



**LAND CONSERVATION COMMITTEE**  
**Wednesday February 3, 2021, 7:15 P.M.**  
**CALL: 1-312-626-6799**  
**MEETING ID: 837 6768 6599**

Join Zoom Meeting

<https://us02web.zoom.us/j/83767686599?pwd=WXVJZWpyY2hCa2hWVzh6V0hHR3pLQT09>

Meeting ID: 837 6768 6599

Passcode: 545274

One tap mobile

+13126266799,,83767686599#,,,,\*545274# US (Chicago)

If you are interested in providing public comments on items on this agenda, you must submit your comments by noon on Tuesday, February 2, 2021. To submit a public comment use the following email: [andrew.baker@co.rock.wi.us](mailto:andrew.baker@co.rock.wi.us)

**Join from a telephone:**

- On your phone, dial the phone number provided above
- Enter the meeting ID number when prompted, using your dial-pad.
- Please note that long-distance charges may apply. This is not a toll-free number.
- Supervisors: Please identify yourself by name
- Please mute your phone when you are not speaking to minimize background noises
- We are new at holding meetings this way, so please be patient

Instructions for the hearing impaired –

<https://support.zoom.us/hc/en-us/articles/207279736-Getting-started-with-closed-captioning>

**LAND CONSERVATION COMMITTEE**  
**Wednesday February 3, 2021, 7:15 P.M.**  
**VIA ZOOM**

**AGENDA**

1. Call Meeting to Order
2. Approval of Agenda
3. Approval of Minutes – January 6, 2021 Meeting
4. Citizen Participation, Communications, and Announcements
5. Review Bills Paid
6. **Action Item.** David Terrall - USDA Wildlife Services. 2020 Wildlife Damage Abatement and Claims Program claims approval.
7. **Action Item.** Approval of Farmland Preservation Notice of Noncompliance Documents (Tax Year 2020)
  - A. Marilyn E Shoemaker (Voluntary, chose not to participate in program, no compliance issues)
  - B. Hood 1992 Trust (Did not return annual notification for 2020, no response to correspondence, tax bill address is out of state)
  - C. Morgan Farms (Did not return annual notification for 2020, no response to correspondence)
  - D. James G Graft (Did not return annual notification for 2020, no response to correspondence)
  - E. William and Judith Kutz (Voluntary, chose not to participate in program due to nutrient management requirement, no compliance issues)
8. **Action Item.** Six month extension request for Rock County Permit ECSW-2020-5, Peace Development/Lakewoods 4<sup>th</sup> Addition – Fulton Township (Additional time to finalize repairs to best management practices)
9. **Action Item:** Approval of 2021 Clean Sweep Grant Contract
10. **Action Item:** Approval of Intergovernmental Agreement Between Rock County and the City of Janesville Regarding Technical Services for Water Quality Trading
11. **Possible Action Item:** Approval of Letter of Support for Glacierland RC&D Application for NACD Technical Assistance Grant, including possible contribution of office space, staff time and/or monetary resources as local match (email and example letter attached for reference).
12. **Informational Item.** Purchase of Agricultural Conservation Easements
13. **Informational Item.** Semi Annual Report – Attendance at Conventions/Conferences
14. Adjourn



## MINUTES

### ROCK COUNTY LAND CONSERVATION COMMITTEE Wednesday January 6, 2021, 7:15 P.M. Virtual Meeting - Zoom

1. **Call to Order:** Chair Bostwick called the meeting to order at 7:15 pm.  
  
**Committee Members Present:** Stephanie Aegerter, Rich Bostwick, Wes Davis, Kaelyb Lokrantz, Mike Mulligan, James Quade, Alan Sweeney and Bill Wilson.  
  
**Committee Members Excused:** None  
  
**Others Present:** Andrew Baker
2. **Approval of Agenda:** Andrew asked that Item #7 be struck from the agenda. Supervisor Davis moved to approve the agenda as amended, seconded by Supervisor Aegerter. **Motion carried unanimously.**
3. **Approval of Minutes – December 2, 2020 LCC meeting.** Mr. Quade moved the approval of the minutes, seconded by Supervisor Mulligan. **Motion carried unanimously.**
4. **Citizen Participation, Communications, and Announcements:** None
5. **Review Bills Paid:** The Committee reviewed the bills to be paid. There were no questions.
6. **Action Item:** Approval of Farmland Preservation Notice of Noncompliance Documents. Anne L Haines. Andrew explained this was for 22 acres of land at N Tolles Rd and County Hwy M. Landowner chose not to participate. No compliance issues. Supervisor Mulligan made a motion to approve, seconded by Supervisor Lokrantz. **Motion carried unanimously.**
7. ~~**Action Item:** Six month extension for EC-2020-5, Six month extension request for Rock County Permit EC-2020-5, Joe Cash Pond Project – Newark Township (Additional time to final repairs to best management practices)~~
8. **Action Item:** Approval of LCD Fee and Penalty Schedule. Andrew stated that no significant changes have been made, simply cleaned up language, Ordinance references, etc. Last time acted on by LCC was 2016. Supervisor Dave asked about NMM Reclamation fee schedule. Andrew explained we have statutory limitations that fees collected cannot exceed cost of program and a portion of the fee collect is transferred to DNR for oversight staff costs. Questions of whether fee changes should be considered overall... Andrew responded that maybe that may be appropriate for 2022 after there is a chance to evaluate programs and new staff arrangements. Supervisor Davis made a motion to approve the Fee and Penalty Schedule presented for approval, seconded by Supervisor Aegerter. **Motion carried unanimously.**
9. **Action Item:** Approval and designation of Norman J Tadt Jr. to act on behalf of the County in signing / approving contracts, applying for grant funds, reporting on grant funds, requesting reimbursements, certifying non-engineering practices and other such duties related to DATCP Soil and Water Resources Management cost share and staffing grants (Delegated staff person must spend 100% of time on conservation related activities; action required due to new joint Department head position). Andrew explained that this was necessary due to the fact that there is now a joint Department Head position with Planning and Development. Department Head can no longer sign DATCP documents because not 100% conservation employee. Chair Bostwick clarified that the record should reflect that Committee Chair would also have authority to sign all documents, Mr. Tadt would be designee if necessary. Supervisor Sweeney made a motion to approve, seconded by Supervisor Davis. **Motion carried unanimously.**

