

**AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND
THE CAPITAL AREA REGIONAL PLANNING COMMISSION**

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and the Capital Area Regional Planning Commission (CARPC) (Grantee) for the purpose of providing water quality management planning assistance to the Department.

FOR AND IN CONSIDERATION of the terms and conditions contained in this Grant Agreement, the above-named parties agree:

1. PERIOD OF AGREEMENT: This grant agreement shall be for the period of July 1, 2016 until June 30, 2017, during which period all performance as described in this grant agreement shall be fully completed to the satisfaction of the Department.
2. CANCELLATION: The Department reserves the right to cancel this grant agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Grantee to comply with terms, conditions, and specifications of this grant agreement.
3. ENTIRE AGREEMENT; AMENDMENTS: This grant agreement, together with the specifications in the bid request (if any) and referenced parts and attachments, shall constitute the entire grant agreement and previous communications or agreements pertaining to the subject matter of this grant agreement are hereby superseded. Any grant agreement revisions, including cost adjustments and time extensions, may be made only by a written amendment to this grant agreement, signed by both parties prior to the ending date of this grant agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this grant agreement nor any right or duty in whole or in part by the Grantee under this grant agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this grant agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this grant agreement and be bound by the terms and conditions of this grant agreement. Assignment in whole or in part of this grant agreement does not absolve the Grantee of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Grantee agrees to perform the following services to the satisfaction of the Department:
 - A. See Attached December 13, 2016 Capital Area Regional Planning Commission (CARPC) transmittal letter and Water Quality Planning Work Program
 - B. See Attached Addendum to the September 10, 2015 Capital Area Regional Planning Commission transmittal letter and Water Quality Planning Work Program
 - C. Reports:
 - 1) Provide quarterly reports to the Department in October, January, April and July describing all applicable work activities completed or in progress, activities anticipated during the next quarter, and any problems/issues that could affect completing this work on time. Quarterly reports should be a one or two page report, providing the following

information:

- a) Project Goals
- b) Progress this Quarter
- c) Activities Planned for Next Quarter
- d) Problems/Issues (including any that could affect completing the project on time)

2) Prepare and submit to the Department within 60 days after the end of the agreement a final report describing all work activities. This report shall be subject to review and approval by the Department of Natural Resources.

6. AGENCY CONTACTS: All communications regarding this grant agreement will be made through the designated agency contacts. The designated contacts are:

Grantee - Larry Palm, Chair
Capital Area Regional Planning Commission
City County Building, Room 362
210 Martin Luther King Jr. Blvd.
Madison, WI 53703-3350

Department - Ryan Raab
Wisconsin Department of Natural Resources
Bureau of Water Quality – WY/3
101 S. Webster Street, P.O. Box 7921
Madison, WI 53707-7921

7. TERMINATION:

- A. This grant agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Grantee to fulfill its obligation under this grant agreement, provided, that the Department shall give the Grantee not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this grant agreement shall be made. Any payment due to the Grantee at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Grantee's default. The equitable adjustment for any termination shall provide for payment to the Grantee for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Grantee relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Grantee shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Grantee in performing this grant agreement, whether completed or in process.

- D. Upon termination pursuant to paragraph A above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Grantee is liable for any excess costs for such similar work or services.
- E. The rights and remedies of the Department and the Grantee provided in this clause are in addition to any other rights and remedies provided by law or under this grant agreement.
8. PAYMENT: The Department agrees to reimburse the Grantee \$45,000 in federal 604b funds (CFDA #66.454) to be earned by December 31, 2016, and \$42,200 in state FY17 general purpose revenue funds (state identification #370.604) to be earned by June 30, 2017, for an agreement total of \$87,200. The Grantee may claim eligible costs for reimbursement for work conducted between July 1, 2016 and the end of the grant agreement.

Billings by the Grantee shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent electronically to Ryan.Raab@wisconsin.gov and in paper form to:

Ryan Raab, Budget Coordinator
Department of Natural Resources
Bureau of Water Quality - WY/3
P.O. Box 7921
Madison, WI 53707-7921

Final invoices must be submitted within 60 days after the end of the grant agreement. If the final report as identified in 5, B above does not accompany the final billing, the Department may withhold 10% of the total dollars of this grant agreement until the final report is received, reviewed and approved by the Department.

