Controller, Purchasing, Corp Counsel, Risk Management

Dane County Contract Addendum Cover Sheet

DOA:

Date In:

3/4/25

Date Out:

| Addendu Revised 06/2021 | m Cover S | Contract # | 1/1/0/11 | | | | |
|---|--|---|---|---|-------------------|-------------------|--|
| Dept./Division | LWRD / Parks | | Vendor Name | | Rooted WI Inc. | | |
| - | Contract extension | Contract extension with Rooted to provide community garden services at Anderson Farm Co Park. The original contract was with Extension. | | Vendor MUNIS # | | 24837 | |
| Brief Addendu | m community garde | | | Addendum Term | | through 12-31-25 | |
| Title/Description | | | | Amount (\$) | | \$ 25,000.00 | |
| Donartment Co | entact Informatio | Nn. | Vandar Ca | ntact Ir | formation | | |
| Department Contact Information Contact Joleen Stinson | | | Vendor Contact Information Contact Marcia Caton Campbell | | | | |
| Phone # | 608.42 | | Phone # 608.240.0409 | | | | |
| Email stinson.joleen@danecou | | | Email marcia@roc | | | | |
| , , , | | Pete Patten | Linuii | | marolacoro | otoum.org | |
| r dichasing Of | ilicei | r ete r atterr | | | | | |
| Purchase Order – Maintenance or New PO | | | | | | | |
| │ | enance Needed | Org: | | Obj: P | | | |
| ł — — — — — — — — — — — — — — — — — — — | intenance Need | │ Org: ed – this addendum do | | Obj: Proj: es not change the dollar amount of the contract. | | | |
| New PO / | Req. Submitted | Org: LWRPKOP | Obj: 2063 | | Proj: | the contract. | |
| Req# | 1284 | Org: | Obj: | | | | |
| A resolution is required when the total contracted amount first exceeds \$100,000. Additional resolutions are ther required whenever | mendment has been requested via a Funds Transfer of amendment completion, the department shall update the departme | | ent adde | equisition in MU | JNIS accordingly. | | |
| the sum(s) of any additional addenda | | | | | □ None | Res# | |
| exceed(s) \$100,000 | | ntracted Amount | \$ 125,00 | 0.00 | | | |
| Contract Lang | uage Pre-Approv | val – prior to internal ro | outing, this co | ntract h | nas been review | ved/approved by: | |
| ☐ Corporation Counsel: ☐ Risk Management: ☐ N | | | | | | ☐ No Pre-Approval | |
| | | | | | | | |
| | PROVAL | | | PROVAL – Contracts Exceeding \$100,000 | | | |
| Dept. Head / Au | e Director of | Administratio | n | Corpora | ation Counsel | | |
| Hicklin, Laura Digitally signed by Hicklin, Laura Date: 2025.03.04 16:07:21 -06'00' | | | | | | | |
| APPROVAL - | Internal Contr | act Review – Route | d Electroni | cally – | Approvals V | Vill Be Attached | |

From: Goldade, Michelle

Sent: Tuesday, March 4, 2025 4:18 PM

To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Cotillier, Joshua

Cc: Stavn, Stephanie; Oby, Joe

Subject: Contract #14284C **Attachments:** 14284C.pdf

Tracking: Recipient Read Response

Hicklin, Charles

Patten (Purchasing), Peter Read: 3/4/2025 4:36 PM

Gault, David Read: 3/5/2025 9:32 AM Approve: 3/7/2025 10:04 AM

Cotillier, Joshua

Stavn, Stephanie Read: 3/5/2025 10:08 AM

Oby, Joe

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

Contract #14284C

Department: Land & Water Resources

Vendor: Rooted Inc.

Contract Description: Provide Community Garden services at Anderson Farm County Park (Res 326)

Contract Term: 1/1/25 – 12/31/25

Contract Amount: \$25,000

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.

