

INTERAGENCY AGREEMENT

DEPARTMENT OF TRANSPORTATION and DEPARTMENT OF WORKFORCE DEVELOPMENT for the OPERATION OF VENDING MACHINES IN REST AREAS

This interagency agreement (Agreement) is effective as of October 1, 2022, through September 30, 2027 by and between the Department of Transportation, Division of Transportation System Development (hereinafter DOT) and the Department of Workforce Development, Division of Vocational Rehabilitation (hereinafter DWD) (collectively, the parties).

The purpose of this Agreement is to specify the terms and conditions under which DWD may establish supervised vending machine operations in rest areas, pursuant to ss. 47.03(4) and 84.25(11), Wis. Stats., and the Surface Transportation Act of 1982, P.L. 97-424.

The parties enter into this Agreement for their mutual benefit and in full recognition of their respective statutory responsibilities, in particular, DWD' s responsibility to provide for a supervised Business Enterprise Program (BEP) in accordance with applicable state and federal statutes and the DOT' s responsibility for the governance and management of the property under its jurisdiction. DWD reserves the right to negotiate a separate agreement with DOT if new vending opportunities are identified and located on Wisconsin rest areas in alignment with the BEP priority.

In consideration, therefore, of the mutual undertaking and agreements hereinafter set forth, the parties agree to the obligations set forth below.

1) Roles and Responsibilities

DOT agrees to:

- A. Provide sufficient space within the rest areas identified in Section 3 to accommodate the vending machines.
- B. Maintain the space devoted to vending machines. Maintenance will include litter pick-up and trash disposal, maintenance of walkways and landscaped areas, the removal and control of snow and ice, marking and signing, and all other measures deemed necessary to provide adequate access to the vending machines.
- C. Provide the design, construction, and costs of any shelter which is retrofitted to an existing rest area to house vending machines.
- D. Provide a source of water and electrical power for the vending machines.

- E. Ensure that DOT staff do not disconnect the power or water source (if applicable) to vending machines unless there is an emergency (*e.g.*, electrical, flooding, etc.) or it is approved by the business operator or DWD.
- F. Notify DVR if there is a change in insurance requirements identified in Section 4, Insurance Responsibility. DOT shall give at least ninety (90) days' prior written notice to the DVR Point of Contact (see Section VIII Points of Contact) identifying the new rates and the effective start date.

DWD agrees to:

- A. Select, train, and supervise business operators to ensure compliance with this Agreement and Wis. Admin Code Ch. DWD 60.
- B. Provide business operators' contact information for each of the rest areas identified in Section 3.
- C. Furnish and maintain all vending equipment without cost to DOT.
- D. Ensure that the business operators provide quality vending services seven (7) days per week, twenty-four (24) hours per day.
- E. Restore spaces devoted to the vending machines to their original condition if the vending facilities are removed for any reason.
- F. Provide signs readily visible to patrons stating that the vending services are established, maintained and supervised by the Division of Vocational Rehabilitation as part of its Business Enterprise Program. The signs shall indicate how the public can make comments and/or complaints regarding the vending service and request refunds in the event of machine failure or malfunction.
- G. Submit an annual report of statewide activity relating to vending machines in rest areas identified in Section 3 to the contact identified by DOT. The report shall include the following:
 - i. Information on the number of DOT sites occupied,
 - ii. Site locations
 - iii. Number and type of machines at each site,
 - iv. Type of items dispensed
 - v. Number of blind persons served,
 - vi. Benefits provided to blind persons served under this Agreement
 - vii. Gross sales and net profit for each site
- H. The annual report shall be due each year by February 15th following the year for which the report is submitted.

- I. Verify that business operators and the Nominee Agency, as applicable, meet insurance requirements described in Section 4, Insurance Responsibility.

2) Vending Site Terms

- A. Products to be dispensed by the business operator at rest areas identified in Section 3 may include the following: canned, bottled, and boxed beverages, hot beverages, bagged snacks (such as cookies, pastries and candy), gum and any other related item desired by the motoring public at the discretion of the business operator.
- B. DWD staff, business operators, employee of said business enterprise or delivery personnel, may *not* use the median crossovers on limited access highways.

3) Rest Areas

- A. The following rest areas are included in this Agreement:
 - i. Rest areas 9 and 10 on I 90-94 in Juneau County
 - ii. Rest areas 11 and 12 on I 90-94 in Columbia County
 - iii. Rest areas 13 and 14 on I 94 in Jefferson County
 - iv. Rest area 15 on I 90 in La Crosse County
 - v. Rest area 16 on I 90 in Monroe County
 - vi. Rest areas 17 and 22 on I 90 in Rock County
 - vii. Rest area 26 on I 94 in Kenosha County
 - viii. Rest area 31 on I 90 in La Crosse County
 - ix. Rest areas 33 and 34 on US.H 53 in Barron County
 - x. Rest areas 35 and 36 on I 43 in Walworth County
 - xi. Rest areas 51 and 52 on I 43 in Manitowoc County
 - xii. Rest areas 53 and 54 on I 94 in Jackson County
 - xiii. Rest areas 61 and 62 on I 94 in Dunn County
 - xiv. Rest areas 63 and 64 on USH 41 in Dodge County
 - xv. Rest areas 81 and 82 on I 39 in Marquette County

4) Insurance Responsibility

- A. DWD shall require that the business operator performing services under this Agreement shall:
 - i. Maintain workers compensation as required by Wisconsin Statutes.
 - ii. Maintain commercial general liability (CGL) insurance as follows:
 - a. General aggregate including products and completed operations: \$1,000,000
 - b. Each Occurrence: \$1,000,000

- iii. Maintain fire legal coverage; minimum coverage shall be \$100,000.
- iv. Maintain automobile liability insurance. The combined single limit minimum coverage shall be \$1,000,000.

