

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

**Tony Evers, Governor**  
**Preston D. Cole, Secretary**  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



June 7, 2019

Dr. Julie Kinzelman  
City of Racine Health Department  
730 West Washington Avenue  
Racine, WI 53403

**Subject:** Contract between the Wisconsin Department of Natural Resources and the City of Racine Health Department.

Dear Dr. Kinzelman;

Enclosed are three copies of the contract between the Wisconsin Department of Natural Resources and the City of Racine Health Department. The purpose of the contract is to implement the Wisconsin Beach Monitoring Program agreement in Racine, Kenosha, and Southern Milwaukee Counties.

Please sign all three copies of the contract, retain one for your records, and return two signed copies to:

Melissa Lake  
Wisconsin Department of Natural Resources  
Office of Great Waters – OGW/3  
P.O. Box 7921  
Madison, WI 53707

Please return the signed documents within 30 days. Also enclosed is the Purchase Order (#37000-0000 11177) to keep for your records. Please include the Purchase Order number on all invoices to ensure prompt payment.

Remember the Final Invoice and Reports are due as soon as possible, but before November 30, 2019. Due to our invoice processing system timeline, it's best to send these in as soon as possible once all monitoring, reporting, and data entries are completed.

If you have questions or concerns regarding this contract, please contact me at (608) 266-0924.

Sincerely,

Melissa Lake  
Office of Great Waters – Mississippi River, Lake Superior & Lake Michigan  
Bureau of Water Quality  
[Melissa.Lake@wisconsin.gov](mailto:Melissa.Lake@wisconsin.gov)  
Work Cell: 608-225-4372  
Enc.



# State of Wisconsin Purchase Order

Page: 1 of 2

## Dept of Natural Resources

Natural Resources, Department of  
101 S. Webster Street - GEF2  
MADISON WI 53703  
United States

**Supplier:** 0000071854  
City of Racine  
Racine Health Dept Laboratory  
Room 304  
Racine WI 53403  
United States

Dispatch Via Print		
<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>
37000-0000011177	05-24-2019	
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>
Net 30	FOB Dest, Freight Prepaid	COMMON
<b>Buyer</b>	<b>Phone</b>	<b>Currency</b>
Plachetta, Konrad	608/266-0311	USD

**Ship To:** MADSWE0031  
Natural Resources, Department of  
101 S. Webster Street - GEF2  
MADISON WI 53703  
United States

**Attention:** Punke, Emily OGW/3 7-743

**Bill To:** DEPARTMENT OF NATURAL RESOURCES  
ATTN: ACCOUNTS PAYABLE - FN/2  
P.O. BOX 7921  
MADISON WI 53707-7921  
United States

Tax Exempt? Y		Tax Exempt ID: 396006436		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	City of Racine Health Department agreement to implement the 2019 Wisconsin Beach Monitoring program in the city of Racine. Funding Source: 2018FY Beach Monitoring Grant.		1.0000	EA	28,500.00000	28,500.00	11/30/2019

Contract ID: 370004-V17-C520-WT160-02

See agreement for additional details.

**Schedule Total** 28,500.00

**Item Total** 28,500.00

**Total PO Amount** 28,500.00

Authorized Signature

## STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

**ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

**APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

**CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

**WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

**INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$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 this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

**NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor 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 s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the

contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

**PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

**PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

**PUBLIC RECORDS.** Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

**REFUND OF CREDITS:** The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

**TAXES:** The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

**TERMS AND CONDITIONS:** The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

**VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

AGREEMENT BETWEEN THE  
WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE  
CITY OF RACINE HEALTH DEPARTMENT

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and the City of Racine Health Department (Agency) for the purpose of implementing the Wisconsin Beach Monitoring Program in Racine, Kenosha and Southern Milwaukee County.

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

1. PERIOD OF AGREEMENT: This agreement shall commence upon its signing by both parties and continue until November 30, 2019, during which period all performance as described in this agreement shall be fully completed to the satisfaction of the Department. The Agency is eligible for expenses incurred after April 1, 2019.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to non-appropriation of funds or for failure of the Agency to comply with terms, conditions, and specifications of this agreement.
3. ENTIRE AGREEMENT; AMENDMENTS: This agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this agreement are hereby superseded. Any agreement revisions including cost adjustments and time extensions may be made only by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this agreement nor any right or duty in whole or in part by the Agency under this agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this 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 agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this agreement does not absolve the Agency of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Agency agrees to perform the following services to the satisfaction of the Department as described in the attached Scope of Work.

