

Res 576  
Significant

## Contract Cover Sheet

*Note: Shaded areas are for County Executive review.*

| <b>Department</b> Land & Water Resources  | <b>Contract/Addendum #:</b><br>13000   |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
|---|--|--------------------------|----------|--|--|------------------------------|--------------------------|---|--------------------------|-----------------------------------|--------------------------|------------------------------------|--------------------------|--|--------------------------|---|--------------------------|--|--------------------------|--------------------------------|--------------------------|
| 1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS  | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table> | Contract                 | Addendum | If Addendum, please include original contract number |  | <input type="checkbox"/> POS | <input type="checkbox"/> | <input checked="" type="checkbox"/> Grant | <input type="checkbox"/> | <input type="checkbox"/> Co Lease | <input type="checkbox"/> | <input type="checkbox"/> Co Lessor | <input type="checkbox"/> | <input type="checkbox"/> Intergovernmental | <input type="checkbox"/> | <input type="checkbox"/> Purchase of Property | <input type="checkbox"/> | <input type="checkbox"/> Property Sale | <input type="checkbox"/> | <input type="checkbox"/> Other | <input type="checkbox"/> |
| Contract  |  | Addendum                 |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| If Addendum, please include original contract number  |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| <input type="checkbox"/> POS  |  | <input type="checkbox"/> |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| <input checked="" type="checkbox"/> Grant   |  | <input type="checkbox"/> |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| <input type="checkbox"/> Co Lease   | <input type="checkbox"/>   |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| <input type="checkbox"/> Co Lessor  | <input type="checkbox"/>   |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| <input type="checkbox"/> Intergovernmental  | <input type="checkbox"/>   |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| <input type="checkbox"/> Purchase of Property   | <input type="checkbox"/>   |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| <input type="checkbox"/> Property Sale  | <input type="checkbox"/>   |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| <input type="checkbox"/> Other  | <input type="checkbox"/>   |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 3. Term of Contract or Addendum: 2-24-2017 to 2-23-2018   |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 4. Amount of Contract or Addendum: \$354,037  |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 5. Purpose: Grant for renovations of the Tenney Lock & Dam.   |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 6. Vendor or Funding Source: WI Department of Natural Resources   |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 7. MUNIS Vendor Code: 3457  |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 8. Bid/RFP Number:  |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 10. Are funds included in the budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <span style="float: right;">All except \$20,637 to be added via resolution</span>   |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 11. Account No. & Amount, Org & Obj. LWLEGACY 58759 Amount \$ 820,000<br>Account No. & Amount, Org & Obj. LWLEGACY 84978 Amount \$ 333,400<br>Account No. & Amount, Org & Obj. _____ Amount \$ _____  |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____  |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution.<br>If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2016 RES-576</u> |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |
| 15. Director's Approval: <i>Kari Conna</i>  |  |                          |          |  |  |                              |                          |   |                          |                                   |                          |                                    |                          |  |                          |   |                          |  |                          |                                |                          |

| Contract Review/Approvals     |       |               |               | Vendor                     |  |
|-------------------------------|-------|---------------|---------------|----------------------------|--|
| Initials                      | Ftnt  | Date In       | Date Out      | Vendor Name                |  |
| <i>MA</i> Received            | _____ | <u>3-2-17</u> | _____         | WI DNR                     |  |
| <i>CA</i> Controller          | _____ | _____         | <u>3/6/17</u> | Contact Person             |  |
| <i>CC</i> Corporation Counsel | _____ | <u>3-6-17</u> | <u>3-6-17</u> | Kari Beetham               |  |
| <i>RM</i> Risk Management     | _____ | <u>3/6/17</u> | <u>3/6/17</u> | Phone No.                  |  |
| <i>CC</i> Purchasing          | _____ | <u>3/7/17</u> | <u>3/7/17</u> | 608-264-9207               |  |
| _____ County Executive        | _____ | _____         | _____         | E-mail Address             |  |
|                               |       |               |               | Kari.Beetham@Wisconsin.gov |  |

