



### **1.0 Authority**

These provisions are standard requirements of department contracts.

### **2.0 Standard Provisions**

1. Insurance Responsibility: The county shall maintain workers compensation insurance, as required by Wisconsin statute, for all employees engaged in this work.
2. Recordkeeping and Record Retention: The county shall establish and maintain adequate records of all expenditures incurred under this agreement.
  - a. All records shall be kept in accordance with accounting procedures established by the department.
  - b. The department shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any agreement resulting from this agreement between the department and the county.
  - c. The county shall retain all documents applicable to the agreement for a period of not less than three years after final payment is made.
3. Employment: The county will not engage the services of any person or persons now employed by the state, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of both the employer of such person or persons and the department.
4. Assignment: No right or duty in whole or in part by the county under this agreement may be assigned or delegated without the written consent of the department.
5. Cancellation: The department reserves the right to cancel this agreement in whole or in part without penalty for failure of the county to comply with terms, conditions, and specifications of this agreement.
6. Non-Appropriation of Funds: Continuance of this agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this agreement by lack of appropriations shall be without penalty.
7. Hazardous Materials/Hazardous Wastes: When the county encounters hazardous materials or hazardous wastes deposited on right-of-way under the jurisdiction of the department, the county is not to move or transport the material. Discovery of these materials is to be reported to the Department of Natural Resources, which has the responsibility to dispose of the material. Spills should be handled in the same manner. The county shall not transport hazardous wastes to the department.
8. Indemnity
  - a. Department: It is hereby understood and agreed all employees of the department and all other persons employed by it in the performance of the department's responsibilities under this agreement shall not be considered employees of the county and all claims arising under the Worker's Compensation Act of the State of Wisconsin on behalf of said department employees while so engaged and acting within the scope of their employment shall in no way be the obligation or the responsibility of the county.
  - b. County: It is hereby understood and agreed all employees of the county and all other persons employed by it in the performance of the county's responsibilities under this agreement shall not be considered employees of the department or the state and all claims arising under the Worker's Compensation Act of the State of Wisconsin on behalf of said county employees while

so engaged and all claims made by any third party as a consequence of any act or omission on the part of said county's employees while engaged in the performance of this agreement shall in no way be the obligation or the responsibility of the department or the state.

9. Nondiscrimination/Affirmative Action

- a. In connection with the performance of work under this agreement, the county 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), sexual orientation or national origin.
- b. 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 county further agrees to take affirmative action to ensure equal employment opportunities.
- c. The county agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the department setting forth the provisions of the nondiscrimination clause.
- d. Failure to comply with the conditions of this clause may result in termination of this agreement, or withholding of payment.