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

Agency - Dr. Julie Kinzelman  
City of Racine Health Department  
730 West Washington Avenue  
Racine, WI 53403

Department - Madeline Magee, Beach Program Coordinator  
Wisconsin Department of Natural Resources  
Office of Great Waters, OGW/3  
P.O. Box 7921  
Madison, WI 53707  
(608) 266-5228  
[madeline.magee@wisconsin.gov](mailto:madeline.magee@wisconsin.gov)

7. TERMINATION:

- A. This agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Agency to fulfill its obligation under this agreement, provided, that the Department shall give the Agency 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 agreement shall be made. Any payment due to the Agency at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Agency's default. The equitable adjustment for any termination shall provide for payment to the Agency for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Agency relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Agency 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 Agency in performing this 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 Agency is liable for any excess costs for such similar work or services.
- E. The rights and remedies of the Department and the Agency provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.

8. PAYMENT: The Department agrees to reimburse the Agency up to a total of \$28,500 for the costs identified in the attached Scope of Work. A billing by the Agency shall be made at the end of the agreement period for the actual net costs incurred for review and acceptance. Agency may claim expenses incurred starting April 1, 2019. Invoices should be sent to:

Melissa Lake, Program Specialist  
Wisconsin Department of Natural Resources  
Office of Great Waters, OGW/3  
P.O. Box 7921  
Madison, WI 53707  
608-266-0924  
[melissa.lake@wisconsin.gov](mailto:melissa.lake@wisconsin.gov)

AND

[madeline.magee@wisconsin.gov](mailto:madeline.magee@wisconsin.gov)

Final invoices for services rendered in accordance with this agreement must be submitted to the Department no later than November 30, 2019.

9. RECORDS; ACCESS: The Agency 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 agreement in accordance with generally accepted accounting principles and practices. The Agency 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 agreement and a copy of the cost summary submitted to the Department. The Department, U.S. Environmental Protection Agency, their agents and their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Agency 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 AGENCY: The Agency is an Independent Agency for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Agency 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 agreement or omissions of Agency's employees, agents or representatives.

12. INSURANCE: The Agency 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/agreement. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including product 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, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement. 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 agreement, the Agency 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 Agency further agrees to take affirmative action to ensure equal employment opportunities. The Agency 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 Agency being declared an "ineligible" Agency, termination of the agreement or withholding of payment.

14. AFFIRMATIVE ACTION: If this agreement is for an amount of fifty thousand dollars (\$50,000) or more the Agency agrees to submit a written affirmative action plan to the Department within 15 business days after the agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (Contractors with an annual work force of fewer than fifty employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Agency being declared an "ineligible" Agency, termination of the agreement or withholding of payment.

15. GUARANTEED DELIVERY: Failure of the Agency to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Agency liable for all costs in excess of the agreement price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.

16. FUNDING SOURCE: This agreement is funded in part or wholly by a grant from the U.S. Environmental Protection Agency, CFDA #66.472. 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 U.S. Environmental Protection Agency is a party to this agreement.

17. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Wisconsin. The Agency shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this agreement.
18. ANTITRUST ASSIGNMENT: The Agency and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Agency hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
19. PAYMENT TERMS AND INVOICING: Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
- A. The date specified on a properly completed invoice for the amount specified in the order or agreement, or
  - B. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or agreement or within thirty (30) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
20. TAXES: The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes on its purchases in that state depending on the laws and of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
21. TAX DELINQUENCY: Contractors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
22. ADDENDUM: Additional conditions are attached as Addendum A, as part of the federal Grant Agreement No. CU-00E52809-0, funding this award. It is the responsibility of the Agency to determine which, if any, of the conditions in Addendum A may be relevant to the Agency or their sub awards, and to apply them accordingly.

