

CONTRACT COVERSHEET

Res 337

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Land & Water Resources		CONTRACT/ADDENDUM #: 12576	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract Addendum	
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: From: <u>10-12-15</u> To: <u>06-30-2016</u>		<input type="checkbox"/> POS <input type="checkbox"/>	
4. Amount of Contract or Addendum \$3,282		<input type="checkbox"/> Co Lesse <input type="checkbox"/>	
5. Purpose: Grant to construct 20 fish stick habitat structures on the north shore of Lake Waubesa as part of the Lower Yahara River Trail construction.		<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 checked="" type="checkbox"/> Other: <input type="checkbox"/>	
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 checked="" 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			
11. Account No. & Amount, Org. & Obj. <u>LWRCONSV 21503</u>		Amount \$ <u>3,282</u>	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
Account No. & Amount, Org. & Obj. _____		Amount \$ _____	
12. 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-337</u>			
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
14. Director's Approval <i>Ken Conna</i>			

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>Ng</i>	Received	<u>11-10-15</u>	
<i>ea</i>	Controller		<u>11/13/15</u>
<i>MP</i>	Corporation Counsel	<u>11/13/15</u>	<u>11-18-15</u>
<i>JA</i>	Risk Management	<u>11/14/15</u>	<u>11/14/15</u>
<i>JA</i>	ADA Coordinator	<u>11/14/15</u>	<u>11/14/15</u>
<i>ca</i>	Purchasing Agent	<u>11/17/15</u>	<u>11/17/15</u>
	County Executive		

VENDOR

Vendor Name & Address	
WI DNR	
PO Box 7921	
Madison, WI 53707	
Contact Person	
Sandy Chancellor	
Phone No.	
608-275-7760	
E-mail Address	

Footnotes:

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Return To: Name/Title: <u>Janet Crary/Account Clerk II</u>	Dept.: <u>Land & Water Resources</u>
Phone: <u>608-224-3757</u>	Mail Address: <u>5201 Fen Oak Drive, Room 208</u>
E-mail: <u>crary@countyofdane.com</u>	<u>Madison, WI 53718</u>

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 which has not been changed since that review/development
- ☐ is a non-standard contract previously reviewed 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: 11-9-2015 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: _____ Signature: _____

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

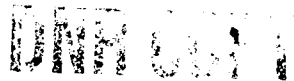
Date: _____ Signature: _____

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

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my 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



OUTDOOR RECREATION AIDS GRANT AGREEMENT

Form 8700-065

Rev. 01-10

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 Dane County	Project Number CCF7184								
Project Title Dane Co. Lake Waubesa Fish Habitat									
Period Covered by This Agreement October 12, 2015 Through June 30, 2016	Name of Program County Conservation Aids								
Project Scope and Description of Project As part of the Lower Yahara River Trail, project will construct 20 fish stick habitat structures on the north shore of Lake Waubesa. In partnership with DNR SCR Fisheries, Dane County will place structures in near-shore areas to provide additional coarse woody debris to support fish, amphibian, herpetiles and macroinvertebrate communities. Additional benefits include wave attenuation and bank protection. These structures will be constructed and placed on the lake during the winter of 2016.									
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>\$14,329.00</td></tr><tr><td>Cost-Share Percentage</td><td>50%</td></tr><tr><td>State Aid Amount</td><td>\$3,282.00</td></tr><tr><td>Project Sponsor Share</td><td>\$11,047.00</td></tr></table>	Total Project Cost	\$14,329.00	Cost-Share Percentage	50%	State Aid Amount	\$3,282.00	Project Sponsor Share	\$11,047.00	<ol style="list-style-type: none">Chapter NR NR50, Wisconsin Administrative CodeApplication Dated 10/01/2015
Total Project Cost	\$14,329.00								
Cost-Share Percentage	50%								
State Aid Amount	\$3,282.00								
Project Sponsor Share	\$11,047.00								

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 County Conservation 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. 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.

The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$3,282.00, 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 50 percent 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.
10. 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:

1. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
2. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

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)

(Title)

(Date)

By Sandy Chancellor
Mary Rose Teves, Director
Bureau of Community Financial Assistance

10/21/15
(Date)