

**CONTRACT FORM** 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	<b>CONTRACT TYPE</b>		
	Professional Service - Operating		
	Professional Service - Capital		
	Purchase of Service		
	Preliminary	X	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
DHHS - Division of Youth & Family Services	800	8000

**VENDOR INFORMATION**

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.		
21073		X		DYFS19	020119	A

NAME OF VENDOR	ADDRESS
Kane Communications Group	250 E. Wisconsin Ave. Suite 1200
	Milwaukee, WI 53202

TAX I.D. NO.	EFFECTIVE DATES:	LENGTH OF CONTRACT	AMENDMENT ONLY: DOLLAR	TOTAL CONTRACT
	begin date                      end date	(IN MONTHS)	CHANGE	AMOUNT
46-1636022	02/01/19                      12/31/19	11		\$ 199,950.00

**ACCOUNTING INFORMATION**

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2019		1625	120	WS124011			6148	Technical Assistance			\$ 199,950.00

**PURPOSE OF CONTRACT**

Kane Communications will increase awareness and understanding, build excitement and acceptance, generate stakeholder and community involvement and drive positive outcomes for the SRCCCY initiative.

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. \_\_\_\_\_ Date Approved \_\_\_\_\_

If NO, why is County Board approval not required? Passive review by county board

Was Contract **fully** executed prior to work being performed (all signatures received)?  YES  NO

Is Vendor a certified professional service DBE?  YES  NO

Kevin Kelly	01/17/19	Contract Services Coordinator
Prepared By	Date	Title
		Contract Administrator
Signature of County Administrator	Date	Title

**2019 PROFESSIONAL SERVICE AGREEMENT**

**Contract No.: DYFS19-020119-A**

THIS AGREEMENT is entered into this 17<sup>th</sup> day of January, 2019, by and between Milwaukee County Department of Health and Human Services (DHHS), **Division of Youth & Family Services** located at 10201 West Watertown Plank Road, Milwaukee, WI 53226, hereinafter designated as "County/Purchaser" and **Kane Communications Group**, located at 250 E. Wisconsin Ave., Suite 1200, Milwaukee, WI 53202 designated as "Contractor/Provider."

Contact Person: Kimberly Kane  
Email Address: kimberly@kanecommgroup.com  
Federal ID: 46-1636022

WITNESS THAT:

WHEREAS, Purchaser is a governmental subunit of Milwaukee County managing and providing mental health, substance abuse and/or health and social services; and

WHEREAS, Purchaser also arranges for the provision and purchase of such services from Mental Health and Health and Social Services Providers for adults, children and families in Milwaukee County-operated programs or programs managed by Purchaser; and

WHEREAS the Contractor has substantial skills and experience in the field of **Technical Assistance** and has performed such services in an independently established profession in which contractor is customarily engaged.

SCOPE OF SERVICES

Contractor shall specifically perform all of the services and achieve the objectives as set forth in its application or proposal with all attachments submitted to County, and as indicated in the Attachment A, Schedule of Services to be Purchased including those mentioned on Statement of work or Scope of Work Documents (Document outlining the work that is to be carried out under a contract, broken down by specific tasks, timelines, and schedule of deliverables). It is understood that services may be added and/or removed throughout the duration of the contract and the notification of changes will come via an emailed letter from County. The Milwaukee County Department of Health and Human Services Year 2019 Professional Service Agreement Guidelines - Services Project Description and Technical Requirements, and the Milwaukee County Department of Health and Human Services Administrative Probation Policy for Noncompliance with Contract are incorporated herein by reference and made a part of this Agreement as if physically attached hereto and Contractor shall comply therewith.

Providing these services is to commence on or about February 1, 2019 and end on December 31, 2019 or at such time as services totaling the "not to exceed" amount specified herein have been provided. Milwaukee County agrees to pay the Contractor under this Contract an amount not to exceed **\$199,950 (One Hundred, Ninety-Nine Thousand, Nine hundred and fifty Dollars)** for this period.

## COMPENSATION

Contractor shall be compensated for work performed on an hourly basis at the billing rate listed in Attachment D - Price Proposal of this Contract. This compensation shall include any and all out-of-pocket expenses incurred by Contractor or its employees. The total compensation to Contractor for services performed under the Contract shall not exceed \$199,950 unless agreed to by County in writing. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days.