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




STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

Date

5/22/19

By

  
Preston D. Cole, Secretary

CITY OF RACINE HEALTH DEPARTMENT

Date

\_\_\_\_\_

By

\_\_\_\_\_  
Cory Mason, Mayor

Date

\_\_\_\_\_

By

\_\_\_\_\_  
Tara Coolidge, City Clerk

Approved as to form:

Date

\_\_\_\_\_

By

\_\_\_\_\_  
~~Robert Weber~~, City Attorney  
Scott Letteney

## 2019 WISCONSIN BEACH MONITORING SCOPE OF WORK CITY OF RACINE HEALTH DEPARTMENT

### DESCRIPTION OF WORK:

The Wisconsin Beach Monitoring Program was developed in accordance with the current BEACH Act grant guidance, the federal grant that provides the funding for this work. The official beach season begins at the Memorial Day holiday weekend (May 27, 2019) and extends through Labor Day (September 2, 2019). The beach list was developed in consultation with Counties and communities affected, the city of Racine Health Department and public comments. The WDNR beach coordinator should be notified promptly of any changes to the list or necessary reductions in the monitoring frequency (e.g. unsafe conditions).

The designated contacts are:

Agency - Dr. Julie Kinzelman  
City of Racine Health Department  
730 Washington Avenue  
Racine, WI 53403

Department Madeline Magee, PhD, Beach Program Coordinator  
Wisconsin Department of Natural Resources  
Office of Great Waters, OGW/3  
P.O. Box 7921  
Madison, WI 53707  
608-266-5228  
[madeline.magee@wisconsin.gov](mailto:madeline.magee@wisconsin.gov)

SE WI contacts- Alaina Engholt-Hutton, Kenosha County Public Health  
262-605-6700  
[alaina.engholt-hutton@kenoshacounty.org](mailto:alaina.engholt-hutton@kenoshacounty.org)

John Steinbrink Jr, Pleasant Prairie Director of Public Works  
262-925-6768  
[jsteinbrink@plprairiewi.com](mailto:jsteinbrink@plprairiewi.com)

Jackie Ove, South Milwaukee Health Department  
414-768-8055  
[ove@ci.south-milwaukee.wi.us](mailto:ove@ci.south-milwaukee.wi.us)

Darcy DuBois, City of Oak Creek Health Department  
424-766-7950  
[ddubois@oakcreekwi.org](mailto:ddubois@oakcreekwi.org)

Tom Hupp, Village of Pleasant Prairie Parks  
[thupp@plprairiewi.com](mailto:thupp@plprairiewi.com)

The Agency must participate in a manner to ensure that the following work is completed in a timely manner:

- (1) Monitoring will occur at the following beaches at least at the minimum frequency using approved sampling techniques and analytical methods as specified in Wisconsin's BEACH Program Quality Assurance Project Plan. A minimum of 98 samples at the high priority beaches should be collected within the 14-week beach season provided weather conditions and personal safety permit. The Agency will report the actual monitoring frequency to be used at each beach.

### Racine County Beaches

<i>Beach Name (priority)</i>	<i>Beach ID</i>	<i>Minimum Number of Samples</i>
North Beach	WI721390	*2 x weekly
Zoo Beach	WI988510	*2 x weekly
Sam Myers	WI919997	1 x weekly
Parkway Beach	WI889003	1 x weekly
Wind Point Beach	WI718147	1 x weekly

\* Nowcast Implementation

The Department acknowledges that the Agent is providing monitoring and technical support for beaches in Southeast Wisconsin from South Milwaukee to the state line in Kenosha County these services will continue during 2019 with at least the minimum frequency specified in the table below for a minimum of 252 samples during the 14 week season. The following beaches are considered eligible:

<i>Beach Name</i>	<i>Beach ID</i>	<i>Minimum Number of Samples</i>	<i>County (Jurisdiction)</i>
Eichelman	WI197731	*3/week	Kenosha
Simmons Island	WI892494	*2/week	Kenosha
Alford	WI371142	2/week	Kenosha
Pennoyer	WI130707	2/week	Kenosha
Prairie Shores	WI277295	2/week	Kenosha (Pleasant Prairie)
Southport Park	WI400905	2/week	Kenosha
Lakeshore Park North	WI433305	Inaccessible for 2019	Kenosha (Pleasant Prairie)
Bay View Park	WI628125	1/week	Milwaukee (St. Francis/South Milwaukee)
Bender	WI977064	*2/week	Milwaukee (Oak Creek)
Grant Park	WI429764	*2/week	Milwaukee (South Milwaukee)

