

Dane County Contract Cover Sheet

Revised 01/2023

Res 127
significant

Dept./Division	Land & Water Resources Dept		
Vendor Name	University of Wisconsin System	MUNIS #	8290
Brief Contract Title/Description	Contract with University of Wisconsin-Madison Soil Science Department to establish a demonstration farm network in Dane County.		
Contract Term	9/1/2023 - 9/30/2027		
Contract Amount	\$200,000.00		

Contract # Admin will assign	15218
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	Ian Herfel	Name	Nick Fucinato
Phone #	224-3757	Phone #	
Email	herfel.ian@countyofdane.com	Email	nick.fucinato@rsp.wisc.edu
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 #	127
	<input checked="" 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: 2023.10.04 09:38:38 -05'00'

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 10/4/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, October 6, 2023 12:13 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15218
Attachments: 15218.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/6/2023 12:14 PM	Approve: 10/6/2023 12:14 PM
	Rogan, Megan	Read: 10/6/2023 12:57 PM	Approve: 10/6/2023 12:57 PM
	Gault, David	Read: 10/6/2023 12:21 PM	Approve: 10/6/2023 12:24 PM
	Lowndes, Daniel	Read: 10/6/2023 12:15 PM	Approve: 10/6/2023 12:16 PM
	Stavn, Stephanie		
	Oby, Joe		

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

Contract #15218

Department: Land & Water Resources

Vendor: University of Wisconsin-Madison Soil Science Department

Contract Description: Contract to establish a demonstration farm network in Dane County (Res 127)

Contract Term: 9/1/23 – 9/30/27

Contract Amount: \$200,000.00

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.

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2023 RES-127

**AUTHORIZING A CONTRACT WITH UNIVERSITY OF WISCONSIN – MADISON SOIL
SCIENCE DEPARTMENT FOR DEMONSTRATION FARM RESEARCH**

In 2022, the Land & Water Resources Department (LWRD) secured a \$1,000,000 cooperative agreement (2022 RES-173) through the United States Department of Agriculture – Natural Resources Conservation Service (NRCS) to establish a demonstration farm network in Dane County. The cooperative agreement includes \$200,000 for two graduate students to assist with on-farm research at demonstration farms through September 30, 2027.

The contract includes \$50,000 annually for a total of \$200,000 to cover stipends and tuition for two graduate students to conduct agricultural research at farms participating in the Dane County demonstration farm network. The contract will run from September 2023 through September 2027. Dane County will be reimbursed the costs associated with the graduate students through the cooperative agreement with NRCS.

NOW, THEREFORE, BE IT RESOLVED, that the Intergovernmental contract be awarded to the University of Wisconsin – Madison, Soil Science Department in the amount of \$200,000 for the period of September 2023 through September 2027.

BE IT FINALLY RESOLVED, that the County Executive and the County Clerk be authorized and directed to sign the Contract.

DANE COUNTY CONTRACT # 15218

Revised 07/2023



Department: Land and Water
UW: University of Wisconsin
Expiration Date: 9/30/2027
Maximum Cost: \$200,000

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and the Board of Regents of the University of Wisconsin System, on behalf of the University of Wisconsin-Madison's Department of Soil Science (hereafter, "UW"),

WITNESSETH:

WHEREAS COUNTY, whose address is 5201 Fen Oak Drive, Rm 208, Madison, WI 53718, desires to purchase services from UW for the purpose of Dane Demonstration Farm Network research; and

WHEREAS UW, whose address is 21 North Park Street, Suite 6301, Madison, WI 53715, 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 UW 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. UW shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by UW other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of UW 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. UW agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and UW's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. UW 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, UW agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. UW agrees to secure at UW's own expense all personnel necessary to carry out UW'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.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. UW represents that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. UW will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, UW acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that UW and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

UW further acknowledges that UW is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that UW or its staff may experience or incur in connection with providing services. To the extent authorized by law, UW hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. UW understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

III. ASSIGNMENT/TRANSFER:

UW shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service UWs unless otherwise provided herein. Claims for money due or to become due UW 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 UW 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. UW shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of UW to fulfill any of its obligations under this Agreement in a timely manner, or violation by UW 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 UW.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by UW of any State, Federal or local law, or failure by UW to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by UW to carry applicable licenses or certifications as required by law.
 - 3. failure of UW to comply with reporting requirements contained herein.
 - 4. inability of UW 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 UW under this Agreement shall remain owned by UW. UW shall be entitled to receive just and equitable compensation, subject to any penalty, for any work completed on such documents, services, papers, data, products or the like. UW shall provide a copy of all data, products, and the like generated to COUNTY for COUNTY's non-commercial use. Termination shall not be construed as a restriction on UW's right to publish the completed work.
- E. Notwithstanding the above, and to the extent authorized by law, UW shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by UW, and COUNTY may withhold any payments to UW 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 UW under this Agreement.

