientation or national origin, as defined in s. 51.01(5), Wis. Stats. 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 sponsor further agrees to take affirmative action steps to ensure equal employment opportunities, as required by law.

Indicate to the right where <u>your check should</u>	Name _____
<u>be mailed</u> , if different from the county	Title _____
coordinator listed on your grant application.	Business/County _____
	Address _____
	City State Zip _____

Sign and return this agreement to the department by **April 15st** of this year.

The person(s) signing for the applicant represents both personally and as an agent or sponsor 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)

By *Mary Rose Teves* FOK
Mary Rose Teves, Director
Bureau of Community Financial Assistance

(Title)

(Date)

3-13-18
(Date)