

# Dane County Contract Cover Sheet

Res 268

Revised 01/2024

<b>Dept./Division</b>	LWRD / Parks		
<b>Vendor Name</b>	WI DNR	<b>MUNIS #</b>	3457
<b>Brief Contract Title/Description</b>	WDNR Waterfowl Stamp Grant for habitat restorative projects at Falk Wells and Walking Iron.		
<b>Contract Term</b>	7/1/2024 - 6/30/2026		
<b>Contract Amount</b>	\$51,680		

<b>Contract #</b> Admin will assign	15693
<b>Type of Contract</b>	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input checked="" type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Joleen Stinson	<b>Name</b>	Jason Fleener
<b>Phone #</b>	608.422.0657	<b>Phone #</b>	608.220.9023
<b>Email</b>	stinson.joleen@danecounty.gov	<b>Email</b>	Jason.fleener@wisconsin.gov
<b>Purchasing Officer</b>			

<b>Purchasing Authority</b>	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

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

Budget Amendment	
<input type="checkbox"/>	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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input checked="" type="checkbox"/> Contract does not exceed \$100,000	<b>Res #</b>	268
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2025.01.06 10:03:00 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 1/6/25	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, January 6, 2025 1:19 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15693  
**Attachments:** 15693.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 1/6/2025 2:11 PM	Approve: 1/6/2025 2:11 PM
	Rogan, Megan	Read: 1/6/2025 2:03 PM	Approve: 1/6/2025 2:04 PM
	Gault, David	Read: 1/6/2025 3:31 PM	Approve: 1/6/2025 3:33 PM
	Cotillier, Joshua		Approve: 1/7/2025 2:49 PM
	Stavn, Stephanie	Read: 1/6/2025 2:49 PM	
	Oby, Joe		

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

Contract #15693

Department: Land & Water Resources

Vendor: WI Dept of Natural Resources

Contract Description: Accept Waterfowl Stamp Grant for restorative projects at Falk Wells Sugar River Wildlife Area (Res 268)

Contract Term: 7/1/24 – 6/30/26

Contract Amount: \$51,680.00

Thanks much,  
Michelle

*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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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**2024 RES-268**

**AUTHORIZING ACCEPTANCE OF A GRANT FROM THE  
WI DEPARTMENT OF NATURAL RESOURCES  
WATERFOWL STAMP GRANT PROGRAM**

Dane County Parks has secured a Wisconsin Department of Natural Resources (DNR) Waterfowl Stamp grant award to restore wetlands and adjacent uplands in the Walking Iron Wildlife Area and the Falk Wells Sugar River Wildlife Area to improve waterfowl habitat. The required match for the grants will be in-kind services provided by Dane County Parks.

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Board of Supervisors and the Dane County Executive hereby accept \$51,680 from the DNR Waterfowl Stamp Grant Program.

**BE IT FURTHER RESOLVED** that the Land & Waters Resources Director, Dane County Parks Director and the Botanist/Naturalist are authorized to execute documents necessary to submit grant reports and reimbursement requests to the DNR and the County Executive is authorized to sign the grant agreement.

**BE IT FINALLY RESOLVED** that revenue account CPLWRESC 81707 Waterfowl Stamp Grant shall be increased by \$51,680. Expense account CPLWRESC 58712 Sugar River NRA Development shall be increased by \$51,680. All Funds shall be carried forward until realized and expended.

# COOPERATIVE AGREEMENT

BETWEEN THE  
STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

AND  
DANE COUNTY PARKS

## I. PURPOSE

This Cooperative Agreement between the State of Wisconsin, Department of Natural Resources (WDNR), and Dane County Parks (Sponsor) entered into under the authority of Wisconsin s.23.09(2)(h) stats. is intended to provide funding solely for completion of the project as outlined in the project proposal application, attached hereto and incorporated herein as Exhibit A.

## II. DESCRIPTION OF PROJECT

The Sponsor shall complete the following project to the satisfaction of WDNR:

### **DANE COUNTY PARKS WETLAND RESTORATIONS**

Project sites will be at the Walking Iron Wildlife Area (WIWA) and Falk Wells Sugar River Wildlife Area (FWSRWA) in Dane County. At WIWA hydrology will be restored through ditch fills and breaking any tiles located on site. Scrapes will be created by removing sediment deposits from low areas in the fields and using material for ditch fills or spreading on uplands. At FWSRWA an embankment with a water control structure will be built that will create a 10 acre pool area. Material for the embankment will come from scrapes located in the pool area that will provide microtopography and hold water during times when the larger pool area may dry up. The water control structure will provide moist soil management capabilities and improve the ability to control invasive species such as hybrid cattail. Five acres of upland will be seeded with a diverse native prairie mix. An additional five acres of upland will be seeded with a cool season mix.

### **Project Cost Estimates (proposed)**

Wetland habitat management costs, include, but are not limited to excavating, surveying, permitting, seeding, berm construction, brush removal, and herbicide application:

	<u>\$97,242</u>
<b>Total Cost</b>	<b>\$97,242</b>
<b>Wisconsin Waterfowl Stamp Funding Contribution (WDNR)</b>	<b>\$51,680</b>

## III. SCOPE OF WORK

A. Sponsor shall:

1. Perform and direct implementation of the above described project.

2. Submit annual or final progress reports due by **July 15 of each year**, which will provide a final accounting of all project expenses, details of the work accomplished, and maps delineating the areas impacted by all completed projects with legal descriptions or lat/long coordinates.

