Dane County Contract Cover Sheet

Revised 01/2026

Res 074
significant

Dept./Division	LWRD/ Land Conservation		
Vendor Name	Yahara Watershed Improvement Network	**MUNIS #**	27135
Brief Contract Title/Description	Provide planning and technical services to landowners, producers and other entities for the implementaion of conservation practices.		
Contract Term	1/1/2027 - 12/31/2029		
Contract Amount	$1,920,000		

Contract # Admin will assign	16468
Type of Contract	
☐	**Dane County Contract**
■	**Intergovernmental**
☐	**County Lessee**
☐	**County Lessor**
☐	**Purchase of Property**
☐	**Property Sale**
☐	**Grant**
☐	**Other**

Department Contact Information		**Vendor Contact Information**	
Name	Amy Piaget	**Name**	Martin Griffin
Phone #	608-212-9172	**Phone #**	608-709-1813
Email	piaget.amy@danecounty.gov	**Email**	
Purchasing Officer			

Purchasing Authority		
☐	**$13,000 or under – Best Judgment** (1 quote required)	
☐	**Between $13,000 – $46,000 ($0 – $25,000 Public Works)** (3 quotes required)	
☐	**Over $46,000 ($25,000 Public Works)** (Formal RFB/RFP required)	**RFB/RFP #**
☐	**Bid Waiver – $46,000 or under** ($25,000 or under Public Works)	
☐	**Bid Waiver – Over $46,000** (N/A to Public Works)	
☐	**Cooperative Contract**	**Contract Name & #**
■	**N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other**	

MUNIS Req.					
	Req #	**Org:**	**Obj:**	**Proj:**	**$**
		Org:	**Obj:**	**Proj:**	**$**
	Year	**Org:**	**Obj:**	**Proj:**	**$**

Budget Amendment

☐ 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			
☐	Contract does not exceed $100,000		
■	Contract exceeds $100,000 – resolution required.	**Res #**	074
■	A copy of the Resolution is attached to the contract cover sheet.	**Year**	2026

CONTRACT MODIFICATIONS – Standard Terms and Conditions

☐ No modifications. ☐ Modifications and reviewed by: ■ Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Hicklin, Laura	Digitally signed by Hicklin, Laura Date: 2026.08.10 14:54:52 -05'00'

APPROVAL – Contracts Exceeding $100,000	
Director of Administration	**Corporation Counsel**
Slaven, Shelby — Digitally signed by Slaven, Shelby Date: 2026.08.13 16:23:47 -05'00'	David Gault

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached

DOA: **Date In:** 8/10/26 **Date Out:** _____ ☒ Controller, Purchasing, Corp Counsel, Risk Management

2026 RES-074

AUTHORIZING AN AGREEMENT WITH THE YAHARA WATERSHED IMPROVEMENT NETWORK

The Yahara Watershed Improvement Network (WINS) is a group of municipalities that have entered into an agreement to use watershed adaptive management to meet their regulatory obligations to reduce the amount of phosphorus they contribute to the Yahara River Watershed.

The regulatory obligations of the WINS municipalities align with Dane County's voluntary efforts to improve water quality throughout the county, which includes a significant portion of the Yahara River Watershed.

Dane County currently provides services to WINS through an agreement that is set to expire in December 2026. A new agreement has been developed to cover a three (3) year period beginning January 2027 and ending in December 2029. The revenue and staffing to support the agreement have been included in the 2027 Land & Water Resources Department budget.

NOW, THEREFORE, BE IT RESOLVED, that the Dane County Board of Supervisors approves an agreement with the Yahara Watershed Improvement Network for Adaptive Management services;

BE IT FINALLY RESOLVED, that the County Executive and the County Clerk are hereby authorized to execute the Service Agreement.

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into on the 24th of June, 2026 by and between the Yahara Watershed Improvement Network (the "Yahara WINS") and Dane County, Wisconsin (the "County").

RECITALS:

A. Yahara WINS is pursuing an approach to address reductions of phosphorus in the Yahara Watershed through an Adaptive Management project. For the purpose of this Agreement, the Yahara Watershed is broadly defined to include the following 2011 EPA Approved Rock River Total Maximum Daily Load Reaches: 62, 63, 64, 65, 66, 67, 68, 69.

B. The County provides planning assistance and technical services to landowners, producers, and other individuals or entities for the implementation of conservation practices. These practices reduce nutrients (including phosphorus) and sediment from entering waters as well as provides other conservation benefits such as wildlife habitat, flood mitigation, and carbon sequestration.

C. The Madison Metropolitan Sewage District WPDES permit issued on April 6, 2026, effective May 1, 2026, which includes the Adaptive Management Plan, provides the objectives and overarching implementation framework for achieving the phosphorus and TSS reductions for the Adaptive Management Project.

