

Res 081

# CONTRACT COVERSHEET

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

<b>DEPARTMENT</b> <b>LWRD/Parks</b>	<b>CONTRACT/ADDENDUM #:</b> <span style="font-size: 1.5em; font-family: cursive;">11947</span>																											
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: 30%; text-align: left;">Contract</th> <th style="width: 40%; text-align: center;">If Addendum, please include original contract number</th> <th style="width: 30%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<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 checked="" type="checkbox"/>	Other:	<input type="checkbox"/>
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<input checked="" 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: From: <u>04-08-2014</u> To: <u>06-30-2016</u>																												
4. Amount of Contract or Addendum <b>59,185</b>																												
5. Purpose: WDNR Grant to develop a permanent parking area & walk-in access to Upper Mud Lake. The required match of \$59,195 will be requested in the 2015 budget.																												
6. Vendor or Funding Source: <b>WI Department of Natural Resources</b>																												
7. MUNIS Vendor Code: <b>3457</b>																												
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 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>LEWSLUNY new expense</u> Amount \$ <u>59,185</u> Account No. & Amount, Org. & Obj. <u>LEWSLUNY new revenue</u> Amount \$ <u>59,185</u> 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. <span style="float: right; font-family: cursive;">081</span> If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2014 Res-080</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <span style="font-family: cursive; font-size: 1.2em;">Zai Connors</span>																												

**CONTRACT REVIEW/APPROVALS**

Initials	Ftnt	Date In	Date Out
<u>MA</u> Received	_____	<u>5/5/14</u>	_____
<u>CA</u> Controller	_____	_____	<u>5/5/14</u>
<u>AK</u> Corporation Counsel	_____	<u>5-6-14</u>	<u>5-6-14</u>
<u>A</u> Risk Management	_____	<u>5/5/14</u>	<u>5/6/14</u>
<u>REJ</u> ADA Coordinator	_____	<u>5/6/14</u>	<u>5/6/14</u>
<u>cn</u> Purchasing Agent	_____	<u>5/6/14</u>	<u>5/6/14</u>
_____ County Executive	_____	_____	_____

**VENDOR**

<b>Vendor Name &amp; Address</b> WDNR PO Box 7921 Madison, WI 53707
<b>Contact Person</b> Cheryl Housley
<b>Phone No.</b> 608-275-3218
<b>E-mail Address</b>

**Footnotes:**

1. \_\_\_\_\_
2. \_\_\_\_\_

<b>Return To:</b> Name/Title: <u>Janet Crary/Account Clerk II</u> Dept.: <u>Land &amp; Water Resources</u> Phone: <u>224-3757</u> Mail Address: <u>5201 Fen Oak Dr., #208</u> E-mail: <u>crary@countyofdane.com</u> <u>Madison, WI 53718</u>
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**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 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 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: 5-2-14 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: \_\_\_\_\_

<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 my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

# DNR COPY

11947

This document drafted by:  
State of Wisconsin  
Department of Natural Resources  
P.O. Box 7921  
Madison WI 53707-7921

## OUTDOOR RECREATION AIDS GRANT CONTRACT Form 8700-065c (8/12)

**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].

**Sponsor:**  
Dane County

**Project Number:**  
S-ADLP3-14-1206

**Project Title:**  
Dane County-Upper Mud Lake Parking Development

**Program Name:**  
Knowles-Nelson Stewardship Program - Acquisition and Development of Local Parks

**Payment Period:** (Period during which grant funds will be encumbered and available for payment to the Sponsor under this Outdoor Recreation Aids Grant Contract, hereinafter referred to as the "Contract".)  
April 8, 2014 through June 30, 2016

**Project Scope:**  
Acquisition and Development of Local Parks subprogram funds are awarded to Dane County Parks to develop a public parking area and walk in access to Upper Mud Lake. The project will include the following items: Site Preparation; Parking Lot; Storm water Basin; Surfacing; Sign; Gate Information Kiosk; and Landscaping. The parking area plans accommodate up to 70 cars.

