

Dane County Contract Cover Sheet

Revised 01/2022

Res 021
significant

Dept./Division	LWRD/ Parks		
Vendor Name	Ducks Unlimited	MUNIS #	33117
Brief Contract Title/Description	Grant for wetlands acquisition and restoration at Walking Iron Wildlife Area.		
Contract Term	4-29-2025 thru project completion		
Contract Amount	\$400,000		

Contract # Admin will assign	15860
Type of Contract	
☐	Dane County Contract
☐	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☒	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Joleen Stinson	Name	Sara Comstock
Phone #	608-224-3730	Phone #	608-215-8531
Email	stinson.joleen@danecounty.gov	Email	scomstock@ducks.org
Purchasing Officer			

Purchasing Authority	☐ \$11,000 or under – Best Judgment (1 quote required)		
	☐ Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	☐ Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	☐ Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)		
	☐ Bid Waiver – Over \$40,000 (N/A to Public Works)		
	☒ N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
☐	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	☐ Contract does not exceed \$100,000 (\$40,000 Public Works)		
	☒ Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	021
	☒ A copy of the Resolution is attached to the contract cover sheet.	Year	2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☐ No modifications.	☐ Modifications and reviewed by:	☒ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2025.05.27 13:55:28 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 5/28/25	Date Out: _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, May 29, 2025 4:58 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15860
Attachments: 15860.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/30/2025 1:49 PM	Approve: 5/30/2025 1:49 PM
	Rogan, Megan	Read: 5/30/2025 8:15 AM	Approve: 5/30/2025 8:15 AM
	Gault, David	Read: 5/30/2025 9:27 AM	Approve: 5/30/2025 9:30 AM
	Cotillier, Joshua		Approve: 6/2/2025 9:29 AM
	Stavn, Stephanie	Read: 5/30/2025 2:18 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15860

Department: Land & Water Resources

Vendor: Ducks Unlimited

Contract Description: Grant for Wetlands Acquisition & Restoration at Walking Iron Wildlife Area (Res 021)

Contract Term: 4/29/25 through project completion

Contract Amount: \$400,000.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

**ACCEPTANCE OF NORTH AMERICAN WETLANDS CONSERVATION ACT
GRANT SUB-AWARD FROM DUCKS UNLIMITED INC**

The Land & Water Resources Department has secured a \$400,000 grant from Ducks Unlimited Inc. as a sub-award of a North American Wetlands Conservation Act Grant – Horicon Coastal Connections Phase II. \$350,000 is for land acquisition and \$50,000 is for wetland and associated upland restoration for the benefit of migrating waterfowl, shorebirds and other wildlife.

The restoration funds will be used for a wetland and prairie restoration project in the Walking Iron Wildlife Area in the Town of Mazomanie. The project has many water quality benefits, including allowing the water to filter through the wetland before it eventually enters the Wisconsin River, increasing groundwater recharge and providing excellent waterfowl and pheasant hunting habitat.

THEREFORE, BE IT RESOLVED, that the County Board of Supervisors and the Dane County Executive hereby accept the \$400,000 in grant funds from Ducks Unlimited Inc.

BE IT FURTHER RESOLVED, that the Dane County Executive is authorized to sign sub-award agreements and the Dane County Parks Director and Natural Resource Manager are authorized to submit reimbursement claims along with necessary supporting documentation within six months of project completion, and take necessary action to undertake, direct, and complete approved projects.

BE IT FURTHER RESOLVED that the County Executive is authorized to sign notice of grant requirements that will be recorded on properties used for match to secure the grant or restored in whole or part with grant funding.

BE IT FINALLY RESOLVED, that revenue account CPLWRESC 8173 SW NAWCA Grant be increased by \$400,000 and expense account CPLWRESC 51305 WALKING IRON WLA RESTORATION be increased by \$50,000 and expense account CPLWRESC 58849 SW NAWCA ACQUISITION be increased by \$350,000 and that all funds shall be carried forward until realized and expended.

15860



DUCKS UNLIMITED, INC.

DANE COUNTY

**North American Wetlands Conservation Act Grant
Sub-Award Agreement
Horicon Coastal Connection Phase II
US-WI-464-1**

This Agreement is effective this 29th day of April, 2025, between Ducks Unlimited, Inc. (hereinafter "DU") and the Dane County (hereinafter "Partner") to facilitate completion of the Horicon Coastal Connection Phase II (hereinafter "Project").

WHEREAS, the North American Wetlands Conservation Act (NAWCA) provides federal grants to conserve wetland and associated upland for the benefit of migrating waterfowl, shorebirds and other wildlife.

WHEREAS, Horicon Coastal Connection Phase II NAWCA proposal dated July 8, 2022, addressed to the North American Wetlands Conservation Council Coordinator (hereinafter "Project Proposal") included as Exhibit A to this Agreement was approved for NAWCA funding by the Migratory Bird Conservation Commission on July 21, 2023.