VI. REPORTS:

UW agrees to make such reports as are required in the attached schedules, 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 UW to comply with the time limits set forth in said schedules 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:

The State of Wisconsin, including the Board of Regents of the University of Wisconsin System, is self-funded for liability (including general, professional, and automobile) under secs. 895.46, 893.82 and 20.505(2)(k) of the Wisconsin Statutes. This protection provides coverage for UW's officers, employees and agents, while in the course and scope of their duties. The State of Wisconsin Liability Program is funded to pay in excess of \$1 million for negligent acts or omissions of its officers, employees, and agents, in accordance with the statutes. Coverage is continuous under the law. UW has no liability insurance policy such that can extend protection to any other persons.

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 UW 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, UW 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). UW 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 UW has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the UW 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. UW 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. UW 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. UWs 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 UW 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 UW's Plan is sufficient.
- B. UW agrees to comply with the COUNTY's civil rights compliance policies and procedures. UW agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the UW. UW agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. UW further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. UW shall post the Equal Opportunity Policy, the name of UW'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. UW 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. UW shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If UW is a government entity having its own compliance plan, UW'S plan shall govern UW's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings
During the term of this Agreement, UW 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 UW 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 UW'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

UW 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

UW 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. 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.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This Agreement, and any amendment or addendum relating 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, this 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 this Agreement.

XX. REGISTERED AGENT:

UW 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.

XXI. DEBARMENT:

By signing this Contract, UW attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if UW is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by UW. UW shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by UW is authentic.

B. This Agreement has no effect until signed by both parties. The submission of this Agreement to UW for examination does not constitute an offer. UW warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and UW, 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 UW:

**Vasanthi
Pillai**

Digitally signed by
Vasanthi Pillai
Date: 2023.10.04 21:50:24
-05'00'

10/04/2023

Vasanthi Pillai
Managing Officer, Research & Sponsored Programs

Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

SCHEDULE A

Scope of Services

1. The UW shall provide the following services:

a. Deliverable A

Graduate student research assistance on various crop management research projects on demonstration farms across Dane County. All research work conducted will follow the farms most current research plan, utilizing standard crop research practices where applicable, under the guidance of the UW. Access to any of the participating farms for research purposes must be granted by the Demo Farms Project Manager prior to site visit. Research on the demonstration farms will be on-going through to April 30, 2027.

i. Date of completion: no later than April, 30, 2027.

b. Deliverable B

Work completed under this agreement by the graduate students must be summarized in quarterly work reports, with a performance report submitted annually.

i. Date of completion for final performance report: no later than September 30, 2027.

c. Deliverable C

Summarize data collected through a. above. Research data will need to be accessible throughout the project timeline in order for the COUNTY to provide data for outreach purposes at field days, tours, and for case studies and other outreach materials.

i. Date of completion for final data analysis: June 30, 2027.

d. Deliverable D

In addition to other reports required herein, UW shall provide a written summary of its research results under Deliverable C. The COUNTY shall withhold the sum of \$5,000.00 due as payment hereunder until such written summary is received.

i. Date of completion for written summary of research results: no later than September 30, 2027.

2. The timeline summary for completion of work is as follows:

Item	Deadline
Deliverable B	Quarterly
Deliverable A	April 30, 2027
Deliverable C	June 30, 2027
Draft Final Report	August 30, 2027
Final Report in Word and PDF formats and 10 hard copies	September 30, 2027

SCHEDULE B

Pricing Structure and Payment

Invoices/Payment:

UW shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

Funds available through this agreement are to be used for graduate student salary, fringe benefits, and tuition.

Annual Budget = \$50,000

Funds available for four consecutive years totaling \$200,000

Quarterly invoicing shall include a work report completed by the graduate student, including the estimated hours worked. An example work report will be provided to the UW by the COUNTY.

All soil health and forage analysis costs will be paid directly by the COUNTY and is not part of this agreement, with the exception of any hours completed by graduate students to conduct in-house laboratory analysis of collected samples.