

Dane County Contract Cover Sheet

Res 178
Significant

Dept./Division	LWRD/Parks
Vendor Name	WI Dept. of Natural Resources
Vendor MUNIS #	3457
Brief Contract Title/Description	Grant to enhance wildlife habitat on 6 park properites.
Contract Term	July 1, 2018 - June 30, 2020
Total Contract Amount	\$ 110,928

Contract # <small>Admin will assign</small>	13462
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	LWRPKOP	Obj Code	new	Amount	\$ 110,928
Req #	Org Code		Obj Code		Amount	\$
Year	Org Code		Obj Code		Amount	\$


Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res #
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year
			178 2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	8/14/18		
AK	Controller		8/20/18	
GC	Purchasing	8/20/18	8/20/18	
JD	Corporation Counsel	8/20/18	8/20/18	
RL	Risk Management	8/20/18	8/22/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Janet Crary	Name	WDNR - Ashley Dooley
Phone #	224-3757	Phone #	920-662-5123
Email	crary@countyofdane.com	Email	Ashley.Dooley@wisconsin.gov
Address	5201 Fen Oak Dr., Room 208 Madison, WI 53718	Address	2984 Shawano Ave. Green Bay, WI 54313

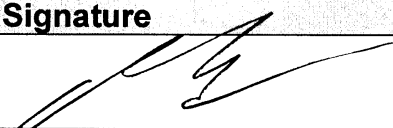
Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		8/24/18
	Printed Name	
	Laura M Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
		8/21/18
	Comments	

13462

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

WISCONSIN HABITAT PARTNERSHIP FUND
RFP AGREEMENT
Form 8700-374

Rev. 5-18

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].

PART 1. GRANT ADMINISTRATION INFORMATION

Awardee Dane County Parks	Project Number WHPF10218
Project Title Dane County Wildlife Areas	DUNS Number 076148766
Funding Period Covered by This Agreement July 1, 2018 Through June 30, 2020	Wisconsin Habitat Partnership Fund Federal Wildlife Restoration Program CFDA 15.611 F18AF00085/ W-160-P-36
Authorized Representative Name Dane County Parks	Authorized Representative E-mail Address rigelman@countyofdane.com
Authorized Representative Mailing Address 5201 Fen Oak Drive #204 Madison, WI 53718	Authorized Representative Phone Number (608)224-3611

PART 2. PROJECT SCOPE & PROJECT DESCRIPTION

Dane County Parks will utilize Wildlife Restoration funds to:

Objective:
Enhance wildlife habitat on public land open for hunting, fishing, trapping and other forms of recreation at six properties, totaling approximately 740 acres.

Work to be done, by whom, and using which methodology:
Work will be done by a combination of staff, volunteers and contractors through restoration of wetland hydrology (tile breaks, water control structures and berms) forestry mowing, prescribed fire, planting of nesting and pollinator habitat, mowing and invasive control.

Maintenance and Monitoring:
Dane County Parks has an operational plan to maintain and enhance properties. We have recently hired an additional permanent Restoration Technician and will be hiring two seasonal Restoration Technician to ensure quality habitat. The properties we chose for this proposal have active friends groups that assist in monitoring and management. Sites are visited multiple times per year for qualitative assessment of habitat needs. From these assessments we create work plans for the future.

WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONTACT:
Ashley Dooley, WHPF Program Manager, 920-662-5123, Ashley.Dooley@wisconsin.gov

PART 3. PROJECT BUDGET

Budget Category	Award	Match	Source of Matching Funds	Total Project Expenses
Restoration	67,451.00	68,486.00	Dane County Parks	135,937.00
Enhancement	40,856.00	41,483.00	Dane County Parks	82,339.00
Administration	2,621.00	2,661.00	Dane County Parks	5,282.00
Total	110,928	112,630		223,558.00

PROJECT FINANCIAL ASSISTANCE SUMMARY:

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

Total Project Cost \$223,558.00

Cost-Share Percentage 49.62%

State Award Amount \$110,928.00

Awardee Share \$112,630.00

1. USFWS-WSFR Wildlife Restoration Grant Programs: 50 CFR 80; and 2 CFR 200.
2. *Proposal Accepted Dated: 04/06/2016*
3. US Fish and Wildlife project number F18AF00085, W160P36-Wildlife Restoration in Wisconsin —Wisconsin Habitat Partnership Fund,

PART 4. CONDITIONS**I. GENERAL CONDITIONS**

1. This Agreement is entered into between the Wisconsin Department of Natural Resources (Department) and the Awardee as identified on Page 1 of this Agreement. For purposes of this Agreement, the terms "Awardee" and "Department" shall include their respective officers, employees, agents, directors, subcontractors, assignees, partners, representatives, successors, heirs, members, volunteers and servants.
2. This Agreement, the WHPF Program Guidance and Project Proposal, 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.
3. The Department and the Awardee mutually agree to perform this Agreement in accordance with terms contained herein.
4. The Awardee is an Independent Contractor for all purposes of this Agreement, not an employee or agent of the Department.
5. This Agreement shall remain in effect as follows:
 - a. For projects requiring a Public Access Easement in accordance with Section A26.: beginning on the funding period start date listed on page one and extending through the expiration of the Public Access Easement.
 - b. For projects not occurring on State of Wisconsin property and not requiring a Public Access Easement: beginning on the funding period start date listed on page one and continuing through the required public access period, as determined in the Program Guidance document.
 - c. For projects occurring on State of Wisconsin property: the funding period listed on page one shall constitute the start and end date of this Agreement.
6. Any revisions to this Agreement, including cost adjustments, time extensions, and scope changes, shall be made by a written amendment to this Agreement, effective upon signing by all Parties. The Awardee, through its Authorized Representative, shall submit its amendment requests in writing to the Department contact listed in this Agreement. All amendment requests from the Awardee must be received by the Department at least ten (10) days prior to the end date of this Agreement. The Department shall have sole discretion to grant or deny an amendment request.
7. In the event that the Awardee discovers that the Awardee is in noncompliance or will be unable to comply with any provision of this Agreement, the Awardee shall so inform the Department in writing within two weeks from the date

that the Awardee makes the discovery. The Awardee shall make all reasonable efforts, as determined by and in coordination with the Department, to resume compliance with the Agreement or to repay those portions of the Award as requested by the Department. Failure by the Awardee to comply with the terms of this Agreement shall not constitute a default of this Agreement if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Awardee.

8. This Agreement may be terminated by mutual written agreement of the Parties. The Department may also terminate this Agreement in part or whole and pursue all available remedies in law and equity for failure by the Awardee to comply with any provision of this Agreement. In the event of termination, the Department may require the Awardee to repay that portion of the award deemed appropriate by the Department. In determining the amount of any reimbursement, the Department may consider factors including:
 - The extent to which the project was completed prior to the termination;
 - Amounts already paid to the Awardee;
 - Amounts owed by the Department for work already completed by the Awardee;
 - Whether it is possible to remediate or complete the project and the costs thereof; and
 - The extent to which public benefits, including public access, have been realized.

In the event that termination occurs after successful completion of the project work but prior to the end of the required public access period, the Department may use the following formula to calculate repayment:
$$\text{TotalProjectCost} \backslash \text{TotalYearsOfPublicAccess} * (\text{YearsOfPublicAccessRemaining} + \text{YearsToCompleteProject}).$$

9. Awardee shall have sole control of the method, hours worked, and time and manner of any performance under this Agreement, except as specifically provided in this Agreement any referenced parts or attachments, or any other agreement or permit applicable to performance under this Agreement. The Department takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the Awardee or the Awardee's employees or agents. The Department further agrees that it will exercise no control over the selection and dismissal of the Awardee's employees or agents.
10. The Awardee may charge fair and reasonable entrance, service, or users fees, and retain the revenue from the fees so long as they are used by the Awardee for the purposes of defraying operation and maintenance costs. The fees charged cannot be for the purpose of generating profit for the organization or an individual within the organization. Fee rates, and any changes to said fees during the duration of this agreement, are subject to Department review and approval under s. NR 1.93, Wis. Adm. Code. Fees that do not exceed the amount for a daily state park entrance fee sticker do not require Department approval.

