

A. **SAMPLE CLAUSES**

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
FORMAT			
TITLE	<u>TITLE PAGE</u>	AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN AND _____ [DATE]	
TOC	<u>TABLE OF CONTENTS</u>		HYPERLINK
PAGE FORMAT	<u>PAGE FORMAT</u>	LINE AND PAGE NUMBERING ON EACH PAGE PLUS A WATERMARK, EACH PAGE SHOULD HAVE A HEADER WITH THE TITLE OF THE AGREEMENT AND DATE.	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
<p>OUTLINE FORMAT</p>	<p><u>OUTLINE FORMAT</u></p>	<p>1.01-1 1.01-2 1.02-1 (1) (a) 1. a .</p> <p>2.01-1 2.02-1</p>	<p>THIS SAMPLE OUTLINE NUMBERING SYSTEM IS INTENDED TO ALLOW FOR EASY INSERTION OF NEW CLAUSES DURING OR AFTER DRAFTING.</p>
<p>1 PRELIMINARY CONSIDERATIONS</p>			
<p>1-01-1</p>	<p><u>IDENTIFICATION OF PARTIES</u></p>	<p>THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN KENOSHA COUNTY, WISCONSIN, A QUASI MUNICIPAL CORPORATION CREATED PURSUANT TO WISCONSIN STATUTES § 2.01(30) AND AUTHORIZED TO ENTER INTO CONTRACTS PURSUANT TO WISCONSIN STATUTES § 59.01 AND WITH ITS PRINCIPAL PLACE OF BUSINESS LOCATED AT 1010 - 56TH STREET, KENOSHA, WISCONSIN 53140, HEREINAFTER REFERRED TO AS "COUNTY" AND [HERE NAME THE OTHER PARTY OR PARTIES, IDENTIFY THEIR LEGAL STATUS, EG., A CORPORATION LICENSED TO DO BUSINESS IN WISCONSIN, AND THEIR LOCATION AND REFERENCED NAME IN THE AGREEMENT]</p>	<p>THIS CLAUSE SHOULD IDENTIFY THE PARTIES, THEIR LEGAL STATUS [EG, A QUASI MUNICIPAL CORPORATION OR A CORPORATION OR PARTNERSHIP LICENSED TO DO BUSINESS IN THE STATE OF WISCONSIN, AND/OR AN INDEPENDENT CONTRACTOR OR AN ADULT RESIDENT OF THE STATE OF WISCONSIN.</p>

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1-01-2	<u>INDEPENDENT CONTRACTOR STATUS</u>	FOR PURPOSES OF THIS AGREEMENT, [IDENTIFY THE PARTY] SHALL OPERATE AS AND BE CONSIDERED AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE OF KENOSHA COUNTY.	
1.02-1	<u>RECITALS</u>		A SERIES OF "WHEREAS" CLAUSES THAT SETS FORTH THE INTENT AND REASONS FOR THE AGREEMENT AND ANY ASSUMPTIONS THAT ARE RELIED UPON SUCH AS THE EXPERTISE OF A PARTY AND THE RELIANCE OF THE COUNTY ON SUCH EXPERTISE OR A CLAUSE THAT SETS FORTH THE ABILITY OF A PARTY TO PROVIDE SERVICES OR THEIR REPRESENTATION TO THAT EFFECT AND/OR AS TO A SET PERFORMANCE STANDARDS WHICH ARE INCORPORATED BY REFERENCE AS IF FULLY SET FORTH WITHIN THE AGREEMENT OF OTHER DOCUMENTS, SUCH AS THE RETURN OF THE REQUEST FOR PROPOSALS OR BID DOCUMENTS.
1-03-1	<u>INCORPORATION BY REFERENCE</u>	<p>THE FOLLOWING DOCUMENTS [OR ATTACHED EXHIBITS] DATED _____ ARE INCORPORATED BY REFERENCE AS IF FULLY SET FORTH:</p> <ol style="list-style-type: none"> 1. 2. 3. <p>IN CASE OF A CONFLICT BETWEEN THIS AGREEMENT AND A DOCUMENT INCORPORATED BY REFERENCE THE TERMS OF THIS AGREEMENT SHALL TAKE PRECEDENCE.</p>	<p>EXAMPLES OF DOCUMENTS THAT MAY BE INCORPORATED BY REFERENCE ARE RESPONSES TO BIDDING AND REQUEST FOR PROPOSALS.</p> <p>READ IN CONJUNCTION WITH CLAUSE 8.24-1.</p>

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INTRO	<u>WITNESSETH / CONSIDERATION CLAUSE</u>	WITNESSETH: IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND OBLIGATIONS SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:	
2-01-1	<u>DEFINITIONS</u>		WORDS IN A CONTRACT, UNLESS OTHERWISE SO SPECIFIED OR HAVE A TECHNICAL MEANING ARE GENERALLY GIVEN THEIR COMMON, ORDINARY, DICTIONARY MEANING. HERE LIST AND DEFINE IN ALPHABETICAL ORDER THOSE WORDS WHICH HAVE A SPECIAL OR TECHNICAL MEANING.
3 TERM OF THE AGREEMENT AND TERMINATION			
3-01-1A	<u>EFFECTIVE DATE [UPON EXECUTION BY ALL PARTIES]</u>	THIS AGREEMENT IS EFFECTIVE UPON EXECUTION BY ALL PARTIES.	

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3-01-1B	TERM OF THE AGREEMENT [COMMENCING AT A TIME OTHER THAN UPON EXECUTION OF THE AGREEMENT]	EXCEPT AS MAY HEREINAFTER BE SET FORTH WITH RESPECT TO PROVISIONS WITHIN THIS AGREEMENT THAT MAY EXTEND BEYOND ITS TERM, THE TERM OF THIS AGREEMENT SHALL BE FROM _____ TO _____.	<p>THIS IS NEEDED IF THE EFFECTIVE DATE IS TO BE ON A DATE OTHER THEN THE DATE THAT THE CONTRACT IS EXECUTED BY BOTH PARTIES. BECAUSE THE PARTIES MAY EACH SIGN ON DIFFERENT DATES THE CONTRACT SHOULD STATE WITHIN IT BOTH THE START AND END DATE OF THE AGREEMENT ESPECIALLY IF IT IS FOR A SET PERIOD OF TIME.</p> <p>THIS CLAUSE SHOULD SET WITH SPECIFICITY THE BEGINNING AND END DATE OF THE AGREEMENT AND WHEN IT IS IN FORCE OR AT LEAST A FORMULA FOR DETERMINING ITS EFFECTIVE DATES. SOME PROVISIONS OF THE AGREEMENT MAY SURVIVE THE DATE THE AGREEMENT IS TERMINATED EG., LIABILITY AND INSURANCE PROVISIONS MAY CARRY OVER BEYOND THE END OF THE TERM OF THE AGREEMENT. REFERENCE SHOULD BE MADE AS TO THE TIME OF DAY THAT THE CONTRACT BEGINS AND ENDS, EG, "THE TERM OF THIS AGREEMENT BEGINS AT 12.01AM ON JAN. 1, 2009 AND ENDS AT 11:59PM ON DEC. 31, 2009."</p>

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3.01-2	<u>CONTINGENCIES</u>	<p>THIS AGREEMENT IS CONTINGENT UPON:</p> <ol style="list-style-type: none"> 1. THE APPROVAL OF THE KENOSHA COUNTY BOARD OF SUPERVISORS AND THE OVERRIDE OF ANY LAWFUL EXECUTIVE VETO. 2. <p>IN THE EVENT OF A CONTINGENCY, THE EFFECTIVE DATE OF THIS AGREEMENT AND THE COMMENCEMENT OF THE TERM OF THIS AGREEMENT IS -----.</p> <p>IN THE EVENT THE AFOREMENTIONED CONTINGENCY FAILS TO OCCUR, THIS AGREEMENT IS DEEMED CANCELLED AND VOID</p>	<p>LIST ALL CONTINGENCIES RELATING TO THE EFFECTIVE DATE, SUCH AS APPROVAL OF THE COUNTY BOARD, THE COMMON COUNCIL OF THE CITY OF KENOSHA OR ANY OTHER PARTY, OR EG FINANCING, CURRENT FUNDING OR FUTURE FUNDING</p> <p>IN THE EVENT OF A CONTINGENCY CONSIDER MODIFYING THE TERM OF THE AGREEMENT OR ADDRESSING IT SOLELY IN THIS CLAUSE</p>
3.01-3	<u>EVERGREEN CLAUSE</u>	<p>THIS AGREEMENT SHALL REMAIN IN EFFECT FOR A PERIOD OF [FIVE] YEARS COMMENCING ON [JAN 1, 2005] AND WITH AN INITIAL TERMINATION AT MIDNIGHT ON [DEC. 31, 2010]. UNLESS TERMINATED AS PROVIDE FOR HEREIN. UPON THE FIRST YEARLY ANNIVERSARY OF THIS AGREEMENT AND UPON EACH YEARLY ANNIVERSARY THEREAFTER THE TERM OF THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR AN ADDITIONAL FIVE YEAR PERIOD. THE TERMS OF THE AGREEMENT SHALL REMAIN THE SAME EXCEPT AS MAY BE MODIFIED BY WRITTEN MUTUAL AGREEMENT.</p>	<p>AN EVERGREEN CLAUSE IS INTENDED TO THEOCRATICALLY CONTINUE FOR AN INDEFINITE PERIOD OF TIME UNTIL TERMINATED AS PROV IDED FOR IN THE AGREEMENT. THIS TYPE OF CLAUSE SHOULD NOT BE USED WITHOUT CAREFUL CONSIDERATION OF THE TERMINATION CLAUSE AND REVIEW BY THE CORPORATION COUNSEL AND APPROVAL BY THE COUNTY BOARD. [IN THE EXAMPLE PROVIDED, ON JAN. 1, 2006 THE INITIAL TERMINATION DATE WILL BE EXTENDED TO DEC. 31, 2011 UNLESS THE AGREEMENT IS TERMINATED WITH OR WITHOUT CAUSE AS PROVIDED FOR IN THE AGREEMENT, ON JAN 1, 2007 THE AGREEMENT IS EXTENDED TO DEC. 31, 2012 ETC.]</p>

