

# Contract Cover Sheet

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

Department <b>Land &amp; Water Resources - Parks</b>	Contract/Addendum #: <b>1329</b>																				
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: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input checked="" type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input 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: <b>upon signing to 6-30-2018</b>																					
4. Amount of Contract or Addendum: <b>1,800</b>																					
5. Purpose: <b>Funding to recruit and train volunteers to monitor invasive plants on county parkland &amp; submit plant data to the Parks Division.</b>																					
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>LWRPKOP 21285</u> Amount \$ _____ Account No. & Amount, Org & Obj. <u>LWRPKOP new revenue</u> Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. 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>2017 RES-087</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval: <i>Kevin Connor</i>																					

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
<i>MJ</i> Received	_____	<u>6/2/17</u>		WI DNR
<i>OS</i> Controller	_____		<u>6/5/17</u>	Contact Person
<i>[Signature]</i> Corporation Counsel	_____	<u>6/5/17</u>		Eva Lewandowski
<i>[Signature]</i> Risk Management	_____	<u>6/5/17</u>	<u>6/5/17</u>	Phone No.
<i>OC</i> Purchasing	_____	<u>6/5/17</u>	<u>6/5/17</u>	608-264-6057
_____ County Executive	_____	_____	_____	E-mail Address
				<u>eva.lewandowski@wisconsin.gov</u>

**Footnotes:**

- 1.
- 2.

<b>Return to:</b> Name/Title: Janet Cray/Account Clerk II Phone: 224-3757 E-mail Address: <u>cray@countyofdane.com</u>	<b>Dept.:</b> Land & Water Resources <b>Mail Address:</b> 5201 Fen Oak Dr., #208 Madison, WI 53718
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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 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 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: 5-25-17

Signed: Kevin Cannon

Telephone Number 224-3730

Print Name: Kevin Cannon

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

### Improved Invasive Plant Monitoring by Dane County Parks Volunteers

THIS CONTRACT is entered into by and between the State of Wisconsin, Department of Natural Resources (the Department) and Dane County Parks (the Contractor) for the purpose of achieving the following goals:

- a. Recruit and train volunteers to monitor invasive plants in Dane County Parks
- b. Submit invasive plant data to the Department

FOR AND IN CONSIDERATION of the terms and conditions contained in this contract, the above-named parties agree:

1. **PERIOD OF AGREEMENT:** This contract shall commence upon its signing by both parties and continue until 30 June, 2018, during which period all performance as described in this contract shall be fully completed to the satisfaction of the Department.
2. **CANCELLATION.** The Department reserves the right to cancel this contract in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, or specifications of this contract.
3. **ENTIRE CONTRACT; AMENDMENTS.** This contract, together with the specifications in the bid request (if any) and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this contract are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this contract, signed by both parties prior to the ending date of this contract.
4. **ASSIGNMENT.** Neither this contract nor any right or duty in whole or in part by the Contractor under this contract may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this contract or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this contract and be bound by the terms and conditions of this contract. Assignment in whole or in part of this contract does not absolve the Contractor of any liability or obligation expressed and agreed to hereunder.
5. **DESCRIPTION OF WORK OR PRODUCTS.** The Contractor agrees to provide the following to the satisfaction of the Department:
  - a. July 2017: Develop training manual and volunteer resources
  - b. July-August 2017: Hold volunteer training event; begin monitoring invasive plants
  - c. January 2018: Hold volunteer training event; monitor invasive shrubs and trees
  - d. April-May 2018: Hold volunteer training event; monitor invasive plants
  - e. June 2018: Final progress report
  - f. June 2018: Electronic copies of project data
  - g. September 2018: Final written report and scientific poster summarizing results
6. **PAYMENT.** The Contractor, for providing performance satisfactory to the Department, shall receive the following consideration:

Total payment up to a maximum of \$1800

Final payment of the remaining balance up to a total maximum of \$1800 will be made

upon receipt and acceptance of the final progress report by 20 June, 2018.

Billings by the Contractor shall be made by the close of business on 20 June, 2018 for review and acceptance to:

Eva Lewandowski  
Citizen-based Monitoring Coordinator  
Wisconsin Department of Natural Resources  
PO Box 7921  
Madison, WI 53707

7. **RECORDS, ACCESS.** The Contractor shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this contract and a copy of the cost summary submitted to the Department. The Department, its agents and its duly-authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
8. **INDEPENDENT CONTRACTOR.** The Contractor is an Independent Contractor for all purposes and is not an employee or agent of the Department.
9. **INDEMNIFICATION.** The Contractor agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources 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 contract or omissions of Contractor's employees, agents or representatives.
10. **INSURANCE AND LIABILITY.** The work to be performed under this contract is to be performed entirely at Contractor's risk. Contractor hereby assumes all liability with all work and all services to be provided by the Contractor under this contract. The Department may seek indemnification from the contractor should claims arise against the Department for injury to or death of any person or persons, and/or 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 performance of work in connection with this contract. To that end, the contractor shall maintain, during the term of this contract, worker's compensation insurance if required by Wisconsin Statute for all employees engaged in the work and sufficient public liability, property damage and automobile insurance against any claims which might occur in carrying out this contract.
11. **NONDISCRIMINATION.** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for

employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., 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. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Contractor being declared an "ineligible" contractor, termination of the contract, or withholding of payment.

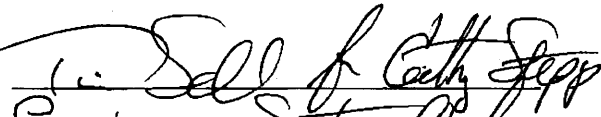
12. **AFFIRMATIVE ACTION.** If this contract is for an amount of twenty-five thousand dollars (\$25,000) or more the Contractor agrees to submit a written affirmative action plan to the Department within 15 business days after the contract commences if an acceptable plan is not already on file with the State of Wisconsin. (Contractors with an annual work force of fewer than twenty-five employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Contractor being declared an "ineligible" contractor, termination of the contract, or withholding of payment.
13. **GUARANTEED DELIVERY.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.
14. **APPLICABLE LAW.** This contract shall be governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this contract.
15. **ANTITRUST ASSIGNMENT.** The Contractor and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Contractor hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
16. **PAYMENT TERMS AND INVOICING.** Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
  - a) The date specified on a properly completed invoice for the amount specified in the order or contract, or
  - b) Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract or within thirty (30) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
17. **TAXES.** The Department is required to pay the Wisconsin excise or occupation tax on

its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes on its purchases in that state depending on the laws and of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

18. **TAX DELINQUENCY.** Contractors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

Date 05-15-17

By:   
Title: Purchasing Section Chief

CONTRACTOR

Date \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_