

Dane County Contract Cover Sheet

Revised 01/2024

Res 133
significant

Dept./Division	LWRD / Land Conservation		
Vendor Name	Yahara Watershed Improvement Network	MUNIS #	27135
Brief Contract Title/Description	Yahara WINS will provide funding for cover crop implementation.		
Contract Term	Signing thru 12-31-27		
Contract Amount	\$400,000		

Contract # Admin will assign	15936
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	Amy Piaget	Name	Martin Griffin
Phone #	608-212-9172	Phone #	608-709-1813
Email	piaget.amy@danecounty.gov	Email	
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (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	<input type="checkbox"/> Contract does not exceed \$100,000		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res #	133
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2025

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: 2025.08.25 16:12:36 -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: 8/25/25	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, August 27, 2025 2:31 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15936
Attachments: 15936.pdf

Tracking:	Recipient	Response
	Hicklin, Charles	Approve: 8/27/2025 2:47 PM
	Rogan, Megan	Approve: 8/27/2025 3:01 PM
	Gault, David	Approve: 8/27/2025 2:48 PM
	Cotillier, Joshua	Approve: 8/27/2025 3:26 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 #15936
Department: Land & Water Resources
Vendor: Yahara Watershed Improvement Network
Contract Description: Provide funding for cover crop implementation (Res 133)
Contract Term: 9/1/25 – 12/31/27
Contract Amount: \$400,000.00

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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

ACCEPTANCE OF A YAHARA WINS FUNDS FOR COVER CROPS ON BEHALF OF THE BIOLOGICAL FARMER FRIENDS OF THE LOWER YAHARA WATERSHED

The Land & Water Resources Department (LWRD) in collaboration with the Biological Farmer Friends (BFF) of the Lower Yahara Watershed has secured \$400,000 in funding for cover crops from the Yahara Watershed Improvement Network (Yahara WINS).

The purpose of the funding is to support implementation of cover crops in 2025 and 2026 by the BFF producer-led group with planning assistance and technical oversight by LWRD Land Conservation Division staff.

THEREFORE, BE IT RESOLVED, that the County Board of Supervisors and the Dane County Executive hereby accept the \$400,000 from Yahara WINS and the County Executive and County Clerk are authorized to sign the contract;

BE IT FURTHER RESOLVED, that the Land & Water Resources Department Director and County Conservationist are authorized to execute documents necessary to accept the funds, submit reimbursement claims along with necessary supporting documentation.

BE IT FINALLY RESOLVED, that the funds be added to a new revenue account LWRCONSV NEW “BFF-WINS REVENUE” and a new expense account LWRCONSV NEW “BFF-WINS EXPENSE” and that all funds shall be carried forward until realized and expended.

AGREEMENT

This Agreement is made by and between Dane County Land and Water Resources Department (“County”) and the Yahara Watershed Improvement Network (“Yahara WINS”) (collectively, the “Parties”) to be effective on August 18, 2025 (the “Effective Date”).

RECITALS

- A. Yahara WINS is a collective of partners including the Madison Metropolitan Sewerage District (the “District”) working toward the reduction of phosphorus and TSS in the Yahara Watershed through an Adaptive Management Project (the “AM 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 (“TMDL”) Reaches: 62, 63, 64, 65, 66, 67, 68, 69.
- B. As a partner in Yahara WINS, and in order to comply with requirements in its Wisconsin Pollutant Discharge Elimination System (“WPDES”) Permit, the District is implementing an Adaptive Management Plan (the “Plan”). The Plan outlines the objectives and overarching implementation framework for achieving the phosphorus and TSS reductions for the AM Project.
- C. The County provides planning assistance and technical services to farmer-led watershed groups, such as Biological Farmer Friends, for the implementation of conservation practices. These practices reduce nutrients, including phosphorus, and sediment entering surface waters and provide other conservation benefits such as wildlife habitat improvement, flood mitigation, and carbon sequestration.
- D. Yahara WINS desires to obtain planning assistance and technical services from the County to implement portions of the Plan that will result in phosphorus reductions in Yahara River/Lakes Waubesa & Kegonsa TMDL Reach 66, Yahara River TMDL Reach 68 and Badfish Creek/Yahara River TMDL Reach 69 (see Exhibit A).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Parties as follows:

1. **Scope of Work.** The County shall 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 calculate phosphorus reductions towards the phosphorus reduction goals identified in the Plan and by Yahara

WINS. Specifically, the County agrees that it shall undertake the following activities, collectively, the “Work”:

- a. Work with landowners to plant overwintering cover crops at a cost share rate of \$50 per acre on up to 8,000 acres located within the Yahara River/Lakes Waubesa & Kegonsa TMDL Reach 66, Yahara River TMDL Reach 68 and Badfish Creek/Yahara River TMDL Reach 69.
 - b. Develop cost-share contracts with landowners for the implementation of cover crops following County standard operating procedures.
 - c. Follow guidelines for species selection, planting, and termination in accordance with Natural Resource Conservation Service (“NRCS”) Standard 340 Cover Crops.
 - d. Fund cost-share contracts with landowners to plant cover crops in 2025 and verify the establishment of such cover crops in 2026.
 - e. Fund cost-share contracts with landowners to plant cover crops in 2026. and verify the establishment of such cover crops in 2026.
 - f. Conduct calculations, monitoring, and verification of phosphorus reductions that can be counted toward Yahara WINS phosphorus reduction goals for years 2026 and 2027.
2. **Payment for Work.** Yahara WINS shall pay to the County a total sum of \$400,000 for the Work in accordance with the following schedule:
 - a. Yahara WINS shall make a first payment to the County of \$100,000 within thirty (30) days of the Effective Date of this Agreement.
 - b. Yahara WINS shall make a second payment to the County of \$100,000 by September 30, 2025.
 - c. Yahara WINS shall make a third payment to the County of \$100,000 by January 31, 2026.
 - d. Yahara WINS shall make a final payment to the County of \$100,000 by March 31, 2026.
3. **Documentation and Reporting Obligations.** The County shall undertake the following activities to document phosphorus reductions associated with the Work:

- a. Calculate phosphorus reductions achieved through implementation of the Work annually using methods described in the Plan or as otherwise directed by Yahara WINS.
 - b. Document and report phosphorus reductions achieved through implementation of the Work in the annual final report described in the Yahara WINS and Dane County Services Agreement. Yahara WINS and the County entered into a Services Agreement, dated December 7, 2021, amended March 11th, 2025.
 - c. Document and report total phosphorus reductions achieved through implementation of the Work separately from other County phosphorus reductions identified in the final annual report due May 15th of each year as described in the Yahara WINS and Dane County Service Agreement dated December 7, 2021, amended March 11th, 2025.
4. **Reporting and Publicity.** The County consents to the anonymized use of field data and project outcomes in reports, outreach, or public presentations prepared by Yahara WINS.
5. **Term.** The Agreement shall remain in effect until December 31, 2027, unless earlier terminated in accordance with Section 6.
6. **Termination.** The Parties may terminate this Agreement in accordance with the following procedures.
 - a. Termination for cause. The County may terminate this Agreement if Yahara WINS fails to deliver payments to the County in accordance with Section 2 of this Agreement. Yahara WINS may terminate this Agreement if the County fails to implement the Work under Section 1 or to fulfill its documentation and reporting obligations under Section 3 of this Agreement.
 - b. Termination without cause. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party.

In the event of termination, all phosphorus reductions (and associated sediment reductions) associated with any County agreements on behalf of Biological Farming Friends utilizing Yahara WINS funding that have not been completed at the date of termination will be reported to Yahara WINS upon verification of practice implementation.

7. **Assignment.** The Agreement may not be assigned or transferred without prior written consent of Yahara WINS.
8. **Notice.** Any notice contemplated under this Agreement shall be given to the Parties in writing at the following addresses:

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

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

9. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin. Any action arising from this Agreement shall be venued in the circuit court for Dane County, Wisconsin.
10. **Severability.** The invalidity of any provision of this Agreement shall not be deemed to affect the validity of any of the other provisions. 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. **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.
12. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties hereto. Any prior understanding or representation of any kind preceding the date of this Agreement shall be non-binding upon either party, except to the extent incorporated in this Agreement.
13. **Execution.** This Agreement may be executed in the counterparts and by electronic signature, all of which, when taken together, shall constitute a whole.

In witness whereof, the Parties have executed this Agreement, the Effective Date of which is indicated on Page 1.

Dane County

By: _____

Name: Melissa Agard

Title: County Executive

Date: _____

By: _____

Name: Scott McDonell

Title: Clerk

Date: _____

Yahara WINS

By: _____



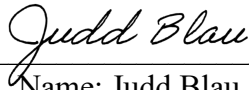
Name: Martin Griffin

Title: Yahara WINS Executive Committee President

Date: 8-18-2025

Yahara WINS

By: _____



Name: Judd Blau

Title: Yahara WINS Executive Committee Treasurer

Date: 8/25/2025

Exhibit A: Map of Yahara Watershed

[illegible]