D. Yahara WINs desires to obtain such assistance from the County to implement portions of the Adaptive Management Plan that will result in phosphorus reductions in the Yahara Watershed.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged, Yahara WINS and the County agree as follows:

1. **Scope of Work**. County shall perform the services and provide the deliverables specified in the Scope of Work, which is attached hereto and incorporated herein

as Attachment A-1 – Scope of Work (the "Work" or the "Services").

2. **Term of Agreement**. This Agreement covers a three (3) year period beginning January 1, 2027 and ending December 31, 2029, unless otherwise terminated per Section 7 (Termination for Cause) of this Agreement. The County shall commence the Work on January 1, 2027 and shall perform and complete the Work as required in Attachment A-1.

3. **Modification of the Agreement**. The terms of this Agreement, including Attachment A-1 may be modified by the written agreement of the County and Yahara WINS.

4. **Compensations**. Yahara WINS shall pay County at the times and in the amounts stated in Attachment A-1 (the "Contract Price").

5. **Performance**. Unless otherwise agreed to in writing, the County shall furnish all services, supplies, tools, and equipment to accomplish the Work in a professional manner and in accordance with Attachment A-1.

6. **Responsibility for Acts, Errors and Omissions**. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers, and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.

7. **Termination**

   A) **Termination for Cause**.

      i. The County may terminate this Agreement upon 90 days written notice (the "90-day Termination Period) to Yahara WINS if Yahara WINS fails to deliver payments by the schedule required in this Agreement.

      ii. Yahara WINS may terminate this Agreement upon 90 days' written notice to County upon the happening of the following events:

         - County fails to submit the deliverables identified in Attachment A-1 in final form reasonably acceptable to Yahara WINS by the schedule required by this Agreement.

         - County fails to perform any services required by this Agreement in a timely and professional manner.

B) **Termination Without Cause**. Either party may terminate this Agreement without cause on 365 days' notice to the other party.

C) **Effective date of Termination**. In the event that either party terminates this Agreement by giving a notice of termination, the termination period shall begin on the date of the notice and shall be effective on the last day of the termination period.

D) **Effect of Termination**.

i. In the event of termination, the County will be compensated for services rendered and expenses incurred prior to the date of the termination notice in accordance with the terms set forth in this Agreement.

ii. Phosphorus reductions (and associated sediment reductions) associated with any County agreements utilizing Yahara WIN's funding that have not been completed at the date of termination will be reported to Yahara WINs upon verification of practice implementation.

8. **Relationship of Parties**. County is an independent consultant. Yahara WINS has directionand control only as to the end result to be accomplished; the County has direction and control over the means and method of accomplishing that end result.

9. **Permits, Laws, Regulations, and Public Ordinances**. County shall comply with all federal, state, and local statutes, rules, regulations, and ordinances related to the County's performance of the Work.

10. **Governing Law and Interpretation**. This Agreement shall be governed by laws of the State of Wisconsin. If any provision of this Agreement is held unenforceable, the remainder of these provisions shall be given effect to the maximum extent possible. The parties agree to reform this Agreement to replace any such invalid or unenforceable provisions that come as close as possible to the intention of the stricken provision.

11. **Nonwaiver.** Neither an extension of time for any reason beyond the date fixed herein for the completion of the Agreement or acceptance of any Work shall be deemed to be a waiver or abandonment of Yahara WINS right to abrogate this Agreement or to enforce the provisions of this Agreement.

12. **Use of Documents**. Work plans and reports provided by the County in paper or electronic forms pursuant to this Agreement are for the benefit and use of Yahara WINS. Documents related to specific projects/practices, agreements, contracts,

funding, or private landowner information fall under Wisconsin Open Records Law or the Federal Freedom of Information Act.

13. **Complete Agreement**. This Agreement constitutes the complete and entire agreement between the parties and supersedes any previous communications, representations, or agreement, whether oral or written, with respect to the subject matter hereof.

14. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.

15. **Giving Notice**. Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to or if delivered at or sent by registered or certified mail postage prepaid to:

    For Yahara WINS: Yahara WINS Executive Committee President, Madison Metropolitan Sewerage District, 1610 Moorland Road, Madison, Wisconsin 53713.

    For Dane County: Dane County Executive, City County Building (Room 421), 210 Martin Luther King Jr. Blvd, Madison, WI 53703.

16. **Nondiscrimination**. In the performance of services under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, nation origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status.

17. **Miscellaneous**. This Agreement has been executed by an authorized representative of both parties.