B. If DWD uses a Nominee Agency to perform services under this Agreement, the Nominee Agency shall:

- i. Maintain commercial general liability insurance for bodily injury and property damage as follows:
 - a. Each occurrence limit: \$1,000,000
 - b. General aggregate limit: \$2,000,000
 - c. Products-completed operations limit: \$2,000,000
 - d. Personal and advertising injury Limit: \$1,000,000
- ii. Maintain business automobile liability insurance as follows:
 - a. Coverage shall include comprehensive automobile insurance covering the ownership, operation, and maintenance of all owned, non-owned and hired motor vehicles. The Nominee Agency shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.
- iii. Maintain workers compensation as required by Wisconsin Statutes.
- iv. Maintain employers liability insurance. The Nominee Agency shall maintain a policy limit of not less than \$500,000.
- v. Require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed Section 4.C.
- vi. Comply with the Additional Requirements included in Section 4.C.
- vii. Provide certificates and endorsements evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. The Nominee Agency shall require all insurers to provide WisDOT with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- 10 or better. The Nominee Agency shall mail certificates and endorsements to:

Wisconsin Department of Transportation
4822 Madison Yards Way, 8th Floor, South Tower
Madison, WI 53705

C. Additional Requirements:

- i. The insurance specified in B.i, B.ii, and B.v above shall:
 - a. Name WisDOT including its directors, officers, employees and agents as additional insureds by endorsement to the policies.
 - b. Provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- ii. The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. WisDOT may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- iii. Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against WisDOT, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors and their insurers.

5) **General Oversight:**

- A. Any DOT concern(s) regarding the vending services provided under this Agreement shall be sent in writing to the DWD point of contact identified in Section 6, Points of Contact.
- B. The DWD point of contact will follow-up with the DOT point of contact within three (3) business days of the reported concern(s).

6) **Points of Contact:**

DOT:

AJ Koch
Civil Engineer- Roadside Facilities
Office: 608-266-0059
Cell: 608-228-8399
andrew.koch@dot.wi.gov

DWD:

Bill Curry
Business Enterprise Specialist
608-504-0317
WilliamJ.Curry@dwd.wisconsin.gov

If there is a change in the point of contact for either party, at least thirty (30) days' prior written notice shall be given if the change is anticipated. If the change is unanticipated, notice shall be given as soon as practical thereafter.

7) Cost and Payment of Services:

A. DOT shall invoice DWD for an annual fee of two hundred and eighty dollars (\$280.00) per year for each snack, drink or other approved vending machine under this Agreement located within a safety rest area. This fee shall cover the costs incurred by DOT for services provided to accommodate the vending machines. The fee shall be prorated on a monthly basis for machines which do not occupy a site for the entire year.

8) Invoice Instructions:

Invoices must be submitted by DOT within 60 days of receiving the annual report from DWD. Invoices to be addressed as follows:

DWD – DIV OF VOC REHAB
ATTN: DVR BUDGET ANALYST
PO BOX 7852
MADISON WI 53707-7852

Enter the invoice into STAR as an inter-agency invoice, and then either:

1. FAX the invoice to (608) 327-6012 (preferred) OR
2. E-mail it to Einvoice@dwd.wisconsin.gov.

There is no need to mail in a hard copy of the invoice if the above steps are followed.

9) Nondiscrimination

- A. Pursuant to 2019 Wisconsin Executive Order 1, the parties agree that they must 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 family status, genetic information or political affiliation.
- B. The parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, 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. The parties shall take affirmative action to ensure equal employment opportunities consistent with state law. The

parties shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

10) Agreement Revisions or Termination

- A. Any modifications, additions, or deletions to this Agreement, including rest areas to be implemented in succeeding years, shall be mutually agreed upon by both parties. The revision will be effective only when DOT and DWD attach an addendum of amendment to this Agreement which is signed by the authorized representatives of both parties.
- B. Failure to comply with any part of this Agreement may be considered cause for revision, suspension or termination of this Agreement.
- C. This Agreement can be terminated by a 90-day written notice by either party to the other party. Upon termination, DOT must be reimbursed for all allowable costs and non-cancelable commitments incurred in the performance of this Agreement but not yet paid. Termination may not conflict with ss. 47.03(4) and 84.25(11), Wis. Stats., and the Surface Transportation Act of 1982, P.L. 97-424.

11) Conditions of the Parties Obligations

- A. This Agreement is contingent upon authorization of Wisconsin and United States law, and any material amendment or repeal of the same affecting relevant funding or authority of DWD must serve to revise or terminate this Agreement, except as further agreed to by the parties hereto.
- B. DWD and DOT understand and agree that no clause, term or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

DocuSigned by:

Rebecca Burkel

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Rebecca Burkel, Administrator
Division of Transportation System Development
Department of Transportation

12/2/2022

Date

DocuSigned by:

Delora Newton

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Delora Newton, Administrator
Division of Vocational Rehabilitation
Department of Workforce Development

12/2/2022

Date

DocuSigned by:

Pamela McGillivray

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Pamela McGillivray, Deputy Secretary
Department of Workforce Development

12/2/2022

Date