\* Potential beach for Nowcast Development

- (2) Sample collection will include *E. coli*, and at least the following routine sanitary survey parameters: water clarity (turbidity is optional addition), wave height, weather conditions (e.g. cloud cover), water temperature, gull counts, and algae on the beach and in the water. Electronic data collection and transmission to the Beach Health database using the browser-based mobile application is encouraged. The application can be accessed at <https://cshci.cs.mtu.edu/beaches/>
- (3) The Department may grant permission to analyze for *E. coli* by qPCR to supplement or develop comparison relationships between results with the approved EPA culture methods provided that there is a beach-specific performance demonstration, the analyses are performed by a qualified laboratory, an acceptable plan for its use including a standard operating procedure and decision criteria is provided to the Department's BEACH Program Coordinator and its use is acceptable to the Department and EPA. The Department has granted permission to use qPCR for the City of Racine beaches.
- (4) Sampling and analyses to investigate the source of the contamination are reimbursable. If the anticipated costs for these samples exceed the amount allocated in this contract, the DNR Beach Health Coordinator may approve additional funding. Requests and approvals should be obtained in advance and will be documented in writing.
- (5) Nowcast development or implementation in accordance with "Best Practices for Operating and Maintaining Water Quality Nowcasts" ([www.seagrant.wisc.edu/virtualbeach/#Guidance](http://www.seagrant.wisc.edu/virtualbeach/#Guidance)) is reimbursable. Decision criteria must be documented and may be adjusted based on model performance. The criteria and any revisions must be submitted to the Beach Program Coordinator.

The Agent will implement beach management processes and procedures that optimize the use of Nowcasting, site-specific information and analytical monitoring with the goal of providing timely public notifications of beach conditions and minimizing decision errors about the beach status. Nowcasting or other site-specific information (e.g. sanitary survey information) may be used alone or in combination with monitoring to determine potential for exceedance of the water quality criteria. Nowcasting or re-sampling will be conducted as soon as is practical after receiving sample results of an exceedance at the advisory level.

If an operational Nowcast is in place at a beach, decisions about public notifications may be based on the Nowcast alone (e.g. an advisory or closure may be posted without sampling). Beach status decisions based on these criteria must use the reason code for "Nowcast" in the Beach Health application. Note that to maintain predictive capacity and the ability to verify calibration of the Nowcast, routine monitoring will be necessary so sampling schedule should not be biased to days when an exceedance is predicted.

If Nowcast or qPCR are operational at a beach and conflicting results obtained, the results will be interpreted by the beach manager based on experience at the beach, sanitary survey results, and potential for false positive or false negative.

- (6) If traditional monitoring is the basis for declaring an advisory and circumstances do not warrant or permit resampling within 24 hours following an exceedance, then a beach advisory or closure will remain in place until next sampling event with the reason for closure listed as "Policy". If an operational Nowcast is in use for the beach, decision rules in place for assessing conditions from the Nowcast indicates improved conditions, and sanitary survey information or other experience at the beach supports the assessment of improved conditions, then the beach notification may be adjusted (reduced from closure to advisory or advisory to open) or be re-opened. Beach managers should resample as soon as practical/feasible following a beach closure.
- (7) Any anticipated deviations from the scheduled sampling frequency should be discussed with the Beach Program Coordinator and to the extent feasible, must be explained in writing in advance of altering the schedule. Should a catastrophic event or natural disaster occur that necessitates closing a beach for an extended period, the Beach Program Coordinator should be notified as soon as practical so appropriate posting and notices can be arranged for the Beach Health website.
- (8) Timely public notification of beach conditions will include updating advisory status on the Beach Health web application and posting appropriate signs or colored flags at the beach. Additional public notification mechanisms or social media may be used at the discretion of the local community. Procedural modifications may be made in consultation with the Wisconsin Beach Program Coordinator. (see Wisconsin Beach Program Signage below).
- (9) Nowcast water quality determinations and data entry of sample results (including sanitary survey parameters) into the Beach Health Network Web Site will be conducted promptly. Nowcast results are expected to be entered no later than 10:30 am on the day they are generated. Sample results are expected to be entered on the day they are received but no later than 8:30 a.m. the following morning.
- (10) Beach locational information (beginning and ending latitude and longitude) will be verified at beaches where monitoring is occurring. Changes to coordinates or beach lengths will be reported to the Beach Program Coordinator.