YAHARA WATERSHED IMPROVEMENT NETWORK
By: Martin Griffin
Title: Yahara WINS Executive Committee President

By: Judd Blau

Title: Yahara WINS Executive Committee Treasurer

DANE COUNTY, WISCONSIN
By: Melissa Agard

_____
Title: Dane County Executive

By: Scott McDonell

_____
Title: Dane County Clerk

ATTACHMENTS:
Attachment A-1 – Scope of Work

Attachment A-1
Scope of Work

1. Statement of Purpose

The purpose of this Scope of Work (the "Work") is to identify actions that the County will take to help implement portions of the Madison Metropolitan Sewage District Adaptive Management Plan – Initial plan approved January, 2017, updated plan approved November 2025 (the "Plan"). This plan was developed by Madison Metropolitan Sewerage District (MMSD) with input from multiple stakeholders, including Dane County. Plan implementation will result in a reduction of phosphorus loads in the Yahara Watershed and is expected to provide ancillary benefits including a reduction in total suspended solids (TSS) loads, carbon sequestration, flood mitigation, and wildlife habitat.

2. Background

Landowners and producers in the Yahara Watershed have a longstanding history of implementing conservation practices either on their own or with assistance from the County. Portions of the watershed have been targeted through the years for strategic implementation projects that addressed agricultural nonpoint sources of pollution including sediment and nutrients including the Priority Watershed Program (state), the Mississippi River Basin Initiative (federal), and the Regional Conservation Partnership Program (federal).

In 2011, a TMDL for the Rock River Basin was approved by the U.S. Environmental Protection Agency (EPA) that establishes allocations for reductions of phosphorus and TSS from all source categories (i.e., wastewater treatment plants/permitted industries, Municipal Separate Storm Sewer Systems (MS4s), and agricultural nonpoint sources) in the Yahara Watershed.

In 2012, MMSD formed a group called the Yahara Watershed Improvement Network (Yahara WINS), which consisted of a broad coalition of municipal entities, Dane County, agriculture, and others interested in working collaboratively to implement adaptive management as a means of meeting phosphorus and sediment goals specified in the TMDL. MMSD and partners initiated an adaptive management pilot project located in the upper reaches of the Yahara Watershed (specifically Six Mile Creek) in 2012. Full scale implementation began with the first service agreement between Yahara WINS and Dane County from 2017 through 2021. As implementation of the adaptive management plan continues, MMSD and Yahara WINS are seeking planning services and technical assistance from the County for the implementation of agricultural conservation practices that will reduce phosphorus and sediment loss.

3. Project Timeframe

The adaptive management plan originally covered a 20-year period; beginning in 2017 and ending in 2036. With the November 2025 updated Adaptive Management Plan, the 20-year period now runs from 2020-2040. Consistent with the time period specified in Section 2 of this Agreement, this Scope of Work covers the time period of January 1, 2027 through December 31, 2029.

4. Roles & Responsibilities

The resources provided to the County as part of this agreement are to be used to assist with the County's new and existing efforts that work to improve water quality throughout the Yahara Watershed, with the intended outcome of improved water quality and an estimated reduction in pounds of phosphorus running off of the rural landscape.

Per this agreement, the overall role of the County will be to: identify locations where agricultural best management practices can be implemented to achieve phosphorus reductions in the Yahara Watershed, provide practice implementation assistance to landowners, and to calculate phosphorus reductions towards the phosphorus reduction goals specified in Section 5 of the Scope of Work. As identified in the Adaptive Management Plan, the County utilizes a conservation planning process as an essential part of identifying opportunities or locations where phosphorus reductions can occur. This process identifies resource concerns, which are broadly defined as expected degradation of the soil, water, air, plant, or animal resource base to an extent that the sustainability or intended use of the resource is impaired. Resource concerns are prioritized, and best management practices are identified to address the concern and reduce phosphorus. Phosphorus reductions are calculated based on completed and verified practices and this information is reported to Yahara WINS in accordance with the deliverables identified in Section 6. In addition to tracking phosphorus reductions, the County will participate in Yahara WINS Executive Committee and Yahara WINS Group meetings quarterly and report on accomplishments associated with this service agreement as requested. Progress meetings will be held quarterly at a minimum and the County will participate in relevant meetings with state and federal agencies if needed. The County will provide administrative and recordkeeping activities associated with the disbursement of funds received from Yahara WINS as part of this agreement.

5. Phosphorus Reduction Goals

Conservation practices voluntarily implemented by eligible landowners with assistance from the County will have phosphorus reductions calculated annually using methods identified in the Adaptive Management Plan for agricultural practices and reported in accordance with the reporting and deliverables section. Annual phosphorus reduction goals are listed in Table 1. These reduction goals are based on information in the Adaptive Management Plan and in consultation with Dane County. Phosphorus reductions shall be reported by TMDL stream reach and stream reach sub-areas where applicable (i.e Reach

69). Phosphorus reductions associated with conservation practices and engineered solutions placed directly on the land can be credited toward the phosphorus reduction goals in Table 1.

