

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 Healthy Lakes Association		Project Number	
Project Title Let's Make Healthy Lakes & Rivers Together!		Entity ID#: N/A	CFDA # N/A
Start and End Date of Grant From March 15, 2023 Through December 31, 2025		Name of Program SURFACE WATER GRANTS HEALTHY LAKES AND RIVERS	
Project Scope Partnering with property owners, Healthy Lakes Association is sponsoring a grant to implement best practices from Wisconsin's 2019 Healthy Lakes & Rivers Action Plan. Best practices, including fish sticks, 350 sq. ft. native plantings, diversions, rock infiltration, and/or rain gardens, will be designed and installed according to program fact sheets, technical guidance and the grant application. All funded best practices require contracts that must remain in place for 10 years and include the minimum operation and maintenance requirements described in the special conditions at the end of this agreement. If the landowner is the grant sponsor this Lake Protection Grant Agreement serves as the contract. If the best practice(s) will be implemented on land other than the sponsor's, a contract between the sponsor and landowner describing the 10-year contract period, minimum operation and maintenance details, and data to be collected is required. The Department may perform site inspections and/or monitoring to ensure project success. Deliverables include: a project summary including data requirements, pre/post photographs, and confirmation of completed design work and landowner contracts. A Healthy Lakes & Rivers Example Report is available to assist you. Special conditions: Project management and technical assistance cash costs cannot exceed 10% of the state share of the grant award; this does not include implementation labor. Water regulation and/or county zoning permits must be issued before construction. Projects required for regulatory compliance purposes, including shoreland mitigation projects, are not eligible for reimbursement. The Healthy Lakes & Rivers logo should be used for promotion and publicity and DNR recognized as a funding source. The grantee may request a one-time cost amendment and a one-time time extension. The grantee must notify the department if they wish to add or subtract practices to the scope of this grant agreement			
WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONTACT:			
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are incorporated into and made part of this agreement:	
Total Project Cost _____ Cost Share Percentage _____ 75% Grant Award _____ Grantee Share _____ Advance Payment _____		1. Chapter NR 193, Wisconsin Administrative Code 2. Surface Water Grant Application Form #8700-284 and all attachments.	

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>.

6. The Department:

- a. Promises, in consideration of the covenants and agreements made by the Grantee, to obligate for the Grantee the amount of \$xxxxx 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.
2. Site designs must be approved by your regional lakes coordinator prior to implementation.
3. A variance has been granted exempting all Healthy Lakes and Rivers grantees from cost containment and professional service agreement requirements under NR193.08 and NR.16(1)(b) respectively. You are not required to provide documentation of cost containment or professional service agreements when requesting reimbursement.
4. All Healthy Lakes best practices implemented with Lake Protection Grant funding must remain in place for 10 years and require the minimum operation and maintenance and data collection requirements as described below. The Sponsor is responsible for developing and administering the landowner contract(s) if it does not own the land where the best practices are implemented. The contracts must contain the information described below at a minimum.

All practices:

- Must remain in place for a period of 10 years from installation.
- The Department may perform site inspections and/or monitoring to ensure project success.

Fish Sticks:

- Check on the site soon after spring ice out to be certain all the trees remain in place.
- The cables should be removed approximately three years after installation so they don't damage the live trees or litter the shore.
- If the property does not comply with local shoreland zoning vegetation protection area (i.e. buffer) standards, the property owner must commit to a 350 ft² no-mow area or installing a 350 ft² native planting.
- Data to be collected: number of fish sticks cluster with numbers of trees per cluster.

350 ft² Native Plantings

- 350 ft² area must be contiguous and at least 10 feet wide, in any direction.
- If using plants other than those described in the Native Planting Guidance, use approved, native alternatives.
- Water the plants a minimum of 1 inch per week and more during dry periods for 1-2 years.
- Become familiar with weeds and invasive species, in particular, and remove them frequently.
- The standing dead plants may be left in place through the winter for wildlife cover and food and then cut back when new spring growth emerges.
- Native plantings must remain in place according to local zoning specifications if within the vegetation protection area (i.e. buffer).
- Data to be collected: type and number of plants and dimensional area or native planting, including length of lakeshore restored.

Rain Garden

- Water the plants of a minimum of 1 inch per week and more during dry periods for 1-2 years.
- Weeding is most important the first year and, by the third year, should no longer be necessary.
- The standing dead plants maybe left in place though the winter for wildlife cover and food and then cut back when new spring growth emerges.
- Data to be collected: dimensional area, volume of water calculated to be infiltrated, and type and number of plants.

Diversion Practice

- Check the practice periodically and after storm events to ensure that material is not eroding behind the structure or at the outlet.
- Any needed repairs should be made as soon as possible.
- Periodically remove accumulated leaves and debris from behind the diversion practice.
- Data to be collected: dimensional area served the construction of the diversion practice.

Rock Infiltration Practice

- Mark the location of the practice above the ground, if it is backfilled, to avoid compaction, and do not drive across the area.
- Remove materials like leaves and pine needles that collect on top of the system and in/around the catch basin and/or overflow.
- Inspect the practice and remove, wash, and/or sift and replace the surface layer rock as necessary.
- If filter fabric is used to line the bottom of the practice, the smaller rock may also need to be removed and washed to clean out accumulated sediment.
- Data to be collected: type (e.g. rooftop, driveway, and/or compacted lawn) and volume of water calculated to be infiltrated.

☐ Check here if you request advance payment totaling \$xxxxxx

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)

(Title)

(Date)

By

**Jim Ritchie, Director
Bureau of Community Financial Assistance**

(Date)