WHEREAS, DU intends to serve as the NAWCA grant recipient on behalf of the Project partners and to administer grant funds received under a NAWCA grant (hereinafter "Grant") if and when such Grant is issued by the U.S. Fish and Wildlife Service (USFWS) and accepted by DU.

WHEREAS, the Partner intends to be a sub-recipient of NAWCA grant funds and/or a match provider.

WHEREAS, DU and the Partner intend to cooperate to complete the Project by the acquisition of certain real property interest(s) and/or development(s) as described in Exhibit B of this Agreement (hereinafter "Project Elements").

NOW, THEREFORE, in consideration of the above premises and other terms and conditions listed herein, DU and the Partner agree to undertake the Project as follows:

I. SCOPE OF WORK - The Project will be conducted in accord with the Project Proposal and the Terms and Conditions of the NAWCA grant (hereinafter "Terms and Conditions") as detailed in Exhibit C to this Agreement.

II. SCOPE OF THE AGREEMENT - This Agreement will be in force for the Grant Project period plus 25 years or, if Project Elements include acquisition of real property interests, in perpetuity from the above-mentioned effective date unless limited by easements, leases or other legal instruments of shorter duration as may be specified in the Terms and Conditions or approved by the DU Project Officer.

A. DU agrees:

1. Subject to the execution of the Grant, to receive and administer Grant funds in accordance with the Project Proposal.

2. To reimburse the Partner for allowable costs, as defined by the Terms and Conditions, incurred by the Partner to complete the Project Elements in the amount(s) described in Exhibit B.
3. Donate such cash, goods, and/or services to the Partner to complete the Project Elements in the amount(s) detailed in Exhibit B.

B. PARTNER agrees:

1. To accept cash, goods, and/or services from DU and other Project partners to complete Project Elements as described in Exhibit B.
2. To provide matching contributions as detailed in said Partner's funding commitment letter included in the Project Proposal and described in Exhibit B.
3. That it accepts and will comply, as a subrecipient and/or a match provider and on DU's behalf and for DU's benefit, with the provisions of the Terms and Conditions.
4. To be responsible for all costs incurred by the Partner in excess of the value of Grant funds, DU funds or DU in-kind services, if any, that may be associated with the Project.
5. To provide all reasonable and necessary services to ensure the timely completion of the Project within the Grant's project period
6. To provide information and materials in a timely manner as requested by DU that are necessary to meet DU's obligations under the Grant.
7. To obtain, at the Partner's expense, all required permits, agreements, leases, approvals and access rights necessary for the development of the Project and provide to DU, its officers, employees, agents and the like all reasonable assistance and cooperation necessary for the implementation of this Agreement.
8. That all pre-agreement costs, as defined by the Terms and Conditions, incurred by the Partner are incurred at the Partner's risk. Such costs are allowable only to the extent that they would have been allowable if incurred after the date that the USFWS signs the Grant and during the Grant's project period.
9. Perform Site management and maintenance activities identified within the Project for the duration of this Agreement. Further, Partner shall be responsible for all costs associated with operation and maintenance of the Site.
10. DU will retain a right of entry to the Site for purposes of educational or informational tours and periodic review of Site management and maintenance. Visitation to the Site by DU will not infringe or conflict with Partner's use or enjoyment of the Site.
11. To immediately reimburse DU for any repayment or reimbursement DU must make to the USFWS under the Grant that is caused by or results from the Partner's failure to comply with the terms and conditions of this Agreement.
12. In accordance with II.B.3. above, reimburse the USFWS or be bound to the alternative for redress chosen by the USFWS if any habitat restored, enhanced, created, or acquired by or for the Partner is managed, conveyed, or administered in a manner inconsistent with Terms and Conditions and/or the Project purpose. Further, under these circumstances, the Partner will reimburse DU for costs incurred

by DU to restore, enhance, create, or acquire any habitat that is managed, conveyed, or administered in a manner inconsistent with Project purposes.

13. To permit DU, USFWS and their designees to conduct site inspections of the Project.
14. To permit DU, USFWS and their designees to have access to the Partner's records and financial statements as necessary for DU to meet the requirements of 2CFR 200.300 through 200.309 and Subpart F.
15. Partner will provide DU with the following written information on an annual schedule based upon the USFWS signature date of the Grant Agreement:
 - A) Progress report
 - B) Financial status report

C. DU and PARTNER mutually agree:

1. That this Agreement and its obligations are contingent upon DU's receipt, acceptance and execution of a Grant, the terms and conditions of which are acceptable to DU, that will fund this Project. If DU should not receive or accept the Grant or if this Project is excluded from the Grant, this Agreement shall be rescinded as of its effective date and neither party shall have any obligations to the other under this Agreement.
2. That the Project will be completed in accordance with the Project Proposal as further detailed in Exhibit B, including any mutually agreed modifications.
3. To acknowledge the contribution of each party in oral or written communications related to the Project. Partner and/or DU will provide mutually acceptable Project signs and will erect and reasonably maintain these signs at a convenient viewing location in close proximity to the Project.
4. DU appoints *Tally Hamilton* as its Project Officer.

