

## SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made and entered into this 17 day of November 2020, by and between the Yahara Watershed Improvement Network ("Yahara WINS") and Rock County, Wisconsin (the "County")."

### RECITALS:

- A. Yahara WINS consists of municipalities who have enacted the Intergovernmental Agreement for an Adaptive Management Plan in the Yahara Watershed (IGA) to jointly participate in an Adaptive Management Plan to fulfill their Yahara Watershed phosphorus compliance obligations under their Wisconsin Pollution Discharge Elimination System (WPDES) permit and the Rock River Total Maximum Daily Load (TMDL);
- B. Yahara WINS desires to obtain assistance from the County to implement portions of the Adaptive Management project.
- C. The County provides planning and technical assistance to agricultural landowners, producers and other individuals or entities for the implementation of conservation practices that reduce sediment and nutrients (including phosphorous) from entering waters as well as provides other conservation benefits.

### 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 noted below:
  - a) Work with landowners in the County's portion of the Yahara River Watershed to identify locations where conservation practices or engineered solutions can be implemented to achieve phosphorus reductions.
  - b) Provide implementation assistance to landowners interested in installing conservation practices or engineered solutions that result in phosphorus reductions. Internally drained areas of the watershed shall not qualify unless they are currently tile-drained and adding phosphorus to the Yahara River basin.

- c) Calculate modeled phosphorus reductions for installed practices based on SNAP Plus or other agreed upon models.
  - d) Verify the status of installed conservation practices or engineered solutions that result in phosphorus reductions by conducting annual visits with landowners.
  - e) Provide administrative and recordkeeping activities associated with disbursement of funds received from Yahara WINS.
  - f) Attend at least two Yahara WINS meetings each year and provide participants updates on phosphorus reduction activities being conducted in the County's portion of the Yahara Watershed.
  - g) Provide an annual report to Yahara WINS by March 31 of each year of this agreement that summarizing activities conducted in the previous year, including the locations of installed phosphorus reducing practices, the type of practices installed, and other relevant information.
2. **Term of Agreement.** This Agreement covers a five (5) year period beginning January 1, 2021 and ending December 31, 2025. The County shall commence the Work on January 1, 2021 and shall perform and complete the Work.
3. **Modification or Termination of the Agreement.** The terms of this Agreement may be modified by the written agreement of the County and Yahara WINS. The County or Yahara WINS may terminate the agreement at any time, with or without cause. In the event that either party desires to terminate the agreement, this can be completed with written 90-day notice. 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.
4. **Compensation for Projects, Staff Support and Related Expenses.** Yahara WINS shall reimburse the County for staff support costs and related expenses associated with this scope of work using the following process: Rock County shall provide a request in the current year for the anticipated following year funds for planned installation of phosphorus reducing practices, associated staff support and related expenses to Yahara WINS by August 15th of the current year. Yahara WINS shall provide notice the amount of funds available to Rock County for the following year for phosphorus reducing practices, staff support and related expenses by November 1<sup>st</sup> of the current year.

To receive funding, the County will submit an invoice to Yahara WINS which identifies projects, staff support costs and related expenses. Reimbursement will be made by Yahara WINS within 60 days of receipt and approval of the invoice. Yahara WINS shall make available up to a maximum of \$150,000.00 annually for aforesaid costs to support these initiatives from January 1, 2021 through December 31, 2025 under this service agreement. Yahara WINS shall reimburse support staff costs and related expenses based in the rate of 18% of project (e.g. construction) costs incurred within the term of the Agreement. This means on an annual basis a maximum of \$127,000 will be reimbursed

for project cost (e.g. construction) and \$23,000 will be reimbursed for staff support costs and related expenses.

If during the current year costs are expected to exceed the maximum annual funding under this service agreement, the County always has the ability to request additional funding from Yahara WINS before projects are completed. Any requests for funding of cost over the amount of funds available through the service agreement would need to be approved prior to the work being completed.

5. **Phosphorus Reduction Goal.** The goal of the agreement is to install conservation practices and/or engineered solutions in the Yahara River Watershed that result in phosphorus reduction per year as calculated using SNAP Plus or other models agreed to by Yahara WINS and the County. Yahara WINS modeling shows that 550 pounds of phosphorus reduction per year will be the goal for the County's portion of the Yahara Watershed.

The minimum number of new pounds each year should be 25% of the annual phosphorus reduction needed per year, with the annual goals as follows:

| Year | New pounds annual goal (subset of total pounds annual goal) | Total pounds annual goal |
|------|---|--------------------------|
| 2021 | 113   | 450                      |
| 2022 | 125   | 500                      |
| 2023 | 138   | 550                      |
| 2024 | 138   | 550                      |
| 2025 | 138   | 550                      |

The running average total cost per pound of total phosphorus reduction shall not exceed \$50.00 per pound. If the annual phosphorus reduction goals for new pounds is not met for a given year, Rock County will include a section in the annual report to Yahara WINS identifying contributing factors and the need (if any) for new or revised approaches in the following years. It is recognized by both parties there will be no reduction of funds if the new pounds annual goal is not reached

6. **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.
7. **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.

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

The County shall not subcontract or assign all or any portion of the Work without prior written approval of Yahara WINS. Notwithstanding the previous sentence, Yahara WINS acknowledges and agrees that the County intends to contract with agricultural producers, other government agencies, for the implementation of conservation practices.

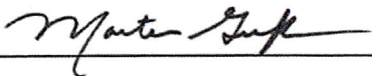
9. **Permits, Laws, Regulations, and Public Ordinances.** The County shall comply with all federal, state, and local statutes, rules, regulations, and ordinances related to the County's performance of the Work.
10. **Governing Law and Interpretation.** This Agreement shall be governed by laws of the 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. **Use of Documents.** Documents and plans provided by the County pursuant to this Agreement are for the benefit and use of Yahara WINS. Except for documents and plans subject to confidentiality requirements of federal funding programs, County shall provide to Yahara WINS complete copies of all final documents and plans, in paper and electronic form as requested by Yahara WINS.
12. **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 Rock County: Land Conservation Committee Chair, Rock County Courthouse, 51 South Main Street, Janesville, WI 53545.

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

**YAHARA WATERSHED IMPROVEMENT NETWORK**

By: 

Title: Yahara WINS executive committee president

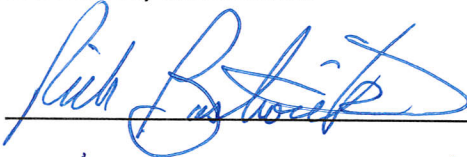
Date: 11-17-2020

By: 

Title: EXEC TREASURER - WINS

Date: 11/18/2020

**ROCK COUNTY, WISCONSIN**

By: 

Title: Land Conservation Comm. Chair

Date: 11/19/2020

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_