

Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 243
significant

BAF # _____
Acct: _____
Mgr: _____
Budget Y/N: _____

Contract # Admin will assign	13558F
--	---------------

Dept./Division	Clerk of Court	Vendor Name	Wisconsin Law Library
Brief Addendum Title/Description	To provide law library in Dane County Courthouse	Vendor MUNIS #	8893
		Addendum Term	1/1/2024 - 12/31/2024
		Amount (\$)	\$ 149,100.00

Department Contact Information		Vendor Contact Information	
Contact	Carlo Esqueda	Contact	Amy Crowder
Phone #	608-266-9116	Phone #	608-261-2340
Email	carlo.esqueda@wicourts.gov	Email	amy.crowder@wicourts.gov
Purchasing Officer	Megan Rogan		

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
<input type="checkbox"/>	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
<input checked="" type="checkbox"/>	New PO / Req. Submitted Req#	Org: COCCRTSP	Obj: 31958	Proj:	\$ 149,100.00
		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.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
<p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p>	Addendum #	Term	Amount	Resolution	
	Original	01/01/2019-12/31/2019	\$ 115,040.00	<input type="checkbox"/> None	Res# 2018 RES-444
	A-D	01/01/2020 - 12/31/2023	\$ 532,501.00	<input type="checkbox"/> None	Res# multiple
	E	1/1/23 - 12/31/23	\$ 26,400.00	<input type="checkbox"/> None	Res#
	F	1/1/24 - 12/31/24	\$ 149,100.00	<input type="checkbox"/> None	Res# 2023 RES-243
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 823,041.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
Dept. Head / Authorized Designee	
Carlo Esqueda	Digitally signed by Carlo Esqueda Date: 2023.11.16 09:20:45 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: _____	Date Out: _____	<input type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, November 21, 2023 4:30 PM
To: Hicklin, Charles; Rogan, Megan; Gault, David
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #13558F
Attachments: 13558F.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/22/2023 8:59 AM	Approve: 11/22/2023 9:02 AM
	Rogan, Megan	Read: 11/21/2023 4:31 PM	Approve: 11/21/2023 4:31 PM
	Gault, David	Read: 11/22/2023 8:36 AM	Approve: 11/22/2023 9:02 AM
	Stavn, Stephanie	Read: 11/22/2023 11:32 AM	
	Oby, Joe		

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

Contract #13558F
Department: Clerk of Courts
Vendor: Wisconsin Law Library
Contract Description: Provide a law library in the Courthouse (Res 243)
Contract Term: 1/1/24 – 12/31/24
Contract Amount: \$149,100.00

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

AWARDING CONTRACT TO THE WISCONSIN STATE LAW LIBRARY

The Dane County Law Library operates under a contract between Dane County and the Wisconsin State Law Library. The Dane County Law Library provides legal resource services to Dane County residents and Dane County inmates.

NOW, THEREFORE, BE IT RESOLVED that the Purchase of Service agreement be awarded to the Wisconsin State Law Library for a period of January 1, 2024 through December 31, 2024, in the amount of \$149,100 to continue services contained in the contract with Wisconsin State Law Library.

BE IT FURTHER RESOLVED that the Dane County Controller is authorized to issue payment for this contract.

BE IT FURTHER RESOLVED that the County Executive is hereby authorized to sign the agreement on behalf of Dane County.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35



DANE COUNTY CONTRACT

ADDENDUM # 13558F

Revised 11/2023

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 Wisconsin State Law Library (hereinafter, "Provider").

WITNESSETH:

WHEREAS Provider and County, by a separate document (hereinafter, the "Master Agreement"), Dane County Contract # 13558, have previously entered into a contractual relationship pursuant to which Provider provides law library services by staffing and maintaining the Dane County Law Library (DCLL), and

WHEREAS County and Provider wish to amend the Master Agreement in order to extend the term of the contract.

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:

1. 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, 2024 to continue the program for library services, at an additional cost of \$149,100. Those payments are to be made as follows upon receipt of an invoice to Shelly Maas, Chief Deputy Clerk of Circuit Court:

\$99,100 on or before January 14, 2024; and \$50,000 on or before May 2, 2024

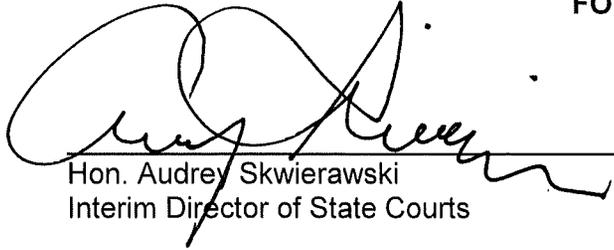
4. On or before March 31, 2024, the Director shall provide the County with written accounting as to how the funds pursuant to this paragraph are used.

5. Section 3 (K) of the contract is amended as follows: The County, upon receipt of an invoice to the Dane County Sheriff's Office, will reimburse the Director for up to \$26,400 for costs incurred in providing legal information services to Dane County Jail inmates. The Dane County Sheriff's Office will reimburse the Director for other costs including photocopies of legal materials at a rate consistent with the DCLL's public photocopy charges and purchasing new editions, supplements, and replacements for lost or damaged items in the Jail's circulating print collection. Any such reimbursement shall be separately accounted for and reported in accordance with paragraph 8."

6. Section 27 is added to the Schedule A, Scope of Services, as follows: Force Majeure. Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

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:



Hon. Audrey Skwierawski
Interim Director of State Courts

11 / 14 / 23
Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date