10. **Action Item. Resolution.** APPROVAL TO BEGIN ACQUISITION PROCESS FOR SELECTED 2020 PACE PROGRAM APPLICATIONS (FEDERAL FUNDING APPLICATIONS). Andrew explained this resolution formalizes the decision made that the last LCC meeting, as recommended by the PACE Council, to proceed with applications for three properties to the NRCS ACEP-ALE program. Supervisor Davis asked about the title policy required for each property, which is designated at \$15,000 to start and will be increased to the full purchase price if easement acquisition is approved.

Supervisor Davis made a motion to approve the Resolution, seconded by Supervisor Sweeney.  
**Motion carried unanimously.**

11. **Adjourn:** Supervisor Lokrantz made motion to adjourn at 7:42 pm, seconded by Supervisor Mulligan. **Motion carried unanimously.**

Respectfully Submitted,

Andrew Baker  
Director

**Minutes are not official until adopted by the Land Conservation Committee.**

G: office/lcc/lcc2020/M01062021



**ROCK COUNTY WILDLIFE DAMAGE PROGRAM  
2020 CLAIM SUMMARY**

<u>Name</u>	<u>Crop</u>	<u>Appraised Loss</u>	<u>Payable Loss</u>	<u>Species</u>	<u>Township</u>	<u>Abatement</u>
Matt Everhart	Corn, Alf	Act 82-shooting permit		Deer	Janesville	Shooting permit
James Hanlon	Corn	\$1,055.34	\$555.34	Geese	Milton	pyrotechnics, shooting permit
Marjorie Hanlon	Soybeans	\$2,041.50	\$1,541.50	Geese	Milton	shooting permit, pyrotechnics, flagging
Craig Myhre	Corn	No Claim Filed		Geese	Porter	pyrotechnics, shooting permit
Roger Quade	soybeans	No Claim Filed		Geese	Johnstown	Pyrotechnics, Shooting permit
Bess Ann Wenham	Soybeans	No Claim Filed		Geese	Lima	Pyrotechnics, Shooting permit
John Zehrer	Cut Plants	Not Eligible for Claims		Deer	Beloit	Shooting permit

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**TOTALS      \$3,096.84      \$2,096.84**

<u>Year</u>	<u>Participants</u>	<u># of claims</u>	<u>Appraised Loss</u>	<u>Payable Loss</u>
2020	7	2	\$3,096.84	\$2,096.84
2019	5	4	\$20,355.52	\$15,110.64
2018	5	4	\$11,698.59	\$9,698.59
2017	2	2	\$2,746.95	\$1,746.95
2016	2	2	\$3,404.93	\$2,404.93
2015	2	1	\$864.42	\$364.42
2014	4	1	\$1,081.91	\$581.91
2013	4	0		
2012	4	0		
2011	5	1	\$2,464.62	\$1,964.62
2010	7	4	\$5,129.89	\$3,298.19
2009	6	2	\$1,812.94	\$1,081.59
2008	6	2	\$1,660.83	\$1,160.83
2007	5	2	\$2,576.51	\$2,076.51
2006	4	3	\$3,090.12	\$2,340.12
2005	6	3	\$3,637.67	\$3,232.10
2004	5	1	\$1,161.13	\$911.13
2003	5	2	\$2,750.91	\$2,250.91
2002	2	2	\$4,699.58	\$4,199.58
2001	3	2	\$1,055.29	\$555.29

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Wisconsin Department of Agriculture, Trade and Consumer Protection  
 Division of Agricultural Resource Management  
 Bureau of Agrichemical Management  
 PO Box 8911  
 Madison WI 53708-8911  
 Phone: (608) 224-4536