A. AWARDEE

11. Promises, in consideration of the promises made by the Department, to execute the project described in accordance with this Agreement, including all administrative requirements of this program as described in the Program Guidance (cost containment; federal compliance; reimbursement requests; interim and final reports). The Department is required to submit interim reports to the U.S. Fish and Wildlife Service annually. As a result, projects are required to submit to the Department an interim report that describes project progress to date, accomplishments, and challenges. Interim reports are due within 60 days of the anniversary date. Contact the Department contact listed on page 1 of this agreement for an interim report template. The template can also be found on the WHPF webpage.
12. Shall prepare and submit to the Department, through its Authorized Representative, a final report that describes the project's results. This report is due within 60 days after the completion of the project or the end date of this agreement, whichever is sooner.
13. If requested (see table in Special Conditions section), agrees to submit monitoring reports during each year of the Public Access Period following completion of the project. Such annual monitoring reports shall be submitted by the Awardee's annual representative to the Grant Manager no later than December 31 of each year. The annual reporting document is available on the Wisconsin Habitat Partnership Fund webpage or upon request to the Grant Manager. No annual monitoring reports are required for projects on lands owned by the State of Wisconsin.
14. Agrees to comply with all applicable Federal Laws and Wisconsin Statutes and Wisconsin Administrative Codes, and local ordinances in fulfilling terms of this Agreement. The Awardee agrees to comply with the

provisions of s. NR 50.17, Wis. Adm. Code and Federal Code of Regulations 2 CFR 200 and 50 CFR 80, as well as comply with all applicable federal, state and local contract and bidding requirements.

15. Agrees to obtain all regulatory permits, licenses, certifications, and approvals, including water and wetland regulatory permits and approvals, required by federal, state, or local agencies prior to the beginning of project construction and must be complied with fully during project construction, and as required after project construction.
16. Agrees that, in accordance with 36 CFR Part 800, if archeological or historical evidence is discovered, disruptive project activity is to cease immediately and the Awardee must notify the Department within 24 hours for review of potential impacts. Similarly, and in accordance with Section 7 of the Endangered Species Act, if a federally listed endangered, threatened, or candidate species is located at the project site, disruptive project activity is to cease immediately and the Awardee must notify the Department within 24 hours for review of potential impacts.
17. May decline the offer of financial assistance provided through this Agreement, in writing, at any time prior to the start of the project and before expending any funds. After the project has been started or funds are expended, this Agreement may be modified or amended only by written mutual agreement, or terminated in accordance with this Agreement.
18. Shall allow staff of the U.S. Fish and Wildlife Service or their agents, or any of their duly authorized representatives, to have access to any books, records, documents, and other evidence maintained by the Awardee for inspection, audit, and copying. Awardee shall provide facilities for access and inspection of these records. In addition, the Awardee shall allow staff of the U.S. Fish and Wildlife Service or their agents or any of their duly authorized representatives to have access to all records that relate to any dispute, appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.
19. 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 Awardee's employees, agents or representatives.
20. Agrees to reimburse the Department for all funds the Department deems appropriate (see part A.8) in the event the Awardee fails, as determined at the sole discretion of the Department, to comply with the conditions of this Agreement as described, or fails to provide public benefits as required by this Agreement.
21. With respect to performance of work under this Agreement, agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. 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. The Awardee further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Awardee 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.
22. Agrees not to discriminate against any person in the use and enjoyment of the property based on age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.
23. Agrees that income accruing to the Property as a direct result of award-funded work shall be kept in a separate account and used to further the objectives of the project as stated in this Agreement.
24. Shall maintain financial and accounting records for the project in accordance with generally accepted accounting principles and practices and for a period of not less than three (3) years following final payment by the Department. These records may be reviewed by state or federal officials, or their representatives.
25. Agrees that the Department may make public the location of a property funded under this Agreement where public access is permitted using any means deemed appropriate by the Department, including using maps or other digital means.

