

Dane County Contract Cover Sheet

Revised 06/2021

RES 121

Dept./Division	Dane County Waste and Renewables		
Vendor Name	Columbia County Public Works	MUNIS #	1474
Brief Contract Title/Description	AUTHORIZING HAZARDOUS WASTE COLLECTION AGREEMENT WITH COLUMBIA COUNTY		
Contract Term	August 2021 - December 31, 2021 with automatic 1 year renewals until either party terminates the agreement.		
Contract Amount	Estimated Revenue of \$4,000.00/year		

Contract # Admin will assign	14427
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	Kevin Belida	Name	Greg Kaminski
Phone #	608-838-3212	Phone #	608-742-6651
Email	belida.kevin@countyofdane.com	Email	Gregory.kaminski@co.columbia.wi.us
Purchasing Officer	Pete Patten		

Purchasing Authority	<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)	RFB/RFP #
	<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	

MUNIS Req.	Req #	N/A	Org:		Obj:		Proj:	
	Year	N/A	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 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	Res #	121
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	2021

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
Dept. Head / Authorized Designee


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

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

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, August 12, 2021 9:10 AM
To: Hicklin, Charles; Krohn, Margaret; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14427
Attachments: 14427.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Krohn, Margaret		Approve: 8/12/2021 9:30 AM
	Patten (Purchasing), Peter		Approve: 8/12/2021 2:07 PM
	Gault, David	Read: 8/12/2021 9:24 AM	Approve: 8/12/2021 9:24 AM
	Lowndes, Daniel	Read: 8/12/2021 1:05 PM	Approve: 8/12/2021 1:05 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 #14427
Department: Dept of Waste & Renewables
Vendor: Columbia County
Contract Description: Authorizing Hazardous Waste Collection Agreement (Res 121)
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.

COUNTY OF DANE
Agreement

Agreement No. _____

Authority: _____ Res. _____, 2021

Department: Waste & Renewables

THIS AGREEMENT dated JUNE 1, 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 Columbia, a body corporate (hereafter referred to as "COLUMBIA 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 COLUMBIA COUNTY, whose address is c/o Public Works Director, 400 DeWitt Street, Portage, WI 53901, 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 COLUMBIA COUNTY, DANE COUNTY being willing to provide those services and COLUMBIA 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 COLUMBIA 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 COLUMBIA COUNTY during DANE COUNTY's Clean Sweep Facility hours of operation. DANE COUNTY shall provide all tools, equipment, vehicles and supplies

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

3. DANE COUNTY will include COLUMBIA COUNTY in the application process for WI DATCP Clean Sweep grants and COLUMBIA COUNTY shall cooperate in the application process. DANE COUNTY agrees to administer the Clean Sweep program and deduct from the grants any administrative or other costs associated with these grants. Grant funds will be used by DANE COUNTY to offset costs associated with operation of DANE COUNTY's Clean Sweep Facility.

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

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

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

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

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

9. COLUMBIA COUNTY agrees to compensate DANE COUNTY for any and all costs incurred from the acceptance and disposal of COLUMBIA COUNTY residents' waste. The costs will be a combination of a \$10 flat fee paid up front (paid by the COLUMBIA COUNTY resident delivering waste) and a \$65 cost per participant thereafter (paid by COLUMBIA COUNTY). COLUMBIA COUNTY residents participating in this Agreement are required to obtain a voucher from COLUMBIA COUNTY's solid waste facility, whose staff will verify acceptance of waste to be delivered under this Agreement and issue a voucher to be delivered to DANE COUNTY's Clean Sweep Facility along with associated waste. Vouchers will be tallied after the end of the year to calculate total costs incurred by COLUMBIA COUNTY under this Agreement. This payment to DANE COUNTY will serve to compensate for expenses incurred by DANE COUNTY under this Agreement.

103 10. DANE COUNTY shall maintain accurate records for expenses incurred by
104 COLUMBIA COUNTY under this Agreement.

105
106 11. Both parties shall commence, carry on, and complete their respective obligations
107 under this Agreement with all deliberate speed and in a sound, economical and efficient
108 manner, in accordance with this Agreement and all applicable laws. In providing
109 services under this Agreement, each party agrees to cooperate with the various
110 departments, agencies, employees and officers of the other party.

111
112 12. Each party agrees to secure at the party's own expense all personnel necessary to
113 carry out the party's obligations under this Agreement. Such personnel shall not be
114 deemed to be employees of the other party nor shall they or any of them have or be
115 deemed to have any direct contractual relationship with the other party.

116
117 13. Notices, bills, invoices and reports required by this Agreement shall be deemed
118 delivered as of the date of postmark if deposited in a United States mailbox, first class
119 postage attached, addressed to a party's address as set forth above. It shall be the duty
120 of a party changing its address to notify the other party of such change in writing within a
121 reasonable time.

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

130
131 15. In no event shall the making of any payment or acceptance of any service or
132 product required by this Agreement constitute or be construed as a waiver by either
133 party of any breach of the covenants of this Agreement or a waiver of any default of the
134 other party and the making of any such payment or acceptance of any such service or
135 product by either party while any such default or breach shall exist shall in no way impair
136 or prejudice the right of the other party with respect to recovery of damages or other
137 remedy as a result of such breach or default.

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

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

18. 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.

19. 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.

20. 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.

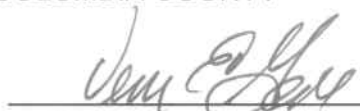
21. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed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

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

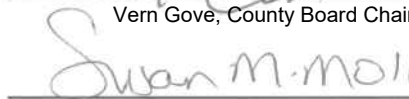
IN WITNESS WHEREOF, DANE COUNTY and COLUMBIA COUNTY, by their respective authorized agents, have caused this Agreement to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR COLUMBIA COUNTY*

Date Signed: 6-22-21


Vern Gove, County Board Chairman

Date Signed: 6/22/21


Susan Moll, County Clerk

FOR DANE COUNTY

Date Signed: _____

County Executive

Date Signed: _____

County Clerk

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