From: Hicklin, Charles

Sent: Tuesday, March 4, 2025 5:24 PM

To: Goldade, Michelle

Subject: Approve: Contract #14284C

From:

Patten (Purchasing), Peter Wednesday, March 5, 2025 7:23 AM Sent:

Goldade, Michelle To:

Subject: Approve: Contract #14284C

From: Cotillier, Joshua

Sent: Wednesday, March 5, 2025 7:50 AM

To: Goldade, Michelle

Subject: Approve: Contract #14284C

1 2024 RES-326 2 3 **AUTHORIZING ADDENDUM TO PURCHASE OF SERVICES AGREEMENT** 4 WITH ROOTED INC AT ANDERSON FARM COUNTY PARK 5 Dane County Extension first entered into a Purchase of Service Agreement in 2021 with Rooted 6 7 Inc. for planning and implementation of community and market gardens at Anderson Farm County Park. The initiative improves land access and create economic opportunity for underserved 8 9 populations lacking prospects for stable land tenure and integration in the local food system. This project is part of the agricultural vision for the park as outlined in the Anderson Farm County Park 10 Master Plan adopted in 2013. 11 12 13 Dane County Parks would like to continue this arrangement for the 2025 growing season for 14 \$25,000. Funds are currently available in the 2025 Parks Division budget. 15 NOW, THEREFORE, BE IT RESOLVED that Addendum C to Purchase of Services Agreement 16 #14284 be awarded to Rooted Inc. in the amount of \$25,000 with a completion date of December

BE IT FINALLY RESOLVED that the County Executive and the County Clerk be authorized to

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19 20

21

31, 2025.

sign the Contract Addendum.



DANE COUNTY CONTRACT ADDENDUM # 14284C

Revised 11/2024

THIS ADDENDUM, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and Rooted, Inc (hereinafter, "Provider").

WITNESSETH:

WHEREAS Provider and County, by a separate document (hereinafter, the "Master Agreement"), Dane County Contract # 14284, have previously entered into a contractual relationship pursuant to which Provider shall continue the development and implementation of the plan for community and market gardens at Anderson Farm County Park to improve land access and create economic opportunity for underserved populations lacking prospects for stable land tenure and integration in the local food system, and

WHEREAS County and Provider wish to amend the Master Agreement in order to extend the term of the contract and to update the Parkland Use Permit as Schedule D.

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:

- 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 addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this 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 contract is extended through December 31, 2025 to continue the development and implementation of the plan for community and market gardens at Anderson Farm County Park, at an additional cost of \$25,000.
- 4. Schedule C shall be amended that the PROVIDER will submit an annual final written report summarizing progress towards performance indicators as outlined in the Schedule A to Dane County Parks no later than December 1, 2025.

Contract# 14284 1

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:

| VL Harbon | 0/40/0005 |
|-------------------------------------|------------|
| 17 11-91002 | 2/19/2025 |
| Ginny Hughes | Date |
| Co-Executive Director, Rooted, Inc. | |
| | |
| Islali Kudol _ | <u> </u> |
| Hedi Rudd | Date |
| Co-Executive Director, Rooted, Inc. | |
| | |
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| | * * * |
| | |
| F | OR COUNTY: |
| | |
| | |
| | |
| Melissa Agard | Date |
| Dane County Executive | |
| | |
| | |
| | m - 1 - |
| Scott McDonell | Date |

SCHEDULE D Parkland Use Permit

This permit is for the sole purpose of establishing, operating and maintaining garden plots for the planting and harvesting of vegetables and flowers on approximately thirty-seven (37) acres at Anderson Farm County Park in the Town of Oregon, Dane County, Wisconsin. The 37-acre site is depicted on a map on the following page.

This Parkland Use Permit shall be in effect until December 31, 2025.

It is understood and agreed by COUNTY and PROVIDER that this permit is subject to the following conditions:

- 1. PROVIDER shall conduct the permitted activity for the sole purpose set forth above. Row cropping is prohibited. Livestock is prohibited.
- 2. COUNTY may terminate this permit by written notice if the continued use of the property by PROVIDER will interfere with present or future management objectives of the COUNTY for the above described area or if PROVIDER breaches any term or condition contained in this permit or the Master Agreement.
- 3. PROVIDER shall not install, affix or maintain any structure or other personal property on the subject property without COUNTY'S written consent. All gardener's personal property must be removed by the end of the growing season, or November 1, 2025, whichever comes later. If property is not removed by PROVIDER, COUNTY may remove and dispose at PROVIDER'S sole expense. Charges may include staff time, dumpster services and/or vehicle towing.
- 4. PROVIDER shall lease a garden plot for the Anderson Park Friends, Inc at no charge to the Friends for the sole purpose of planting and harvesting of vegetables for local food pantries.
- 5. If the PROVIDER dissolves or no longer has the capacity to conduct the permitted activities, PROVIDER shall submit a detailed exit plan to COUNTY for review and approval. Said exit language shall address but is not limited to, timeline for termination, coordination and communication with grower tenants and restoration the site to its original condition. COUNTY's approval shall not be unreasonably withheld.

Anderson Farm County Park Parkland Use Permit Map

~37 acre garden site 2025 growing season