**Footnotes:**

- 1.
- 2.

|                   |                 |
|-------------------|-----------------|
| <b>Return to:</b> | Name/Title:     |
|                   | Phone:          |
|                   | E-mail Address: |
|                   | Dept.:          |
|                   | Mail Address:   |

**Certification**

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 2-24-17 Signed: Kevin Connors  
 Telephone Number 224-3731 Print Name: Kevin Connors

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 2-24-17 Signature: Kevin Connors

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

State of Wisconsin  
 Department of Natural Resources  
 P. O. Box 7921  
 Madison, WI 53707-7921

**MUNICIPAL DAM GRANT AGREEMENT**  
 Form 8700-306 Rev. 03/10

**Notice:** Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats].

|   |   |
|---|---|
| <b>Grantee/Project Sponsor</b><br><p style="text-align: center;">Dane County</p>  | The following documents are hereby incorporated into and made part of this agreement:   |
| <b>Dam Safety Project//Project Number</b><br>Tenney (Lake Mendota) Dam Reconstruction<br>Grant Number: DAMM-FF#13.06 2017 | 1. Chapters NR 335, NR 333, NR 116, Wis. Adm. Code<br>2. s. 31.385, Wisconsin Stats.<br>3. Municipal Dam Grant Application (DNR form 3500-088) dated 01/21/2016 and all attachments.<br>4. DNR approval of Plans and Specifications dated 1/24/2017.<br>5. DNR approval of submitted construction bid for project dated 2/2/2017. |
| <b>Period Covered by This Agreement</b><br>February 24, 2017 through February 23, 2018                                    |   |

### FINANCIAL ASSISTANCE SUMMARY

**I. ESTIMATED COSTS**

|                       | ITEM                           | AMOUNT               |
|-----------------------|--------------------------------|----------------------|
| <b>A. ENGINEERING</b> |                                |                      |
|                       | Dam Failure/Flood Analysis     | \$ 0.00              |
|                       | Grant Application              | \$ 512.00            |
|                       | Plans and Specifications       | \$ 115,512.50        |
|                       | Construction-related Services  | \$ 33,518.00         |
|                       | EAP/IOM                        | \$ 0.00              |
|                       | <b>TOTAL ENGINEERING COSTS</b> | <b>\$ 149,542.50</b> |

**B. CONSTRUCTION**

|  |                      |
|--|----------------------|
| Janke General Contractors Base Bid                             | \$ 668,316.00        |
| Janke General Contractors – Alternate Bid 1 (Stainless Piping) | \$ 5,750.00          |
| Janke General Contractors – Alternate Bid 2 (New Steel Skins)  | \$ 10,800.00         |
| Tenney Internet Construction (Assumed Costs)                   | <u>\$ 35,000.00</u>  |
| <b>TOTAL CONSTRUCTION COSTS</b>                                | <b>\$ 737,866.00</b> |

**TOTAL GRANT ELIGIBLE PROJECT COSTS (A + B) \$ 887,408.50**

**II. ESTIMATED GRANT AMOUNT**

|  |                     |
|--|---------------------|
| A. Grant Share (50% of the first \$400,000.00 of eligible costs) | \$ 200,000.00       |
| B. Grant Share (25% of the next \$800,000.00 of eligible costs)  | \$ 121,852.13       |
| C. Contingency Estimate (10% of A + B)                           | <u>\$ 32,185.21</u> |

**GRANT AWARD AMOUNT (A + B + C) Not to Exceed \$400,000.00 \$ 354,037.34**

### CONDITIONS

**General Conditions**

1. **PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and Dane County (hereafter PROJECT SPONSOR) mutually agree to perform this agreement in accordance with the **Municipal Dam Grant Program** and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. **INDEPENDENT CONTRACTOR.** The PROJECT SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **ENTIRE GRANT AGREEMENT.** 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.