**Legal Description (hereinafter referred to as Property):**  
LOT 1 CSM 12705 CS80/126-128 06-10-09 DESCR AS SEC 27-07-10 PRT OF NW1/4 SW1/4 (10.080 ACRE)

Recording Area  
Name and Return Address

Parcel Identification Number (PIN)

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limit the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, in perpetuity. The rights herein conveyed are subject to the interests of the State of Wisconsin and the Department of Natural Resources Stewardship Program under Chapter 23, Wisconsin Statutes and Chapter NR 51 of the Wisconsin Administrative Code.

By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Stewardship Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources.

Project Financial Assistance Summary	
Total Project Cost	\$118,370.00
Cost-Share Percentage	50%
State Aid Amount	\$59,185.00
Project Sponsor Share	\$59,185.00

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

- Chapter 23, Wis. Stats.
- Chapter NR 51, Wisconsin Administrative Code
- Charter NR 52, Wisconsin Administrative Code
- Grant Application, attachments, and addendums

**A. General Conditions:**

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Acquisition and Development of Local Parks 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 Contract.
2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract 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 Contract may not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was not the 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 Contract, at the Department's discretion.

**The Project Sponsor:**

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, 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 Contract, 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 Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.
6. 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. This clause applies only to actions of each party pursuant to this grant, and does not apply to actions of employees, directors, independent contractors or agents that are performed outside the scope of this grant.
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 Contract or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, 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 Contract may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this Contract, 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.
9. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of 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.
10. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.
11. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.
12. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.

13. Shall display a sign at the property acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.

The Department:

14. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount of \$59,185.00, 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.
15. 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:**

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department.
- b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
- c. All applicable permits, licenses 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 and the life of the project.
- d. Erosion control will be accomplished using the guidelines in the Wisconsin Construction Site Best Management Practice Handbook. Construction sites associated with land disturbing activities over one acre within 500 feet of a surface water body require an erosion control plan prepared by the Sponsor, to be submitted to the Department of Natural Resources for approval. Surface bodies include permanent flowing streams, ponds and lakes. Construction sites disturbing more than five acres of land require a permit for stormwater discharges from construction sites to be issued by the Department of Natural Resources.
- e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- f. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers and Department permits.
- g. Development plans must be submitted to the Department for approval prior to any construction.
- h. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- i. A minimum of 3 car only parking stalls must be designated as accessible and correctly signed. One of these car only stalls must be van accessible.
- j. A wetland permit may be required prior to construction. Contact Wendy Peich (608) 275-3481: a) hydric soils and forested wetland soils are within the proposed project area per the WI Wetland Inventory; b) If the impact is less than 10,000 square feet, the general recreation permit may be applicable; and c) if recent delineation was performed to alter wetland boundaries near the project, please submit findings to WI DNR Waterway and Wetland Program for review.

Check here if you request advance payment totaling \$29,592.50

The person(s) 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 Contract and bind his or her principal, either by a duly adopted resolution or otherwise.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**DANE COUNTY**

\_\_\_\_\_  
Signature of Sponsor Representative

\_\_\_\_\_  
Typed or Printed Name of Sponsor Representative

STATE OF WISCONSIN )  
                                  ) ss.  
\_\_\_\_\_ COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin  
My Commission (expires)(is)\_\_\_\_\_

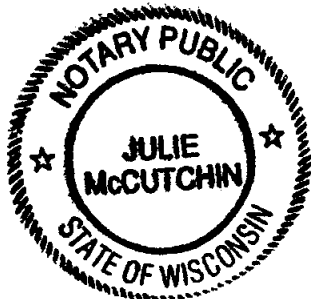
Signed this 8 day of April, 2014.

**STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES**

BY Lavane Hessler  
Lavane Hessler, Stewardship Grants Manager  
Bureau of Facilities and Lands

STATE OF WISCONSIN )  
DANE COUNTY) ss.

Personally came before me this 8th day of April, 2014, the above named Lavane Hessler to me known to be the person who executed the foregoing instrument and acknowledged the same.



Julie McCutchin  
Signature of Notary Public  
Julie McCutchin  
Typed or Printed Name of Notary Public  
Notary Public, State of Wisconsin  
My Commission (expires)(is) 8-25-2017