**Wisconsin Clean Sweep Grant Contract – HHW and Ag Collections**  
 (Sections 93.55 and 93.57, Wis. Stats.)

Contract Period  <b>Period through December 31, 2021</b>	DATCP Ag. Grant Amount <b>\$1,249.50</b>  Grant Recipient Contribution Amount <b>\$416.50</b>	DATCP HHW Grant Amount <b>\$5,472.00</b>  Grant Recipient Contribution Amount <b>\$1,824.00</b>
Contact Name and Phone Number <b>Anne Miller Rock County Land Conservation Department 608-754-6617 x4758</b>	Mailing Address <b>Rock County Land Conservation Department 440 N US Hwy 14 Janesville, WI 53546</b>	

Based upon their mutual promises and other good and valuable consideration, the Wisconsin Department of Agriculture, Trade and Consumer Protection (hereafter the “department”) and Rock County Land Conservation Department (hereafter the “grant recipient”) agree as follows:

**Contract Terms and Conditions**

Under this contract, the department awards the grant recipient a Clean Sweep grant in the amount indicated above. This grant is subject to the following terms and conditions:

**A. General Terms and Conditions**

- A.1 The grant funds awarded by the department shall be used to reimburse the grant recipient’s direct costs listed in s. ATCP 34.04(2), Wis. Admin. Code, for the agricultural chemical and container collection and/or household hazardous waste collection project. The project being funded by this contract must meet applicable requirements in Ch. ATCP 34, Wis. Admin. Code. This contract is subject to and incorporates applicable provisions of ss. 93.55, and 93.57 Stats; Ch. ATCP 34, Wis. Admin. Code, and the grant announcement issued by the department pursuant to Ch. ATCP 34, Wis. Admin. Code.
- A.2 Except as otherwise provided in section B, payment of grant funds to the grant recipient shall be made only after the grant recipient has completed all activities described in the approved grant application and submitted the final report required under s. ATCP 34.18, Wis. Admin. Code, to the department. Grant award payments, less any amounts withheld because of the grant recipient’s breach of this contract, shall be made within 60 days after submission of final report.
- A.3 The grant recipient shall at all times comply with all federal, state or local laws, ordinances, regulations or formal guidelines in effect during the period of this contract. The department may withhold paying or seek the return of dispersed grant funds in any amount it deems appropriate if the grant recipient breaches any provision of this contract or fails to at all times comply with all federal, state, or local laws, ordinances, regulations or formal guidelines in effect during the period of this contract, including the failure to meet timeframes established in this contract or Ch. ATCP 34, Wis. Admin. Code.
- A.4 The department shall not pay any grant funds to the grant recipient for reimbursement of costs incurred for collecting or disposing of the items listed in s. ATCP 34.04(3), Wis. Admin. Code, or for reimbursement of costs not directly related to the project activities described in the grant application. Upon written notice from the department, the grant recipient shall return to the department any grant funds received by the grant recipient for reimbursement of costs not directly related to the project activities described in the grant application. Funds provided under this contract may not be used, directly or indirectly, for lobbying or for illegal activities.

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- A.5 The grant recipient shall perform and complete the project described in the grant recipient's approved grant application on file with the department, and any approved amendments to its approved grant application. Tasks required for successful project completion include, but are not limited to, participation in planning meetings, collection site selection, project management, fiscal accounting and record keeping, an organized public relations campaign, site walk-throughs, pre-registration for Very Small Quantity Generators (VSQGs), waste collection and transportation, and making necessary operational adjustments. The grant recipient shall complete and submit a final report to the department within 60 days after the project is completed as provided in s. ATCP 34.18 (1), Wis. Admin. Code and the Final Report Guidelines for Agricultural and Household Hazardous Waste Grants.
- A.6 The grant recipient shall assume responsibility as a hazardous waste generator under the Federal Resource Conservation and Recovery Act (RCRA) for hazardous waste received in connection with the project funded by this contract. As a hazardous waste generator, the grant recipient shall comply with applicable requirements under s. 291.21, Wis. Stats., and RCRA. The grant recipient shall contract with a hazardous waste contractor as provided in s. ATCP 34.16, Wis. Admin. Code. A signed copy of the grant recipient's hazardous waste contract shall be available for review by the department prior to commencing and throughout grant activities under this contract. By signing this contract, the grant recipient affirms the hazardous waste contract and contractor complies with s. ATCP 34.16, Wis. Admin. Code, and the corresponding pricing schedule must be provided to the department before April 15, 2020. If the grant recipient contracts with the hazardous waste contractor that manages the state of Wisconsin's hazardous wastes under the cooperative state purchasing agreement, submittal of the pricing schedule is not needed.
- A.7 The department may cancel this contract in whole or in part without penalty if the grant recipient violates this contract or fails to comply with applicable provisions of ss. 93.55 and 93.57, Wis. Stats. or Ch. ATCP 34, Wis. Admin. Code. The grant funding under this contract is contingent upon the availability of funding. If money is not available for project funding due to non-appropriation of funds, the department may cancel this contract in whole or in part without penalty.
- A.8 Amendments to this contract, if any, shall be in writing, mutually agreed upon by the department and the grant recipient, and signed by the authorized representative of the department and the grant recipient. The original grant contract, the approved grant application, amendments and referenced statutes and rules shall constitute the entire contract.
- A.9 The grant recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor. This audit shall be performed in accordance with state single audit guidelines issued by the Wisconsin Department of Administration. The amount of the payment must be reported under non-major state program in the Federal and State Financial Assistance Single Audit Report (State I.D.#115.04 Agricultural Clean Sweep). The department may have an additional audit performed of the grant recipient's use of this grant contract funding.
- A.10 The grant recipient shall maintain separate records for this project. Financial records shall be maintained in accordance with generally accepted accounting principles. For a period of six years after this contract is completed or such longer period as may be required by law, the grant recipient and its contractors shall preserve records related to this contract and make them available to the department for inspection and copying.
- A.11 This contract shall take effect when signed by both parties, and shall end December 31, 2021, or 30 days after either party notifies the other in writing of its desire to terminate this contract. This contract replaces any previous contracts between the department and the grant recipient.
- A.12 The State of Wisconsin standard State contract provisions, Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurement for Services (DOA-3681), are attached to and made part of this Contract in Attachment A. In the event of a conflict between any provision contained in Attachment A and any other provision of this Contract, such other provision shall prevail over the conflicting provision in Attachment A.
- B. Additional Terms and Conditions for This Contract
- B.1 The grant recipient shall fund a portion of the grant recipient project by providing a contribution in accordance with the provisions of s. ATCP 34.04(5), Wis. Admin. Code. The total dollar value of the contribution shall be a minimum of 25% of the final total project cost. The dollar value amounts shall be reported on reimbursement documents.