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3.02-1	<u>TIME IS OF THE ESSENCE</u>	<p>IN FULFILLING THE TERMS AND CONDITIONS OF THIS AGREEMENT, TIME IS OF THE ESSENCE. FAILURE TO MEET A TIME FRAME OR DEADLINE MAY RESULT IN VOIDANCE OF THE CONTRACT, GROUNDS FOR TERMINATION OR BREACH AND MAY TRIGGER PENALTIES OR DAMAGES</p>	<p>USUALLY FOUND IN REAL ESTATE CONTRACTS BUT MAY BE APPROPRIATE IN OTHER AGREEMENTS AS CIRCUMSTANCES WARRANT. THIS MEANS EXACTLY WHAT IT SAYS AND FAILURE TO MEET A TIME FRAME OR DEADLINE MAY RESULT IN VOIDANCE OF THE CONTRACT, GROUNDS FOR TERMINATION OR BREACH AND MAY TRIGGER PENALTIES OR DAMAGES</p>
3.03-1	<u>CANCELLATION</u>	<p>THIS AGREEMENT IS DEEMED TO BE CANCELLED UNDER THE FOLLOWING CIRCUMSTANCES:</p> <ol style="list-style-type: none"> 1 2 3 	<p>THIS CLAUSE IS INTENDED TO ADDRESS THE CANCELLATION OF THE AGREEMENT OR OF CERTAIN RIGHTS OR OBLIGATIONS IN THE EVENT A GIVEN CIRCUMSTANCE OCCURS OR DOES NOT OCCUR, EG UNAVAILABILITY OF PARTS OR SUPPLIES OR MATERIALS.</p>

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3.04-1	<u>OPTION TO RENEW</u>	<p>_____ (NAME OF PARTY OR PARTIES) SHALL HAVE THE OPTION TO RENEW THIS AGREEMENT FOR AN ADDITIONAL TERM OF _____, ENDING AT 11:59 PM ON _____ UNDER THE SAME TERMS AS THIS AGREEMENT OR ITS MODIFICATION OR REVISION, WITH THE EXCEPTION OF THIS SECTION AND AS HEREINAFTER PROVIDED.</p> <p>THE EXERCISE OF THE OPTION TO RENEW IS SUBJECT, HOWEVER, TO THE FOLLOWING MODIFICATIONS IN CONSIDERATION AND MODIFICATION OF INSURANCE COVERAGE:</p> <p>CONSIDERATION: _____ _____ _____ _____.</p> <p>INSURANCE: _____ _____ _____ _____.</p> <p>THIS PROVISION IS VIABLE ONLY IN THE EVENT THAT THE PARTY EXERCISING ITS OPTION TO RENEW HAS GIVEN THE OTHER PARTY WRITTEN NOTICE OF ITS INTENT TO EXERCISE THIS OPTION NO LATER THAN 11:59PM ON _____.</p> <p>{LEASE LANGUAGE] IT BEING CONTEMPLATED THAT THE DEMISED PREMISES SHALL REVERT TO THE LESSOR AT THE END OF THE OPTION PERIOD UNLESS OTHERWISE SUBSEQUENTLY MUTUALLY AGREED UPON.</p>	<p>THIS CLAUSE SHOULD BE WORDED IN SUCH A WAY AS TO ALLOW FOR A RENEWAL UNDER THE SAME TERMS AND CONDITIONS AS THE ORIGINAL AGREEMENT EXCEPT AS MODIFIED AND WITH THE EXCEPTION OF THE OPTION TO RENEW CLAUSE ITSELF BEING RENEWED. CONSIDERATION SHOULD ALSO BE GIVEN TO ALLOWING FOR A NOTICE REQUIREMENT AND FURTHER APPROVAL BY THE COUNTY.</p>

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3.05-1	<u>TERMINATION FOR CAUSE</u>	<p>A PARTY BREACHING THE TERMS OF THIS AGREEMENT SHALL BE GIVEN WRITTEN NOTICE OF SUCH NONCOMPLIANCE. IF THE NONCOMPLIANT PARTY FAILS TO CORRECT SUCH NONCOMPLIANCE WITHIN _____ DAYS, THE OTHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME UPON GIVING THE NONCOMPLIANT PARTY AN ADDITIONAL ____ DAYS PRIOR WRITTEN NOTICE OF THE INTENT TO TERMINATE IN ACCORDANCE WITH THE “NOTICE” PROVISIONS OF THIS AGREEMENT.</p> <p>IN THE EVENT OF SUCH TERMINATION THE NON-COMPLIANT PARTY SHALL BE RESPONSIBLE FOR ALL DAMAGES AND COSTS CAUSED BY SUCH NON-COMPLIANCE.</p>	THIS CLAUSE GIVES A NONCOMPLIANT PARTY AN OPPORTUNITY AND A “RIGHT TO CURE” THE NONCOMPLIANCE. IT CAN BE USED ALONE OR IN CONJUNCTION WITH A TERMINATION WITHOUT CAUSE PROVISION.
3.05-2	<u>TERMINATION WITHOUT CAUSE</u>	EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE BY GIVING TO THE OTHER PARTY IN ACCORDANCE WITH THE “NOTICE” PROVISIONS OF THIS AGREEMENT _____ DAYS NOTICE OF THE INTENT TO TERMINATE.	THIS CLAUSE ALLOWS FOR TERMINATION WITHOUT CAUSE AND CAN BE USED ALONE OR IN CONJUNCTION WITH A CLAUSE FOR TERMINATION WITH CAUSE.

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3.05-3	<u>NO TERMINATION – SPECIFIC PERFORMANCE</u>	No breach or violation of any of the terms of this Agreement by either party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the parties that the provisions of this Agreement shall be subject to specific performance, and injunctive relief shall be provided to cure any breaches prospectively, and that damages shall be awarded to redress any harm occasioned by a breach.	THIS CLAUSE WOULD BE USED ONLY RARELY WHERE TERMINATION IS NOT TO BE AN OPTION AND PERFORMANCE IS EXPECTED. <u>CORPORATION COUNSEL REVIEW SHOULD BE SOUGHT PRIOR TO UTILIZING THIS CLAUSE</u>
4 CONSIDERATION			
4.01-1	<u>CONSIDERATION</u>		THIS CLAUSE SETS FORTH THE CONSIDERATION WHICH CAN BE MONETARY OR NON-MONETARY, SUCH AS SERVICES. EACH PARTY TO THE AGREEMENT GIVES SOME CONSIDERATION IN RETURN FOR THE CONSIDERATION GIVEN BY THE OTHER PARTY.
4.02-1	<u>LATE PAYMENT</u>	IN THE EVENT THAT A PARTY OBLIGATED TO MAKE ANY PAYMENT UNDER THE TERMS OF THIS AGREEMENT FAILS TO MAKE SUCH PAYMENTS AS REQUIRED HEREIN AND IN A TIMELY FASHION, THE DEFAULTING PARTY SHALL PAY THE PARTY TO WHOM THE PAYMENT IS OWNED INTEREST AT THE RATE OF 1.5% PER MONTH COMPOUNDED ON ANY AMOUNT THAT IS DELINQUENT COMMENCING WITH THE DATE THE PAYMENT BECAME DELINQUENT.	
5 OBLIGATIONS			

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5.01-1	<u>OBLIGATIONS OF THE PARTIES</u>		THIS PORTION OF THE AGREEMENT SHOULD SET FORTH THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF EACH PARTY AND THE PRODUCTS AND SERVICES TO BE PROVIDED.