9. RECORDS; ACCESS: The Grantee shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this grant agreement in accordance with generally accepted accounting principles and practices. The Grantee shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this grant agreement and a copy of the cost summary submitted to the Department. The Department or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. INDEPENDENT CONTRACTOR: The Grantee is an Independent Contractor for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION. The Grantee agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and 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 grant agreement or omissions of Grantee's employees, agents or representatives.

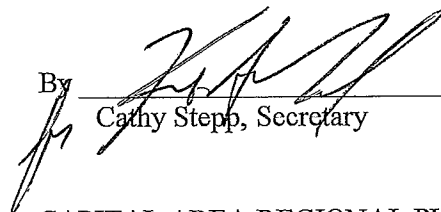
12. INSURANCE. The Grantee performing services for the State of Wisconsin shall:
 - A. Maintain worker's compensation insurance for all employees engaged in the work.
 - B. Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement.
 - D. The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this grant agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation 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. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this grant agreement is for an amount fifty thousand dollars (\$50,000) or more the Grantee agrees to submit a written affirmative action plan to the Department within 15 business days after the grant agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (Grantees with an annual work force of fewer than 50 employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" grantee, termination of the grant agreement or withholding of payment.
15. FUNDING SOURCE: This grant agreement is funded in part or wholly by a grant from the U.S. Environmental Protection Agency, CFDA #66.454. This procurement will be subject to regulations contained in 2 CFR 200.338 & 200.339 (formerly 40 CFR Parts 31 and 40 and OMB Circular 133). Neither the United States nor the Environmental Protection Agency is party to this agreement.

16. APPLICABLE LAW: This grant agreement shall be governed by the laws of the State of Wisconsin. The Grantee shall at all times comply with all federal, state, and local laws, ordinances, and regulations in effect during the period of this grant agreement.
17. ANTITRUST ASSIGNMENT. The Grantee and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Grantee hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
18. TAX DELINQUENCY. Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
19. ADDENDUM: Additional conditions are attached as Attachment A, as part of the Water Quality Management Planning grant that is funding this award. It is the responsibility of the grantee to determine which if any of the Federal Administrative Conditions in Attachment A may be relevant to the grantee or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this grant agreement.


STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date 2/22/17

By 
Cathy Stepp, Secretary

CAPITAL AREA REGIONAL PLANNING
COMMISSION

Date 5/8/17

By 
Larry Palm, Chair

Date 5/8/17

By 
Kris Hampton, Secretary



210 Martin Luther King Jr. Blvd. Room 362 Madison, WI 53703 Phone: 608-266-4137 Fax: 608-266-9117 www.CapitalAreaRPC.org info@CapitalAreaRPC.org

Sent via email
December 13, 2016

Ms. Lisa Helmuth
Water Resources Management Specialist
Wisconsin Department of Natural Resources
101 South Webster Street, WT/3
P.O. Box 7921
Madison, WI 53707-7921

Re: CARPC FY 2016-2017 Water Quality Planning Work Program

Dear Ms. Helmuth:

As requested, enclosed is a revised Water Quality Planning Work Program proposal for the period of 7/1/16 through 6/30/17 for your use in developing our 2016-2017 contract. The work program reflects a continuing water quality planning program directed primarily at sewer service area plan amendments, *Water Quality Plan* updates, wetland planning, and urban stormwater management assistance. The total cost of the proposed 2016-2017 grant funded work program activities is estimated to be \$87,200.

We appreciate your consideration of our proposed 2016-2017 work program and thank you for your continued assistance and support. We look forward to our continuing collaboration with the Wisconsin Department of Natural Resources.

Please contact me if you need additional information or have questions.