- B.2 The grant recipient shall pay the hazardous waste contractor the amounts due and owing under the grant recipient's hazardous waste contract for the hazardous waste contractor's incurred costs that are to be reimbursed to the grant recipient under this project.
- B.3 For permanent collection projects, one or more partial grant fund payments may be provided during the permanent collection project. An interim report containing interim information of the type required under s. ATCP 34.18, Wis. Admin. Code, may be required before any partial payment is made.
- B.4 From the contracted funding, up to 50% of a grant recipient's cost to collect and dispose of agricultural pesticides and containers received from VSQGs, as defined in s. ATCP 34.02(18), Wis. Admin. Code, who are not agricultural producers, may be reimbursed provided that the requirements of ss. ATCP 34.04(6) and 34.14, Wis. Admin. Code, have been satisfied. The reimbursement percentage shall not exceed 50% of the total cost of the collection from VSQGs unless the administrator of the department's agricultural resource management division approves a higher percentage rate.
- B.5 A county that receives grant funds for both a farm chemical waste collection project and a household waste collection project may reallocate up to 50% of either project's grant funding to the other project based on unanticipated changes in demand for collection services in either project. Reallocation of funds is prohibited if the reallocation results in a shortage of funds for that project. Documentation for the amount of the transfer and the reasons for the transfer of funds must be provided in the final report.
- B.6 The person who signs this contract on behalf of the grant recipient is authorized to and does commit the grant recipient to the terms and conditions of this contract.

**For State of Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP)**

\_\_\_\_\_  
 Sara Walling, Administrator  
 Division of Agricultural Resource Management  
 Wisconsin Department of Agriculture, Trade  
 and Consumer Protection

\_\_\_\_\_  
 Date

**For Rock County Land Conservation Department**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Name (print):

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

\_\_\_\_\_  
 Municipality:

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



## Standard Terms and Conditions (Request for Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letter-head, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

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are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

**15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

**16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

**17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

**18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

**19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

**19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions

on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

**19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

**19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

**19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

**19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

**20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

**21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

**22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

**23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:

**23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

**23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract.

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Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information, and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

**28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog

*Item 9*

for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

**35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement 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.





## Supplemental Standard Terms and Conditions for Procurements for Services

**1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

**2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

**2.1** The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

**2.2** Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

**2.3** No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

**2.4** Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

**3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

**3.1** Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision,

in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

**3.2** Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

**4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

**5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

**6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

**7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The

contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

**8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

# CONSULTANT SERVICES AGREEMENT

BY AND BETWEEN

CITY OF JANESVILLE

And

Rock County

For the

City of Janesville Water Quality Trading

This AGREEMENT is made and executed by and between the **CITY OF JANESVILLE**, a Wisconsin Municipal Corporation located in the County of Rock, conducting its principal business at 18 North Jackson Street, P.O. Box 5005, City of Janesville, County of Rock, State of Wisconsin, 53547-5005 (hereinafter the "CITY")

and

**Rock County**, a Wisconsin Municipal Corporation conducting its principal business at 51 South Main St, City of Janesville, County of Rock, State of Wisconsin 53545 (hereinafter the COUNTY").

**In consideration** of the covenants herein contained and payments by the CITY, the sufficiency of which is hereby acknowledged by the COUNTY, and the promises and performance promised by the COUNTY hereunder to the CITY, the COUNTY and the CITY hereby contract with each other to perform the services and pay the fees, respectively, hereinafter set forth, as applicable, according to the following terms and conditions:

I. UTILIZATION OF COUNTY SERVICES

The CITY hereby agrees to engage the COUNTY to perform the technical and professional services as hereinafter set forth. COUNTY shall at all times perform as an independent contractor.