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5.02-1	<u>CONTINGENCY CLAUSE</u>		<p>THIS CLAUSE IS INTENDED TO ADDRESS THE PROTOCOL FOR ADDRESSING CONTINGENCIES AS WELL AS NOTICE, FINANCIAL IMPLICATIONS AND TIME FACTORS.</p> <p>THIS CLAUSE IS NOT INTENDED TO ADDRESS EMERGENCIES OR UNFORESEEN CONDITIONS [SEE CLAUSE 8.14-1 AND 8.14-2] BUT RATHER INTENDED TO ADDRESS OPTIONS THAT MAY BE EXERCISED BY A PARTY AT SOME POINT IN THE TERM OF THE AGREEMENT.</p>

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6	RISK MANAGEMENT		
	<u>INDEMNIFICATION AND HOLD HARMLESS</u>	<p>[NAME OF PARTY] SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS AND DEFEND KENOSHA COUNTY AND ITS OFFICIALS, OFFICERS, DEPARTMENTS, AGENCIES, COMMITTEES, BOARD MEMBERS, REPRESENTATIVES, EMPLOYEES, AGENTS, CONTRACTORS AND ATTORNEYS (COLLECTIVELY, "INDEMNIFIED PARTIES") AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, ADVERSE ADMINISTRATIVE LAW VIOLATIONS, RULINGS, OR CONSEQUENCES, COSTS, DAMAGES, FINES, FORFEITURES, PENALTIES, EXPENSES (INCLUDING REASONABLE ATTORNEY FEES OF COUNSEL SELECTED BY KENOSHA COUNTY AND ALL OTHER COSTS AND EXPENSES OF LITIGATION), of every kind and description, or damage to persons or property, arising out of or in connection with, or occurring during, the course of this Contract where such liability is founded upon or occurring out of, the acts or omissions of [Name of Party], its agents, assigns, or employees. [Name of Party] agrees to protect itself and Kenosha County under this indemnity agreement with the insurance coverages and securities set forth in this Agreement.</p> <p><u>Survival of Provisions.</u> ALL INDEMNIFICATION OBLIGATIONS OF [NAME OF PARTY] UNDER THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM EVENTS OCCURRING PRIOR TO THE EXPIRATION OR TERMINATION OF THIS AGREEMENT. SUCH OBLIGATIONS OF [NAME OF PARTY] SHALL remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire.</p>	

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	<u>ASSUMPTIONS OF RISK AND LIMITATIONS</u> <hr/>	<p>[NAME OF PARTY] UNDERTAKES AND ASSUMES FOR ITS OFFICERS, AGENTS, AFFILIATES, CONTRACTORS AND SUBCONTRACTORS, ASSIGNS, AND EMPLOYEES (COLLECTIVELY “[NAME OF PARTY]” FOR THE PURPOSE OF THIS SECTION), ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT THE PROPERTY OF KENOSHA COUNTY. KENOSHA COUNTY SHALL NOT BE LIABLE FOR AND [NAME OF PARTY] SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS INDEMNIFIED PARTIES, AS DEFINED IN THIS AGREEMENT, FROM ANY INJURY OR DAMAGE, OR THREAT OF DAMAGE, ALLEGEDLY CAUSED BY [NAME OF PARTY] FOR ANY REASON OTHER THAN KENOSHA COUNTY’S WILFUL MISCONDUCT.</p>	
	<u>RISK MANAGEMENT - INSURANCE REQUIREMENT</u>	<p>At all times during the term of this Agreement, [Name of Party] shall keep in full force and effect all insurance policies as provided for herein and at the minimum terms and limits hereinafter set forth. The insurer must be <i>approved by Kenosha County</i> and be authorized to do business under the laws of the State of Wisconsin and have an “A” or better rating in Best’s Guide. Such <i>insurance will be primary</i> for actions and/or omissions performed pursuant to this Contract. Except as otherwise stated in this Agreement, all assigns or agents and all <i>contractors and all of their subcontractors</i> who perform work under the provisions of this Agreement shall carry, in full force and effect, worker’s compensation, comprehensive general liability, umbrella liability, and automobile liability insurance coverages of the type that [Name of Party] is required to obtain under the terms of this agreement and with the same limits. Kenosha County reserves the right to require higher or lower limits, when warranted.</p>	

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	<u>ADDITIONAL INSURED</u>	With respect to all liability insurance of [Name of Party] and/or its assigns, contractors and their subcontractors arising out of this Agreement, Kenosha County, its board members, commissioners, agents, officers, employees and representatives (collectively, "Additional Insureds") shall be named as additional insureds under all of the policies required herein, except business interruption and worker's compensation policies, which shall be so stated on the Certificate of Insurance.	
	<u>INSURANCE BASIS</u>	All policies, other than worker's compensation, shall be written on an occurrence, and not on a claims-made, basis.	
	<u>TAIL-END / GAP INSURANCE</u>	[NAME OF PARTY] SHALL NOT CHANGE OR DISCONTINUE LIABILITY INSURANCE POLICIES IN EFFECT DURING ANY PART OF THIS CONTRACT WITHOUT BUYING "TAIL END" OR "NO GAP" INSURANCE TO COVER POTENTIAL CLAIMS THAT MAY HAVE OCCURRED DURING THE TERM OF THIS AGREEMENT. THE HOLD HARMLESS, INDEMNITY AND INSURANCE PROVISIONS OF THIS CONTRACT SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND SHALL REMAIN OPERATIVE UNTIL THE TIME THAT ALL POTENTIAL CLAIMS OR POTENTIAL CIVIL ACTIONS BY THE PARTIES OR BY THIRD PARTIES SHALL EXPIRE UNDER EXISTING LAW.	
6.07-1	<u>NON-WAIVER OF LIABILITY CAPS, DEFENSES AND IMMUNITIES</u>	NO PROVISION OF THIS AGREEMENT IS INTENDED, OR SHALL BE CONSTRUED, TO BE A WAIVER FOR ANY PURPOSE BY KENOSHA COUNTY OF THE PROVISIONS OF SECTION 893.80 OF THE WISCONSIN STATUTES OR AMENDMENT THERETO OR OTHER APPLICABLE LIMITS ON MUNICIPAL LIABILITY, NOR SHALL ANY PROVISION BE CONSTRUED TO BE A WAIVER OF ANY DEFENSE OR IMMUNITY AVAILABLE TO KENOSHA COUNTY.	<u>THIS CLAUSE IS MANDATORY.</u>

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6.08-1	<u>DEDUCTABLES</u>	All policies may be written with deductibles, not to exceed \$100,000. [Name of Party] shall defend, indemnify and hold harmless Kenosha County and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this agreement.	
6.09-1	<u>CERTIFICATE OF INSURANCE</u>	Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, [Name of Party] will furnish Kenosha County with a Certificate of Insurance as evidence of coverage. The Certificate shall reference this Agreement, the additional insureds required herein, Kenosha County as a holder of the certificate, and worker's compensation and property insurance waivers of subrogation as required by this Agreement.	
6.10-1	<u>RIGHT TO INSPECT POLICIES</u>	Upon giving [Name of Party] reasonable notice, Kenosha County shall have the right to inspect the insurance policies [Name of Party] is required to maintain under this Agreement, along with any riders or amendments thereto.	
6.11-1	<u>NOTICE OF POLICY CANCELLATION</u>	Kenosha County will be given thirty (30) days advance written notice of cancellation or non-renewal of insurance during the term of this Agreement.	
6.12-1	<u>NOTICE OF LITIGATION</u>	[Name of Party] shall notify Kenosha County immediately upon the commencement of any litigation against [Name of Party] where there is any possibility that Kenosha County or the Additional Insureds may be made a party thereto. In the event any actions, suit or other proceeding is brought against Kenosha County or the Additional Insureds upon any matter herein indemnified against, Kenosha County shall cooperate with [Name of Party]'s attorneys in the defense of action, suit or other proceeding.	

