



**BROWN COUNTY PROFESSIONAL SERVICES
CONTRACT**

Scope of Services is attached to this contract.

Project #:	Project Number
Service Description:	Description
Time of Performance:	Completion by Date
Total Amount of Contract:	Maximum Compensation not to Exceed: \$00

Please mail all invoices to the below address and reference Project number and/or Purchase Order number:

Performance, schedules and invoices will be approved by the following Brown County Contact:	Invoice Approver/Project Manager
Brown County Department:	Brown County Department
Address:	Brown County Address
City, State Zip:	Green Bay, WI 5430x
Phone:	(920)
Email:	Brown County Email

This Brown County Professional Services Standard Contract ("Contract") is being made and entered into by and between [REDACTED] (the "CONTRACTOR"), and Brown County, a body corporate under the Laws of Wisconsin (the "COUNTY") Hereinafter, the CONTRACTOR and the COUNTY may be collectively referred to as the "Parties" in the plural and the "Party" in the singular.

WITNESSETH:

WHEREAS, the COUNTY, a governmental entity organized and existing pursuant to Chapter 59 of the Wisconsin Statutes, is in the business of providing certain governmental services to the citizens of Brown County, as well as the public in general; and

WHEREAS, the CONTRACTOR, in the business of providing said services has made express and implied representations to the COUNTY of being capable, experienced and qualified to undertake and personally perform those services consistent with the terms and conditions of this Contract; and

WHEREAS, relying upon said representations, the COUNTY now desires to engage and the CONTRACTOR now desires to be engaged as an independent contractor of the COUNTY to perform said services, all in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR agree as follows:

1. **REQUIREMENTS:** The CONTRACTOR shall perform the services in accordance with the terms and conditions of this Contract, which includes, but is not limited to:
 - A. that the CONTRACTOR do, perform, and carry out in a satisfactory, timely, and proper manner the Services delineated in this Contract;
 - B. that the CONTRACTOR comply with the requirements listed herein with respect to reporting on progress of the Services, additional approvals required, and other matters relating to the performance of the Services under this Contract; and
 - C. that the CONTRACTOR to comply with the time schedules and payment terms set forth herein.
2. **SCOPE OF SERVICES:** The CONTRACTOR and its subcontractors, to the same extent as the CONTRACTOR, agree to fulfill its obligations described in the Project Detail Scope of Work, Specifications / Drawings (hereinafter referred to as the "Project"), as well as the addenda attached thereto, copies of both which are attached hereto and incorporated herein by reference.

The total amount of the Contract includes all services, deliverables, and reimbursable expenses as included in attachments. Additional reimbursable fees will not be accepted.

Services shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and either: (a) has been notified in writing by the County to commence with the performance of Services; or (b) has received from the COUNTY an original of the Contract that is complete and fully executed.

3. **SPECIFIC CONDITIONS OF PAYMENT:** Payment to be due and owed following completion and acceptance of the Project by the COUNTY. Payment will be made within thirty (30) days after the COUNTY receives a properly documented invoice, the proper manner of which is more fully set forth below under "Payment Schedule", but only if completion is deemed satisfactory by the COUNTY.

Payment Terms:	Net 30
Check Payable To:	Check Payable To
Invoice Mailing Address:	Mailing Address
City, State Zip	City, State Zip
Invoice Email Address:	Email Address
Invoice Phone Number:	Phone Number
Federal Tax ID#:	XX-XXXXXXX

4. **REPORTS:**
 - A. The CONTRACTOR agrees to the timely submission of reports as may be required by the COUNTY in its sole discretion.
 - B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY and the COUNTY shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract shall not be made available to any individual, agency, public body or organization other than the COUNTY unless legally required otherwise, at which point the CONTRACTOR shall provide notice, as defined in Section 23 hereof ("Notice"), of the same to the COUNTY in advance thereof.

- C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.
5. **TIME OF PERFORMANCE:** The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed in a timely fashion and as indicated on the top of Page 1 of this Contract under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified herein, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any amendments to this Contract as deemed necessary by the COUNTY.
6. **CONDITIONS OF PERFORMANCE AND COMPENSATION:**
- A. **Performance** - The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.
- B. **Place of Performance** – The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.
- C. **Compensation** - The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on the top of Page 1 of this Contract under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on the top of Page 1 of this Contract. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section 3 "Specific Conditions of Payment" of this Contract. Section 66.0135, Wis. Stats., will apply to any late payments by the COUNTY, except as provided for by Section 21 "Force Majeure" of this Contract.
- D. **Taxes, Social Security and Government Reporting** - Personal income tax payments, social security contributions and all other governmental reporting, taxes and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.
- E. **Subcontracting** - The CONTRACTOR shall not subcontract for the performance of any of the services set forth herein without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to, and controlled by, each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by it, as he is for the acts and omissions of persons directly employed by CONTRACTOR.

