

Dane County Contract Cover Sheet

RES 114
Significant

Dept./Division	Administration
Vendor Name	Badger Prairie Needs Network
Vendor MUNIS #	24908
Brief Contract Title/Description	Establish and operate a drop site for refrigerated & frozen foods during COVID-19 pandemic
Contract Term	7/1/20 - 12/31/20
Total Contract Amount	\$ 320,887

Contract # <small>Admin will assign</small>	14050
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input checked="" type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.				
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.				
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			Res #	114
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			Year	2020

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	6/25/20		
CH	Controller		6/25/20	approval via email
CAC	Purchasing		6/25/20	approval via email
DG	Corporation Counsel		6/25/20	approval via email
DL	Risk Management		6/25/20	approval via email
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Chuck Hicklin	Name	
Phone #		Phone #	
Email		Email	
Address		Address	

Certification:	
The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	
	Charles Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	6/25/20
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	6/25/20
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, June 25, 2020 8:03 AM
To: Hicklin, Charles; Clow, Carolyn; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie
Subject: Contract #14050
Attachments: 14050.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/25/2020 9:16 AM	Approve: 6/25/2020 9:16 AM
	Clow, Carolyn		Approve: 6/25/2020 11:14 AM
	Gault, David	Read: 6/25/2020 8:37 AM	Approve: 6/25/2020 10:19 AM
	Lowndes, Daniel		Approve: 6/25/2020 8:09 AM
	Stavn, Stephanie	Read: 6/25/2020 9:54 AM	

Contract #14050

Department: Administration

Vendor: Badger Prairie Needs Network

Contract Description: Contract to Expand Cold Storage Capacity at Badger Prairie Needs Network (Res 114)

Contract Term: 7/1/20 – 12/31/20

Contract Amount: \$320,887

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

Michelle Goldade

Administrative Assistant II

Dane County Department of Administration

Room 362, 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

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2020 RES-114

**APPROVING A CONTRACT TO EXPAND COLD
STORAGE CAPACITY AT THE BADGER PRAIRIE NEEDS NETWORK
FACILITY**

The economic disruption caused by the COVID-19 pandemic has created a significant increase in the need for food distribution due to households in Dane County. The County has partnered with Second Harvest Food Bank to facilitate the purchase of additional food supplies to be distributed to local food pantries to address this need. The expanded need has also revealed some inadequacies in the local distribution network, especially for refrigerated and frozen foods.

The Badger Prairie Needs Network (BPNN) facility in Verona is a critical link in that network. BPNN indicates that they are prepared to contract for a 1,000 square foot expansion of their cold storage capacity at the current facility, and serve as a drop-site for food banks, such as Second Harvest, as part of their distribution efforts. They have observed a 500% increase in the number or requests for food assistance and an over 100% increase in the number of households served.

The cost of the project is estimated at \$320,887.

THEREFORE BE IT RESOLVED that as part of its COVID-19 Food Program, the County Board approves the agreement between Dane County and the Badger Prairie Needs Network for purposes of expanding the cold storage capacity at its facility and to serve as a drop site for cold foods and that the County Executive and County Clerk are authorized to execute the agreement, and

BE IT FURTHER RESOLVEDD that account ADMADM NEW “Badger Needs Network COVID Expense” be created with a budgeted amount of \$320,887 and account ADADM 80002 “CARES ACT REVENUE” be increased by \$320,887, and

BE IT FINALLY RESOLVED that the Controller’s Office is authorized to issue the payments provided for in the agreement.

DANE COUNTY CONTRACT # 14050



of Pages Including Schedules:

Expiration Date: December 31, 2020

Authority: Res. # , 20-21

Department: ADMINISTRATION

Maximum Cost: \$ 320,887

Registered Agent: Ryan Smith

Registered Agent Address: 1200 E. Verona Avenue,
Verona, WI 53593

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Badger Prairie Needs Network, Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is Department of Administration, 210 Martin Luther King, Jr. Blvd, Room 425, Madison, WI 53703 desires to purchase services from PROVIDER for the purpose of establishing and operating a drop site for refrigerated and frozen foods in southwest Dane County that will facilitate the distribution of temperature controlled food to pantries during the COVID-19 pandemic, and increase PROVIDER's capacity to serve Dane County's residents;

WHEREAS PROVIDER, whose address is 1200 E. Verona Avenue, Verona, WI 53593 is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

A. PROVIDER agrees to provide the services detailed on the attached Schedule A, which is fully incorporated herein by reference.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood

that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE:

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess

Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane

County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing.”