**Budgeted Funds: \$28,500**

**Final invoices must be submitted no later than November 30, 2019.** Report expenditures using an electronic fillable form (provided upon request) or the forms in Attachment A, B-1 and B-2. Costs incurred after April 1, 2019, for equipment, supplies, and model calibration associated with the 2019 beach season may be eligible for reimbursement.

Attachment A may not list all eligible BEACH grant expenditures. Expenses that are reported in the "Other" category should be confirmed with the Beach Program Coordinator. Beach restoration activities are not eligible expenses. Examples of BEACH grant related expenditures include but are not limited to:

- Supplies or equipment associated with sampling or analysis
- Sanitary survey activities, supplies and equipment
- Development of predictive models including calibration and validation
- Implementation of qPCR
- Travel expenses for Great Lakes Beach Association Conference
- Beach Workgroup meetings

Any special projects (e.g. sanitary surveys) funded through BEACH Act grant should be attached to the Expenditure Report unless arrangements other are made with the Beach Program Coordinator.

## Wisconsin Beach Program Signage



General sign describing possible levels of advisory. This sign is designed to be used at every monitored beach in conjunction with colored signs or flags



Green sign for use when the beach is open – Model prediction or E coli concentrations  $\leq$  235 cfu/100 mL



Yellow sign for use when E coli concentrations  $>$  235 cfu/100 mL but  $<$  1000 cfu/ 100 mL or other conditions that indicate health advice is needed



Red sign for use when the beach is closed – E coli concentrations  $>$  1000 cfu/100 mL or unsafe swimming conditions exist

**ATTACHMENT A**Invoice # \_\_\_\_\_  
(To be provided by recipient)**Expenditure Report for Wisconsin Beach Program Grant  
Recipients 2019 Beach Season****Please Report By November 30, 2019**

Submit Expenditure Reports to:  
Melissa Lake - WY/3  
101 S. Webster, Madison, WI 53707  
or email: melissa.lake@wisconsin.gov  
Thank you for your assistance.

Name of County/Community:				
Date of First Sample in Reporting Period: ____/____/____		Date of Last Sample in Reporting Period ____/____/____		
Expenditures	Description	Quantity	Cost/Unit	Sub-Total
Travel	Total carried forward from mileage report.	Miles		
Analytical	Total Number of <i>E. coli</i> samples analyzed. (Count each multi-sample composite as 1 test.)	Tests		
Laboratory Supplies				
Labor	Sampling Staff Time	Hrs		
	Data Entry Time	Hrs		
	Other (Describe):	Hrs		
Misc. Supplies	Ice	Bags		
	Other (Describe):			
Nowcast	Describe:			
Total Non-Travel Cost for Reporting Period:				

**Note:** Please attach a separate page to document other expenses or any deviations from the required monitoring and notification plan specified in the contract.

**If requesting reimbursement for qPCR comparison studies, attach a summary of the study, locations of the study, and study results/conclusions.**

# ATTACHMENT B - 1

## Mileage Report for Wisconsin Beach Program - 2019 Beach Season

Name of County/Community:

Date	Daily Miles	# of Sites Sampled	Date	Daily Miles	# of Sites Sampled
May 27			June 22		
May 28			June 23		
May 29			June 24		
May 30			June 25		
May 31			June 26		
June 1			June 27		
June 2			June 28		
June 3			June 29		
June 4			June 30		
June 5					
June 6			July 1		
June 7			July 2		
June 8			July 3		
June 9			July 4		
June 10			July 5		
June 11			July 6		
June 12			July 7		
June 13			July 8		
June 14			July 9		
June 15			July 10		
June 16			July 11		
June 17			July 12		
June 18			July 13		
June 19			July 14		
June 20			July 15		
June 21			July 16		
Describe unusual circumstances:			Describe unusual circumstances:		



## ATTACHMENT B - 2

### Mileage Report for Wisconsin Beach Program - 2019 Beach Season

Name of County/Community:

Date	Daily Miles	# of Sites Sampled	Date	Daily Miles	# of Sites Sampled
July 17			August 11		
July 18			August 12		
July 19			August 13		
July 20			August 14		
July 21			August 15		
July 22			August 16		
July 23			August 17		
July 24			August 18		
July 25			August 19		
July 26			August 20		
July 27			August 21		
July 28			August 22		
July 29			August 23		
July 30			August 24		
July 31			August 25		
			August 26		
August 1			August 27		
August 2			August 28		
August 3			August 29		
August 4			August 30		
August 5			August 31		
August 6					
August 7			September 1		
August 8			September 2		
August 9					
August 10					
Describe unusual circumstances:			Describe unusual circumstances:		

# Addendum A

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## **Administrative Conditions**

### **1. 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-october-2-2017-or-later>. These terms and conditions are in addition to the assurances and certifications made as a 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/grants/grant-terms-and-conditions>

### **2. 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.

### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

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

MBE/WBE reporting is required in annual reports. Reporting is required 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 meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **[SEE DBE COORDINATOR INFO LISTED BELOW]** with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

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 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> 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

**Adrianne M. Callahan, Region 5 MBE/WBE Coordinator**  
**USEPA, Acquisition and Assistance Branch**  
**77 West Jackson Boulevard (MC-10J)**  
**Chicago, IL 60604**  
**callahan.adrianne@epa.gov**

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](http://www.epa.gov/osbp/dbe_reporting.htm)

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 Effort 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.

#### **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:

MBE: 8% CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT

WBE: 8% CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT

#### **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.

### **3. 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.

#### **4. PARTIAL FUNDING FOR PROPOSED ELIMINATED PROGRAMS**

The **Total Approved Assistance Amount** identified on line 12 of the budget table of this award is contingent upon the availability of continued funding and final federal budget decisions. If a determination is made that affects this amount, your organization will be notified and this agreement will be amended.

### **Programmatic Conditions**

#### **GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS**

##### **1. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT**

Performance Reports:

The recipient shall submit, to the EPA Project Officer, annual performance reports (preferably electronic copies), due October 30 for the duration of the agreement. In accordance with 2 CFR 200.328, the recipient agrees to include in performance reports submitted under this agreement brief information on each of the following areas:

- 1) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;
- 2) reasons why anticipated outputs/outcomes were not met;
- 3) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In accordance with 2 CFR 200.328(2)(d)(1), the recipient agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

##### **Final Performance Report:**

The recipient agrees to submit two copies of the Final Performance Report to the EPA Project Officer. The Final Project Report is due within 90 days after the end of the budget/project period.

The report will include any agreed-upon work-product(s) resulting from the project and the following:

- 1) an abstract or overview of the project including completed workplan activities;
- 2) a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the assistance agreement work plan;
- 3) reasons why anticipated outputs/outcomes were not met;
- 4) other pertinent information, including, when appropriate, analysis and explanation of cost overruns or high unit costs.

5) the methods to be used to effectively disseminate project information and/or continue the benefits of this project (although the project itself may not be continuing);

6) materials generated in connection with project activities (e.g., workshop announcements, newspaper/newsletter announcements, articles or releases, press packets, pamphlets, etc.).

### **Subaward Performance Reporting**

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.

## **2. COMPETENCY OF ORGANIZATIONS GENERATING ENVIRONMENTAL MEASUREMENT DATA**

In accordance with EPA's Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, for all awards where the maximum value of the assistance agreement will exceed \$200,000 in federal funding and the project will involve the generation or use of environmental data, the Recipient will be required to demonstrate competency prior to award. Alternatively, where a pre-award demonstration of competency is not practicable, the Recipient must demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy, including methods by which competency may be demonstrated, is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm).

## **3. QUALITY MANAGEMENT PLAN (QMP)**

Grantees implementing environmental programs that include: 1) direct measurement, sampling or observation activities, 2) environmental modeling, 3) use of existing data, 4) use of survey results, or 5) calculation of environmental outcomes must prepare and implement a Quality Management Plan. The grantee shall submit to the EPA Project Officer (PO) an approvable QMP within 45 days of receipt of this agreement. The PO will forward the QMP to the EPA QA staff for review and approval. No data collection/use activities may occur until the QMP has been reviewed and approved by EPA.

## **4. STATE GRANT CYBERSECURITY CONDITION**

(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.

## **5. 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](http://www.fgdc.gov).