

# Dane County Contract Cover Sheet

Revised 06/2021

RES 120

<b>Dept./Division</b>	Dane County Waste and Renewables		
<b>Vendor Name</b>	Sauk County Land Resources & Environment Dept. (County of Sauk)	<b>MUNIS #</b>	6916
<b>Brief Contract Title/Description</b>	AUTHORIZING HAZARDOUS WASTE COLLECTION AGREEMENT WITH SAUK COUNTY		
<b>Contract Term</b>	August 2021 - December 31, 2021 with automatic 1 year renewals until either party terminates the agreement.		
<b>Contract Amount</b>	Estimated Revenue of \$4,000.00/year		

<b>Contract #</b> Admin will assign	14426
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	
<b>Name</b>	Kevin Belida	<b>Name</b>	Justine Bula
<b>Phone #</b>	608-838-3212	<b>Phone #</b>	608-355-4842
<b>Email</b>	belida.kevin@countyofdane.com	<b>Email</b>	justine.bula@saukcountywi.gov
<b>Purchasing Officer</b>	Pete Patten		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

<b>MUNIS Req.</b>	<b>Req #</b>	N/A	<b>Org:</b>		<b>Obj:</b>		<b>Proj:</b>	
	<b>Year</b>	N/A	<b>Org:</b>		<b>Obj:</b>		<b>Proj:</b>	
			<b>Org:</b>		<b>Obj:</b>		<b>Proj:</b>	

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.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	120
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	<b>Year</b>	2021
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL
<b>Dept. Head / Authorized Designee</b>


APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 8/11/21	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Thursday, August 12, 2021 9:05 AM  
**To:** Hicklin, Charles; Krohn, Margaret; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14426  
**Attachments:** 14426.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Krohn, Margaret		Approve: 8/12/2021 9:08 AM
	Patten (Purchasing), Peter		Approve: 8/12/2021 2:07 PM
	Gault, David	Read: 8/12/2021 9:21 AM	Approve: 8/12/2021 9:24 AM
	Lowndes, Daniel	Read: 8/12/2021 1:05 PM	Approve: 8/12/2021 1:06 PM
	Stavn, Stephanie	Read: 8/12/2021 11:25 AM	
	Oby, Joe		

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

Contract #14426  
Department: Dept of Waste & Renewables  
Vendor: Sauk County  
Contract Description: Authorizing Hazardous Waste Collection Agreement (Res 120)  
Contract Term: 8/1/21 – 12/31/21  
Contract Amount: \$4,000

### *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 in accordance with COVID 19 response guidelines.

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**2021 RES-120**

AUTHORIZING HAZARDOUS WASTE COLLECTION AGREEMENT WITH SAUK  
COUNTY

The Department of Waste & Renewables has worked with Sauk County (c/o Director of Land Resources and Environment Department) with street address of 505 Broadway Street, Baraboo, WI 53913 for an agreement that Dane County agrees to provide household hazardous waste disposal services at the Dane County Clean Sweep site to residents of Sauk County, with Dane County being willing to provide those services and Sauk County desiring to receive those services; and

Sauk County agrees to compensate Dane County for any and all costs incurred from the acceptance and disposal of Sauk County resident's waste. The costs will be a combination of a \$10 flat fee paid up front by the Sauk County resident delivering waste, and a \$65 cost per participant thereafter, which is paid by Sauk County. This agreement will renew for successive one (1) year terms until terminated by either party; and

**NOW, THEREFORE, BE IT RESOLVED** that the Dane County Executive and Dane County Clerk are authorized to execute, on behalf of Dane County, a Hazardous Waste Collection Agreement with Sauk County.