XIII. MISCELLANEOUS:

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Marcia Kasieto

Marcia Kasieto
Executive Director

6-24-20

Date Signed

Date Signed

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

I. Services.

1. PROVIDER agrees to establish and operate a drop-site for refrigerated and frozen foods in southwest Dane County that will facilitate the distribution of temperature controlled food to pantries during the COVID-19 pandemic (“Drop-Site”). PROVIDER shall establish and operate the drop-site in accordance with the following:

a) PROVIDER shall procure the necessary equipment in order to provide 1,000 sq. ft of additional cooler/freezer capacity to temporarily store food items that require refrigeration, such as meats, dairy products and produce (“Equipment”).

b) The Equipment will be installed at the Badger Prairie Needs Network (BPNN) facility located in the Town of Verona at 1200 E. Verona Avenue, Verona, WI 53593, within sixty (60) days from the effective date of this Agreement.

c) The BPNN facility shall serve as the location for the Drop-Site for temperature controlled food items that will ultimately be sent to Dane County food pantries. The Drop-Site shall begin operations no later than October 1, 2020.

d) PROVIDER shall operate the Drop-Site and store food items in accordance with all applicable federal, state and local safety regulations.

e) PROVIDER agrees that due to the COVID-19 pandemic, food banks and food pantries are facing unprecedented demand and have received a substantial increase in food items to meet the demand. Accordingly, PROVIDER shall ensure that the Drop-Site is reasonably accessible and available to Second Harvest of Southern Wisconsin, Inc., the Community Action Coalition, and any other food bank looking to serve the Dane County area. PROVIDER agrees to work cooperatively with food banks so that they can store food items at the Drop-Site as readily as possible.

f) PROVIDER shall not charge a fee or require any type of payment related to the storage of food items at the Drop-Site.

2. PROVIDER further agrees to eliminate its service area boundaries when distributing food items to vulnerable Dane County residents.

II. Additional Provider Responsibilities. PROVIDER agrees that all Services provided under this Agreement shall be in furtherance of ensuring access to food items by distributing such items throughout Dane County and by providing temperature-controlled storage for donated meats, dairy products and produce that shall be ultimately provided to senior citizens, low or no income Dane County residents, and other vulnerable populations impacted by the COVID-19 outbreak. PROVIDER's responsibilities shall also include the following:

A. Equipment. As set forth above, PROVIDER shall procure and install the necessary Equipment in order to establish the Drop-Site at BPNN. PROVIDER's use of the BPNN facility is governed by a separate lease between the parties, attached hereto as Schedule D and incorporated herein as part of the Agreement ("Lease"). If the Lease expires or is terminated during the Term of the Agreement, PROVIDER agrees, at its own expense, to remove the equipment and restore the facility to its prior condition, ordinary wear and tear excepted, before vacating or sell it to the COUNTY for \$1.00.

B. Permits. PROVIDER agrees to be responsible for securing any necessary permits, CUPs, or other zoning approvals that are necessary in order to establish and operate a drop-site for refrigerated and frozen foods at the BPNN facility.

C. Records. All records created or associated with this Agreement shall be maintained for a period of not less than seven (7) years after all matters pertaining to this Agreement are resolved or completed.

D. Cooperation. PROVIDER understands and agrees that the Funding provided under this Agreement is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, and can only be used to respond to the COVID-19 public health emergency ("Emergency"). PROVIDER agrees to cooperate with COUNTY to the fullest extent possible in order to demonstrate that the Services provided under this Agreement were performed as a result of the Emergency. Such cooperation includes, but is not limited, to furnishing records, providing information when necessary, and making PROVIDER's officers and employees reasonably available to answer any inquiries.

E. Time. PROVIDER shall commence and complete its obligations under this Agreement in a sound, economical and efficient manner in accordance with this Agreement and all applicable laws.

SCHEDULE B

Pricing Structure and Payment

I. Funding

- a. COUNTY has made available a total of \$320,887 to fund the Services that PROVIDER will undertake under this Agreement ("Funding").
- b. Within ten (10) days after PROVIDER obtains all necessary permits and/or approvals related to the installation of the equipment necessary to establish a drop-site, PROVIDER shall invoice COUNTY for 50% of the Funding (\$160,443.50).
- c. Within ten (10) days after PROVIDER completes any necessary construction related to the installation of the equipment to establish a drop-site, PROVIDER shall invoice the COUNTY for the remaining 50% of the Funding (\$160,443.50).
- d. COUNTY shall remit payment within fourteen (14) days from the receipt of any invoice.

II. Unused Funds

- a. Upon the expiration of this Agreement, the PROVIDER shall transfer to the COUNTY any funds on hand at the time of expiration and any accounts receivable attributable to the use of funds.

III. Audit

- a. PROVIDER may be required to submit to an audit of the Funding used to provide the Services and all related expenses.
- b. PROVIDER shall make all books, accounting records and other documents available at all reasonable times during the term of this Agreement and for a period of one (1) year from the expiration of this Agreement.

SCHEDULE C

Reports

No later than thirty (30) days after the end of the Term, PROVIDER shall provide the following report to the COUNTY:

- I. Expenses. PROVIDER shall provide a listing of the expenses and costs associated with the installation of the Equipment procured in order to establish a drop-site for donated frozen and refrigerated food items.
- II. Services. PROVIDER shall provide the following information:
 - a. An estimate of the number of food items that were temporarily stored at the drop-site during the Term of the Agreement
 - b. A listing of the Dane County food banks that utilized the drop-site.
 - c. An estimate of the number of individuals served as a result of BPNN's service area being expanded.

SCHEDULE D

(LEASE)