4. **GRANT AGREEMENT AMENDMENTS.** Revisions for changes to scope and time of performance must be made by an amendment to this agreement or other written documentation, prior to the grant award termination date. Adjustments for time of performance or scope of work may be granted to the PROJECT SPONSOR by the DEPARTMENT in writing without the requirements of PROJECT SPONSOR's signature.
5. **SUSPENSION OF OBLIGATIONS.** Failure by the PROJECT 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 PROJECT SPONSOR. In such cases, 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.
6. **LOCAL SHARE.** The "local share" is the portion of the project costs to be paid by the PROJECT SPONSOR. This agreement does not restrict the ability of the PROJECT SPONSOR to recover such costs through other means, such as grants, that may become available to the PROJECT SPONSOR. **A list of any funding from outside a PROJECT SPONSOR's own resources shall be provided to the DEPARTMENT.**
7. **AUDITS.** 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.
8. **PROJECT PERIOD.** This grant agreement shall be effective on **February 24, 2017** and shall expire on **February 23, 2018**. Eligible project costs incurred prior to **February 24, 2017** are limited to those eligible engineering costs identified in s. NR 335.08, Wis. Admin. Code, and approved in the application.
9. **The PROJECT SPONSOR agrees:**
  - a. **OFFER ACCEPTANCE.** To notify the DEPARTMENT, in writing, of acceptance of this offer by returning to the Dam Grant Manager one original agreement duly signed by the authorized representative within 45 days of the transmittal letter. Once signed, the agreement is binding.
  - b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended by mutual agreement of both parties in writing but cannot be done in a manner that endangers the public health and safety or causes or threatens to cause environmental pollution.
  - c. The project sponsor agrees to submit to the Department a certified copy of an authorized resolution approved by the County Board that contains:
    - the designation of an authorized representative to sign municipal dam grant documents
    - a statement that the dam owner agrees to pay a share of the eligible costs which is equal to the total project cost minus the state share.
  - d. **EXECUTION OF AGREEMENT.** To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT in this document.
  - e. **APPLICABLE LAW.** To comply with the provisions of s. 31.385, Wis. Stats., chs. NR 335, NR 333, and NR 116, Wis. Adm. Code, and all other applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.
  - f. **PERMITS.** To obtain all necessary local, state, and federal permits or approvals required by law to construct, install, operate, remove or abandon the project structure.
  - g. **PROCUREMENT; BIDDING.** To comply with all applicable local and state contract and bidding requirements. The PROJECT SPONSOR should consult its legal counsel with questions concerning contracts and bidding. The PROJECT SPONSOR may obtain the following document from the DEPARTMENT: *Procurement Guide for Local Governments Receiving DNR Grants*.
  - h. **CONSTRUCTION.** To complete all eligible construction work in accordance with the approved plans and specifications and any approved amendments. All work must be completed by **February 23, 2018** unless the PROJECT SPONSOR requests an extension in writing prior to the project end date and that request is approved by the DEPARTMENT.