## BILLING

Payment for services under this Contract will be made upon presentation of a written, itemized and verified statement upon such forms and in such detail as may be required by County.

Contractor is required to submit the final invoice for payment within fifteen (15) business days of the contract termination date. Contractor must include the contract number on each invoice before invoices can be considered for payment.

All Invoices must conform in format and content with requirements of the Milwaukee County Department of Health and Human Services Contract Administration. Invoices for services provided under this contract should be emailed to the following person for initial approval:

Dennis Buesing, DHHS Contract Administrator at:  
DHHSAccounting@milwaukeecountywi.gov

Any additional expense incurred must have prior approval by County.

Any equipment purchased by County for the completion of the above services remains the sole property of County. A listing of such inventory must be submitted before final payment can be made.

Under no circumstances will contractor or any employee, contract staff, Independent Service Provider or volunteer of contractor be considered an employee of the County.

## OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

#### COUNTY RIGHTS OF ACCESS AND AUDIT.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to seven (7) years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances. This provision shall survive the termination of this Agreement regardless of the reason.

Provider shall, within the requested time period, furnish to Purchaser, at no cost to Purchaser, any and all information requested by Purchaser relating to the quality, quantity, and cost of services covered by this Agreement and shall allow authorized representatives of Purchaser, the Milwaukee County DAS, and Purchaser's funding sources to have access to all records necessary to confirm Provider's compliance with law and the specifications of this Agreement and any current relevant Policies and Procedures. Purchaser may require submission of requested documentation prior to payment for Covered Services. This provision shall survive the termination of this Agreement regardless of the reason.

#### AFFIRMATIVE ACTION.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

## TARGETED BUSINESS ENTERPRISE (TBE) PARTICIPATION

### I. GENERAL

Contractor shall comply with Chapter 42 of the Milwaukee County Ordinances. Contractor shall prepare and submit TBE-14 commitment form for each TBE company and reports TBE utilization to the Community Business Development Partners (CBDP) Office via B2G Now online payment program. B2G Now is Milwaukee County online system available to both Prime and Sub contractors at no charge. B2G Now training is available through CBDP. Failure to submit the TBE-14 form and submit payment information as prescribed herein, will result in disqualification of proposal, delay in payments, or other sanctions deemed appropriate by the County, including those listed below.

When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime Contractor and TBE sub-consultant(s), documentation that would indicate level of compliance. If the Contractor is not in compliance with the specifications, the County will notify the Contractor in writing of the corrective action that will bring the Contractor into compliance. If the Contractor fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:

- a. Terminate or cancel the contract, in whole or in part.
- b. Remove the Contractor from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three years.
- c. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the TBE goal, where the failure to meet the goal is the result of a finding by the CBDP of consultant/service provider's bad faith.
- d. If the Contractor has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the TBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses, and actual attorneys' fees incurred in the collection action.

**Definition of a TBE business:** A TBE business is a for profit entity as a DBE, Minority, Women or Small business; must be certified or registered with the following:

DBE certified by the WisUCP

MBE certified as a Minority Owned Business with the State of Wisconsin DOA

WBE certified as a Women Owned Business with the State of Wisconsin DOA

SBE registered (By Federal Size Standards, NAICS and registered in SAM)