Sincerely,

Mike Rupiper, PE, ENV SP
Director of Environmental Resources Planning

cc: Ruth Person, NR Program Specialist, WDNR, *Sent via email*
Tim Asplund, Water Quality Monitoring Section Chief, WDNR, *Sent via email*

**Proposed 2016-2017 Work Program for the Grant Agreement Between the
Wisconsin Department of Natural Resources and the
Capital Area Regional Planning Commission
(July 1, 2016 – June 30, 2017)**

DNR GRANT FUNDED WATER QUALITY PLANNING WORK

Water Quality Planning

The grant funded work proposed during this contract period is completion and adoption of an update of the Summary Plan of the *Water Quality Plan*. The last Summary Plan of the *Water Quality Plan* was prepared in 2004, by the Dane County Regional Planning Commission. Since the creation of the agency in 2007, the Capital Area Regional Planning Commission (CARPC) has completed or is near completing the following updates to the technical appendices of the *Water Quality Plan*, as part of our ongoing water quality management planning assistance to the Wisconsin Department of Natural Resources (WDNR):

- Appendix D: Urban Nonpoint Source Analysis (2011)
- Appendix B: Surface Water Quality Conditions (2012)
- Appendix I: Private On-Site Wastewater Treatment Systems (2013)
- Appendix G: Groundwater Protection Planning Framework (2016)
- Appendix C: Point Source Inventory and Analysis (2016)

It is an appropriate time to update the Summary Plan of the *Water Quality Plan* to incorporate the updates in the technical appendices as well as other advances and changes in water quality planning and water quality management that have occurred in the region since 2004. We expect to collaborate closely with WDNR staff in the update of the Summary Plan. The scope of work includes the development of a website for the *Dane County Water Quality Plan*.

Product:	Update to the Summary Plan of the <i>Water Quality Plan</i>
CARPC Staff Effort:	640 hours
Cost:	\$44,760

Water Quality Plan Amendments

The grant funded work proposed during this contract period includes preparing staff analysis reports, conducting public hearings, and associated work for an estimated 6 urban service area amendments to the *Water Quality Plan*.

Since the creation of the agency in May 2007 through 2015, CARPC has conducted the staff analyses and public hearings for 55 urban service area amendments to *Water Quality Plan*, as part of our ongoing water quality management planning assistance to the WDNR. CARPC along with its predecessor organizations the Dane County Community Analysis and Planning Division (2005 – 2007) and the Dane County Regional Planning Commission (1968 - 2004) have been conducting the sanitary sewer service area planning in the Dane County region since its inception in the 1970's.

There is a high degree of annual variability in the number of urban service area amendment requests, making accurate estimates of the actual staff effort and cost associated with this work a challenge. Since 2007, the annual number of urban service area amendment requests has ranged from a high of 13 (in 2008) to a low of 2 (in 2015). This work plan is based on an assumption of 6 urban service area amendments, which is the average from 2007 to 2015.

Product: Staff analysis, public hearing, and associated work for 6 urban service areas amendments.
CARPC Staff Effort: 400 hours
Cost: \$28,400

Planning Services

As requested by DNR staff, the grant funded work proposed during this contract period also includes the development of a complete plan for a comprehensive study of the Waubesa Wetlands. The need for this study was identified during the City of Fitchburg's Northeast Neighborhood (NEN) urban service area amendment. The scope of the project for this work period is to meet with stakeholders and develop a detailed plan and budget for a comprehensive study of the Waubesa Wetlands.

Product: Waubesa Wetlands Study Plan
CARPC Staff Effort: 140 hours
Cost: \$10,190

Water Quality Plan Consistency

Also as requested by DNR staff, the grant funded work proposed during this contract period includes providing technical review and public outreach assistance for the stormwater monitoring to be conducted as part of the negotiated agreement for the City of Fitchburg's Northeast Neighborhood.

Product: Review of Fitchburg NEN Stormwater Monitoring
CARPC Staff Effort: 60 hours
Cost: \$3,850

TOTAL FY 2016-2017 CARPC WORK PROGRAM FOR DNR GRANT

CARPC Staff Effort: 1,240 hours
Cost: \$87,200
Requested Grant Amount \$87,200

OTHER CARPC WATER QUALITY PLANNING WORK (NOT GRANT FUNDED)

It is important to note that the anticipated \$87,200 WDNR grant for water quality planning for Fiscal Year 2016 – 2017 only covers about 22% of the CARPC Environmental Resources Planning Division’s work and less than 9% of the Commission’s total budget. Other water quality planning work planned to be undertaken by the agency during the contract period, which is not funded by the DNR grant, but is funded from other revenue sources including review fees, professional services agreements, and the Commission’s property tax levy includes:

Other Water Quality Planning Work Program Task	CARPC Staff Effort	
	Hours	Cost
Sewer service area consistency review letters (208 letters) including review for consistency with the <i>Water Quality Plan</i> , including conditions of approval	832	\$55,492
Providing technical assistance to communities in conducting groundwater modeling and preparing wellhead protection and water supply plans	290	\$22,230
Preparing Environmental Conditions Reports for Future Urban Development Areas	300	\$20,900
Review of MMSD annexations, WWTF facilities plans, and WPDES permits. Providing technical assistance to communities in implementing the urban nonpoint source recommendations of the <i>Water Quality Plan</i>	220	\$15,960
Review of requests for major and minor changes to the Environmental Corridors	180	\$10,950
Coordination with other agencies, including the Dane County Lakes & Watershed Commission and the Clean Lakes Alliance on implementing the recommendations of the <i>Water Quality Plan</i>	220	\$15,960
First half of a collections system evaluation for the Madison Metropolitan Sewerage District (MMSD)	1,140	\$75,000
Total	3,182	\$216,492
Requested Grant Amount		\$0

WDNR ADDENDUM TO the September 10, 2015 Capital Area Regional Planning Commission (CARPC) transmittal letter and Water Quality Planning Work Program.

The FY2015-17 State Budget process (2015 Wisconsin Act 55), enacted several statutory changes to the areawide water quality planning program, as it pertains to Dane County and the processing of Urban Service Area amendments. CARPC will provide advisory services to the Department relating to the Department's review of proposed revisions to the areawide water quality management plan for the area consisting of Dane County. CARPC staff will assist the Department in implementing the statutory changes in Wis. Stat. s. 283.83 (1m), which requires the following:

- The Department of Natural Resources (Department) shall approve or reject proposed revisions to the areawide water quality management plan for the area consisting of Dane County. Wis. Stat. s. 283.83(1m)(a).
- The Department shall base decisions on revisions to the Dane County areawide water quality plan on whether the proposed revision complies with the water quality standards under Wis. Stat. s. 281.15. Id.
- The Department, or a person contracting with the department, may not require information concerning a proposed revision to the Dane County plan, other than information that is reasonably necessary to determine whether the proposed revision complies with water quality standards. Wis. Stat. s. 283.83(1m)(b).
- The Department shall approve or reject a proposed revision to the Dane County plan no later than the 90th day after the day on which the department, or any person contracting with the Department, receives the formal application with the proposed revision, including a letter from the applicant certifying that the proposed revision is consistent with water quality standards and information supporting the certification. Wis. Stat. s. 283.83(1m)(c)1.
- If the Department determines that the application is incomplete, the department shall notify the applicant in writing within 10 days after it receives the application and may make only one request for additional information within the 90 day period. Id.
- If the Department does not approve or reject a proposed revision to the Dane County plan by the 90th day after the day on which the request is received, the revision is approved on the 120th day after the day on which the Department receives the formal application for the revision, unless the Department petitions the circuit court for an order extending the time to act on the proposed revision. Wis. Stat. s. 283.83(1m)(c)2.
- The Department may contract with a regional planning commission or other entity (with the exception of Dane County or any of its subunits) to provide advisory services relating to the review of proposed revisions to the Dane County Plan, but the Department may not delegate its authority to approve or reject proposed revisions. Wis. Stat. s. 283.83(1m)(e).

Until the Department issues guidance for administering the statutory provisions in Wis. Stat. 283.83 (1m), new amendments will be handled on a case by case basis as follows:

- CARPC staff will immediately forward (within 2 business days) to the Department any applications for revisions to the Dane County Plan that are received.

WDNR ADDENDUM TO the September 10, 2015 Capital Area Regional Planning Commission (CARPC) transmittal letter and Water Quality Planning Work Program.

- The Department, in consultation with CARPC staff, will determine whether an application meets the definition of a formal application.
- The Department, in consultation with CARPC staff, will determine when a submittal is deemed complete and when and how to request additional information.
- CARPC staff will provide the review of proposed amendments and will develop procedures to ensure that the 90 day review timeline is met.
- CARPC staff will conduct a public participation process, which may include a public hearing, in a manner that is authorized and approved by the Department.
- CARPC staff must provide the Department with a minimum of 21 days to review all final application materials and record of CARPC staff review and CARPC recommendations regarding the amendment as a whole (i.e. approval) as well as specific recommendations for the particular application, and including any public input processes.

