

Res 515

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department Land & Water Resources		Contract/Addendum #: <u>12743</u>	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract <input type="checkbox"/> Addendum <input type="checkbox"/>	
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Addendum, please include original contract number	
3. Term of Contract or Addendum: Feb. 15, 201 <u>6</u> - Dec. 31, 2016		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum: \$3,000		<input checked="" type="checkbox"/> Grant <input type="checkbox"/>	
5. Purpose: Grant to install a water level monitoring station on Fish Lake to provide useful data for lake water budgets to assist with management of the pump located on Crystal Lake which is hydrologically connected via groundwater.		<input type="checkbox"/> Co Lease <input type="checkbox"/>	
6. Vendor or Funding Source: WI Department of Natural Resources		<input type="checkbox"/> Co Lessor <input type="checkbox"/>	
7. MUNIS Vendor Code: 3457		<input type="checkbox"/> Intergovernmental <input type="checkbox"/>	
8. Bid/RFP Number:		<input type="checkbox"/> Purchase of Property <input type="checkbox"/>	
9. Requisition Number:		<input type="checkbox"/> Property Sale <input type="checkbox"/>	
10. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Other <input type="checkbox"/>	
11. Are funds included in the budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
12. Account No. & Amount, Org & Obj. <u> </u> New LWRWRED Exp & Rev <u> </u> Amount \$ <u> </u> 3,000 <u> </u>			
Account No. & Amount, Org & Obj. <u> </u> Amount \$ <u> </u>			
Account No. & Amount, Org & Obj. <u> </u> Amount \$ <u> </u>			
13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <u> </u>			
14. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 RES-515</u>			
15. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Director's Approval: <u>Keri Coma</u>			

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>MG</u>	Received	<u>3-22-16</u>		WI DNR	
<u>al</u>	Controller		<u>3/22/16</u>	Contact Person	
<u>Kg</u>	Corporation Counsel	<u>3-24-16</u>	<u>3/25/16</u>	Susan Graham	
<u>Kg</u>	Risk Management	<u>3-24-16</u>	<u>3/25/16</u>	Phone No.	
<u>cu</u>	Purchasing		<u>3/22/16</u>	608-275-3329	
	County Executive			E-mail Address	

Footnotes:

1.

2.

Return to:	Name/Title: Janet Crary/Account Clerk II Phone: 224-3757 E-mail Address: crary@countyofdane.com	Dept.: Land & Water Resources Mail Address: 5201 Fen Oak Dr. Room 208 Madison, WI 53718
------------	---	---

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 copy¹
- 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 copy¹
- 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 copy¹

Date: 3-17-16

Signed: *Kevin Connors*

Telephone Number 724-3131

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: _____

Signature: _____

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: _____

¹ 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).

12743

State of Wisconsin Department of Natural Resources P.O. Box 7921 Madison, WI 53707	LAKE PLANNING GRANT AGREEMENT Form 8700-209 Rev. 9-03
---	---

Sponsor Dane	Project Number SPL37616
------------------------	-----------------------------------

Project Title Fish Lake Water Level Monitoring Station
--

Period Covered By This Agreement February 15, 2016 through December 31, 2016	Name of Program Lake Planning
--	---

Project Scope and Description of Deliverables

Dane County is sponsoring a project to install a water level monitoring station on Fish Lake, Dane County. This will provide useful data for lake water budgets to assist with management of the pump located on nearby Crystal Lake, which is hydrologically connected via groundwater.

Project final deliverables include: The station will be installed, and graphs of real-time data will be available for viewing by the public online. In addition, a report and website link for the data will be provided to DNR as a deliverable.

Specific project activities include: Installing a water level monitoring station at the lake, setting up the computer programming, and a resulting website display.

Special Conditions: Not applicable

This scope summarizes the project detail provided in the application and does not negate tasks/deliverables described therein. Data, records, and reports, including GIS-based maps, and digital images, must be submitted to the Department in a format specified by the regional Lake Biologist. If consultant is to provide final report, it is recommended that Grantee provide DNR Lake Coordinator with a draft for comment on report adequacy prior to making final payment to the consultant. DNR to receive both paper and electronic .pdf copies of the final report along with, or prior to submission of grantee's final payment request.

