

State of Wisconsin Department of Natural Resources P.O. Box 7921 Madison, WI 53707	RIVER PLANNING GRANT AGREEMENT Form 8700-289 Rev. 9-03
---------------------------------------------------------------------------------------------	------------------------------------------------------------------

Sponsor Lakeshore Natural Resources Partnership Inc.	Project Number RP-238-13
----------------------------------------------------------------	------------------------------------

Project Title Youth Conservation Leadership Program

Period Covered By This Agreement July 1, 2012 through December 31, 2013	Name of Program River Planning
-----------------------------------------------------------------------------------	------------------------------------------

Project Scope and Description of Deliverables

The Lakeshore Natural Resources Partnership, Inc. shall partner with the Friends of the Branch River to develop a stronger stewardship ethic and leadership in young adults in the Manitowoc River basin with focus on the Branch River and Collins Marsh. Specifically, Lakeshore Natural Resources Partnership will design a youth leadership curriculum and youth project plan, form a youth education advisory council, host Explore and Restore river events, and develop partners to assist with programming events and project implementation. The project elements and deliverables will be completed as described in the project proposal submitted to the Department and dated April 30, 2012.

If consultant is to provide final report, it is recommended that Grantee provide DNR River Coordinator with a draft for comment on report adequacy prior to making final payment to the consultant. DNR to receive both paper and electronic .pdf copies of the final report along with, or prior to submission of grantee's final payment request.

Final Report Obligation:

Final report deliverables help us ensure that the grant has been satisfactorily completed, and that state dollars are being spent wisely. Every deliverable, no matter how minor, must be completed in order to receive full reimbursement for the state share of costs. Ranking questions used to obtain this award, and specific deliverables mentioned in your grant description, constitute final report deliverables. If any deliverable is not adequately provided in the final report, only partial reimbursement, at the department's discretion, will be made. The only exception will be if there is a well-justified and department-approved scope amendment. If you have any question about what a specific ranking question or other deliverable means, please contact your river coordinator BEFORE you sign this agreement.

The Following documents are incorporated into and made a part of this agreement:

- Chapter NR 195, Wis. Adm. Code.
- River Protection Grant Application (Form 8700-284) and attachments.

GRANT AWARD DATA		
1. PROJECT COSTS		
a. State Laboratory of Hygiene Analysis	\$0.00	
b. Other Laboratory Analysis	\$0.00	
c. Other Services (e.g., consulting, surveying services)	\$13,175.00	
d. Printing and Disseminating Final Report	\$2,000.00	
e. Other/Miscellaneous	\$500.00	
2. TOTAL PROJECT COSTS		\$15,675.00
3. GRANT AMOUNT (lesser of line 2 X 75% or \$10,000)		\$10,000.00
4. LOCAL SHARE (line 2 minus line 3)		\$5,675.00
5. ADVANCE PAYMENT CALCULATION		
a. Grant Amount (Line 3) X 75%	\$7,500.00	
b. Minus State Laboratory of Hygiene Analysis Cost (line 1a) <i>The Department directly pays this cost.</i>	\$ 0.00	
6. ADVANCE PAYMENT AMOUNT		\$7,500.00

GENERAL PROVISIONS

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the project proposal, application, terms, promises, conditions, plans, specifications estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. The Sponsor agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling terms of this agreement.
3. The Sponsor agrees to save, hold harmless, defend, and indemnify the State of Wisconsin, the Department 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 agreement or omissions of Sponsor's employees, agents or representatives
4. 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 as defined in s. 51.01(5), Wis. Status, 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 Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor 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.

PROJECT ACTIVITIES

5. 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 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 for supervision or direction of the performance of the agreement by the Sponsor or the Sponsor's employees or agents. 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 or dismissal of the Sponsor's employees or agents.
6. Except for planning projects conducted by the U.S. Geological Survey, all water chemistry analyses which are part of the planning project shall be analyzed by the State Laboratory of Hygiene, payments for which will be withheld from the state share and made directly by the Department.
7. Data and information acquired as part of the planning project shall be reported to the Department in the format specified by the Department's regional contact.

CHANGES TO THIS AGREEMENT

8. 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.
9. 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, including cost adjustments, 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. Time extensions to the agreement may be granted to the Sponsor by the Department in writing without the requirement of the Sponsor's signature.

NON-COMPLIANCE WITH THIS GRANT AGREEMENT

10. Failure by the Sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the Department 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.
11. 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 nonappropriation 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.

FINANCIAL ADMINISTRATION

12. The Department hereby promises, in consideration of the covenants and agreements made by the Sponsor herein, to obligate to the Sponsor the amount of \$10,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 75 percent of the eligible project costs not to exceed \$10,000. 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.

- 13. The Department will withhold 25% of the state share for final payment, subject to a determination that the planning project, final report, and any required audits have been completed satisfactorily.
- 14. The local share is the portion of the project costs to be paid by the Sponsor. State funds may not be considered part of the local share. Interest earned on fund advances under this grant cannot be considered part of the local share.
- 15. Accounting for planning project funds shall conform to generally accepted accounting principles and practices, and shall be recorded by the Sponsor in a separate account.
- 16. The Sponsor shall submit to the department a claim for payment on forms provided by the department within 6 months after the planning project end date.
- 17. All financial records, including invoices and canceled checks, that support all planning project costs claimed by the Sponsor, shall be kept and made available for inspection for 3 years after final payment.
- 18. The Sponsor must comply with all applicable local and state contract and bidding requirements.

OTHER CONDITIONS

- 19. Return original agreement signed by the authorized official within 30 days of the date signed by the DNR representative below.

Check here if you request the advance payment of \$7,500.00 for RP-238-13.

The persons signing for the Sponsor represents both personally and as an agent of his or her Sponsor that he or she is authorized to execute this agreement and bind his or her Sponsor, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By: Mary Rose Teves FOR
Mary Rose Teves, Director
Bureau of Community Financial Assistance

(Signature)

(Title)

(Date Signed)

7-12-12
(Date Signed)