

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Land & Water Resources		Contract/Addendum #: 13062																					
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		<table border="1"> <tr> <th>Contract</th> <th>Addendum</th> </tr> <tr> <td colspan="2">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>		Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input checked="" type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																							
3. Term of Contract or Addendum: 7-1-16 to 6-30-17																							
4. Amount of Contract or Addendum: \$8,498.88																							
5. Purpose: Dane County serves as the coordinating agency which allows for municipalities to be eligible for cost sharing through the WDNR. The program works to suppress damaging gypsy moth populations with an aerial insecticide treatment should conditions warrant. This year, the City of Madison has requested treatment from the WDNR for 187.2 acres.																							
6. Vendor or Funding Source: WI Department of Natural Resources																							
7. MUNIS Vendor Code: 3457																							
8. Bid/RFP Number:																							
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																							
10. Are funds included in the budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																							
11. Account No. & Amount, Org & Obj. <u>LWRPKOP 21130</u> Amount \$ _____																							
Account No. & Amount, Org & Obj. <u>LWRPKOP 81616</u> Amount \$ _____																							
Account No. & Amount, Org & Obj. _____ Amount \$ _____																							
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																							
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption 2017 RES-002																							
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																							
15. Director's Approval: <i>Ken Connor</i>																							

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<i>MJ</i> Received	_____	<u>4-13-17</u>	_____	WI Department of Natural Resources	
<i>CH</i> Controller	_____	_____	<u>4/18/17</u>	Contact Person	
<i>CV</i> Corporation Counsel	_____	<u>4-20-17</u>	<u>4/21/17</u>	Kathleen Hanson	
<i>V</i> Risk Management	_____	<u>4/18/17</u>	<u>4/20/17</u>	Phone No.	
<i>Cac</i> Purchasing	_____	<u>4/21/17</u>	<u>4/21/17</u>	608-266-9426	
_____ County Executive	_____	_____	_____	E-mail Address	
				kathleen.hanson@wisconsin.gov	

Footnotes:

- 1.
- 2.

Return to:	Name/Title: Janet Crary/Account Clerk II Phone: 224-3757 E-mail Address: crary@countyofdane.com	Dept.: Land & Water Resources Mail Address: 5201 Fen Oak Dr., #208 Madison, WI 53718
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Certification

The attached contract: *[check as many as apply]*

- ☒ conforms to Dane County's standard Purchase of Services Agreement form in all respects
- ☐ conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- ☐ is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- ☐ is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- ☐ is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- ☐ contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- ☐ contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- ☐ contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- ☐ contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 4-11-17

Signed: Kevin Connors

Telephone Number 224-3731

Print Name: Kevin Connors

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. Department Head ☐ Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____

Signature: _____

2. Director of Administration ☐ Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

3. Corporation Counsel ☐ Contract is in the best interest of the County.
Comments:

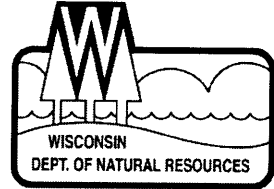
Date: _____

Signature: _____

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

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

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



13062

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 Water Resource Planner 5201 Fen Oak Dr. Madison, WI 53718		PROJECT NUMBER GM11417	
		PERIOD COVERED BY THIS AGREEMENT July 1, 2016 through June 30, 2017	
PROJECT TITLE Dane County Gypsy Moth Suppression			
PROJECT SCOPE AND DESCRIPTION <p>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 Gypcheck \$45.40</p>			
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. * Federal cost share from U.S. Department of Agriculture/Forest Service/Cooperative Forestry Assistance grant #CFDA 10.680 is subject to availability of funds.	
Estimated Total Aerial Spray Cost	\$8,498.88		
Estimated Sponsor Cost Share of Aerial Spray*	\$4,249.44		
Estimated Federal Cost Share of Aerial Spray*	\$4,249.44		
Administrative Expenses	To Be Determined		
Estimated Total Number of Acres	187.20		

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

Sign and return this agreement to the department by **April 28st** 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

Mary Rose Teves FOR

By _____
(Signature)

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

(Title)

(Date)

April 6, 2017
(Date)