- 7. INDEMNIFICATION AND DEFENSE OF SUITS:** The CONTRACTOR agrees to release, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees, agents and assigns from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this Contract by the CONTRACTOR, or the CONTRACTOR'S officers, officials, employees, agents, duly authorized subcontractors or assigns performing Services hereunder. The COUNTY does not waive, and specifically reserves its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
- 8. REGULATIONS:** CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.
- 9. SAFETY REQUIREMENTS:** All material, equipment and supplies used or provided to the COUNTY by the CONTRACTOR hereunder must comply with all safety requirements set forth in the governing federal, state and/or local laws, including but not limited to, the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.
- 10. VENUE AND APPLICABLE LAW:** Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
- 11. TERMINATION OF CONTRACT FOR CAUSE:** If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written Notice, as provided for in Section 23 "Notices" of this Contract, to the CONTRACTOR of such termination. Said notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. The COUNTY, in its sole discretion, may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the COUNTY determines that the breach is amenable to a cure. The COUNTY shall not unreasonably withhold such permission. The COUNTY'S decision to allow the CONTRACTOR a reasonable amount of time to cure said breach in one instance does not constitute a waiver of a subsequent breach of the same or any other term of this Contract, nor shall it be deemed to waive the need for further consent or approval from the COUNTY to cure any subsequent breaches, regardless of their nature.
- This contract may be terminated by either Party for any reason or for no reason at all by giving twenty (20) days written Notice to the other Party of said termination.
- In the event that this Contract is terminated for any reason by either party, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.
- Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Contract by the CONTRACTOR, and the COUNTY may withhold any payments due the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR shall be determined and recovered.
- 12. CHANGES:** All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to be attached to this Contract.
- 13. WAIVER:** No provision of this Contract may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each Party. One or more waivers by any Party of any term of this Contract will not be construed as a waiver of a subsequent breach of the same or any other term hereof. The consent or approval given by any Party with

respect to any act by the other Party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such Party.

14. PERSONNEL:

- A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall under no circumstances be deemed employees of or have any contractual relationship with the COUNTY.
- B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

15. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without COUNTY approval; provided that Notice of such assignment(s) or transfer(s) is furnished promptly to the COUNTY.

- A. **Records:** Establishment and Maintenance of Records - Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized or required by law. CONTRACTOR will notify COUNTY prior to destroying document(s) and offer the right of refusal.
- B. **Documentation of Cost** - All costs of the CONTRACTOR shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract, shall be clearly identified, readily accessible and shall be retained in accordance with the laws of the State of Wisconsin.

16. AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, the CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in the CONTRACTOR'S custody or control as deemed pertinent by the COUNTY to this Contract.

The CONTRACTOR shall provide to the COUNTY'S inspectors or auditors access to all property, equipment and facilities in the CONTRACTOR'S custody or control as the inspectors or auditors deem related to the Services provided or purchased under this Contract. The CONTRACTOR shall be expected to provide, at the CONTRACTOR'S expense, reasonable time by the CONTRACTOR'S personnel as may be required for the COUNTY'S inspectors or auditors to perform the inspection or audit.

Any information provided to the COUNTY'S inspectors or auditors which are deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public unless legally required otherwise.

17. NON-DISCLOSURE: For the purposes of this Contract, the Parties agree to the following definitions.

Discloser - The term "Discloser" shall refer to the party or parties in a position to disclose to the other certain Sensitive and/or Confidential Information which is or must remain the property of the disclosing party.

Recipient - The term "Recipient" shall refer to the party or parties in a position to receive certain Sensitive and/or Confidential Information from the disclosing party that is not to be disclosed or used in violation hereof.