## II. TBE PARTICIPATION GOAL

- A. The goal of DHHS is that each prime Contractor shall utilize TBE Firms to a minimum of 0% TBE of the total contract. The approved TBE participation percentage for this contract is: 0%. TBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to TBE Firms (TBE-14) form. Contractors receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase TBE participation proportionally.
- B. For a list of certified TBEs, access directory below or call the Certification Section at (414) 278-4747. If you need additional assistance in the identification of TBEs, contact the Community Business Development Partners (CBDP) Office at (414) 278-5210 or [cbdp@milwaukeecountywi.gov](mailto:cbdp@milwaukeecountywi.gov)
- DBE certified directory  
<http://wisconsinindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>
- Minority or Women certified directory  
<https://wisdp.wi.gov/Search.aspx>
- C. A prime Contractor shall count towards the TBE requirement and be credited with one hundred percent (100%) of expenditures to TBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified TBE firm. The Director of the CBDP Office through the application of 49 CFR § 26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
- D. Prime Contractor is required to notify the CBDP Office if their TBE subcontractors will further subcontract out work on this project.
- E. Listing a TBE on the Commitment to Subcontract to TBE Firms form or Plan shall constitute a written representation and commitment that the prime Contractor has communicated and negotiated directly with the TBE firms(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor will enter into a subcontract agreement with the TBE firm(s) listed on the Commitment to Subcontract to TBE Firms form for the work and price set forth thereon. This Contract must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.
- F. If the TBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the TBE goal, or any other problem relative to the TBE goal requirement, the prime contractor shall immediately contact the CBDP office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.

- G. TBE Utilization using B2G Now Online Payment System. The Prime Contractor must submit payment to TBE contractors on the Milwaukee County's online payment system; B2G Now. Payment must be submitted even if no TBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.
- H. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP office.

NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which 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 apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the afore stated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for

use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

INDEMNITY.

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers' Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

INSURANCE.

The Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. The Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability Bodily Injury & Property Damage	\$1,000,000 Per Accident

All Autos-Owned, non-owned and/or hired  
Uninsured Motorists

Per Wisconsin Requirements

Milwaukee County will be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, as respects the services provided in this Contract. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Contract.

CERTIFICATE HOLDER

Milwaukee County Department of Health and Human Services  
Contract Administrator  
1220 W. Vliet Street, Suite 304  
Milwaukee, WI 53205

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager. Failure on part of the Contractor to produce or maintain the required insurance during the term of contract including any extension(s), shall constitute a material breach of the contract upon which County may immediately terminate this agreement

A.1. Compliance with Governmental Requirements.

Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State Laws.

A.2. Professional Liability – Additional Provisions.

Contractor agrees to provide additional information on their professional liability coverages as respects policy type, i.e., errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e., claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to the County Director of Risk Management and Insurance as may be requested to obtain approval of coverages as respects this section.

It is understood and agreed that coverages that apply to the services inherent in this Contract will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

The Contractor shall certify and make available loss information from any Insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

The Contractor shall certify to inform the County of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the Contractor prior to the Contractor effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Contractor. Requests for deviations or waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Contract:

Milwaukee County Risk Manager  
Milwaukee County Courthouse – Room 302  
901 North Ninth Street  
Milwaukee, WI 53233

It is understood that the Contractor will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

#### PERMITS, TAXES, LICENSES.

Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

#### TERMINATION BY CONTRACTOR.

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

#### TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR.

If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

### UNRESTRICTED RIGHT OF TERMINATION BY COUNTY.

The County further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to the County. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

### CONTINUITY OF SERVICE.

- A. Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration or termination, a successor, either County or another contractor, may continue them. Contractor agrees to: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. Contractor shall, upon Contractor's written notice: (i) furnish phase-in, phase-out services for up to 60 days after this contract expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to County's approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- C. Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

### INDEPENDENT CONTRACTOR.

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Contract shall give Contractor any authority to supervise, manage, and/or direct County employees.

### SUBCONTRACTS.

Assignment of any portion of the work by subcontract must have the prior written approval of County.

ASSIGNMENT LIMITATION.

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

PROHIBITED PRACTICES.

- A. Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

PUBLIC RECORDS.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

TAXES.

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

NON-CONVICTION FOR BRIBERY.

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

CONFIDENTIALITY.

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Contract on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in Sec. 23 of this Contract and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Contract as confidential and shall disclose them only to or as directed by the individual who is signing this Contract on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided earlier in this Contract.

NOTICES.

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Kane Communications Group

Attn.: Kimberly Kane

Address: 250 E. Wisconsin Ave., Suite 1200

Address: Milwaukee, WI 53202

To County:

DHHS Contract Administrator

Attn.: Dennis Buesing

1220 W. Vliet St. Suite 304

Milwaukee, WI 53205

Either party may designate a new address for purposes of this Contract by written notice to the other party.

MISCELLANEOUS.

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Signatures must be in BLACK or BLUE ink only.



