



July 14, 2021

► REQUIRES IMMEDIATE ACTION ◀

Snowmobile Trail Aids

Grant# S-5604

Grant Amount: \$41,250.00

Mark Harris, County Executive
Winnebago County
PO Box 2808, 415 Jackson St
Oshkosh, WI 54901-2808

Dear Mr Harris:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: ***Winnebago County Snowmobile Trail Maintenance 2021-22***

Please review the agreement and return a copy signed by the authorized official **within 30 days of this letter's date** to Faith Murray at the Northeast Region, 2984 Shawano Ave, Green Bay, WI 54313. Please read the items checked below. They apply to your project and grant award.

Grant Award Time Period: 07/01/2021 through 06/30/2022. All project activities must occur within this time period to be eligible for reimbursement.

Important Change Regarding Payment: Grant payments now be sent via ACH transfer (electronic bank transfer), as opposed to physical checks. ACH payments are an efficient, secure payment method and will reduce the amount of time it takes to receive payment from DNR. As your requests are approved, you will receive an email notification from Faith Murray to notify you that payment will arrive shortly. When the ACH transfer occurs, your county treasurer will receive an email from the State of Wisconsin with payment details, including a "memo" with details on the project to help them process the payment appropriately.

You are entitled to a project advance of: \$20,625.00.

This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. Due to the timing of our fiscal year, advance payment funds will not be available until August. *If you wish to request the advance payment, check the box provided on the last page of the project agreement.*

Changes to the approved project scope may not be made without prior approval from the Department.

Please note: To simplify record keeping on chargebacks for equipment referenced in county machinery agreements, we will use rates approved by the Snowmobile Recreation and Off-Road Vehicle Councils based on Department of Transportation established rates. As soon as the equipment and labor rates for the current season are approved by the Councils they will be updated on the web at <https://dnr.wi.gov/Aid/SnowmobileTrails.html> under the **Resources** tab after September 1, 2021.

Reporting Work: All grooming and non-grooming maintenance work for which reimbursement is claimed, must be reported through the automated snowmobile reporting system (SNARS) at <https://wi.groomertrackingsystems.com/>. All club and county work must be reported in SNARS prior to August 1, 2022. Google Chrome works best for accessing SNARS.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/SnowmobileTrails.html>. Please submit reimbursement claim forms for your project to Faith. Feel free to contact Faith at (920)461-8206, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

Handwritten signature of William Steffes in cursive, followed by the word "for" in a smaller, simpler font.

Jim Ritchie, Director
Bureau of Community Financial Assistance

Enclosure(s)

C: Faith Murray – NER

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor WINNEBAGO COUNTY	Project Number S-5604								
Project Title Winnebago County Snowmobile Trail Maintenance 2021-22									
Period Covered by This Agreement July 1, 2021 through June 30, 2022	Name of Program Snowmobile Trail Aids								
Project Scope and Description of Project Winnebago County proposes to maintain 137.5 miles of Snowmobile Trail in their county.									
PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this agreement:								
<table> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$41,250.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right;">100%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;">\$41,250.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table>	Total Project Cost	\$41,250.00	Cost-Share Percentage	100%	State Aid Amount	\$41,250.00	Project Sponsor Share	\$ 0.00	<ol style="list-style-type: none"> 1. Chapter NR 50, Wisconsin Administrative Code 2. Application Dated February 26, 2021
Total Project Cost	\$41,250.00								
Cost-Share Percentage	100%								
State Aid Amount	\$41,250.00								
Project Sponsor Share	\$ 0.00								

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Snowmobile Trail Aids and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, 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 and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State 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.

The Project Sponsor:

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 50, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through 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.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. 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.
9. Agrees to coordinate the opening and closing of trails for the county. Whenever possible this should be done on a county-wide basis, however if localized conditions are such that county-wide action cannot occur, the sponsor may choose to partially open and close trails. The sponsor is responsible for notifying adjoining counties, local media outlets, local ATV and snowmobile clubs, Travel Wisconsin for the Snow Report, telephone hotlines, etc.
10. Agrees to report all grant-eligible maintenance trail work in the Snowmobile On-line Reporting System (SNARS). All club and county maintenance work must be reported prior to August 1, 2022.

The Department:

11. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$41,250.00, 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 100% of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
12. 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 in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the

agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees 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 and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

- a. If SPONSOR expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency, the SPONSOR agrees to have an annual audit performed in accordance with 2 *CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards* (also known as "Uniform Guidance") and *WI State Single Audit Guidelines* found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued by Wisconsin Department of Administration, State Controller's Office.
- b. By entering this contract, the Sponsor accepts the responsibility for providing safe, well maintained trails during the period that the trails are declared officially open for use. The Sponsor, for itself and all cooperating clubs and associations, further agrees that all signing and grooming of the trails will be performed consistent with standards specified by Wisconsin Statutes and Chapter NR 50, Wisconsin Administrative Code.
- c. Fund reductions for failure to comply with the requirements of this agreement will be made on a case by case basis. A reduction, (partial or entire) in funds must be preceded by specific written documentation of poor performance and include a timetable for improvement in performance. Continued failure to improve the trail after notification to the sponsor by the Department within a prescribed timetable can result in a reduction of grant funds. The reduction will be calculated based on a percentage of poor performance in relation to the total trail system.
- d. The Sponsor agrees to provide the Department a certification that all landowners on whose property the trail crosses have given their permission for such crossing.
- e. The Sponsor agrees to secure all necessary permits and approvals required by Wisconsin Statutes or Administrative Rule prior to trail opening. Failure to obtain all necessary permits and approvals may be basis for denying payment of any or all funds indicated in this agreement.

Check here if you request advance payment totaling \$20,625.00

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

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By _____
(Signature)

By *Jim Ritchie* for _____
**Jim Ritchie, Director
Bureau of Community Financial Assistance**

(Title)

(Date)

July 14, 2021

(Date)