Sensitive and/or Confidential Information - The term "Confidential Information" as used herein means: (1) any Trade Secret of Discloser as defined in the Uniform Trade Secrets Act, Sec. 134.90, Wis. Stats. or any other applicable state or federal trade secrets law; and (2) any non-public information, documentation, and/or devices disclosed or made available by Discloser to Recipient in any form including, but not limited to, all data or know-how either created by Discloser or for Discloser, any information conveyed to Discloser by a third party to which Discloser is bound by a confidentiality agreement not to disclose, the whole or any portion of any technical, scientific, laboratory, experimental or research data, research and development information, information concerning equipment, designs, processes, procedures, formulae, recipes, improvements, customer lists, records, or engineering drawings, documentation and information about products, sales information, formulae, recipes, manufacturing techniques, processes, design of software or hardware, applications or

systems, used or developed by Discloser, source codes, other information relating to computer programming, and any information used for the conduct of Discloser's business including, but not limited to, plans, programs, marketing, advertising, sales strategies, policies, costs, pricing, and other financial information.

Sensitive and/or Confidential Information shall also include but shall not be limited to:

- Confidential Information (business or personal) including copyrighted, trademarked or patented information;
- Electronic protected health information (ePHI) protected by Federal HIPAA legislation;
- Intellectual Property (IP);
- Credit card data regulated by the Payment Card Industry (PCI);
- Personal Identity Information (PII);
- Information relating to an ongoing criminal investigation;
- Court-ordered settlement agreements requiring non-disclosure;
- Information specifically identified by this Contract as restricted;
- Other information for which the degree of adverse effect that may result from unauthorized access or disclosure is high; whether in writing or not, which the Discloser discloses to Recipient, including, but not limited to, any information relating to the policies, procedures and administration of the Discloser, its affiliates' or customers' ongoing operations, and personnel. It is the intention of the Parties in defining Sensitive and/or Confidential Information that any and all information which in any way relates to Discloser's operations, no matter what the nature thereof, which was disclosed by Discloser or which is developed by either Party as part of their Services in carrying out the Contract performance reference herein shall be and remain confidential pursuant to this Contract. This includes but is not limited to:
 - Applications for Services
 - Account numbers or balances
 - Payment histories
 - Identity of customers
 - Social Security numbers
 - Credit reports or histories
 - Any other financial information regarding Brown County or its customers
 - The terms of this Contract
 - HIPAA-related information

Sensitive and/or Confidential Information for purposes of this Contract does not include information that:

- Can be demonstrated to have been published or was otherwise in the public domain before disclosure by Discloser to Recipient;
- Can be demonstrated that, after its disclosure by Discloser to Recipient, is published, or otherwise comes into the public domain through no act or omission by Recipient, by a third party who has a legal right to do so;
- Recipient receives or has received from a third party who as a legal right to disclose it;
- Recipient has in written or physical embodiment form prior to disclosure by Discloser;
- Is independently developed by Recipient without reference to or reliance on Discloser's Sensitive and/or Confidential Information as evidenced by credible written evidence; and
- Becomes subject to the open records mandates of both federal and state law, including but not limited to, Wis. Stats. §§ 19.31 – 19.37, or is otherwise subject to disclosure under governing law.

A. Acknowledgment of Confidential Relationship - The COUNTY is required to ensure the confidentiality of any Sensitive and/or Confidential Information that the CONTRACTOR may have access to or become privy to under the state and federal laws including, but not limited to, HIPAA and the Wisconsin Privacy of Consumer Financial and Health Information, Wis. Administrative Code Ch. INS 25. The CONTRACTOR hereby acknowledges and agrees that any Sensitive and/or Confidential Information disclosed to it by the COUNTY is for the limited purpose of providing Services and the CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between the CONTRACTOR and the COUNTY by reason of such submission and/or disclosure. The CONTRACTOR further acknowledges and agrees that the Sensitive and/or Confidential Information of the COUNTY is proprietary to the COUNTY and that any unauthorized disclosure or unauthorized use as more fully set forth herein will cause harm and/or loss to the COUNTY.

B. Use and Disclosure of Sensitive and/or Confidential Information - The CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Sensitive and/or Confidential Information whether from observation, from any materials submitted or from disclosures by the COUNTY hereunder. The CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without the COUNTY'S prior written approval, which the COUNTY may withhold in its sole discretion. In no event shall either party use Sensitive and/or Confidential Information in a way, which violates local, state or federal laws. The duty to protect Sensitive and/or Confidential Information shall survive the termination of this Contract and shall be subject to the open records provisions of both state and federal law.