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	<p><u>COMMERCIAL GENERAL LIABILITY INSURANCE.</u></p>	<p>A GENERAL LIABILITY POLICY WILL BE WRITTEN TO PROVIDE COVERAGE FOR, BUT NOT LIMITED TO, THE FOLLOWING: PREMISES AND OPERATIONS, PRODUCTS AND COMPLETED OPERATIONS, PERSONAL INJURY, BLANKET CONTRACTUAL COVERAGE, BROAD FORM PROPERTY DAMAGE, INDEPENDENT CONTRACTOR'S COVERAGE AND COVERAGE FOR PROPERTY DAMAGE FROM PERILS OF EXPLOSION, COLLAPSE OR DAMAGE TO UNDERGROUND UTILITIES (COMMONLY KNOWN AS XCU COVERAGE). LIMITS OF LIABILITY NOT LESS THAN <u>\$1,000,000</u> GENERAL AGGREGATE, <u>\$1,000,000</u> PRODUCTS/COMPLETED OPERATIONS AGGREGATE, <u>\$1,000,000</u> PERSONAL INJURY, <u>\$1,000,000</u> EACH OCCURRENCE.</p> <p>COVERAGE SHALL NOT CONTAIN A STANDARD FORM POLLUTION EXCLUSION. TO THE EXTENT SUCH COVERAGE CANNOT BE OBTAINED, [NAME OF PARTY] SHALL OBTAIN EQUIVALENT INSURANCE TO INSURE THE PROPERTY AGAINST ENVIRONMENTAL HAZARDS.</p> <p>OR</p> <p>Commercial general liability insurance for personal and bodily injury and property damage against any claim(s) that might occur in carrying out this Contract, [including professional malpractice; errors and omissions coverage, if the services being provided are professional services], with liability coverage provided for therein in the minimum amount of <u>\$500,000</u> per occurrence / <u>One Million Dollars</u> aggregate for all types of claims, except for property damage of at least <u>\$250,000</u>.</p>	<p>IF THE AMOUNT OF INSURANCE COVERAGE HAS NOT BEEN RECOMMENDED BY A RISK MANAGER OR INSURANCE CONSULTANT THERE SHOULD BE AN ANALYSIS OF THE COUNTY'S EXPOSURE TO LIABILITY WHICH IS FILED ALONG WITH THE AGREEMENT.</p> <p>PROVISION SHOULD BE MADE TO INCREASE THE AMOUNT OF COVERAGE TO SET AMOUNTS AT SPECIFIC TIMES TO ADJUST FOR INFLATION.</p>

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	<p><u>PROPERTY INSURANCE / CONTENTS</u></p>	<p>EACH PARTY WILL BE RESPONSIBLE FOR MAINTAINING PROPERTY INSURANCE ON ITS OWN BUILDINGS AND OTHER IMPROVEMENTS, INCLUDING ALL EQUIPMENT, FIXTURES, UTILITY STRUCTURES, FENCING, OR SUPPORT SYSTEMS THAT MAY BE BUILT OR PLACED UPON THE PROPERTY TO FULLY PROTECT AGAINST HAZARDS OF FIRE, VANDALISM AND MALICIOUS MISCHIEF, AND SUCH OTHER PERILS AS ARE COVERED BY POLICIES OF INSURANCE COMMONLY REFERRED TO AND KNOWN AS "EXTENDED COVERAGE" INSURANCE OR SELF-INSURE SUCH EXPOSURES.</p> <p>TO THE EXTENT COVERED BY PROPERTY INSURANCE, [NAME OF PARTY] AND KENOSHA COUNTY HEREBY RELEASE EACH OTHER FROM AND WAIVE ALL RIGHTS AGAINST EACH OTHER FOR ANY LOSS OR DAMAGE TO PROPERTY CAUSED BY FIRE OR OTHER PERIL IF THE PROPERTY IS INSURED FOR SUCH LOSS OR DAMAGE IN ANY POLICY OF INSURANCE EVEN IF SUCH LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF THE OTHER PARTY OR ANYONE FOR WHOM SUCH PARTY IS RESPONSIBLE. [NAME OF PARTY] SHALL CAUSE A WAIVER OF SUBROGATION RIGHTS TO BE INCLUDED IN ITS PROPERTY INSURANCE POLICY, UNLESS SUCH WAIVER WOULD RENDER THE POLICY VOID OR WOULD PROHIBIT RECOVERY UNDER THE POLICY.</p> <p>INSURANCE SHALL BE PROVIDED IN THE AMOUNT OF: \$ EACH OCCURRENCE \$ AGGREGATE</p> <p>THE COVERAGE STATED ABOVE SHALL BE INCREASED TO \$ _____ [BY _____%] ON [DATE OR ANNIVERSARY]</p>	<p>IF THE AMOUNT OF INSURANCE COVERAGE HAS NOT BEEN RECOMMENDED BY A RISK MANAGER OR INSURANCE CONSULTANT THERE SHOULD BE AN ANALYSIS OF THE COUNTY'S EXPOSURE TO LIABILITY WHICH IS FILED ALONG WITH THE AGREEMENT.</p> <p>PROVISION SHOULD BE MADE TO INCREASE THE AMOUNT OF COVERAGE TO SET AMOUNTS AT SPECIFIC TIMES TO ADJUST FOR INFLATION.</p>