Appendix A

COUNTY OF DANE  
Agreement

Agreement No. 14426

Authority: Res. \_\_\_\_\_, 2021

Department: Waste & Renewables

THIS AGREEMENT dated June 16, 2021, made and entered into, by and between the County of Dane, a body corporate (hereafter referred to as "DANE COUNTY") and the County of SAUK, a body corporate (hereafter referred to as "SAUK COUNTY"),

WITNESSETH:

WHEREAS DANE COUNTY, whose address is c/o Director of Waste & Renewables, 1919 Alliant Energy Center Way, Madison, WI 53713, currently operates a household hazardous waste collection and disposal program on behalf of county residents; and

WHEREAS SAUK COUNTY, whose address is c/o Director of Land Resources and Environment Department, 505 Broadway Street, Baraboo, WI 53913, operates under its own generator number, in accord with state and federal regulations; and

WHEREAS DANE COUNTY agrees to provide household hazardous waste disposal services at the Dane County Clean Sweep site to residents of SAUK COUNTY, DANE COUNTY being willing to provide those services and SAUK COUNTY desiring to receive those services; and

WHEREAS the parties are authorized to enter into this Agreement pursuant to s. 66.30, Wisconsin Statutes;

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 acknowledged by each party for itself, DANE COUNTY and SAUK COUNTY do agree as follows:

1. The term of this Agreement shall commence as of the date by which all parties hereto have executed this Agreement and shall expire as of midnight, December 31, 2021. This Agreement shall automatically renew for successive one (1) year terms until terminated by either party.
2. DANE COUNTY staff shall identify, collect, package, and prepare for transport and disposal of waste delivered to DANE COUNTY's Clean Sweep Facility by residents of SAUK COUNTY during DANE COUNTY's Clean Sweep Facility hours of operation. DANE COUNTY shall provide all tools, equipment, vehicles and supplies necessary to

Appendix A

52 perform the above-mentioned activities. DANE COUNTY shall be responsible for  
53 assuring that waste collected under this Agreement shall be transported to licensed  
54 disposal or recycling sites.

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56 3. DANE COUNTY reserves the right to reject unacceptable waste delivered by  
57 residents of SAUK COUNTY. Unacceptable waste includes but is not limited to  
58 electronics, radioactive materials, compressed gas cylinders, shock or heat sensitive  
59 materials, explosives (including shotgun shells, fireworks, gunpowder, etc.), infectious or  
60 biological wastes, and sharps. Other nonhazardous wastes will not be collected  
61 including, but not limited to, latex paint, antifreeze, motor oil, etc. The determination of  
62 the acceptability of waste for collection shall be at DANE COUNTY's sole discretion.

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64 4. SAUK COUNTY shall not assign or transfer any interest in this Agreement, whether  
65 by assignment or novation, without the prior written consent of DANE COUNTY.

66  
67 5. If, through any cause, a party shall fail to fulfill in timely and proper manner its  
68 obligations under this Agreement, or if a party shall violate any of the covenants or  
69 stipulations of this Agreement, the other party shall thereupon have the right to terminate  
70 this Agreement by giving a thirty (30) day written notice to the offending party of such  
71 termination and specifying the effective date thereof. There shall be no other termination  
72 of this Agreement, during its term, without the prior written consent of both parties.

73  
74 6. In the event this Agreement is terminated for cause in the manner provided for in  
75 paragraph 6 above, DANE COUNTY shall be entitled to receive just and equitable  
76 compensation for any services provided by or at DANE COUNTY's expense prior to  
77 termination.

78  
79 7. If during the term of this Agreement, the Dane County Board of Supervisors shall  
80 fail to appropriate sufficient funds to carry out DANE COUNTY's obligations under this  
81 Agreement, this Agreement shall be automatically terminated as of the date funds are no  
82 longer available and without further notice of any kind to SAUK COUNTY.

83  
84 8. SAUK COUNTY agrees to compensate DANE COUNTY for any and all costs  
85 incurred from the acceptance and disposal of SAUK COUNTY residents' waste. The  
86 costs will be a combination of a \$10 flat fee paid up front (paid by the SAUK COUNTY  
87 resident delivering waste) and a \$65 cost per participant thereafter (paid by SAUK  
88 COUNTY). SAUK COUNTY residents participating in this Agreement are required to  
89 obtain a voucher from SAUK COUNTY's Land Resources and Environment department,  
90 whose staff will verify acceptance of waste to be delivered under this Agreement and  
91 issue a voucher to be delivered to DANE COUNTY's Clean Sweep Facility along with  
92 associated waste. Vouchers will be tallied after the end of the year to calculate total  
93 costs incurred by SAUK COUNTY under this Agreement. This payment to DANE  
94 COUNTY will serve to compensate for expenses incurred by DANE COUNTY under this  
95 Agreement.