II. SCOPE OF SERVICES – INCORPORATION OF ATTACHMENT OR APPENDIX

The COUNTY, in a manner consistent with the highest generally accepted standards and practices utilized by competent engineering firms in effect at the time and in the location of County's performance of services, shall perform, carry out and provide to the CITY in a professional manner all of the services required as set forth in Exhibit A hereto. Exhibit A and all other attachments hereto are reiterated and incorporated herein by reference as if fully set forth verbatim. In the event of any conflict between any provision set forth in this Agreement and any exhibit, attachment, or appendix incorporated herein by reference

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now or in the future, those terms, promises, obligations and provisions set forth in this Agreement shall always take precedence and govern. It is acknowledged that any exhibit, attachment or appendix attached hereto was prepared and submitted by the COUNTY in response to a CITY request for proposals. Hereinafter, the term "Agreement" shall include this Agreement and any and all expressly referenced exhibits, attachments and appendices hereto. In the event of any conflict between this Agreement and any attachment hereto, this Agreement shall govern. The list of exhibits and attachments is as follows:

- Exhibit A – Scope of Services dated January 1, 2021, including fees and schedule

### III. PERSONNEL

- A. The COUNTY represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Agreement.
- B. All of the services required hereunder shall be performed by the COUNTY in a highly professional manner customary for the engineering industry in the same locale and as set forth in Exhibit A hereto. All of the COUNTY personnel engaged in providing services shall be fully qualified and where applicable shall be authorized or permitted under State and Local law to perform such services. Sufficient technical supervision and administrative personnel shall be furnished at all times by the COUNTY to ensure proper and successful performance of this Agreement by the COUNTY in accordance with the foregoing highest professional standard of care.
- C. None of the services covered by this Agreement shall be subcontracted by the COUNTY.

### IV. PROJECT MANAGER AND PROJECT STAFF

- A. Assignment of Project Manager and Project Staff

The COUNTY shall assign the following individuals to manage and conduct the project described in this Agreement:

Project Manager: Chris Murphy  
Project Staff: Chris Murphy



B. Changes in Project Manager and Project Staff

The CITY has the right to approve or disapprove any proposed change from the individuals named in Section IV.A. The CITY shall be provided by the COUNTY with a resume of any proposed substitute prior to such substitution, and shall be given the opportunity to interview that person prior to its decision to approve or disapprove. No work by the proposed substitute can occur prior to approval by the CITY.

V. DATA TO BE FURNISHED

Secondary sources of information, data, reports, audits, records, and maps as are existing and available in the CITY and are necessary for providing the services as outlined in the Exhibit A hereto shall be furnished to the COUNTY without charge by the CITY. The CITY shall cooperate in every way reasonably possible in providing such data without undue delay.

VI. PERFORMANCE – TIME OF THE ESSENCE

This Agreement covers charges incurred by the COUNTY in furtherance of its duties set forth herein, beginning on the Agreement execution date. All services and required performance of the COUNTY shall be undertaken and completed by the COUNTY in such sequence as to timely fulfill the purpose of this Agreement. Time is of the essence in the COUNTY's performance and rendering of all services set forth in this Agreement.

VII. SCHEDULE AND PROGRESS REPORTS

The COUNTY and the CITY shall follow the schedule included in Exhibit A. The COUNTY shall provide monthly progress reports to the CITY setting forth the status of the services according to the aforementioned project schedule, itemizing funds expended and outlining tasks to be performed in the ensuing month.

VIII. COMPENSATION

The basis for payments by the CITY to the COUNTY for services performed under this Agreement shall be on a lump sum, not-to-exceed basis. The estimated fee shall be summarized in Exhibit A.

A. Staff Services

The COUNTY shall use a total multiplier of 15% of each project total cost.

Total Compensation for Services

Notwithstanding anything else in this Agreement to the contrary, the total amount of compensation that the CITY must pay to the COUNTY for all phases of the COUNTY's services rendered to the CITY under this Agreement shall not exceed one hundred and thirty-five thousand Dollars (\$135,000).

IX. METHOD OF PAYMENT

The CITY shall pay the COUNTY for services rendered on an annual basis. Such sums shall be paid in accordance with annual billings prepared by the COUNTY and approved by the CITY. COUNTY shall provide a request for funds associated with staff support and related expenses to the CITY by November 1<sup>st</sup> of the year in which the projects were installed. All invoices shall be emailed to [COJAcctPay@ci.janesville.wi.us](mailto:COJAcctPay@ci.janesville.wi.us). Said billings shall be governed by, and determined, in the following manner:

- A. The CITY shall cause payments to be made in accordance with such invoices, if such invoices are approved, no later than thirty (30) days after approval of the invoice. The CITY must determine whether or not it approves a particular invoice within thirty (30) days after receipt of the invoice. If the invoice is modified by the COUNTY, the CITY must determine whether or not it approves of such invoice as modified within fifteen (15) days after receipt of the modified invoice.
- B. Acceptance by the COUNTY of the final payment shall constitute payment in full for all services performed under the Agreement.

