

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT UW-Extension	CONTRACT/ADDENDUM #: <div style="text-align: center; font-size: 1.5em; font-weight: bold;">12041</div>																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%; text-align: left;">Contract</th> <th style="width: 70%; text-align: center;">If Addendum, please include original contract number</th> <th style="width: 15%; text-align: right;">Addendum</th> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>August 15, 2014</u> To: <u>October 31, 2014</u>																												
4. Amount of Contract or Addendum 25,000																												
5. Purpose: Accept funds from DNR that will fund subcontract conservation work with farmers to Yahara Pride Farms and for a cover crop on-farm research trial and educational materials.																												
6. Vendor or Funding Source: WI-Department of Natural Resources																												
7. MUNIS Vendor Code: 3457																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>New account</u> Amount \$ <u>25,000</u> Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res. 209</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval: <i>C. Edgar</i>																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<i>MJ</i> Received	_____	<u>7/29/14</u>	_____
<i>at</i> Controller	_____	_____	<u>7-30-14</u>
<i>Kg</i> Corporation Counsel	_____	<u>7/31/14</u>	<u>7/31/14</u>
<i>JM</i> Risk Management	_____	<u>7/31/14</u>	<u>7/31/14</u>
<i>at</i> ADA Coordinator	_____	<u>7/31/14</u>	<u>7/31/14</u>
<i>aw</i> Purchasing Agent	_____	<u>7/29/14</u>	<u>7/29/14</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address WI-DNR
Contact Person Christina Isenring
Phone No. 6082665285
E-mail Address Christina.Isenring@wisconsin.gov

Footnotes:

1. _____
2. _____

Return To: Name/Title: <u>Heidi Johnson</u> Dept.: <u>UW-Extension</u> Phone: <u>608-224-3716</u> Mail Address: <u>5201 Fen Oak Dr.</u> E-mail: <u>johnson.heidi@countyofdane.com</u>
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CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 7-28-14 Signed: [Signature]

Telephone Number: 608-224-3706 Print Name: Carrie Edgar

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

STATE FUNDED CONTRACT FORM: WI-DNR to Dane County UW-Extension

THIS CONTRACT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and Dane County UW-Extension to research cover crops for the Yahara Watershed and educate farmers on their uses and to provide funding to the Yahara Pride organization to promote conservation efforts by farmers in the Yahara Watershed.

FOR AND IN CONSIDERATION of the terms and conditions contained in this contract, the above-named parties agree:

1. **PERIOD OF AGREEMENT:** This contract shall commence upon its signing by both parties and continue until October 31, 2014, during which period all performance as described in this contract shall be fully completed to the satisfaction of the Department.
2. **CANCELLATION:** The Department reserves the right to cancel this contract in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this contract.
3. **ENTIRE CONTRACT; AMENDMENTS:** This contract, together with the specifications in the bid request (if any) and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this contract are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this contract, signed by both parties prior to the ending date of this contract.
4. **ASSIGNMENT:** Neither this contract nor any right or duty in whole or in part by the Contractor under this contract may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this contract or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this contract and be bound by the terms and conditions of this contract. Assignment in whole or in part of this contract does not absolve the Contractor of any liability or obligation expressed and agreed to hereunder.
5. **DESCRIPTION OF WORK:** Dane County UW-Extension agrees to perform the following services to the satisfaction of the Department:

See Attachment A: Yahara Pride Farms Funding Application

6. **AGENCY CONTACTS:** All communications regarding this contract will be made through the designated agency contacts. The designated contacts are:

Contractor - Heidi Johnson, Crops and Soils Educator
Dane County UW-Extension, 5201 Fen Oak Dr., Madison, WI, 53718, 608-224-3716, Johnson.heidi@countyofdane.com

Department - Christina Isenring, Budget and Policy Coordinator
101 S. Webster St, Madison, WI 53707
608-266-5285, Christina.Isenring@wisconsin.gov

7. **PAYMENT:** The Department of Natural Resources agrees to pay Dane County UW-Extension \$25,000 for the work specified in the budget in Attachment A

Billings by Dane County UW-Extension shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to:

Christina Isenring
Department of Natural Resources
Bureau of Watershed Management - WT/3
P.O. Box 7921
Madison, WI 53707

Final invoices must be submitted within 60 days after the end of the contract.

8. **RECORDS; ACCESS:** Dane County UW-Extension shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this contract and a copy of the cost summary submitted to the Department. The Department or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Contractor shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
9. **INDEPENDENT CONTRACTOR:** Dane County UW-Extension is an Independent Contractor for all purposes, including workers' compensation, and is not an employee or agent of the Department.
10. **INDEMNIFICATION:** Each party agrees that, as related to this interagency contract, any loss or expense (including costs and attorney fees) by reason of liability imposed by law, will be charged to the agency responsible for the officer, employee or agent whose activity caused the loss or expense.
11. **NONDISCRIMINATION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., 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. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and

applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Contractor being declared an "ineligible" contractor, termination of the contract or withholding of payment.