To help reach reduction goals, funding as part of this agreement should be used to the extent possible to leverage other funds accessible to the County to reach our shared common goal of improved water quality. Funding as part of this agreement shall be used to the extent possible to facilitate phosphorus reductions in TMDL stream reaches 66, 68, and 69.

The County is also encouraged to utilize Yahara WINS money to assist with project planning, to avoid a delay in project implementation due to the nature of federal funds in that projects must be planned before they are eligible for funding consideration. In addition, new and/or innovative practices with phosphorus reduction potential shall be evaluated collaboratively by Yahara WINS and Dane County on a case-by-case basis for the purpose of determining whether and to what extent credit can be given against the phosphorus reduction goals in Table 1.

Phosphorus reductions will be tracked based on annual pounds and carryover pounds. Annual "New" pounds are pounds associated with practices that have been implemented in any given reporting period (2022, 2023, etc.). Carryover pounds are pounds associated with practices installed in previous years that continue to function and be maintained. Examples of practices that typically result in carryover phosphorus reductions include but are not limited to grassed waterways, manure storage, terraces, land-use conversions from row crops to grazing, etc.).

Table 1 identifies the targeted reduction goal for "New" pounds the County will strive for in reaches 66, 68, and 69. The phosphorus reduction goals are based on the 2025 reported reductions for the respective reaches as the baseline. Dane county will strive for a minimum of a 5% annual increase in reductions from the previous year's total, but the required goals under this agreement is to simply exceed the previous year's goals as a way to keep increasing the 'baseline' reductions for the targeted stream reaches

Table 1: Annual Phosphorus Reduction Goal for "New" pounds.

Stream Reach	Baseline (lbs)	2027	2028	2029
66	840	>840	> lb. number reported in 2027	> lb. number reported in 2028
68	805	>805	>lb. number	> lb. number

			reported in 2027	reported in 2028
69	3215	>3215	>lb. number reported in 2027	> lb. number reported in 20282

The County consistently demonstrates the ability to exceed annual goals as evidenced by previous annual reports and will strive to exceed the annual goals in the current service agreement. However, achieving phosphorus reduction goals will become increasingly challenging and uncertain with each passing year. Table 1 identifies the pound reduction goals the County will strive for; the concept of increasing the baseline as a goal will allow for flexibility in the uncertainty with meeting hard number goals when undertaking a targeted stream reach approach for the first time. There are many variables that influence performance and contribute to uncertainty. These variables are not specific to the County and include but are not limited to the following:

1. The ability to implement, track, and verify reductions through new and emerging practices;
2. Increases in the time, cost, and complexity of implementing both management and structural practices;
3. Voluntary implementation and documentation.

The County has a proven commitment to phosphorus reductions within the project area and has voluntarily invested significant resources to achieve target reductions to date. The County has also voluntarily provided financial support to Yahara WINS partners for their individual obligations. Yahara WINS and the County will need to work together to identify future opportunities to continue to meet current and future performance goals. This can be done by leveraging relationships with other Yahara WINS partners working on conservation in the watershed.

6. Deliverables

The County shall develop and submit the following reports and updates to Yahara WINS:

i. Annual work plan submitted by January 31st of each year highlighting activities and focus areas for the relevant calendar year.

ii. Final annual report submitted to Yahara WINS by May 15th of each year. covering activities conducted during the previous calendar year. In addition, the final annual report shall include information on the following performance indicators, along with baseline information, which will provide additional context with respect to progress made in meeting the phosphorus reduction goals in Section 5 of this Scope of Work:

- Number of cost share agreements signed (county, state, federal, other)
- Number of conservation practices
- Number by unit of completed conservation practices (reported by TMDL reach)
- Number by unit of practice verification checks completed (reported by TMDL reach)
- Number of acres tracked with nutrient management (reported by TMDL reach)
- Total dollars allocated for cost share agreements (county, state, federal, Yahara WINS, other)
- Annual and carryover pounds of phosphorus as described in Section 5 of the agreement.
- Annual summary of project funds spent including Yahara WINS funds and other funding sources utilized by Dane County in striving to meet phosphorus reduction goals and should include information on how the money as part of this agreement is being spent along with the total money spent and pounds reduced illustrating for every dollar spent under this agreement how much in total is spent by county to reach the goals

iii. Progress presentations at quarterly Yahara WINS Group meetings and quarterly progress meetings.

iv. Participation in discussion on methods for consistently calculating costs and costs per pound of phosphorus amongst all WINS partners.

v. Participation in discussions to identify projects in the watershed to reduce phosphorus runoff from non-agricultural sources.

7. Payments

Payments to the County will be in accordance with Table 2.

Table 2: Installment Payment Schedule

Installment	Amount	Date
1	$160,000	March 31
2	$160,000	June 30
3	$160,000	September 30
4	$160,000	December 31

The June 30th payment will be contingent on receiving the annual report (due May 15th of each year).