B. WDNR shall:

1. Provide up to, but not more than **\$51,680** of Waterfowl Stamp funds as reimbursement to the Sponsor. The Sponsor may use these funds only as reimbursement for costs incurred during the described project period.

#### **IV. PERIOD OF PERFORMANCE**

The funding will be made available on **July 1, 2024** and the project shall be completed on or before **June 30, 2026**. WDNR agrees to provide reimbursement of agreed upon project costs to the Sponsor upon receipt of invoices. Records for WDNR inspection shall be maintained by the Sponsor for at least three years after the performance period. Records shall be made and maintained in accordance with generally accepted accounting practices which show that all expenditures of this money were for the work described in this Cooperative Agreement. This agreement is effective upon signing by both parties and execution and remains in effect for five years after completion of the project. It may be terminated upon 24 hours written notice by WDNR when WDNR deems such termination as necessary.

#### **V. PARTY REPRESENTATIVES**

The representatives of the parties who shall serve as project coordinators and principle contacts for the purposes of this Agreement are:

WDNR: Jason Fleener, Wetland Wildlife Habitat Specialist  
WDNR  
101 S Webster St. (WM/6)  
P.O. Box 7921  
Madison, WI 53707

Sponsor: Joleen Stinson, Director  
Dane County Parks  
4318 Robertson Rd  
Madison, WI 53714

#### **VI. INDEPENDENT CONTRACTOR**

The Sponsor is an independent contractor for all intents and purposes, including worker's compensation, and is not an employee or agent of WDNR. WDNR shall have access to the project site to monitor progress and compliance with this agreement.

#### **VII. PAYMENT**

WDNR shall provide payment to the Sponsor upon completion of the following to the satisfaction of WDNR: (a) payment request has been made by the Sponsor along with a report detailing expenditures and

accomplishments, (b) the Sponsor has provided WDNR with copies of invoices, bills, cancelled checks and other documents which specify expenditures on the project, (c) verification by WDNR that the project has been satisfactorily completed, and (d) evidence of contractor payment has been received, if applicable. The Sponsor shall forfeit or repay funds where expenditures have not been documented.

#### **VIII. INCONSISTENT USES**

The Sponsor shall ensure that the project site is not converted to any uses inconsistent with this project for at least five years after the project is completed, unless approved in writing by WDNR. The Sponsor shall also ensure that no game farm, shooting preserve, deer farm, fur farm, stocking permit, dog trial permit or dog training permits shall be issued for the project site for at least five years after the project is completed.

#### **IX. ENTIRE AGREEMENT**

This agreement together with any referenced parts and attachments shall constitute the entire agreement and previous communications or agreements are hereby superseded. Any revision, including cost adjustments and time extensions, may only be made by a written amendment to this contract signed by both parties prior to the ending date of the performance period. The Sponsor may not assign, contract, or transfer any responsibility under this agreement without the written approval of WDNR. WDNR's obligations under this agreement are contingent upon legislative appropriation of the required funds.

#### **X. VIOLATION**

In the event that the Sponsor violates any provision of this agreement, WDNR may notify the Sponsor in writing of such violation. If the Sponsor does not correct said violation within 30 days of such notification, the Sponsor shall repay the full amount provided under III.B. plus any interest that may have accrued, minus amounts properly spent. WDNR may waive full or partial reimbursement if the violation is no fault of the Sponsor. If the Sponsor dissolves during the performance period, WDNR is entitled to the full amount provided under III.B. plus interest, minus amounts properly spent, from the Sponsor's funds or liquidation of the Sponsor's assets.

#### **XI. LIABILITY**

It is mutually agreed that WDNR and the Sponsor will be prepared to answer and defend only that responsibility and resultant legal liability, involving personal injury or property damage, which is based upon or arises from their respective negligent acts or omissions which may occur in connection with this agreement.

#### **XII. INSURANCE RESPONSIBILITY**

The contractor performing services for the State of Wisconsin shall maintain, during the term of this agreement, worker's compensation insurance as required by Wisconsin Statute for all employees engaged in the work, and public liability and property damage insurance against any claims which might occur in carrying out this agreement.

#### **XIII. NONDISCRIMINATION**

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, handicap, sex,

physical condition, developmental ability as defined in section 51.01(5), Wis. State., 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. Failure to comply with the conditions of this clause may result in termination of the agreement.

#### **XIV. AFFIRMATIVE ACTION**

If this contract is for an amount of **twenty-five thousand (\$50,000)** 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 this contract, or withholding of payment.

#### **XV. APPLICABLE LAW**

This agreement shall be governed by the laws of the State of Wisconsin. The Sponsor shall at all times comply with all applicable federal, state, and local laws, ordinances, and regulations in effect during the period of the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

BY: \_\_\_\_\_  
Steven Little, Deputy Secretary  
Department of Natural Resources  
P.O. Box 7921  
Madison, WI 53707

DATE: \_\_\_\_\_

DANE COUNTY PARKS

BY: \_\_\_\_\_  
Melissa Agard, Executive  
Dane County  
210 Martin Luther King Jr Blvd  
Madison, WI 53703

DATE: \_\_\_\_\_

This instrument was drafted by the Wisconsin Department of Natural Resources.