96  
97 9. DANE COUNTY shall maintain accurate records for expenses incurred by SAUK  
98 COUNTY under this Agreement.

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100 10. Both parties shall commence, carry on, and complete their respective obligations  
101 under this Agreement with all deliberate speed and in a sound, economical and efficient  
102 manner, in accordance with this Agreement and all applicable laws. In providing

103 services under this Agreement, each party agrees to cooperate with the various  
104 departments, agencies, employees and officers of the other party.

105  
106 11. Each party agrees to secure at the party's own expense all personnel necessary to  
107 carry out the party's obligations under this Agreement. Such personnel shall not be  
108 deemed to be employees of the other party nor shall they or any of them have or be  
109 deemed to have any direct contractual relationship with the other party.

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111 12. Notices, bills, invoices and reports required by this Agreement shall be deemed  
112 delivered as of the date of postmark if deposited in a United States mailbox, first class  
113 postage attached, addressed to a party's address as set forth above. It shall be the duty  
114 of a party changing its address to notify the other party of such change in writing within a  
115 reasonable time.

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117 13. Each party shall be responsible for the consequences of its own acts or omissions  
118 and those of its employees, agents, boards, commissions, officers and representatives  
119 and shall hold the other party harmless for demands or claims for losses, costs, attorney  
120 fees, expenses and damages of any kind based on such acts or omissions arising out of  
121 or alleged to have arisen out of or in connection with the party's performance under this  
122 agreement. It is not the intent of the parties to impose liability beyond that imposed by  
123 state statutes.

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125 14. In no event shall the making of any payment or acceptance of any service or  
126 product required by this Agreement constitute or be construed as a waiver by either  
127 party of any breach of the covenants of this Agreement or a waiver of any default of the  
128 other party and the making of any such payment or acceptance of any such service or  
129 product by either party while any such default or breach shall exist shall in no way impair  
130 or prejudice the right of the other party with respect to recovery of damages or other  
131 remedy as a result of such breach or default.

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133 15. During the term of this Agreement, both parties agree not to discriminate on the  
134 basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual  
135 orientation, national origin, cultural differences, ancestry, physical appearance, arrest  
136 record or conviction record, military participation or membership in the national guard,  
137 state defense force or any other reserve component of the military forces of the United  
138 States, or political beliefs against any person, whether a recipient of services (actual or  
139 potential) or an employee or applicant for employment. Such equal opportunity shall  
140 include but not be limited to the following: employment, upgrading, demotion, transfer,  
141 recruitment, advertising, layoff, termination, training, rates of pay, and any other form of  
142 compensation or level of service(s). Both parties will post in conspicuous places,  
143 available to all employees, service recipients and applicants for employment and  
144 services, notices setting forth the provisions of this paragraph. The listing of prohibited  
145 bases for discrimination shall not be construed to amend in any fashion state or federal  
146 law setting forth additional bases, and exceptions shall be permitted only to the extent  
147 allowable in state or federal law.

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149 16. In all solicitations for employment placed on a party's behalf during the term of this  
150 Agreement, the party shall include a statement to the effect that the party is an "Equal  
151 Opportunity Employer."  
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Appendix A

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17. Each party warrants for itself that it has complied with all necessary requirements to execute this Agreement and that the persons executing this Agreement on its behalf are authorized to do so.

18. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling and venue shall be in the Dane County Circuit Court.

19. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

20. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

21. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, DANE COUNTY and SAUK COUNTY, by their respective authorized agents, have caused this Agreement to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR SAUK COUNTY\*

Date Signed: 6-16-2021   
Lisa Wilson LRE Director

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

FOR DANE COUNTY

Date Signed: \_\_\_\_\_  
County Executive

Date Signed: \_\_\_\_\_  
County Clerk

\* Print name and title, below signature line, of any person signing this document.