The CONTRACTOR shall instruct any of the CONTRACTOR'S officers, officials, employees, agents, duly authorized subcontractors and/or assigns performing Services hereunder of their obligations under this Contract and instruct them to use the same care and discretion with respect to the Sensitive and/or Confidential Information as the CONTRACTOR is obligated to use and to not circumvent any security procedures or devices with respect to Sensitive and/or Confidential Information.

C. Title remains with the COUNTY - All innovations, inventions, devices, processes and/or formulas developed by the CONTRACTOR for the COUNTY shall be deemed to be the sole property of the COUNTY. The CONTRACTOR agrees to disclose in writing to the COUNTY any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by the CONTRACTOR on behalf of the COUNTY which constitute innovations or inventions developed by the CONTRACTOR either solely or jointly in connection with work performed by the CONTRACTOR at the request of or under any assignment by the COUNTY. The CONTRACTOR also agrees to assign to the COUNTY any and all interest it may have in such inventions or innovations.

D. Indemnification by the CONTRACTOR - The CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will defend, hold harmless and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, expenses, claims, actions, damages, suits, fines and costs including reasonable attorney's fees or liability arising from or in connection with such unauthorized use or disclosure by the CONTRACTOR or the CONTRACTOR'S employees, agents, duly authorized subcontractors and/or assigns performing Services hereunder. In addition, the CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Contract, irreparable damage will immediately occur to the COUNTY and agrees to defend and indemnify the COUNTY, its officers, employees, agents and assigns from all losses, liabilities, claims, actions, damages, suits, fines, costs and expenses, including reasonable attorney's fees, incurred by the COUNTY as a result thereof.

E. Duty of Inquire - If either Party has a question concerning whether information qualifies as Sensitive and/or Confidential Information under this Contract, each shall have a duty to inquire whether the information is deemed sensitive and/or confidential before taking any action contrary to this Contract.

For COUNTY inquire to:

County Department:	Corporation Counsel
Mailing Address:	305 E Walnut Street
City, State Zip:	Green Bay, WI 54301
Email:	Brown.County.Corporation.Counsel@co.brown.wi.us
Phone:	(920) 448-4006

For CONTRACTOR inquire to:

Contractor:	Contractor Name
Mailing Address:	Mailing Address
City, State Zip:	City, State Zip

Email:	Email Address
Phone:	Phone Number

- F. Duty to Safeguard** - Each Party shall take all reasonable steps to safeguard any and all Sensitive and/or Confidential Information in their possession. Each Party shall ensure, to the extent possible, that access to Sensitive and/or Confidential Information is restricted only to properly authorized employees, agents, officers and/or subcontractors and shall take measures to protect the security of any documentation or computer containing Sensitive and/or Confidential Information.

18. CONFLICT OF INTEREST:

- A.** Interest in Contract - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.
- B.** Interest of Other Local Public Officials - No member of the governing body of the COUNTY, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.
- C.** Interest of Contractor and Employees - If the CONTRACTOR is aware or becomes aware that any person described in Section A. or B. of this Contract has any personal financial interest, direct or indirect, in this Contract, the CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract none of the CONTRACTOR'S officers, officials, employees, agents, duly authorized subcontractors or assigns performing Services hereunder has any conflicting interest.

19. DISCRIMINATION PROHIBITED:

- A.** The CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. The CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.
- B.** The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

20. INSURANCE:

- A.** The CONTRACTOR shall be solely responsible to meet the CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.
- B.** The Certificate(s) of Insurance along with an endorsement shall be issued by a company or companies authorized to do business in the State of Wisconsin and shall be satisfactory to the COUNTY. Such insurance should be primary. The CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and have an endorsement attached naming the COUNTY, its boards, commissions, agencies, officers, employees and representatives as additional insureds and provide for thirty (30) days advance notice, as provided for in Section 23 "Notices" of this Contract, of any change, cancellation or non-renewal during the term of this Contract. Certificates of insurance are required to be valid and provided to Brown County Administration, 305 E. Walnut Street, PO Box 23600, Green Bay, WI 54305-3600 or emailed to BC_Administration_Purchasing@co.brown.wi.us throughout the Contract term.
- C.** The CONTRACTOR shall require all subcontractors to be bound by the same insurance requirements as CONTRACTOR and shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.
- D.** No payments or disbursements under this Contract shall be made if such proof has not been furnished to the COUNTY. Failure to submit an insurance certificate, as required, can make this Contract void at the COUNTY'S discretion.