Partner appoints *Joleen Stinson* as its Project Officer.

The parties may change their respective Project Officer at any time by providing written notification to the other party identifying the name of their new Project Officer. Correspondence pertaining to this Agreement shall be sent to the following addresses:

DU - 505 Science Drive, Suite A,
 Madison, WI 53711
 (608) 215-7186

Partner - 5201 Fen Oak Drive, #205
 Madison, WI 53718
 (608) 224-3730

5. To cooperate in recognizing outside contributors who might provide significant funding to help underwrite costs of the Project or who otherwise are mutually deemed to deserve special recognition. The principal costs of such recognition shall be borne by the party initiating the recognition.

6. To freely exchange Project information and to periodically review, study and consider modifications to the Project pursuant to the terms of this Agreement
7. That if this Agreement is executed prior to DU receiving the Notice of Grant Award from the USFWS, and such subsequent Notice of Grant Award contain provisions which require the amendment or modification of the Terms and Conditions currently attached as Exhibit C to this Agreement, that such amended or modified Terms and Conditions shall be substituted and upon written acknowledgement by the Partner and become part of the Agreement.
8. In the event the parties hereto are unable to agree regarding their obligations under this Agreement, they shall select a mutually acceptable third party whose decision shall be binding.
9. That DU or FWS will bear no responsibility or liability with respect to any claims or suits by third persons for damages incurred or suffered resulting from, or caused by, the Partner, any subcontractor, or their respective employees, agents, servants and assigns activities under this Agreement. The Partner agrees that it will indemnify, defend and save DU and FWS harmless from and against all losses and all claims, demands payments, suits, actions, recoveries, judgments, costs and expenses of every nature and description brought or recovered against DU or FWS or expended by DU or FWS, including the payment of attorneys' fees arising from the performance by the Partner, any subcontractors, and/or their respective employees, agents, servants and assigns of the Partner's obligations under this Agreement.
10. That neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of any one or both of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government authority, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the parties hereto.

III. EXECUTION AND MODIFICATION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above. Further, only the mutual prior written agreement of both parties may modify this Agreement.

DUCKS UNLIMITED, INC.

Signed by:
BY: James A. Rader
8AFB04B68FE6E474
James A. Rader – Director of Operations

DANE COUNTY

BY: _____
Melissa Agard – Dane County Executive

DATE: 4/29/2025

DATE: _____

**EXHIBIT A. – “Project Proposal”
to
North American Wetlands Conservation Act Grant
Sub-Award Agreement
Horicon Coastal Connection Phase II
US-WI-464-1**

See attached pdf

EXHIBIT B (continued)
Project Description
North American Wetlands Conservation Act Grant
Sub-Award Agreement
Horicon Coastal Connection Phase II
US-WI-464-6

Partner: Dane County (DC)
Grantee: Ducks Unlimited

Summary of Project Elements: DC is receiving \$400,000 in grant funds to acquire 100 acres for Tract 5 and to restore 80 acres at the Walking Iron Wildlife Area for Tract 9. DC will provide \$1,435,534 as match for the acquisition of the 158-acre Rhiner parcel in Tract 5. See proposal for details.

1) Acquire 100 acres of habitat.	
Grant	\$350,000
<u>Partner</u>	<u>\$1,435,534</u>
Total	\$1,785,534
2) Restore 80 acres of habitat.	
Grant	\$50,000
<u>Partner</u>	<u>\$0</u>
Total	\$50,000

SUMMARY TOTALS	
Grant	\$400,000
<u>Partner</u>	<u>\$1,435,534</u>
Total	\$1,835,534

EXHIBIT C. – “Terms and Conditions”
North American Wetlands Conservation Act Grant
Sub-Award Agreement
Horicon Coastal Connection Phase II
US-WI-464-1

1. NAWCA Grant Administration Standards dated January 2024. Accessed at the following location and incorporated by reference herein:

<https://www.fws.gov/media/united-states-grant-administration-standards-north-american-wetlands-conservation-act-and>
2. The applicable portion of the USFWS Financial Assistance Award Terms and Conditions posted at <https://www.fws.gov/library/collections/financial-assistance-general-award-terms-and-conditions> shall apply and are incorporated by reference herein.
3. If the Partner is not an individual they shall submit the following upon signing this Agreement:
 - a. FFATA Form included as Exhibit C-1.
 - b. Audit Certification Form included as Exhibit C-2.
4. By signing this Agreement the authorized official of Partner certifies, to the best of his/her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Partner certifies by signing this Agreement that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from participation in this transaction by any federal department or agency.

