

Dane County Contract Cover Sheet

Res 305

Revised 01/2023

Dept./Division	LWRD / PARKS		
Vendor Name	WI DNR	MUNIS #	3457
Brief Contract Title/Description	Cooperative agreement for a Pheasant Stamp grant to provide habitat restoration for wildlife at several county owned properties.		
Contract Term	5 Years after signing		
Contract Amount	\$46,500		

Contract # Admin will assign	15308
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input checked="" 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 type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Joleen Stinson	Name	Sara Comstock
Phone #	608-422-0657	Phone #	608-220-9028
Email	stinson.joleen@countyofdane.com	Email	sara.comstock@wisconsin.gov
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

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

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	305
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<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: 2024.01.12 12:36:32 -06'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 1/17/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, January 23, 2024 2:32 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15308
Attachments: 15308.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 1/23/2024 3:06 PM	Approve: 1/23/2024 3:06 PM
	Rogan, Megan	Read: 1/23/2024 2:44 PM	Approve: 1/23/2024 2:44 PM
	Gault, David	Read: 1/23/2024 2:37 PM	Approve: 1/23/2024 2:39 PM
	Stavn, Stephanie	Read: 1/23/2024 3:37 PM	
	Oby, Joe		

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

Contract #15308

Department: Land & Water Resources

Vendor: WI Dept of Natural Resources

Contract Description: Cooperative Agreement for to accept Pheasant Stamp Grant for habitat improvements (Res 305)

Contract Term: 9/7/23 – 2/1/2029

Contract Amount: \$46,500.00

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.

2023 RES - 305

ACCEPTANCE OF A WDNR PHEASANT STAMP GRANT FOR HABITAT IMPROVEMENTS

The Land & Water Resources Department has secured a \$46,500 grant from the Wisconsin Department of Natural Resources (WDNR) Pheasant Stamp Grant program. The purpose of the grant is to restore and maintain prairie on several Dane County Park properties to increase habitat quality for pheasants and other wildlife species.

THEREFORE, BE IT RESOLVED, that the County Board of Supervisors and the Dane County Executive hereby accept the \$46,500 in grant funds from the WDNR.

BE IT FURTHER RESOLVED, that that the Dane County Parks Director and his or her designee are authorized to execute documents necessary to submit grant reports and reimbursement requests to the WDNR.

BE IT FINALLY RESOLVED, that new revenue account LWRPKOP "Pheasant Stamp Grant" be established for \$46,500. Account LWRPKOP 10079 LTE-Land Management shall be increased \$42,731 and LWRPKOP 10108 Social Security Expense shall be increased \$3,269. All Funds shall be carried forward until realized and expended.

COOPERATIVE AGREEMENT

between the

State of Wisconsin Department of Natural Resources (WDNR)

and

Dane County Parks (SPONSOR)

I. Purpose

This Cooperative Agreement between the **State of Wisconsin Department of Natural Resources (WDNR)** and **Dane County Parks (Sponsor)**, entered into under authority of Wisconsin Statutes s. 23.09(2)(h), is intended to provide funding solely for completion of the project described herein. Monies are to be spent only as outlined in the project proposal application form as approved by WDNR, attached here to and incorporated herein as Exhibit A.

II. Description of Project or Work Products

The Sponsor shall provide the following to the satisfaction of WDNR, including the purchase of any equipment listed here, to complete the work.

Dane County Parks

Dane County Parks will work to maintain and restore a goal of 600 acres of prairies.

The first project will occur at a County owned property, Walking Iron Wildlife Area. This property is an oasis of wildlife habitat in a sea of row crop agriculture. This property is open to public hunting and is stocked with pheasants on a regular basis and is known to produce wild broods as well. This project will enhance current habitat that was previously funded by the Wisconsin Pheasant Stamp and Pheasants Forever. 85 acres of new habitat will be created by converting row crop agriculture to a diverse resilient Prairie habitat, ideal pheasant habitat.