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	<u>BUILDER'S RISK INSURANCE</u>	<p>AT THE START OF AND DURING THE PERIOD OF ANY CONSTRUCTION, BUILDER'S ALL-RISK INSURANCE SHALL BE OBTAINED BY THE [NAME OF PARTY], TOGETHER WITH AN INSTALLATION FLOATER OR EQUIVALENT PROPERTY COVERAGE COVERING MATERIALS, MACHINERY AND SUPPLIES OF ANY NATURE WHATSOEVER WHICH ARE TO BE USED IN OR INCIDENTAL TO THE INSTALLATION AND OPERATION OF THE FACILITY. UPON COMPLETION OF THE INSTALLATION OF THE FACILITY, [NAME OF PARTY] SHALL SUBSTITUTE FOR THE FOREGOING INSURANCE THE INSURANCE POLICY SPECIFIED UNDER SUBSECTION _____.</p> <p>INSURANCE SHALL BE PROVIDED IN THE AMOUNT OF: \$ EACH OCCURRENCE \$ AGGREGATE</p> <p>THE COVERAGE STATED ABOVE SHALL BE INCREASED TO \$_____ [BY _____%] ON [DATE OR ANNIVERSARY]</p>	<p>IF THE AMOUNT OF INSURANCE COVERAGE HAS NOT BEEN RECOMMENDED BY A RISK MANAGER OR INSURANCE CONSULTANT THERE SHOULD BE AN ANALYSIS OF THE COUNTY'S EXPOSURE TO LIABILITY WHICH IS FILED ALONG WITH THE AGREEMENT.</p> <p>PROVISION SHOULD BE MADE TO INCREASE THE AMOUNT OF COVERAGE TO SET AMOUNTS AT SPECIFIC TIMES TO ADJUST FOR INFLATION.</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
	<u>AUTOMOBILE LIABILITY INSURANCE</u>	<p>Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services of this Contract, with minimum <i>One Million Dollars</i> combined single limit for automobile liability and property damage. BUSINESS AUTOMOBILE POLICY COVERING ALL OWNED, HIRED AND NON-OWNED PRIVATE PASSENGER AUTOS AND COMMERCIAL VEHICLES LOCATED ON THE PREMISES. LIMITS OF LIABILITY NOT LESS THAN <i>\$1,000,000 EACH OCCURRENCE, \$1,000,000 AGGREGATE, \$</i> _____ MEDICAL, AS WELL AS UNINSURED AND UNDER-INSURED COVERAGE IN THE AMOUNT OF \$ _____.</p> <p>THE COVERAGE STATED ABOVE SHALL BE INCREASED TO \$ _____ [BY _____%] ON [DATE OR ANNIVERSARY]</p>	<p>IF THE AMOUNT OF INSURANCE COVERAGE HAS NOT BEEN RECOMMENDED BY A RISK MANAGER OR INSURANCE CONSULTANT THERE SHOULD BE AN ANALYSIS OF THE COUNTY'S EXPOSURE TO LIABILITY WHICH IS FILED ALONG WITH THE AGREEMENT.</p> <p>PROVISION SHOULD BE MADE TO INCREASE THE AMOUNT OF COVERAGE TO SET AMOUNTS AT SPECIFIC TIMES TO ADJUST FOR INFLATION.</p>
	<u>Malpractice / Errors and Omissions</u>	<p>INSURANCE SHALL BE PROVIDED IN THE AMOUNT OF: \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE</p> <p>THE COVERAGE STATED ABOVE SHALL BE INCREASED TO \$ _____ [BY _____%] ON [DATE OR ANNIVERSARY]</p>	<p>IF THE AMOUNT OF INSURANCE COVERAGE HAS NOT BEEN RECOMMENDED BY A RISK MANAGER OR INSURANCE CONSULTANT THERE SHOULD BE AN ANALYSIS OF THE COUNTY'S EXPOSURE TO LIABILITY WHICH IS FILED ALONG WITH THE AGREEMENT.</p> <p>PROVISION SHOULD BE MADE TO INCREASE THE AMOUNT OF COVERAGE TO SET AMOUNTS AT SPECIFIC TIMES TO ADJUST FOR INFLATION.</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
	<p><u>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE</u></p>	<p>STATUTORY WORKER'S COMPENSATION BENEFITS AND EMPLOYERS' LIABILITY INSURANCE IS TO BE OBTAINED BY {NAME OF PARTY} for all employees engaged in work associated with this <i>Contract WITH A LIMIT as required by Wisconsin Statutes OF LIABILITY NO LESS THAN \$100,000 EACH ACCIDENT.</i> [NAME OF PARTY] SHALL REQUIRE ITS CONTRACTORS AND THEIR SUBCONTRACTORS AND OTHERS NOT PROTECTED UNDER ITS INSURANCE TO OBTAIN AND MAINTAIN SUCH INSURANCE IN THE STATED AMOUNTS.</p> <p>THE COVERAGE STATED ABOVE SHALL BE INCREASED TO \$ _____ [BY _____%] ON [DATE OR ANNIVERSARY]</p>	<p>IF THE AMOUNT OF INSURANCE COVERAGE HAS NOT BEEN RECOMMENDED BY A RISK MANAGER OR INSURANCE CONSULTANT THERE SHOULD BE AN ANALYSIS OF THE COUNTY'S EXPOSURE TO LIABILITY WHICH IS FILED ALONG WITH THE AGREEMENT.</p> <p>PROVISION SHOULD BE MADE TO INCREASE THE AMOUNT OF COVERAGE TO SET AMOUNTS AT SPECIFIC TIMES TO ADJUST FOR INFLATION.</p>
	<p><u>WORKER'S COMPENSATION WAIVER OF SUBROGATION</u></p>	<p>KENOSHA COUNTY SHALL NOT BE LIABLE TO [NAME OF PARTY] FOR ANY INJURIES TO [NAME OF PARTY]'S EMPLOYEES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING ANY AND ALL WORK OF ANY TYPE PERFORMED BY [NAME OF PARTY] UPON THE PREMISES OR PROPERTY, INCLUDING INJURIES ARISING DURING EQUIPMENT INSTALLATION, ALTERATION, MODIFICATION, IMPROVEMENT, MAINTENANCE, REPAIR, REPLACEMENT, OR USE, OR INGRESS OR EGRESS TO OR FROM THE PROPERTY. [NAME OF PARTY] SHALL WAIVE ANY AND ALL RIGHTS OF RECOVERY FROM KENOSHA COUNTY FOR WORKER'S COMPENSATION CLAIMS MADE BY ITS EMPLOYEES AND SHALL OBTAIN SUCH WAIVER FROM ITS WORKER'S COMPENSATION INSURER. [NAME OF PARTY] SHALL ALSO CAUSE ITS CONTRACTORS AND THEIR SUBCONTRACTORS TO OBTAIN SUCH WORKER'S COMPENSATION WAIVERS OF SUBROGATION IN FAVOR OF KENOSHA COUNTY.</p>	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
	<u>BOILER AND MISCELLANEOUS INSURANCE [RESERVED]</u>	<p>INSURANCE SHALL BE PROVIDED IN THE AMOUNT OF:</p> <p>\$ EACH OCCURRENCE</p> <p>\$ AGGREGATE</p> <p>THE COVERAGE STATED ABOVE SHALL BE INCREASED TO \$_____ [BY _____%] ON [DATE OR ANNIVERSARY]</p>	<p>IF THE AMOUNT OF INSURANCE COVERAGE HAS NOT BEEN RECOMMENDED BY A RISK MANAGER OR INSURANCE CONSULTANT THERE SHOULD BE AN ANALYSIS OF THE COUNTY'S EXPOSURE TO LIABILITY WHICH IS FILED ALONG WITH THE AGREEMENT.</p> <p>PROVISION SHOULD BE MADE TO INCREASE THE AMOUNT OF COVERAGE TO SET AMOUNTS AT SPECIFIC TIMES TO ADJUST FOR INFLATION.</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
	<p><u>Environmental</u></p>	<p>(A) [NAME OF PARTY] REPRESENTS AND WARRANTS THAT [NAME OF PARTY]'S OR ITS SUB-[NAME OF PARTY]'S USE OF THE PREMISES WILL NOT GENERATE ANY HAZARDOUS SUBSTANCES, THAT IT OR ITS SUB-[NAME OF PARTY]'S WILL NOT STORE OR DISPOSE ON THE PREMISES OR TRANSPORT TO OR OVER THE PREMISES ANY HAZARDOUS SUBSTANCES AND THAT THE DEMISED PREMISES INCLUDING THE FACILITIES OF [NAME OF PARTY]'S SUB-[NAME OF PARTY]'S, WILL NOT CONSTITUTE OR CONTAIN AND WILL NOT GENERATE ANY HAZARDOUS SUBSTANCE IN VIOLATION OF STATE OR FEDERAL LAW NOW OR HEREAFTER IN EFFECT INCLUDING ANY AMENDMENTS. "HAZARDOUS SUBSTANCE" SHALL BE INTERPRETED BROADLY TO MEAN ANY SUBSTANCE OR MATERIAL DESIGNATED OR DEFINED AS HAZARDOUS OR TOXIC WASTE, HAZARDOUS OR TOXIC MATERIAL, HAZARDOUS OR TOXIC OR RADIOACTIVE SUBSTANCE, OR OTHER SIMILAR TERM BY ANY FEDERAL, STATE, OR LOCAL LAWS, REGULATIONS OR RULES NOW OR HEREAFTER IN EFFECT INCLUDING ANY AMENDMENTS. [NAME OF PARTY] FURTHER REPRESENTS AND WARRANTS THAT IN THE EVENT OF BREAKAGE, LEAKAGE, INCINERATION OR OTHER DISASTER, THE DEMISED PREMISES LEASED BY [NAME OF PARTY] WOULD NOT RELEASE SUCH HAZARDOUS WASTES OR SUBSTANCES.</p> <p>(B) IN ANY AGREEMENTS WITH A SUB-[NAME OF PARTY] APPROVED BY THE KENOSHA COUNTY, [NAME OF PARTY] AGREES THAT IT SHALL REQUIRE THE [NAME OF PARTY] TO WARRANT THAT THE SUB-[NAME OF PARTY]'S USE OF THE PREMISES WILL NOT GENERATE ANY HAZARDOUS SUBSTANCES AND THAT THE SUB-[NAME OF PARTY] WILL NOT STORE OR DISPOSE ON THE PREMISES OR TRANSPORT TO OR OVER THE PREMISES ANY HAZARDOUS SUBSTANCES AND THAT THE DEMISED PREMISES WILL NOT CONSTITUTE OR CONTAIN AND WILL NOT GENERATE ANY HAZARDOUS SUBSTANCE IN VIOLATION OF STATE OR FEDERAL LAW NOW OR HEREAFTER IN EFFECT INCLUDING ANY AMENDMENTS. [NAME OF PARTY] SHALL ALSO, TO THE EXTENT POSSIBLE, REQUIRE THAT ITS SUB-[NAME OF PARTY]'S INDEMNIFY THE INDEMNIFIED PARTIES, AS DEFINED IN THIS AGREEMENT, FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, COST, DAMAGE, FINES, PENALTIES, AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES ARISING FROM OR DUE TO THE RELEASE, THREATENED RELEASE, STORAGE OR DISCOVERY OF ANY SUCH HAZARDOUS WASTES OR HAZARDOUS SUBSTANCES ON, UNDER OR ADJACENT TO THE PREMISES ATTRIBUTABLE TO THE [NAME OF PARTY]'S USE OF THE PROPERTY.</p> <p>(C) [NAME OF PARTY] SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, COST, DAMAGE, FINES, PENALTIES, AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES ARISING FROM OR DUE TO THE RELEASE, THREATENED RELEASE, STORAGE OR DISCOVERY OF ANY SUCH HAZARDOUS WASTES OR HAZARDOUS SUBSTANCES ON, UNDER OR ADJACENT TO THE PREMISES ATTRIBUTABLE TO [NAME OF PARTY]'S OR ITS SUB-[NAME OF PARTY]'S USE OF THE PROPERTY. KENOSHA COUNTY SHALL WAIVE THIS REQUIREMENT WITH RESPECT TO THOSE SUB-[NAME OF PARTY]'S WHO HAVE AGREED TO INDEMNIFY KENOSHA COUNTY AS SET OUT IN THIS LEASE.</p> <p>(D) UPON REQUEST, KENOSHA COUNTY SHALL PROVIDE [NAME OF PARTY] WITH A COPY OF ALL ENVIRONMENTAL STUDIES PERTAINING TO THE PREMISES CONDUCTED ON BEHALF OF Kenosha County.</p> <p>INSURANCE SHALL BE PROVIDED IN THE AMOUNT OF:</p> <p>\$ EACH OCCURRENCE</p> <p>\$ AGGREGATE</p> <p>THE COVERAGE STATED ABOVE SHALL BE INCREASED TO</p>	<p>IF THE AMOUNT OF INSURANCE COVERAGE HAS NOT BEEN RECOMMENDED BY A RISK MANAGER OR INSURANCE CONSULTANT THERE SHOULD BE AN ANALYSIS OF THE COUNTY'S EXPOSURE TO LIABILITY WHICH IS FILED ALONG WITH THE AGREEMENT.</p> <p>PROVISION SHOULD BE MADE TO INCREASE THE AMOUNT OF COVERAGE TO SET AMOUNTS AT SPECIFIC TIMES TO ADJUST FOR INFLATION.</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
