

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department County Board	Contract/Addendum #: 13152																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 7/13/17-3/31/2018																					
4. Amount of Contract or Addendum: \$40,000																					
5. Purpose: Policy development and evaluation in the areas of economic development, affordable housing, approaches to assist frequent or heavy users of county services, and water quality management, to be conducted by faculty and students via course work in up to 20 courses at UW-Madison culminating in presentations and a report																					
6. Vendor or Funding Source: University of Wisconsin - Madison Office of Research and Sponsored Programs																					
7. MUNIS Vendor Code: 8290																					
8. Bid/RFP Number: Sole-sourced																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>COBOARD 30390</u> Amount \$ <u>40,000</u> Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year <u>1776-2017</u>																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2017 RES-101</u>																					
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval: <u>Karin P. Thurlow</u>																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>WG</u> Received	_____	<u>6/27/17</u>	_____	UW Madison Office of Research and Sponsored Programs	
<u>OW</u> Controller	_____	<u>6/29/17</u>	<u>6/29/17</u>	Contact Person	
<u>AW</u> Corporation Counsel	_____	<u>6/29/17</u>	<u>6/29/17</u>	Michael Morris	
<u>AD</u> Risk Management	_____	<u>6/29/17</u>	<u>6/29/17</u>	Phone No.	
<u>CC</u> Purchasing	_____	<u>7/5/17</u>	<u>7/5/17</u>	608-262-0153	
_____ County Executive	_____	_____	_____	E-mail Address	
				<u>mwmorris@rsp.wisc.edu</u>	

Footnotes:

- 1.
- 2.

Return to: Name/Title: Lauren Kuhl Phone: 608-266-5758 E-mail Address: kuhl.lauren@countyofdane.com	Dept.: County Board Mail Address: CCB106B
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Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 6/27/17 Signed: Kasia P. Thurlow
 Telephone Number 6-4533 Print Name: Kasia P. Thurlow

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

COUNTY OF DANE
Purchase of Services Agreement

Number of Pages, including schedules: 13

Agreement No. 13152

Expiration Date: March 31, 2018

Authority: 2017 RES-101

Department: Office of the Dane County Board

Maximum Cost: \$40,000

Registered Agent:

Address:

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and the University of Wisconsin-Madison Office of Research and Sponsored Programs (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is City-County Building, 210 Martin Luther King, Jr. Blvd., Madison WI 53703,

desires to purchase services from PROVIDER for the purpose of policy development and evaluation in the areas of economic development, affordable housing, approaches to assist frequent or heavy users of county services, and water quality management, to be conducted by faculty and students via course work in up to 20 courses at the UW-Madison culminating in presentations and a report; and

WHEREAS PROVIDER, whose address is 21 North Park Street STE 6401, Madison WI 53715, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

- II. SERVICES.
 - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. failure of PROVIDER to comply with reporting requirements contained herein.
4. inability of PROVIDER to perform the work provided for herein.

C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this

Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.
- VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. NO MUTUAL INDEMNIFICATION.
Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the parties to impose liability beyond that imposed by state statutes.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period.

Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the Maximum Cost of the Agreement is less than \$5,000;

2. When the provider is a school district, a municipality, or other unit of government;
3. When the County is purchasing residential services at an established per bed rate;
4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
5. When an individual receives compensation for providing services to a family member;
6. When employees are student interns;
7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XV. MISCELLANEOUS.

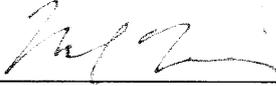
- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: 6/23/17



Michael Morris
Contracts Coordinator
Research & Sponsored Programs

Date Signed: _____

FOR COUNTY:

Date Signed: _____

JOSEPH PARISI, County Executive

Date Signed: _____

SCOTT MCDONELL, County Clerk

* [print name and title, below signature line of any person signing this document]

rev. 04/17

Schedule A

Description of services to be provided:

1. Agreement. COUNTY and PROVIDER will enter into this Agreement to collaborate on 4 projects during the fall semester of 2017. Project areas include: economic development, affordable housing, approaches to assist frequent or heavy users of county services and water quality management.
2. COUNTY and PROVIDER will enter into a separate scope of work for each project-course match. The mutually agreed upon scopes of work will be fully incorporated by addendum as part of this Agreement.
3. Course work and presentations will be completed by the end of December, 2017.
4. Reports compiling the materials from individual projects will be finalized by February 28, 2018.
5. PROVIDER will:
 - a. Assign qualified students to work on each project.
 - b. Assign qualified faculty members to supervise the performance of the students and assist with the development of a scope of work for each project.
 - c. Provide administrative support including the following:
 - i. Dr. Jason Vargo will recruit faculty to work on the projects and provide guidance and support with program operations.
 - ii. Kelly Conforti Rupp will manage the day-to-day operations of the program, including financial management, communications, graphic design, event planning and student supervision.
 - iii. Stephanie Nelson will provide communications support.
 - iv. Should any of the above mentioned staff no longer be employed in the above described capacity, their responsibilities shall be carried out by another qualified employee.
6. COUNTY will:
 - a. Provide communication and connections with supervisors, county departments, residents, and outside stakeholders.
 - b. Assign a designated staff person and at least one county board supervisor to act as a liaison on each project.
 - i. Karin Peterson Thurlow is designated as the Project Coordinator for the County and will monitor the progress and execution of this Contract.
 - ii. Other staff working on the projects are:

Karin Peterson Thurlow, Chief of Staff

Lisa M. Mackinnon, Sustainability & Program Evaluation Coordinator

Colleen Clark, Equity & Criminal Justice Council Coordinator
Lauren Kuhl, Legislative Management System Specialist
Lila Walsh, Election Support Specialist/ Program Analyst
Ela Kakde, Innovation Intern

Intellectual Property:

Ownership of inventions conceived and reduced to practice in the performance of this Agreement will follow inventorship which will be determined according to U.S. patent laws. PROVIDER will disclose such inventions to the COUNTY which will hold in confidence so as to not affect the patentability of such inventions.

Publication

Both parties and its employees have the right, at their discretion, to release information or to publish any data, writings, or material resulting from this Agreement or to use such in any way for its educational, governmental, and research purposes. The publishing party shall furnish the other party with a copy of any proposed publication in advance of the proposed publication date and grant the party thirty (30) days for review and comment. Such delay shall not, however, be imposed on the filing of any student thesis or dissertation.

Parties must mutually agree before publication of any press releases or other publicity relating to this Agreement.

Proprietary Data:

The parties will exercise reasonable effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the other party that is designated in writing as confidential information at the time of disclosure ("Confidential Information"). Confidential Information does not include information which:

- Is available in the public domain or becomes available to the public through no act of the receiving party; or
- Is independently known prior to receipt thereof or is discovered independently by an employee of the receiving party who had no access to the information supplied by the disclosing party under this Contract; or
- Is made available to the receiving party as a matter of lawful right by a third party; or
- Is required to be disclosed by applicable law.

PROVIDER retains the right to refuse to accept Confidential Information that is not considered to be essential to the completion of the projects under this Agreement. The obligations under this paragraph shall survive and continue for one (1) year after this Agreement ends.

Warranties:

PROVIDER makes no warranties, expressed or implied, as to any matter whatsoever, including without limitation, the condition of the research project or any inventions or products, whether tangible or intangible, conceived, discovered, or developed under this Contract, or the ownership, merchantability, or fitness for a particular purpose of the research project or any such invention or product. To the PROVIDER's knowledge, PROVIDER is not aware that they are

infringing any third party's rights or incorporating any third party's materials in the project materials without their permission.

Equipment:

Equipment, supplies, and materials purchased or produced under this Agreement shall be owned by the PROVIDER, except that which is paid for by the COUNTY.

Independent Inquiry:

Nothing in this Agreement shall be construed to limit the freedom of researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements with parties other than the COUNTY.

Acceptance and Facsimile and Electronic Means:

This Agreement shall be considered accepted once it has been executed by both parties. A signature delivered by facsimile or electronic means will be considered binding for each party.

Schedule B

BUDGET JUSTIFICATION

COUNTY has committed \$40,000 to be allocated as follows:

Course supplies and expenses: \$6,000

Printing reports and displays: \$4,640

Supplies Total: \$10,840

Outreach, Travel, and Events: \$5,150

Salary & fringe

1) Student hourly: Communication support: **\$4,881.00**

2) Program manager: Day-to-day program operations, communications, graphic design, event planning, student supervision: **\$13,912.00**

Personnel total \$18,793.00

Indirect costs, 15% \$5,217

TOTAL: \$40,000

Payment will be as follows:

1. PROVIDER will invoice COUNTY for 50% of the cost of the project (\$20,000) upon approval of the Agreement.
2. PROVIDER will invoice COUNTY for an additional 25% (\$10,000) on November 1, 2017 and the final 25% (\$10,000) on December 15, 2017.
3. Checks will be made payable to the Board of Regents of The University of Wisconsin System (ID # 39-6006492) and sent to:

UW-Madison GAR Account
Research and Sponsored Programs
Drawer 538
Milwaukee, WI 53278-0538

For identification purposes, each payment shall include the invoice number and award number as referenced in the invoice.

4. Invoices will be paid within 30 days of receipt. These payments are the only financial responsibility of the COUNTY. COUNTY shall not be responsible for any other expenses related to the performances of services pursuant to this Agreement.

Schedule C

Deliverables:

PROVIDER shall:

1. Hold a kick off event and wrap up event.
2. Furnish to COUNTY periodic letter reports, on at least a monthly basis, summarizing the research being conducted.
3. Provide poster sessions and presentations to County Board standing committees at the end of the term.
4. Deliver a final report as to the accomplishments, significant project findings, recommendations and conclusions of each project within ninety (90) days after the end of the semester.
5. Retain ownership of any intellectual property incorporated into the reports that was previously developed and utilized for the projects or developed by the Provider during the term of this Agreement.

COUNTY shall:

1. Retain ownership of such reports and shall have the right to copy, create derivative works and allow others to use the reports.

