

Dane County Contract Addendum Cover Sheet

Revised 06/2021

RES 254
Significant

Contract # Admin will assign	13558C
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Dept./Division	Clerk of Courts	Vendor Name	Wisconsin Law Library
Brief Addendum Title/Description	To provide law library in Dane County.	Vendor MUNIS #	8893
		Addendum Term	01/01/2022-12/31/2022
		Amount (\$)	\$ 131,327.00

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:	
		Org:	Obj:	Proj:	
<input type="checkbox"/>	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
<input type="checkbox"/>	New PO / Req. Submitted Req#	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.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000. Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution	
	Original	Jan. 1, 2019-Dec. 31, 2019	\$ 115,040.00	<input type="checkbox"/> None	Res# 444
	A	Jan. 1, 2020 - Dec. 31, 2020	\$ 120,747.00	<input type="checkbox"/> None	Res# 404
	B	Jan 1, 2021 - Dec. 31, 2021	\$ 131,327.00	<input type="checkbox"/> None	Res# 322
	C	Jan 1, 2022-Dec.31, 2022	\$ 131,327.00	<input type="checkbox"/> None	Res# 254
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 498,441.00		

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
electronically signed by Carlo Esqueda December 7, 2021

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/8/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, December 8, 2021 10:27 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #13558C
Attachments: 13558C.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/8/2021 10:28 AM	Approve: 12/8/2021 10:28 AM
	Rogan, Megan	Read: 12/8/2021 10:38 AM	Approve: 12/8/2021 10:38 AM
	Gault, David	Read: 12/8/2021 1:24 PM	Approve: 12/8/2021 1:26 PM
	Lowndes, Daniel		Approve: 12/8/2021 12:33 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 #13558C
Department: Clerk of Courts
Vendor: Wisconsin Law Library
Contract Description: Provide a law library in the Courthouse (Res 254)
Contract Term: 1/1/22 – 12/31/22
Contract Amount: \$131,327.00

Thanks much,
Michelle

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 in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

AWARDING CONTRACT TO THE WISCONSIN STATE LAW LIBRARY

The Dane County Legal Resource Center operates under a contract between Dane County and the Wisconsin State Law Library. The Dane County Legal Resource Center provides law 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, 2022 through December 31, 2022Awa, in the amount of \$131,327 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.

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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 maintain 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, 2022 to continue the program for library services, at an additional cost of \$104,927. Those payments are to be made as follows upon receipt of an invoice to Shelly Maas, Chief Deputy, Clerk of Courts:


\$54,927 on or before January 14, 2022; and \$50,000 on or before May 2, 2022
4. On or before March 31, 2022, 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. Randy R. Keschnick, Director of State Courts

12/7/21

Date

* * *

FOR COUNTY:

Joseph T. Parisi
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date