	<p>ENVIRONMENTAL INDEMNITY AND HOLD HARMLESS [ALTERNATIVE CLAUSE]</p>	<p>Operator agrees to indemnify, defend and hold harmless the County, its officers, agents, employees or committees, for and from any request, demand, order or any other form of obligation to pay clean-up or remediation costs, under any local, state or federal law, rule, order, ordinance, statute, regulation or decision, and for or from any and all liability, loss, claims, or damage that it might suffer as a result of any claim, demand, cost or judgement by any person or entity at any time against the County, its officers, agents, employees or committees arising in any way or as the result of this Agreement. The terms and conditions of this paragraph shall apply from the Effective Date of this Agreement in perpetuity.</p> <p>Operator also agrees to support, defend and/or reimburse the costs, attorneys fees, damages or other liabilities incurred by the County, its officers, agents, employees and any duly-appointed committees, brought by any person or entity at any time to establish that the County, its officers, agents, employees and any duly-appointed committees, may have liability for any request, demand, order or any other form of obligation to pay clean-up or remediation costs, under any local, state or federal law, rule, order, ordinance, statute, regulation or decision, and for or from any loss, claim or damages arising in any way or as the result of any anticipated or unanticipated occurrence associated with the Pheasant Run RDF. The terms and conditions of this paragraph shall apply from the Effective Date of this Agreement in perpetuity.</p> <p>In any legal proceedings resulting from the above two paragraphs, Operator has the right to assert any defense on behalf of the County which the County is legally entitled to, including the provisions of § 893.80, Wis. Stats. The County subrogates all applicable counter-claims (excepting separate damage claims not subject to the indemnification and hold harmless provisions) and assigns all applicable rights and defenses to Operator which the County has.</p> <p>Notwithstanding the forgoing, the Operator shall not be required to indemnify, defend or hold the county harmless for any claim or cause of action to the extent said claim or cause of action arose out of a violation by the County of any term or condition of this Agreement.</p> <p>Following is from town contract:</p> <p>Operator agrees to indemnify, defend and hold harmless the County, its officers, agents, attorneys, employees, duly appointed or elected board and committee members, local negotiating committee under Wisconsin Statutes §283.33, their officers, members, agents and attorneys and committees assigned responsibility for landfill activities for and from any claims of any person, party, local, state, or federal government or their agencies claiming the right to remediation costs, cleanup costs or a claim of liability, loss or damages incurred as a result of any action or inaction, conduct, procedure, agreement or act in conjunction with negotiations, design, construction, operation, transportation, closure, maintenance, control, repair, administration, surveillance, monitoring closure, long-term care and termination of the Pheasant Run facility or any claim of environmental or human health impacts as a result of the facility.</p>	<p>IF THE AMOUNT OF INSURANCE COVERAGE HAS NOT BEEN RECOMMENDED BY A RISK MANAGER OR INSURANCE CONSULTANT THERE SHOULD BE AN ANALYSIS OF THE COUNTY'S EXPOSURE TO LIABILITY WHICH IS FILED ALONG WITH THE AGREEMENT.</p> <p>PROVISION SHOULD BE MADE TO INCREASE THE AMOUNT OF COVERAGE TO SET AMOUNTS AT SPECIFIC TIMES TO ADJUST FOR INFLATION.</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
	<p><u>UMBRELLA LIABILITY INSURANCE</u></p>	<p>[NAME OF PARTY] IS REQUIRED TO OBTAIN COVERAGE IN EXCESS OF EMPLOYERS' LIABILITY, COMMERCIAL GENERAL LIABILITY, AND AUTOMOBILE LIABILITY INSURANCE REQUIRED ABOVE. LIMITS OF LIABILITY SHALL <u>NOT BE LESS THAN \$3,000,000 EACH OCCURRENCE, \$3,000,000 AGGREGATE FOR [NAME OF PARTY] AND NOT LESS THAN \$1,000,000 EACH OCCURRENCE, \$1,000,000 AGGREGATE</u> FOR [NAME OF PARTY]'S CONTRACTORS OR THEIR SUBCONTRACTORS DOING ANY WORK ON THE PREMISES.</p> <p>THE AFORESAID LIMITS OF LIABILITY MAY BE INCREASED OR DECREASED BY MUTUAL CONSENT OF THE PARTIES, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD BY EITHER PARTY, IN THE EVENT OF ANY FACTORS OR OCCURRENCES, INCLUDING SUBSTANTIAL INCREASES IN THE LEVEL OF JURY VERDICTS OR JUDGMENTS OR THE PASSAGE OF STATE, FEDERAL OR OTHER GOVERNMENTAL COMPENSATION PLANS, OR LAWS WHICH WOULD MATERIALLY INCREASE OR DECREASE KENOSHA COUNTY'S OR [NAME OF PARTY]'S EXPOSURE TO RISK. IN ADDITION, IN THE EVENT OF A HOLD-OVER AT THE END OF THE TERM OF THIS AGREEMENT OR ANY RENEWAL TERM, INSURANCE REQUIREMENTS IN THIS AGREEMENT WILL BE ADJUSTED, AT KENOSHA COUNTY'S OPTION, TO REFLECT THEN PREVAILING MARKET RATES, LIMITS OF COVERAGE, TERMS, AND REQUIREMENTS FOR THE TYPE OF RISK ASSOCIATED WITH THE ACTIVITIES CONTEMPLATED UNDER THIS AGREEMENT.</p> <p>THE COVERAGE STATED ABOVE SHALL BE INCREASED TO \$_____ [BY _____%] ON [DATE OR ANNIVERSARY]</p>	<p>IF THE AMOUNT OF INSURANCE COVERAGE HAS NOT BEEN RECOMMENDED BY A RISK MANAGER OR INSURANCE CONSULTANT THERE SHOULD BE AN ANALYSIS OF THE COUNTY'S EXPOSURE TO LIABILITY WHICH IS FILED ALONG WITH THE AGREEMENT.</p> <p>PROVISION SHOULD BE MADE TO INCREASE THE AMOUNT OF COVERAGE TO SET AMOUNTS AT SPECIFIC TIMES TO ADJUST FOR INFLATION.</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
	<p><u>PERFORMANCE BONDS AND LETTER OF CREDIT</u></p>	<p>[NAME OF PARTY] SHALL PROVIDE KENOSHA COUNTY A PERFORMANCE BOND [LETTER OF CREDIT] IN THE AMOUNT OF \$_____.</p> <p>THE COVERAGE STATED ABOVE SHALL BE INCREASED TO \$_____ [BY _____%] ON [DATE OR ANNIVERSARY]</p>	<p>IF THE AMOUNT OF INSURANCE COVERAGE HAS NOT BEEN RECOMMENDED BY A RISK MANAGER OR INSURANCE CONSULTANT THERE SHOULD BE AN ANALYSIS OF THE COUNTY'S EXPOSURE TO LIABILITY WHICH IS FILED ALONG WITH THE AGREEMENT.</p> <p>PROVISION SHOULD BE MADE TO INCREASE THE AMOUNT OF COVERAGE TO SET AMOUNTS AT SPECIFIC TIMES TO ADJUST FOR INFLATION.</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
7	DISPUTE RESOLUTION AND REMEDIES		
7.01-1	<u>REMEDIES</u>	<p><u>CONSEQUENTIAL AND ACTUAL DAMAGES</u></p> <p>ANY PARTY SUFFERING A BREACH OF THIS AGREEMENT SHALL BE ENTITLED TO ACTUAL [AND CONSEQUENTIAL] DAMAGES RESULTING FROM SUCH BREACH.</p> <p><u>LIQUIDATED DAMAGES</u></p> <p>BECAUSE OF THE UNCERTAINTY IN MEASURING THE CALCULATION OF ACTUAL DAMAGES RESULTING FROM A BREACH OF SECTIONS _____ OF THIS AGREEMENT, [NAME OF PARTY] SHALL PAY TO THE COUNTY LIQUIDATED DAMAGES IN THE AMOUNTS OF _____ (\$_____) DOLLARS FOR EACH UNCURED BREACH OF SUCH SECTIONS OF THIS AGREEMENT.</p> <p>EACH DAY OF UNCURED BREACH MAY BE CONSIDERED A SEPARATE BREACH FOR PURPOSES OF THIS SECTION, BUT NOTICE OF SUCH BREACH TO BE GIVEN UNDER SECTION _____ OF THIS AGREEMENT MAY BE MADE AND SHALL BE CONSIDERED CONTINUING UNTIL SUCH BREACH IS CURED OR AS OTHERWISE PROVIDED IN SUCH NOTICE. SUCH LIQUIDATED DAMAGES AS PROVIDED IN THIS SECTION SHALL BE THE EXCLUSIVE REMEDY FOR BREACH OF SUCH SECTIONS OF THIS AGREEMENT AS ARE ENUMERATED HEREIN.</p> <p><u>MISCELLANEOUS REMEDIES</u></p> <p>NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PREVENT A PARTY FROM SEEKING PUNITIVE DAMAGES, SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF OR ANY OTHER EQUITABLE REMEDY.</p>	<p>LIQUIDATED DAMAGES – A SET AMOUNT OF PRE-DETERMINED DAMAGES WHERE DAMAGES ARE TOO DIFFICULT TO DETERMINE</p> <p>CONSEQUENTIAL DAMAGES ARE DAMAGES THAT ARE THE RESULT OF THE BREACH THAT ARE BEYOND ACTUAL DAMAGES, EG., THEY MAY INCLUDE DAMAGES OR PENALTIES DUE TO DELAY THAT THE COUNTY INCURRED DUE TO THE BREACH OR ADDITIONAL COSTS INCURRED IN HAVING TO CONTRACT WITH ANOTHER DUE TO THE BREACH.</p> <p>PUNITIVE DAMAGES ARE DAMAGES THAT ARE SOUGHT IN THE EVENT OF BAD FAITH OR INTENTIONAL WRONGDOING</p> <p>SPECIFIC PERFORMANCE CALLS FOR A COURT OR ARBITRATOR’S ORDER REQUIRING THAT THE TERMS OF THE AGREEMENT BE FULFILLED.</p> <p>INJUNCTIVE RELIEF IS AN EQUITABLE REMEDY THAT REQUIRES A PARTY TO DO OR NOT DO SOMETHING IN RELATION TO THE AGREEMENT.</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
7.02-1	<u>PREVAILING PARTY TO RECEIVE COSTS AND FEES.</u>	IN THE EVENT OF BINDING ARBITRATION OR LITIGATION ARISING UNDER THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO AN AWARD AND JUDGMENT FOR ITS REASONABLE ATTORNEY'S FEES AND [ANY STATUTORY] COSTS.	ATTY FEES AND COSTS – USUALLY EACH SIDE PICKS UP THEIR OWN FEES AND COSTS
7.03-1	<u>OBLIGATION TO MITIGATE DAMAGES</u>	IN THE EVENT OF A BREACH OF THIS AGREEMENT, EACH PARTY HAS A RESPONSIBILITY TO MITIGATE DAMAGES.	THIS MEANS THAT IF THE OTHER PARTY BREACHES THE AGREEMENT <u>BOTH THE COUNTY AND THAT OTHER PARTY</u> HAVE AN OBLIGATION TO MAKE EVERY EFFORT TO KEEP THEIR DAMAGES AS LOW AS POSSIBLE.