EXHIBIT C-1. – “FFATA Form”
North American Wetlands Conservation Act Grant
Sub-Award Agreement
Horicon Coastal Connection Phase II
US-WI-464-1

The Federal Funding Accountability and Transparency Act (FFATA) requires Ducks Unlimited to report the following information:

1. Name of the entity receiving the subaward: _____

2. Address (include zip +4) of entity receiving the subaward and congressional district:

Contact person: _____ Phone: _____ Email: _____

3. Location of project under the subaward, including city, state, congressional district, county, and **zip+4**:

4. Unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity: UEI (12-digit Unique Entity ID) _____ Parent: _____

5a. Did your entity in the preceding fiscal year receive 80% or more of its annual gross revenues from U. S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements **AND** did your entity in the preceding fiscal year receive \$25,000,000 or more in annual gross revenues from U. S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Yes or No – if Yes then proceed to b. If No then stop.

b. Does the public have access to information about the compensation of the executives in your entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986? Yes or No

If answer to a is yes and b is no then provide the names and total compensation of the five most highly compensated officers:

(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____
(4) _____	\$ _____
(5) _____	\$ _____

DU use only:

Amount of the award/contract \$ _____

DU Federal Award Number: _____

Funding agency: U. S. Fish and Wildlife Service _____

Catalog of Federal Domestic Assistance number: _____

EXHIBIT C-2.—“Audit Certification Form”

Agreement No. _____
 Subcontract No. _____
 Subcontract Amount _____
 Project Officer _____

AUDIT CERTIFICATION FORM

Organization Name: _____
 Contact Name: _____ Title: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____ Fax: _____ E-mail: _____

Please complete the appropriate section below, save, print, and **return the completed and signed Audit Certification form and the requested documentation to: Staff requesting this form should enter appropriate name, title, address, etc. information in this section**

Please identify which applies to your organization.

- ☐ I hereby certify that for the fiscal year ended _____ (date):
1. The auditor's report on financial data states that the audited information is fairly stated in all material respects; and
 2. The administration of our federal projects has been audited in accordance with 2 CFR 200 Subpart F and there were no material instances of noncompliance with federal laws and regulations or reportable conditions; and
 3. There were no findings of noncompliance in the audit report that are specifically related to the subrecipient award(s); and
 4. Management has addressed the resolution of previous-year findings from prior audit reports if related to the subrecipient
- Auditor's report filed on _____ (date). The Data Collection Form (SF-SAC) has been electronically submitted to the FAC.
- ☐ We have completed our 2 CFR Subpart F Audit for the fiscal year ended _____ (date), and material noncompliance issues and/or reportable conditions were noted. The Data Collection Form (SF-SAC) has been electronically submitted to the FAC.
- ☐ We have not completed our 2 CFR Subpart F Audit for the fiscal year ended _____ (date). We expect the audit to be completed by _____ (date). Upon completion of the 2 CFR Subpart F Audit, we will provide either the positive certifications outlined in the first option above and a copy of the report or a copy of the audit report and our response as required in 2 CFR Subpart F, §200.512(c).
- ☐ Our organization is not subject to the requirements of 2 CFR Subpart F Audit **(complete both (a) and (b) below)**.
- a. Our organization is not subject to the requirements of 2 CFR Subpart F Audit because we:
 - ☐ Did not receive \$750,000 or more during the fiscal year.
 - ☐ Are a for-profit organization.
 - ☐ Are a non-U.S. based entity.
 - ☐ Are exempt for other reasons (explain:)
 - b. In lieu of a 2 CFR Subpart F Audit, we have enclosed:
 - ☐ An audited financial statement.
 - ☐ An independent auditor's management letter.
 - ☐ A copy of our latest IRS tax return.
 - ☐ Other (explain):

I hereby represent and warrant that the information listed above is true and accurate.

Signature: _____
 (Officer/Director/President of Organization)

Date: _____

METHOD OF PAYMENT

Select Your Preferred Method of Payment:

- ☐ Check
- ☐ ACH
- ☐ Wire Transfer

Remit to Address for Check Payments:

Company Name:
Attention To:
Address 1:
Address 2:
City, State, Zip code:

Have you previously been paid by Ducks Unlimited via ACH or Wire Transfer?

- ☐ Yes
- ☐ No

If you answered Yes above, has your ACH or wiring information changed from previous payments?

- ☐ Yes
- ☐ No

Complete Ducks Unlimited's EFT Authorization form if:

1. You would like to be set up to receive payment via ACH or Wire Transfer and have previously only received check payments from Ducks Unlimited.
- or**
2. Your wiring instructions have changed from previous ACH or Wire Transfers with Ducks Unlimited.