CARPC staff will work with the Department to complete the following additional tasks:

- Determine what is necessary for the certification letter the applicant must submit stating the application is consistent with water quality standards. This will include what information must be submitted by the applicant to support the certification.
- Develop guidance on what information is reasonably necessary to determine whether the proposed revision complies with water quality standards.
- Evaluate circumstances where additional information would be requested from the applicant, and how and at what stage in the process this would occur.
- Determining what a review of plans based on the water quality standards outlined in s. 281.15 constitutes.
- Evaluate circumstances under which the Department would go to the circuit court to request an order extending the time to act on a revision.

Dated December 16, 2015

Attachment A

Administrative Conditions

UTILIZATION OF SMALL , MINORITY AND WOMEN 'S BUSINESS ENTERPRISES (MBE/WBE)

GENERAL COMPLIANCE , 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements , contained in 40 CFR, Part 33.

REPORTING PROVISION

MBE/WBE reporting is required annually for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category , that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award does not meet the condition above and is not subject to the reporting requirements of the Disadvantaged Business Enterprise (DBE) Program. However, if during the performance of the award the total of all funds expended for direct procurement by the recipient and procurement under subawards or loans in the "Other" category exceeds \$150,000, annual reports will be required in accordance with the reporting paragraph below and you are required to notify your grant specialist for additional instructions .

The recipient also agrees to request prior approval from EPA for procurements that may activate DBE Program reporting requirements.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Efforts requirements as described in 40 CFR Part 33 Subpart C and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

MBE/WBE REPORTING , 40 CFR, Part 33, Subpart E

When required, MBE/WBE reports must be submitted annually. The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements . Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to:

Adrienne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

FAIR SHARE OBJECTIVES , 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements .

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption .

Current Fair Share Objective /Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The WISCONSIN DEPARTMENT OF NATURAL RESOURCES has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

COMBINED RATE:

MBE 8%;

WBE 8%

Negotiating Fair Share Objectives /Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives . The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

SIX GOOD FAITH EFFORTS , 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained :

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process . This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process .
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS , 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

EXTENSION OF PROJECT /BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed, revised timelines and milestones, and an estimated date of completion, to the EPA prior to the budget/project period expiration dates.

The extension request should be submitted to the EPA Project Officer with a courtesy copy to the EPA Grants Management Specialist.

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016-or-later>. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

Programmatic Conditions

COMPETENCY OF ORGANIZATIONS GENERATING ENVIRONMENTAL MEASUREMENT DATA

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees that if the total federal funding obligated on this award exceeds \$200,000 and will involve the use or generation of environmental data it will (unless it has otherwise done so) demonstrate competency prior to carrying out any activities involving the generation or use of environmental data under this agreement. Recipient shall then maintain competency for the remainder of the project period of this agreement and document this during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

ENVIRONMENTAL RESULTS - RECIPIENT REPORTING - Recipients Subject to 40 CFR Part 35, Subpart A (Continuing Environmental Program Grants)

In accordance with 40 CFR Section 35, Subpart A, as applicable, the recipient agrees to provide in its Annual Evaluation of Performance, information regarding environmental results in the following areas: 1) achievement of the outputs and outcomes established in the Workplan; 2) the reasons for delays if established outputs or outcomes were not met; and 3) any additional pertinent information on environmental results.

PRE-AWARD COSTS

In accordance with 2 CFR 1500.8, the grantee may charge allowable pre-award costs (both Federal and

non-Federal matching shares) incurred 90 calendar days before the actual award date provided that such costs were contained in the approved application. Expenses more than 90 calendar days pre-award require prior approval of EPA.

GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

ANNUAL PROGRESS REPORTS

The recipient shall submit progress reports annually during the life of this agreement. Reports shall be submitted to the EPA Project Officer and may be provided electronically. The reports must contain enough information as to ascertain that the Scope of Work (SOW) is being carried out as specified in the Interagency Agreement, including determining that all mission support products, services, information or data generation and use including technology development and verification is performed in accordance with EPA policies and the IA agreement. The reports are due 90 days after the end of each year.1.

CYBERSECURITY - STATES

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

SUBAWARD RECIPIENTS

The recipient must report on its subaward monitoring activities under 2 CFR 200.331(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.

4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.