- i. **CHANGE ORDERS.** In the event that circumstances encountered during construction necessitate changes from the materials, quantities, or methods specified in the construction contract, to **notify the DEPARTMENT immediately and utilize a written change order process.** A written change order will document the circumstances leading to a proposed change, engineer's recommendation, results of negotiations that take place, the decision of the PROJECT SPONSOR, and any cost adjustments necessary. Change orders can be electronically submitted to the DEPARTMENT's professional engineer assigned to the project. The PROJECT SPONSOR must confirm receipt if electronically submitted.
- j. **DESIGN MODIFICATIONS.** To notify the DEPARTMENT and promptly submit any proposed modification of the design or plans and specifications. Modifications can be electronically submitted to the DEPARTMENT's professional engineer assigned to the project. The PROJECT SPONSOR must confirm receipt if electronically submitted.
- k. **PROJECT MANAGEMENT AND INSPECTION.** To provide adequate management and inspection *during the construction* period to ensure that the work is completed in a timely fashion and in accordance with the plans and specifications and in compliance with the provisions of s. NR 335.11.
- l. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION.** To maintain accounting and fiscal records to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for eligible project costs. Accounts, documents, and records related to this project shall be retained by the PROJECT SPONSOR for a **period of seven (7) years** following the end of this agreement. The PROJECT SPONSOR agrees to allow the DEPARTMENT access to these records upon request.
- m. **ACCESS TO PROPERTY AND RECORDS.** To allow DEPARTMENT representatives access to the project work whenever it is in preparation or progress. The PROJECT SPONSOR further agrees to allow DEPARTMENT representatives access to any books, documents, plans, reports, papers, and other records which are pertinent to the project, whether these records are maintained by the PROJECT SPONSOR, its engineer or contractors.
- n. **INDEMNIFICATION.** 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 PROJECT SPONSOR's employees, agents or representatives.
- o. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROJECT 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 PROJECT 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. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROJECT SPONSOR.
- p. **NON-DISCRIMINATION.** 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, sex, physical condition, developmental disability as defined in s. 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. The PROJECT SPONSOR further agrees to take affirmative action to ensure equal employment opportunities. The PROJECT SPONSOR 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 termination of this agreement or withholding of payment.
- q. **REIMBURSEMENT.** To submit all claims for payment on forms provided by the DEPARTMENT. A payment request will consist of a complete, signed, and dated reimbursement request form, claim worksheet, invoices, proof of payment (if requested), and other documents the DEPARTMENT may deem appropriate. Payment is contingent upon DEPARTMENT on-site inspection and review of eligible project expenditures.

r. **CONDITIONS RELATED TO INVASIVE SPECIES MOVEMENT.** The applicant and operator agree to the following methods required under s. NR 109.05(2), Wis. Adm. Code for controlling, transporting and disposing of aquatic plants and animals, and moving water:

- Aquatic plants and animals shall be removed and water drained from all equipment as required by s. 30.07, Wis. Stats., and ss. NR 19.055 and 40.07, Wis. Adm. Code.
- Operator shall comply with the most recent Department-approved 'Boat, Gear, and Equipment Decontamination and Disinfection Protocol', Manual Code # 9183.1, available at <http://dnr.wi.gov/topic/invasives/disinfection.html>

10. The DEPARTMENT agrees:

- a. **GRANT ENCUMBRANCE.** In consideration of the covenants and agreements made by the PROJECT SPONSOR in this document, to obligate and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing fifty percent (50%) of the first \$400,000.00 of eligible project costs and twenty five percent (25%) of the next \$800,000.00 not to exceed a maximum grant award of \$400,000.00.
- b. **INDEPENDENT CONTRACTOR.** That the PROJECT 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 only to inspect the job site or premises for the sole purpose of ensuring 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 PROJECT SPONSOR or the PROJECT SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROJECT SPONSOR's employees or agents.
- c. **ACCESS TO PROPERTY AND RECORDS.** To retain its right to of access to: 1) the project work whenever it is in preparation or progress; and 2) examine all accounts, documents, and records of the PROJECT SPONSOR, its engineer or contractor as they relate to this agreement.
- d. **TERMINATION.** To reserve its right to terminate this agreement for failure by the PROJECT SPONSOR to comply with any provision of this agreement.
- e. **PAYMENT.** To pay its share of funding within a reasonable processing time to include on-site inspections as well as a financial review, upon presentation by PROJECT SPONSOR of invoices, proof of purchase and/or proof of payment, certification of receipt of the goods and services, documentation meeting the provisions of s. NR 335.11, and any other documents necessary to comply with applicable statutes, administrative rules, and this grant agreement.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES  
For the Secretary

Date February 24, 2017

BY Kari Bootham  
for **Mary Rose Teves, Director**  
**Bureau of Community Financial Assistance**

**ACCEPTANCE:** The person 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.

Dane County  
For the County

Date \_\_\_\_\_

BY \_\_\_\_\_  
**Joe Parisi, Dane County Executive**