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

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

- Chapter NR 190, Wis. Adm. Code.
- Lake Management Grant Application (Form 8700-283) and attachments.

GRANT AWARD DATA		
1. PROJECT COSTS		
a. State Laboratory of Hygiene Analysis	\$0.00	
b. Other Laboratory Analysis	\$0.00	
c. Other Services (e.g., consulting, surveying services)	\$1,600.00	
d. Printing and Disseminating Final Report	\$0.00	
e. Other/Miscellaneous	\$4,300.00	
2. TOTAL PROJECT COSTS		\$5,900.00
3. GRANT AMOUNT (lesser of line 2 X 67% or \$3,000)		\$3,000.00
4. LOCAL SHARE (line 2 minus line 3)		\$2,900.00
5. ADVANCE PAYMENT CALCULATION		
a. Grant Amount (Line 3) X 75%	\$2,250.00	
b. Minus State Laboratory of Hygiene Analysis Cost (line 1a) <i>The Department directly pays this cost.</i>	\$ 0.00	
6. ADVANCE PAYMENT AMOUNT		\$2,250.00

GENERAL PROVISIONS

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the project proposal, application, terms, promises, conditions, plans, specifications estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. The Sponsor agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling terms of this agreement.
3. The Sponsor agrees to save, hold harmless, defend, and indemnify the State of Wisconsin, the Department and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
4. In connection with the performance of work under this agreement, the Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

PROJECT ACTIVITIES

5. The Department agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The Department reserves the right to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility for supervision or direction of the performance of the agreement by the Sponsor or the Sponsor's employees or agents. The Sponsor is an independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection or dismissal of the Sponsor's employees or agents.
6. Except for planning projects conducted by the U.S. Geological Survey, all water chemistry analyses which are part of the planning project shall be analyzed by the State Laboratory of Hygiene, payments for which will be withheld from the state share and made directly by the Department.
7. Data and information acquired as part of the planning project shall be reported to the Department in the format specified by the Department's regional contact.
8. All the information (data) gathered by the Sponsor under the grant and the final report products shall be provided in electronic format, on a 3.5" computer disk or CD, and shall be submitted to your Lake Coordinator as part of the final report.

CHANGES TO THIS AGREEMENT

9. The Sponsor may rescind this agreement in writing at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
10. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions to the agreement may be granted to the Sponsor by the Department in writing without the requirement of the Sponsor's signature.

NON-COMPLIANCE WITH THIS AGREEMENT

11. Failure by the Sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.
12. The Sponsor agrees to reimburse the Department for any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project proposal as described or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.

FINANCIAL ADMINISTRATION

- 13. The Department hereby promises, in consideration of the covenants and agreements made by the Sponsor herein, to obligate to the Sponsor the amount of \$3,000.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 67 percent of the eligible project costs not to exceed \$3,000. The Sponsor hereby promises, in consideration of the promises made by the Department herein, to execute the project described herein in accordance with this agreement.
- 14. The Department will withhold 25% of the state share for final payment, subject to a determination that the planning project, final report, and any required audits have been completed satisfactorily.
- 15. The local share is the portion of the project costs to be paid by the Sponsor. State funds may not be considered part of the local share. Interest earned on fund advances under this grant cannot be considered part of the local share.
- 16. Accounting for planning project funds shall conform to generally accepted accounting principles and practices, and shall be recorded by the Sponsor in a separate account.
- 17. The Sponsor shall submit to the department a claim for payment on forms provided by the department within 6 months after the planning project end date.
- 18. All financial records, including invoices and canceled checks, that support all planning project costs claimed by the Sponsor, shall be kept and made available for inspection for 3 years after final payment.
- 19. The Sponsor must comply with all applicable local and state contract and bidding requirements.

OTHER CONDITIONS

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

Check here if you request the advance payment of for SPL37616.

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

(Signature)

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

(Title)

(Date Signed)

3-10-16

(Date Signed)