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
7.04-1	<p><u>DISPUTE RESOLUTION - MEDIATION</u></p>	<p><u>PRE-ARBITRATION PROCEDURE</u></p> <p>CLAIMS, DISPUTES OR OTHER MATTERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SUBJECT TO MEDIATION AS A CONDITION PRECEDENT TO THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BY ANY PARTY TO THIS AGREEMENT. HOWEVER, PRIOR TO FILING A WRITTEN DEMAND FOR MEDIATION, THE PARTY MAKING SUCH DEMAND SHALL SUBMIT TO THE OTHER AFFECTED PARTIES A STATEMENT OF THE CLAIM, DISPUTE OR OTHER MATTER IN QUESTION. THE PARTIES SHALL MEET PROMPTLY AFTER SUCH STATEMENT IS FILED AND SHALL ENDEAVOR IN GOOD FAITH TO RESOLVE ANY SUCH CLAIM, DISPUTE OR OTHER MATTER IN QUESTION AMICABLY. IF SUCH MEETING DOES NOT RESOLVE THE CLAIM, DISPUTE OR OTHER MATTER IN QUESTION, A DEMAND FOR MEDIATION SHALL BE FILED IN WRITING WITH THE OTHER AFFECTED PARTIES.</p> <p><u>TIME LIMITS FOR MEDIATION</u></p> <p>THE DEMAND FOR MEDIATION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM, DISPUTE OR OTHER MATTER IN QUESTION HAS ARISEN. IT IS AGREED THAT A DEMAND FOR MEDIATION WILL STAY ANY APPLICABLE STATUTE OF LIMITATION OR STATUTE OF REPOSE.</p> <p><u>MEDIATION RULES</u></p> <p>ANY MEDIATION CONDUCTED PURSUANT TO THIS SECTION SHALL BE HELD IN ACCORDANCE WITH THE RULES OF THE [AMERICAN ARBITRATION ASSOCIATION] THEN IN EFFECT WITH RESPECT TO SELECTION OF A MEDIATOR AND TIME LIMITS ETC., UNLESS MODIFIED BY THE AGREEMENT OR THE PARTIES MUTUALLY AGREE OTHERWISE.</p>	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
7.04-2	<p><u>DISPUTE RESOLUTION - BINDING ARBITRATION</u></p>	<p>IF A DEMAND FOR MEDIATION HAS BEEN MADE UNDER THE TERMS OF THIS AGREEMENT BUT SUCH MEDIATION HAS NOT RESOLVED THE CLAIM(S) SUBJECT TO SUCH MEDIATION, A PARTY TO THIS AGREEMENT MAY SUBMIT THE MATTER FOR BINDING ARBITRATION SUBJECT TO THE RULES OF THE [AMERICAN ARBITRATION ASSOCIATION] THEN IN EFFECT, UNLESS OTHERWISE MODIFIED BY THIS AGREEMENT OR THE PARTIES MUTUALLY AGREE OTHERWISE.</p> <p>THERE SHALL BE ONE ARBITRATOR CHOSEN BY THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR SO SELECTED SHALL HAVE QUALIFICATIONS AND EXPERIENCE IN THE AREA OF DISPUTE. NO ARBITRATOR SO SELECTED SHALL HAVE ANY CONFLICT OF INTEREST. THE ARBITRATION HEARING SHALL BE HELD IN KENOSHA COUNTY AT A SITE SELECTED BY THE ARBITRATOR AND SAID HEARING SHALL BE OPEN TO THE PUBLIC AND ALL DOCUMENTS AND RECORDS SUBMITTED AT SUCH HEARING SHALL BE SUBJECT TO THE WISCONSIN PUBLIC RECORDS LAW. THE SUBSTANTIVE LAW OF THE STATE OF WISCONSIN, INCLUDING THE RULES OF EVIDENCE AND DISCOVERY AND SANCTIONS, SHALL BE APPLIED. ANY DAMAGES, RELIEF OR METHOD OF ENFORCEMENT NOT PRECLUDED BY THE TERMS OF THIS AGREEMENT MAY BE GRANTED. A WRITTEN DECISION SHALL BE SUBMITTED WITHIN 60 DAYS OF THE CONCLUSION OF THE HEARING.</p> <p>OR</p> <p>THERE SHALL BE THREE ARBITRATOR; EACH PARTY SHALL SELECT ONE AND THE TWO SELECTED SHALL SELECT A THIRD ARBITRATOR. THE ARBITRATORS SO SELECTED SHALL HAVE QUALIFICATIONS AND EXPERIENCE IN THE AREA OF DISPUTE. NO ARBITRATOR SO SELECTED SHALL HAVE ANY CONFLICT OF INTEREST.</p> <p>THE ARBITRATION HEARING SHALL BE HELD IN KENOSHA COUNTY AT A SITE SELECTED BY THE ARBITRATORS AND SAID HEARING SHALL BE OPEN TO THE PUBLIC AND ALL DOCUMENTS AND RECORDS SUBMITTED AT SUCH HEARING SHALL BE SUBJECT TO THE WISCONSIN PUBLIC RECORDS LAW. THE SUBSTANTIVE LAW OF THE STATE OF WISCONSIN, INCLUDING THE RULES OF EVIDENCE AND DISCOVERY AND SANCTIONS, SHALL BE APPLIED. ANY DAMAGES, RELIEF OR METHOD OF ENFORCEMENT NOT PRECLUDED BY THE TERMS OF THIS AGREEMENT MAY BE GRANTED. A WRITTEN DECISION SHALL BE SUBMITTED WITHIN 60 DAYS OF THE CONCLUSION OF THE HEARING.</p>	<p>ARBITRATION - GENERALLY IS NOT RECOMMENDED [GENERALLY NO SAVINGS IN COST OR TIME RESULTS AND RULES OF EVIDENCE ARE NOT STRICTLY ADHERED TO ---- BENEFIT IS THAT YOU HAVE A DECISION MAKER WHO MAY BE VERY KNOWLEDGEABLE IN A SPECIFIC AREA WHO CAN RENDER A FASTER DECISION.]</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
7.04-3	<p><u>DISPUTE RESOLUTION - LITIGATION [ALTERNATIVE LANGUAGE]</u></p>	<p>IF THE MEDIATION FAILS TO RESOLVE THE CLAIM, DISPUTE OR OTHER MATTER IN QUESTION, ARBITRATION SHALL NOT BE AVAILABLE, AND SHALL NOT BE CONSIDERED A CONDITION PRECEDENT TO THE COMMENCEMENT OF LEGAL OR EQUITABLE PROCEEDINGS BASED UPON SUCH CLAIM, DISPUTE OR OTHER MATTER IN QUESTION. IF A DEMAND FOR MEDIATION HAS BEEN MADE UNDER THIS AGREEMENT BUT SUCH MEDIATION HAS NOT RESOLVED THE CLAIM(S) SUBJECT TO SUCH MEDIATION, A PARTY TO THIS AGREEMENT MAY AVAIL ITSELF OF ANY LEGAL OR EQUITABLE REMEDY AVAILABLE TO THE PARTY .</p> <p>IN THE EVENT THAT MEDIATION DOES NOT RESOLVE A CLAIM, DISPUTE OR OTHER MATTER IN QUESTION, THIS AGREEMENT IS INTENDED TO PROVIDE EACH PARTY WITH A RIGHT AND STANDING TO CHALLENGE ANY ACT OR OMISSION WHICH VIOLATES THIS AGREEMENT IN EITHER THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WISCONSIN AND ALL RELATED FEDERAL APPELLATE COURTS OR, STATE CIRCUIT COURT IN AND FOR KENOSHA COUNTY AND ALL RELATED STATE APPELLATE COURTS.</p> <p>THIS AGREEMENT IS FURTHER INTENDED TO PROVIDE EACH PARTY WITH A RIGHT AND STANDING TO SEEK ANY AVAILABLE LEGAL OR EQUITABLE REMEDY TO ENFORCE THIS AGREEMENT AND TO SEEK DAMAGES FOR THE BREACH OF THIS AGREEMENT IN SUCH ENUMERATED COURTS.</p>	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8	GENERAL PROVISIONS		
8.01-1	<u>LAWS OF WISCONSIN AS OF [DATE] OR [AS AMENDED]</u>	THIS AGREEMENT SHALL BE CONSTRUED, ENFORCED AND GOVERNED IN ALL RESPECTS, IN ACCORDANCE WITH THE LAWS AND STATUTES OF THE UNITED STATES OF AMERICA AND THE STATE OF WISCONSIN IN EFFECT UPON THE EXECUTION OF THIS AGREEMENT <u>AND AS THEY MAY BE AMENDED FROM TIME TO TIME..</u>	CAREFUL CONSIDERATION SHOULD BE GIVEN AS TO WHETHER THE PARTIES ARE RELYING UPON LAWS AS THEY EXISTED AT THE TIME OF THE EXECUTION OF THE AGREEMENT OR AS THOSE LAWS MAY BE REPEALED OR AMENDED FROM TIME TO TIME IN THE FUTURE.
8.02-1	<u>ADVISE OF COUNSEL</u>	BY EXECUTION OF THIS AGREEMENT EACH PARTY CERTIFIES THAT THEY HAVE HAD THE BENEFIT OF THE ADVISE OF LEGAL COUNSEL OR THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL PRIOR TO EXECUTION.	THIS CLAUSE IS OPTIONAL. <i>HOWEVER, IF THE CORPORATION COUNSEL'S OFFICE WAS NOT CONSULTED THIS CLAUSE SHOULD NOT BE USED.</i>
8.03-1	<u>CONSENT TO JURISDICTION AND SERVICE OF PROCESS</u>	<p>IN THE EVENT OF RESOLVING A DISPUTE ARISING FROM THIS AGREEMENT IN A COURT OF LAW OR EQUITY, EACH PARTY CONSENTS TO LITIGATE ANY CAUSE OF ACTION ARISING OUT OF THE EXECUTION OF THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, IN <u>THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WISCONSIN AND ALL RELATED FEDERAL APPELLATE COURTS OR, IF SUCH UNITED STATES DISTRICT COURT CANNOT HEAR OR REFUSES TO HEAR SUCH DISPUTE, STATE CIRCUIT COURT IN AND FOR KENOSHA COUNTY AND ALL RELATED STATE APPELLATE COURTS.</u> NO PARTY TO THIS AGREEMENT SHALL CONTEST JURISDICTION OR VENUE OF THE ABOVE-REFERENCED COURTS FOR ANY DISPUTE OR CLAIM ARISING UNDER THIS AGREEMENT.</p> <p>IT IS AGREED THAT THE AUTHORIZED AGENTS LISTED HEREIN FOR EACH PARTY MAY ACCEPT SERVICE OF PROCESS AND THAT A COPY OF SUCH PROCESS SHALL BE PROVIDED TO EACH PARTY'S LEGAL COUNSEL AS SET FORTH HEREIN.</p>	THIS CLAUSE IS INTENDED TO STIPULATE TO VENUE AND SERVICE OF PROCESS. THE ITALICIZED PART MAY BE CHANGED AS APPROPRIATE. HOWEVER, STATE COURT WOULD ALWAYS BE THE KENOSHA COUNTY CIRCUIT COURT EXCEPT WHERE OTHERWISE AUTHORIZED BY THE CORPORATION COUNSEL'S OFFICE.

