

# Dane County Contract Cover Sheet

Revised 01/2022

RES 437  
Significant

<b>Dept./Division</b>	Admin/Controller		
<b>Vendor Name</b>	Second Harvest Food Bank	<b>MUNIS #</b>	11356
<b>Brief Contract Title/Description</b>	Extend ARP Funded Food Purchases August-December 2022		
<b>Contract Term</b>	8/1/22 - 12/31/22		
<b>Contract Amount</b>	\$2,750,000.00		

<b>Contract #</b> Admin will assign	14324B
<b>Type of Contract</b>	
<input checked="" 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 type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
<b>Name</b>	Chuck Hicklin	<b>Name</b>	Mike Wilson
<b>Phone #</b>	608-469-8936	<b>Phone #</b>	608-216-7215
<b>Email</b>	hicklin@countyofdane.com	<b>Email</b>	mikew@shfbmadison.org
<b>Purchasing Officer</b>	N/A		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required) <span style="float:right">RFB/RFP #</span>
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b> ADMADM	<b>Obj:</b> 22325	<b>Proj:</b>	
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

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 Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	437
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – 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: Carlos	<input type="checkbox"/> Non-standard Contract

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Hicklin, Charles	<small>Digitally signed by Hicklin, Charles Date: 2022.04.21 09:28:45 -05'00'</small>

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
<i>Greg Brockmeyer</i>	<i>Carlos Pabellon</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 4/20/22	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, April 21, 2022 9:40 AM  
**To:** Hicklin, Charles; Pabellon, Carlos; Patten (Purchasing), Peter; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14324B  
**Attachments:** 14324B.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 4/21/2022 9:40 AM	Approve: 4/21/2022 9:40 AM
	Pabellon, Carlos	Read: 4/21/2022 9:40 AM	Approve: 4/21/2022 12:42 PM
	Patten (Purchasing), Peter		Approve: 4/22/2022 8:37 AM
	Lowndes, Daniel	Read: 4/21/2022 9:58 AM	Approve: 4/21/2022 9:58 AM
	Stavn, Stephanie	Read: 4/21/2022 1:36 PM	
	Oby, Joe		

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

Contract #14324B  
Department: Administration/Controller  
Vendor: Second Harvest Food Bank  
Contract Description: Extend food bank purchases using American Relief Plan Funds (Res 437)  
Contract Term: 8/1/22 – 12/31/22  
Contract Amount: \$2,750,000.00

### *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 in accordance with COVID 19 response guidelines.

1  
2  
3 **2021 RES-437**

4 **APPROVING ADDENDUM #2 TO CONTRACT #14324 WITH SECOND HARVEST**  
5 **FOOD BANK TO PURCHASE AND DISTRIBUTE FOOD TO DANE COUNTY FOOD**  
6 **PANTRIES TO ADDRESS FOOD INSECURITY RESULTING FROM THE COVID-19**  
7 **PANDEMIC**  
8

9 Demand at Dane County food pantries has increased dramatically due to the economic  
10 devastation caused by the COVID-19 pandemic. In addition, the inflationary pressures  
11 in the current economy have resulted in higher food costs for community food pantries  
12 and for Dane County Households. To help address these inflationary pressures, Dane  
13 County and Second Harvest have agreed to expand and extend the food aid program in  
14 2022.

15  
16 In 2021, the County Board approved a food program to supplement the resources  
17 available to supply food pantries. The COVID Relief Fund provides the county with the  
18 funding to supply the pantries. The County Board approved contract #14324 with  
19 Second Harvest Food Bank to provide \$833,333 per month for the months August 2021  
20 through July 2022 for the purchase of food and distribution to local food pantries. The  
21 County Board subsequently approved Addendum #1 to the contract to provide  
22 \$333,333.33 per month for August-October 2022. This addendum #2 will provide an  
23 additional \$416,666.67 per month in August-October and \$750,000 per month for  
24 November and December 2022.

25  
26 THEREFORE BE IT RESOLVED that, the County Board does hereby approve contract  
27 addendum #2 to contract 14324 with Second Harvest Food Bank in the amount of \$2.75  
28 million and that the County Executive and County Clerk are authorized to execute the  
29 addendum, and  
30

31 BE IT FURTHER RESOLVED that, accounts in the 2022 operating budget be adjusted  
32 as follows:

33  
34 ADMADM 22325 "Second Harvest-ARP" \$2,750,000  
35 ADMADM 21873 "Pandemic Response" (\$2,750,000)  
36

37 BE IT FINALLY RESOLVED that the Department of Administration is hereby authorized  
38 to manage the program and the Controller's Office is authorized to issue checks for  
39 payment of invoices under this contract.  
40



# DANE COUNTY CONTRACT

## ADDENDUM # 14324B

Revised 01/2022

**THIS SECOND ADDENDUM**, is made and entered into by and between the County of Dane (hereinafter referred to as "County") and Second Harvest Foodbank of Southern Wisconsin, Inc. (hereinafter, "Provider") and is effective as of the date by which both parties hereto have executed this document.

### WITNESSETH:

**WHEREAS** Provider and County, by a separate document (hereinafter, the "Master Agreement"), Dane County Contract # 14324, have previously entered into a contractual relationship pursuant to which Provider supplied, warehoused and distributed food to pantries that have been depleted because of the COVID-19 public health emergency so that they can serve vulnerable populations in Dane County, and

**WHEREAS** County and Provider amended Contract #14324 to extend the term to October 31, 2022 including payments of \$333,333 per month for August, September and October, 2022, and

**WHEREAS** County and Provider wish to further amend the Master Agreement in order to extend the Term and increase the amount of funding available by an additional \$2,750,000;

**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 hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This Second Addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this Second Addendum.
2. The Master Agreement, and any amendment or addendum to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, the Master Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of

business. This term does not apply to the service of notices under the Master Agreement, or any subsequent amendment or addendum.

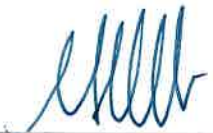
3. The Term of the Master Agreement is extended through December 31, 2022.

4. Schedule B, II. d. shall be replaced to read as follows:


COUNTY has made available an additional \$3,750,000 ("Additional Funding") to fund Services that PROVIDER will undertake under this Agreement for the months of August 2022 through December 2022. During such months, PROVIDER shall invoice COUNTY for the cost of the Services in an amount not to exceed \$750,000 at the start of each month.

**IN WITNESS WHEREOF**, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

**FOR PROVIDER:**

  
\_\_\_\_\_  
Michelle Orge  
President/CEO  
Second Harvest Foodbank of Southern Wisconsin, Inc.

4/14/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael Wilson  
CFO  
Second Harvest Foodbank of Southern Wisconsin, Inc.

4/14/2022  
\_\_\_\_\_  
Date

\*\*\*

**FOR COUNTY:**

\_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

\_\_\_\_\_  
Date