26. For projects to be completed on private lands, and unless otherwise directed by the Department (see table in Special Conditions section), agrees to provide a signed and recorded Public Access Easement with the Register of Deeds for the property subject to public access, which identifies the period and provisions of public access. Proof of recording must be sent to DNR within six months of signing this agreement or in conjunction with a reimbursement request, whichever occurs sooner.
27. Shall maintain public access (as defined in the Program Guidance) to the property for hunting, trapping, and wildlife viewing for the duration of the Public Access Period, as defined in the Program Guidance and, if required, recorded in the Public Access Easement (see Special Conditions section). The Public Access Period begins with the start date of this Agreement, unless otherwise indicated in the Public Access Easement. During the Public Access Period, the awardee shall not change the land use or provisions of public access associated with a project funded under this program without prior written approval of the Department. The Awardee may be required to repay aid funds on a prorated basis should practices incompatible with project purpose or limitations on public access occur during the Public Access Period.
28. Agrees to post and maintain signage, if provided by the Department, at the site acknowledging funding through the Federal Aid in Wildlife Restoration Act and the Department.
29. Agrees to notify the Department in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property during the Public Access Period. The Awardee agrees to notify the prospective buyer of the Public Access Easement, which shall transfer to the new property owner at closing.

B. The DEPARTMENT

30. Promises, in consideration of the covenants and agreements made by the Awardee and/or its Authorized Representative, to obligate for the Awardee the amount of \$110,928.00, and provide payment to the Awardee in accordance with the Program Guidance based upon the State providing up to 49.62 percent of eligible project costs.
31. Reserves the right to inspect the project site or premises for the sole purpose of ensuring that performance is progressing or has been completed in compliance with the Agreement.
32. For projects on privately owned land or land not normally open to public access, each third year during the Public Access Period following completion of the project, a local DNR Wildlife staff member will conduct and submit an annual monitoring report no later than December 31 of that year.

II. SPECIAL CONDITIONS

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

1. This project uses Federal funds. Thus, the Authorized Representative is required to complete *DNR Form 9300-230* [<http://dnr.wi.gov/files/PDF/forms/9300/9300-230.pdf>], titled Partner Financial Data Report, and submit the completed form along with required documentation to the DNR along with each submitted reimbursement request.
2. Federal funds used for this project are part of a Pittman-Robertson Wildlife Restoration Act grant, Federal grant number F18AF00085, CFDA #15.611, awarded to the Department and administered by the U.S. Fish & Wildlife Service. As a subrecipient of these federal funds, the Awardee (DUNS # 076148766) agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"). The Awardee agrees to have an audit performed in accordance with the Uniform Guidance if the sponsor expends \$750,000 or more of combined federal and state awards during the fiscal year.
3. Projects occurring on State of Wisconsin-owned or controlled lands require a Land Use Agreement, which shall be signed by both the Authorized Representative and the Department before project work can begin on DNR owned-lands. The Land Use Agreement shall be made part of this Agreement and remains in effect for the period of this Agreement provided in Section A.5.
4. **Additional Conditions** [per Risk assessment (determined on a project basis). May not apply.]

By inscribing his or her initials, the Authorized Representative acknowledges that the following projects require special documents recorded prior to receiving financial reimbursement through the Wisconsin Habitat Partnership Fund.

Project	Public Access Easement	Land Use Agreement	Annual Monitoring Report	Public Access Period	AR Initials
Dane County Wildlife Areas	Yes	Yes	No	10 years	

The person(s) signing for the Authorized Representative represents 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.

FOR THE PROJECT SPONSOR

By _____
(Signature)

(Title)

(Date)

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By 
Mary Rose Teves, Director
Bureau of Community Financial Assistance


(Date)