X. RECORDS AND AUDITS

The COUNTY shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended under this Agreement for not less than seven (7) years from the date of final payment. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The COUNTY shall provide free access to the representatives of the CITY at all times to such data and records. The COUNTY shall allow inspection and auditing of all data and records of the COUNTY relating to his performance under the Agreement, the making of copies of and transcripts therefrom as necessary to allow inspection of all Agreement

data, documents, proceedings, and activities related to this Agreement for a period of seven (7) years from the date of the final payment under this Agreement and all other pending matters are closed. Such inspections may occur during any and all business hours of the COUNTY. Such right to inspections shall not be denied for any reason and shall be immediately permitted and facilitated by the COUNTY upon CITY request.

XI. TERMINATION OF THE AGREEMENT

The Agreement shall continue ten years after the date of the most recent landowner incentive agreement. The CITY or COUNTY reserves the right to terminate this Agreement at any time and without cause by giving the other not less than five (5) calendar days prior written notice of such termination. Such termination shall be effective on the sixth (6<sup>th</sup>) calendar day after the date of the notice of termination. In the event of such termination, the CITY shall be liable only for the services rendered to the date of termination based upon fees and costs/expenses described herein and actually rendered and/or incurred with the CITY's permission by the COUNTY prior to the date of such termination notice. All completed or partially completed drawings, records, computations, computer software, surveys and survey information, documents, papers, plans, drawings, and all other material the COUNTY has created and/or collected prior to the termination date shall remain the exclusive property of the CITY.

XII. CONFLICT OF INTEREST

The COUNTY hereby warrants and represents that it has, at the time of execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The COUNTY further covenants that in the performance of this Agreement no person having any such interest shall be employed by the COUNTY.

XIII. ASSIGNABILITY

The COUNTY shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the CITY.

XIV. OWNERSHIP OF WORK PRODUCT

All Work Product prepared by COUNTY shall, upon payment by CITY, be the property of the CITY. The term "Work Product" as used herein includes, but is not limited to, any

and all documents, papers, written material, manuals, photographs, charts, graphs, plans, drawings, video tapes, maps, and other information or deliverables collected or created under this Agreement as set forth in Exhibit A. The term does not include financial records, accounting records, working papers, or other information pertinent only to the administration of this Agreement.

XV. CONFIDENTIALITY

CITY may provide confidential information to the COUNTY for the performance of services hereunder. Such information will be clearly marked "Confidential Information". No Confidential Information given to the COUNTY under this Agreement shall be made available to any individual or organization by the COUNTY without the prior written approval of the CITY. Notwithstanding the foregoing, COUNTY shall have no confidentiality obligation with respect to information that 1) becomes generally available to the public other than as a result of disclosure by COUNTY or its agents or employees; 2) was available to COUNTY on a non-confidential basis prior to its disclosure by CITY; or 3) becomes available to COUNTY from a third party who is not, to the knowledge of COUNTY, bound to retain such information in confidence. In the event COUNTY is compelled by subpoena, court order, or administrative order to disclose any confidential information, COUNTY shall promptly notify CITY and shall cooperate with CITY prior to disclosure so that CITY may take necessary actions to protect such Confidential Information from disclosure.

XVI. AGREEMENT CHANGES

The parties hereto may both from time to time require and/or desire changes in the Scope of Services and the time of performance as set forth herein. Such changes, including any increase or decrease in the scope of services and/or in the amount of compensation to the COUNTY, that are mutually agreed upon by and between the parties hereto shall be incorporated as written amendments to this Agreement. The CITY at any time and from time to time may request the COUNTY to perform additional services and/or to not perform and/or to modify previously agreed upon services, in which event(s) the COUNTY shall forthwith comply if there is mutual agreement of both parties. The COUNTY may not modify, add to, or subtract from the services they are obligated to render under this Agreement without the express prior written authorization/concurrence of the CITY. Any claim by the COUNTY for an adjustment under this clause for additional services must be asserted within ten (10) days from the date of receipt by the COUNTY of the notification of change request from the CITY.



XVII. INDEMNIFICATION

The COUNTY shall indemnify, save, and keep harmless the CITY, its officers, agents, and employees of and from all liabilities, liens, judgments, costs, damages, and expenses to the extent caused by COUNTY's negligent and intentional acts, errors, and omissions, and those of its officials, officers, employees, representatives, and agents (collectively "COUNTY") that may in any way be suffered by the CITY and/or or by any of its elected and/or appointed officials, officers, employees, representative and/or agents (hereinafter the "CITY OFFICIALS"), or that may accrue against or be charged to or recovered from the CITY and/or CITY OFFICIALS arising from Consultant's negligent acts, errors, or omissions in the COUNTY's performance of services under this Agreement.

The CITY shall indemnify, save, and keep harmless the COUNTY, its officers, agents, and employees of and from all liabilities, liens, judgments, costs, damages, and expenses to the extent caused by CITY's negligent and intentional acts, errors, and omissions, and those of its officials, officers, employees, representatives, and agents (collectively "CITY") that may in any way be suffered by the COUNTY and/or or by any of its elected and/or appointed officials, officers, employees, representative and/or agents (hereinafter the "COUNTY OFFICIALS"), or that may accrue against or be charged to or recovered from the COUNTY and/or COUNTY OFFICIALS arising from Consultant's negligent acts, errors, or omissions in the CITY's performance of services under this Agreement.