21. FORCE MAJEURE:

- A. If the performance of any part of this Contract is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, notice shall be given as soon as practicable to the other Party indicating the nature of such conditions and the extent of delay and the notifying Party shall do everything possible to resume performance hereunder. If the period of nonperformance exceeds twenty-one (21) days from the receipt of said Notice of the Force Majeure Event, this Contract may be terminated by giving written Notice of the same.
- B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, the COUNTY shall immediately give Notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135, Wis. Stats., shall not apply to any late payment by the COUNTY due to circumstances under this Subsection B.

22. OTHER PROVISIONS:

- A. **Publicity Releases** - The CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or Services provided are endorsed or preferred by the COUNTY.
- B. **Appropriation of Funds** - This Contract is contingent upon annual authorization of funding by the governing body of the COUNTY. In the event funding is not approved or is terminated, the COUNTY may terminate this Contract by providing forty-five (45) days written Notice to the CONTRACTOR.
- C. **Independent Contractor Status** - This Contract does not in any way create the relationship of joint venture, partnership, principal, third party beneficiary, agent or employer/employee between the CONTRACTOR and the COUNTY, their agents, employees, subcontractors, officers and/or representatives. The CONTRACTOR, its employees, agents, subcontractors, and/or representatives shall not act or attempt to act, or represent itself, directly or by implication, as an agent for the COUNTY or in any manner assume any obligation on behalf of or in the name of the COUNTY.
- 23. NOTICES:** Any and all Notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate Party as follows:

For COUNTY inquire to:

County Department:	Brown County Purchasing
Mailing Address:	305 E Walnut Street, 5 th Floor
City, State Zip:	Green Bay, WI 54301
Email:	BC_Administration_Purchasing@co.brown.wi.us
Phone:	(920) 448-4040

For CONTRACTOR inquire to:

Contractor:	Contractor
Mailing Address:	Mailing Address
City , State, Zip:	City, State, Zip
Email:	Email Address
Phone:	Phone Number

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses may be changed at any time by the Party giving Notice in writing to the other Party in the manner provided above.

- 24. AMENDMENTS:** This Contract is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this Contract.
- 25. SEVERABILITY:** The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of this Contract
- 26. CONSTRUCTION:** All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this Contract or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or any portion thereof.
- 27. SIGNATURE AUTHORITY:** The persons signing this Contract warrant that they have been authorized to enter into this Contract by and on behalf of their respective Parties and that they have full and complete authority to bind their respective parties by executing this Contract.
- 28. "PIGGYBACK" CLAUSE:** Common purchasing practices in government include cooperative or "piggyback" purchasing among various units of government or municipalities. This contract will be extended, with the authorization of the vendor, to other units of government or municipalities at the same prices and/or discounts and terms and conditions. If another unit of government or municipality decides to use this contract, the vendor must deal directly with the respective unit of government or municipality concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Brown County does not act as the "Contracting Agent" for those public agencies.

Attachment A: Scope of Services

Attachment B: Completed Cost Sheet

CONTRACT SIGNATURES

<p style="text-align: center;">BROWN COUNTY PURCHASING</p> <p>Signature: _____</p> <p>Date: _____</p> <p style="text-align: center;">BROWN COUNTY DEPARTMENT</p> <p style="text-align: center;">Department, Director</p> <p>Signature: _____</p> <p>Date: _____</p> <p style="text-align: center;">BROWN COUNTY EXECUTIVE</p> <p style="text-align: center;">Troy Streckenbach, County Executive</p> <p>Signature: _____</p> <p>Date: _____</p> <p style="text-align: center; margin-top: 20px;">CONTRACTOR</p>	<p style="text-align: center;"><i>(To be signed by the person authorized to legally bind your firm to this contract)</i></p> <p>Vendor Name: _____</p> <p>Address: _____</p> <p>City / State: _____</p> <p>Zip Code: _____</p> <p>Phone: _____</p> <p>Email: _____</p> <p>Website: _____</p> <p>Printed Name: _____</p> <p>Signature: _____ <i>(Required)</i></p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: right;">Distribution: Original – Purchasing Copy – Contractor(s) Copy – Responsible Department(s)</p> <p>Purchasing Use ONLY:</p> <p>_____ Initials and Date</p>
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