- 12. **AFFIRMATIVE ACTION:** If this contract is for an amount of fifty thousand dollars (\$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 fifty 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 the contract or withholding of payment.
- 13. **APPLICABLE LAW:** This contract shall be governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with all federal, state, and local laws, ordinances, and regulations in effect during the period of this contract.
- 14. **PAYMENT TERMS AND INVOICING:** Payment shall be considered timely if the payment is mailed, delivered or transferred by the later of the following:
The date specified on a properly completed invoice for the amount specified in the order or contract, or within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract or within thirty (30) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.

The undersigned, as representatives of their respective agencies, hereto agree to this contract.

DEPARTMENT OF NATURAL RESOURCES

Date _____

By _____
Cathy Stepp, Secretary

Date _____

By _____

Attachment A: Yahara Pride Farms' Continued Conservation Efforts in the Yahara Watershed

Yahara Pride Farms (YPF) is a farmer-led non-profit organization that functions as the agricultural affiliate of the Clean Lakes Alliance, a 501(c)(3) nonprofit organization dedicated to improving water quality in the Yahara River Watershed. YPF works to improve soil and water quality in the Yahara

watershed through agricultural conservation practices. The organization has moved through the early organizational phases of planning and start-up, and is now in the implementation and education phase of its efforts.

On-farm walk overs

YPF will continue conservation efforts July 1 – October 31, 2014 with whole-farm walk-over assessments under its certification program. As part of the analysis, producers will be evaluated in the areas of Field, Land and Streams; Crop and Soil Fertility; and Facilities. Yahara Pride Farm Advisors will tour the operation and follow a step-by-step analysis as developed by UW Discovery Farms and in cooperation with certified crop advisors (CCA's). The analysis will allow the advisor and Yahara Pride Farms Board to make recommendations for enhancements and provide information and guidance to any cost-share programs and requirements. All of the data collected in the whole-farm analysis will be entered into a central database that will allow for tracking and verification of practice installment and resulting Phosphorus reductions.

The YPF Advisors are responsible for consulting with individual farmers in regard to the YPF certification program as well as conservation planning in general, expanding participation in the YPF certification program, and informing farmers as well as the general public about new technology-based best conservation practices available. This is achieved through one-on-one contact, meetings, conferences and field demonstrations.

Cover crop test plot

A cover crop test plot was established in the fall of 2013 by Dane County UWEX and Yahara Pride on a farm in the Yahara watershed to determine the optimal cover crop species based on planting dates for farmers in the region. Crop yield following the cover crop, nutrient sequestration and cover crop costs are being evaluated and shared with farmers to help them make decisions about planting cover crops.

Outreach and Communication

YPF will host a full watershed meeting to present cost-share conservation programs and take signups for acres. Programs include:

- Fall strip tillage
- Vertical manure injection
- Cover crops

Two fall-field demonstration days will be planned to present new technologies in conservation agriculture. The field days will be located in the northeast section of the watershed. The YPF Cover Crop Test plot and will also be available for guided tours.

The Forward Farmer newsletter will be mailed twice during this period to inform and connect with producers on upcoming events. In addition, email, Facebook and Twitter will be utilized to engage farmers, agronomists and local conservationists.

Deliverables - to be completed by October 31st, 2014

Farm certification completed on 8 additional farms (approximately 14,000 acres). Certification report that will include:

- Acres covered
- Fields covered
- 4 year crop Rotations
- Average soil test P
- Overall assessment and recommendations
- Copy of fall conservation cost-share signup form. Fall Conservation Cost-share report will include:
 - Acres signed up for Cover crop
 - Seed type, application method
 - Acres signed up for strip tillage
 - Acres signed up for vertical manure injection
- Copy of Forward Farmer Newsletter
- Copy of Fall Field Demonstration Days marketing materials
- Copy of Cover Crop Test Plot final report – to be completed by Dane County UW-Extension

2014 Budget – All project spending to occur between July 1 and October 31, 2014

Conservation certifications	\$20,000 – given to Yahara Pride
Contract consultants	
Mapping	
Data entry and analysis	
Report materials	
 Cover Crop Test Plot	 \$1500 – retained by Dane County
 Outreach and Communication	
Watershed Meeting	\$1,500 – given to Yahara Pride
Cover Crop Test Plot report	\$1,000 – retained by Dane County
Fall Field Demo Days	\$1,000 – given to Yahara Pride
 2014 Budget total	 \$25,000