XVIII. INSURANCE

The COUNTY shall at all times obtain and solely at COUNTY's cost and expense maintain insurance to protect the COUNTY from claims under worker's compensation acts; claims due to bodily or personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of negligent and/or intentional acts, errors, or omissions of the COUNTY and each and every of the COUNTY's officials, officers, employees, independent contractors, contractees, subconsultants, representatives, and agents, as well as the employees and agents of the CITY. The COUNTY shall provide to the CITY proof of such coverage at the time of execution of this Agreement and forthwith at all other times upon demand by the CITY. Failure to do so shall constitute a material breach of this Agreement.

XIX. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the COUNTY and CITY shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), and specifically agrees as follows:

- A. Both parties will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. Both parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Both parties agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

XX. INTEREST OF PUBLIC OFFICIALS

A. Interest of Members of the City

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in this Agreement; and the COUNTY shall take appropriate steps to assure compliance.

B. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in this Agreement; and the COUNTY shall take appropriate steps to assure compliance.

XXI. BEST EFFORTS

The COUNTY shall apply its best efforts and professional judgment in performing its services under this Agreement and for timely fulfilling each and every of the individual requirements set forth in the Scope of Services for this project as set forth defined in the Attachment(s)/Appendix(es) hereto. The CITY reserves the right to request and require modifications, and changes in the documentation, study, project results, and/or plans, as applicable, that in the City's sole discretion and judgment are in the best interests of the CITY.

XXII. DISPUTE RESOLUTION

Any and all disputes related to this Agreement that are not resolved by mutual agreement of the parties shall be resolved in a State of Wisconsin circuit court of competent jurisdiction. Such circuit court shall be located in the City of Janesville, County of Rock. Either party may sue the other for declaratory judgment, damages, specific performance, injunctive relief, or any other legal or equitable relief as may be provided by law. The performance of this Agreement, its interpretation, and the resolution of all disputes connected therewith shall be governed, interpreted, and resolved in accord with the laws of the State of Wisconsin. Notwithstanding the foregoing, any dispute not resolved by mutual agreement of the parties may also be resolved by binding arbitration but only in the event that both parties consent to same.

XXIII. RESPONSIBILITIES OF THE CITY

At its own expense, the CITY will have the following responsibilities regarding the administration of the Agreement by the COUNTY.

A. Project Officer

David Botts shall be the Project Officer and act as the CITY 's representative with respect to the services performed under this Agreement.

Joe Zakovec will be the Project Manager and will routinely coordinate tasks directly with the COUNTY.

B. Prompt Response

To prevent an unreasonable delay in the COUNTY's services, the CITY will examine and approve or disapprove all reports and other documents within a reasonable time period, unless otherwise specified herein.

XXIV. COMPLETENESS OF THE AGREEMENT

This cover document and each and every of its attachments, appendices, and schedules contain all the terms, promises, conditions, and provisions of this Agreement. Any alteration shall be invalid unless made in writing, signed by both parties, and incorporated as an amendment to this Agreement. This document may be prepared and executed in multiple originals. All attachments hereto are incorporated herein by reference as if fully set forth verbatim, and are enumerated and described, supra.

XXV. SEVERABILITY



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Every part, term, and provision of this Agreement is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term, or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

- XXVI. This Agreement is signed in the State of Wisconsin and shall be subject to and interpreted under the laws of the State of Wisconsin.
- XXVII. No provision of this Agreement or attachment hereto shall be interpreted for or against either party because that party, or that party's attorney, drafted that provision or attachment.
- XXVIII. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
- XXIX. The parties hereto acknowledge and agree that all of the provisions of this Agreement and attachments hereto are valid and binding.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF JANESVILLE**

**ROCK COUNTY**

\_\_\_\_\_  
By: Mark A. Freitag,  
City Manager

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

\_\_\_\_\_  
ATTEST: David T. Godek,  
City Clerk-Treasurer

\_\_\_\_\_  
ATTEST:

Exhibit A

*Item 10*

**Phosphorus Reduction Goal.** The goal of the agreement is to install conservation practices and/or engineered solutions in the Rock River Total Maximum Daily Load Reaches within Rock County that result in phosphorus reduction per year as calculated using SNAP Plus of other models agreed to by the CITY and the COUNTY. For the length of this agreement, the phosphorus reduction goal is 1,800 pounds annually. Cost per pound of total phosphorus reduction shall not exceed \$50.00 per pound.

**Scope of Work.** COUNTY shall perform the services and provide the deliverables to landowners within the Rock River Total Maximum Daily Load Reaches in Rock County as noted below:

- a) Identify locations where conservation practices or engineered solutions can be implemented to achieve phosphorus reductions.
- b) Provide implementation assistance to install 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 Rock River.
- c) Calculate modeled phosphorus reductions for installed practices based on SNAP Plus or other agreed upon models.
- d) Facilitate and assist with agreements between the CITY and landowners. Please note the CITY will execute agreement terms and payments.
- e) Verify the status of installed conservation practices or engineered solutions that result in phosphorus reductions by conducting annual visits for the life of the practice.
- f) Provide an annual report to the City 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.