The second project will be at Halfway Prairie Wildlife Area, where 36.5 acres of row crops will be converted to diverse prairie. Lastly a project at Cherokee Marsh Wildlife area will be planted to 8 acres diverse prairie also. We are requesting funds for these projects for the purchase of prairie seed and a Limited Term Employee. This employee along with a Dane County funded project position, will be integral in enhancing and maintaining an additional 471 acres by mowing, inter-seeding, prescribed fire, or invasive species control at these sites or already converted sites of Mud Lake, Dorn Creek or Falk Wells Wildlife Area's. Dane County Parks also has robust volunteer seed collection program. Volunteers and staff will collect, hammer and clean prairie seed that we will use as matching funds for this project.

Anticipated additional cost-sharing organizations:

Dane County Native Seed	\$64,000
Dane County Project Position	\$29,000
Operation Fresh Star (two months)	\$20,000
USFWS Partners Program Native Seed	\$10,000

III. Scope of Work

- A. The Sponsor shall perform and direct implementation of the above described project. The Sponsor shall submit quarterly progress reports using the template that will be provided. The Sponsor shall submit quarterly invoices at a minimum of one invoice per quarter, but more frequent invoices are also acceptable. When sending a reimbursement request, the Sponsor must send documentation of the cost and expenditures of the project, such as copies of invoices, bills, canceled checks, etc.

The quarterly report and invoice dates are due:

- **October 15, 2023/2024,**
 - **January 15, 2024/2025,**
 - **April 15, 2024/2025,**
 - **June 30, 2024/2025** for invoices and **July 15, 2024/2025** for quarterly reports
- B. WDNR shall provide up to, but not more than, **\$46,500** of Pheasant Stamp funds as reimbursement to the Sponsor. The Sponsor may use these funds only as reimbursement for costs incurred during the above described project.

IV. Period of Performance and Contract

The money will be made available on **September 7, 2023** and the project shall be completed and **all final invoices will be submitted** to the WDNR Stamp Team, on or before **June 30, 2025**. WDNR agrees to provide reimbursement of agreed upon project costs to the Sponsor upon receipt of invoice. Records for WDNR inspection shall be maintained by the Sponsor for at least 3 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 and execution and remains in effect for 5 years after completion of the project. It may be terminated upon 24 hours written notice by WDNR when WDNR deems such termination necessary. Equipment purchased under this agreement shall be used only for practices consistent with this project unless approved by WDNR. Equipment purchased under this agreement shall be returned to WDNR or disposed of as directed by WDNR within 5 years of completion of the project unless used for habitat management identified in this contract if extended.

V. Party Representatives

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

WDNR: Stamp Team
Wisconsin Department of Natural Resources
101 S Webster Street (P.O. Box 7921) (WM/6)
Madison, WI 53707
DNRStampReport@wisconsin.gov

Sponsor: Dane County Parks
c/o Shane Otto
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 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, canceled checks and other documents which document the costs of and expenditures of the project; (c) verification by WDNR that project has been satisfactorily completed; and (d) evidence of contractor payment has been received if applicable. The Sponsor shall forfeit or repay funds where costs and 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 5 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 5 years after the project is completed.

IX. Workers Compensation

The Sponsor shall maintain during the performance period of this agreement workers compensation insurance as required by Wisconsin Statutes Ch. 102, for all employees engaged in work pursuant to this agreement.

X. 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.

XI. 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 due to 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.

XII. Liability

Each party agrees that, as related to this interagency contract (Cooperative Agreement), any loss or expense (including costs and attorney fees) by reason of liability imposed by law will be charged to the agency (Dane County Parks) responsible for the officer, employee, or agent whose activity caused the loss or expense.

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 Wisconsin Statutes s. 51.01(5), 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 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 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.

XVI. Sponsor's Authorization

Attached hereto and incorporated herein as Exhibit B is a resolution passed by the Sponsor's governing body authorizing implementation of this project and designating **Shane Otto** as the Sponsor's representative, authorized to enter in to this agreement on behalf of the Sponsor.

XVII. Other Conditions

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____

Adam Payne, Secretary
Department of Natural Resources
P.O. Box 7921
Madison, WI 53707-7921

Date

DANE COUNTY PARKS

By: _____

Joe Parisi, Dane County Executive

Date

Address: (If different than in V)

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