**Compensation for Projects, Staff Support and Related Expenses.**

The fee shall be 15% of each total project cost. Compensation is estimated between \$81,000 to \$135,000.

## ANDREW BAKER

---

**From:** Kirsten Jurcek <kirsten@gliacierlandrccd.org>  
**Sent:** Friday, January 22, 2021 9:12 AM  
**To:** ANDREW BAKER; ANNE MILLER; Kari Divine  
**Subject:** Conservation Partnership Meeting

**CAUTION:** This email originated from outside the Rock County (Rock-IT) network. Do not click links or attachments unless you recognize the sender and know the content is safe. If you feel this email is a potential phishing attempt, please forward to PhishingAlerts@co.rock.wi.us for review.

Hello Andrew and Anne,  
Kari Divine, Glacierland RC&D, Executive Director, and would like to have a conversation with you regarding partnership on our NACD Grant Application.  
Anne Miller and I spoke about this & we thought my assistance to grazing farmers as well as some of the farmers who have cattle in stream corridors would benefit conservation in Rock County.

Would you have time to discuss our project next week? Kari and I are available any time Monday, Jan 25th, 9:00 - 4:00, Tuesday, Jan 26th from 9- 11 or Wednesday, Jan 27th from 12:00 - 4:00. Please let me know if any of these times work for you.

A brief summary of our project follows:  
Glacierland RC&D is applying to the National Association of Conservation Districts' Technical Assistance Grant program to continue our work with graziers in southeast Wisconsin through Resource Conservationists, Kirsten Jurcek and Mike Gehl.

Based on demand, we will expand the current service area and will be providing technical assistance in: Jefferson, Rock, Walworth and Waukesha counties (Kirsten) and in Dodge, Fond du Lac, Manitowoc, Sheboygan, Ozaukee and Washington counties (Mike). The Resource Conservationists will assist farmers in their transition to managed grazing or to enhance their current grazing systems. Information on NRCS cost share programs including EQIP and CSP will be shared with producers as a transition tool.

Because we are currently funded, we have an opportunity to submit an application as a part of the priority funding request before the RFP opens to all eligible applicants. We need your help to do so. To submit the application, we need to identify and document matching funds sources, which can be either cash or in-kind services, by mid-February.

I look forward to talking with you!

--  
Kirsten Jurcek  
Resource Conservationist  
Glacierland RC&D  
(920) 342-9504

Item 11  
LCD staff met with  
Glacierland staff on  
Tuesday, Jan 26<sup>th</sup>, same  
day agenda packet is due.  
Therefore, LCD staff will discuss  
possibilities for matching contributions,  
including leveraging state c/s dollars  
for these projects and make recommendation  
at the mtg  
AB





## Jefferson County Land and Water Conservation Department

Courthouse, 311 S Center Avenue, Room 113

Jefferson, WI 53549-1701

920-674-7110

February 13, 2020

Kari Divine  
Glacierland RC&D  
PO Box 11203  
Green Bay, WI 54307

Dear Ms. Divine:

I am writing to support Glacierland RC&D's application for a 2020 NACD Technical Assistance Grant to expand on its 2019 Technical Assistance grant with an additional part-time Resource Conservationist to serve southeast Wisconsin.

I understand this grant will provide specialized services for implementing best management practices (including rotational grazing, cover crops and no-till practices) to improve soil health and water quality.

Jefferson County currently works to protect soil health and water quality through a variety of programs including the Farmland Preservation Program, the Conservation Reserve Enhancement Program, and our state-funded cost-sharing program. County staff do not have the technical expertise on some best management practices, mainly managed grazing and cover crops. Having an additional person who specializes in managed grazing and other best management practices will fill this void and provide the expertise to encourage more landowners to enroll in NRCS cost share programs and adopt managed grazing and other sustainable farming practices across the region.

In support of Glacierland's application, Jefferson County will commit office space, printing, and copying over the length of the project to be valued at \$300 per month. In addition, county staff time will be provided to assist with identifying producers, local resource concerns, mapping, and education and outreach to farmers. I estimate that two Land and Water Conservation Department staff will contribute 2 hour of work each month (valued at \$173/month) as in-kind match for the project.

We are encouraged by this staffing opportunity and look forward to a successful partnership resulting in cleaner water and long-term farm sustainability.

Sincerely,

Patricia Cicero  
Interim Director

Cc: Ben Wehmeier, Jefferson County Administrator

*Item 11*



## Rock County Land Conservation Department

### INTEROFFICE MEMORANDUM

**To:** Land Conservation Committee  
County Administrator Josh Smith

**From:** Andrew Baker, Director *AMB*

**Date:** January 5, 2021

**Re:** Semi Annual Report – Attendance at Conventions/Conferences

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Per resolution 06-9A-087, each department head is responsible for reporting on a semi-annual basis all out of state training conventions or conferences along with associated costs per event, per employee and of all instances of attendance at all training, conventions, and conferences that exceed costs of \$1,000 per event, per employee (in state or out of state). This memorandum is for informational purposes.

Please be advised that no Land Conservation Department employee attended an out of state event or any event that exceeded the \$1,000 threshold per event, per employee, in the second half of 2020.

*Item 13*