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.04-1	<u>COMMENCEMENT OF LITIGATION</u>	LITIGATION CONCERNING THIS AGREEMENT MAY NOT BE COMMENCED AFTER [DATE OR EVENT].	THIS CLAUSE SHOULD BE USED ONLY AFTER CONSULTATION WITH THE CORPORATION COUNSEL'S OFFICE. CONSIDERATION SHOULD BE GIVEN AS TO WHETHER THE AGREEMENT IS GOVERNED BY A STATUTE OF LIMITATIONS OR A STATUTE OF REPOSE AND WHETHER THE CAUSE OF ACTION IS FOR BREACH OF CONTRACT AND/OR TORT [IE., PERSONAL INJURY OR PROPERTY DAMAGE CAUSED EITHER INTENTIONALLY OR NEGLIGENTLY.
8.05-1	<u>NO WAIVER OF MUNICIPAL OR STATUTORY IMMUNITY, RIGHT TO NOTICE OF CLAIM OR LIABILITY LIMITS OR EXHAUSTION OF ADMINISTRATIVE REMEDIES.</u>	NO PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED TO MEAN OR SUGGEST THAT KENOSHA COUNTY HAS WAIVED ANY IMMUNITY, NOTICE OF CLAIM, OR LIABILITY LIMIT PROVIDED OR ALLOWED FOR BY LAW NOR ANY DEFENSE, INCLUDING BUT NOT LIMITED TO EXHAUSTION OF REMEDIES.	<u>THIS CLAUSE IS MANDATORY AND OPERATES AS A LIMITATION ON THE COUNTY'S EXPOSURE TO LIABILITY</u>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.06-1	<u>WAIVER AND DEFENSE OF CHALLENGES TO THIS AGREEMENT</u>	<p>[NAME OF PARTY] AND THE COUNTY HEREBY WAIVE ANY RIGHT EACH MAY HAVE TO COMMENCE OR MAINTAIN ANY CIVIL ACTION OR OTHER PROCEEDING OR PROCEDURE TO CONTEST, INVALIDATE OR CHALLENGE THIS AGREEMENT, ANY PROCEDURE OR PROCEEDING UNDERTAKEN TO ADOPT THIS AGREEMENT OR ANY OF THE ACTIONS REQUIRED OR CONTEMPLATED BY THIS AGREEMENT, OR TO TAKE ANY ACTIONS, EITHER DIRECTLY OR INDIRECTLY, TO OPPOSE OR IN ANY OTHER WAY, TO INITIATE, PROMOTE OR SUPPORT THE OPPOSITION OF APPROVALS REQUIRED UNDER THIS AGREEMENT OR TO HINDER, OBSTRUCT OR UNDULY DELAY ANY OF THE ACTIONS REQUIRED OR CONTEMPLATED BY THIS AGREEMENT. THIS PARAGRAPH SHALL NOT BE CONSTRUED TO PREVENT A PARTY TO THIS AGREEMENT FROM COMMENCING A DECLARATORY JUDGMENT ACTION REGARDING THE INTERPRETATION OF THIS AGREEMENT. IN THE EVENT OF A CHALLENGE TO THE VALIDITY OF THIS AGREEMENT BY ANY THIRD PARTY, THE PARTIES SHALL EACH DEFEND THE VALIDITY AND ENFORCEABILITY OF THIS AGREEMENT IN ANY ADMINISTRATIVE OR JUDICIAL PROCEEDING.</p>	<p>THIS CLAUSE IS INTENDED TO PRECLUDE ANY CHALLENGE TO THE VALIDITY OF THE AGREEMENT AND THE MANNER IN WHICH IT WAS EXECUTED.</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.07-1	<u>CONFIDENTIALITY</u>		THIS CLAUSE IS SOMETIMES REQUESTED BY A PARTY TO THE AGREEMENT AND IS INTENDED TO KEEP THE AGREEMENT OR SOME PORTION OF IT SECRET. <u>IT MAY NOT BE UTILIZED IN A PUBLIC CONTRACT.</u> THIS IS ESPECIALLY TRUE IN AGREEMENTS THAT ARE EXECUTED IN SETTLEMENT OF LITIGATION. THE LIMITED EXCEPTION MIGHT BE IF DISCUSSION OF THE AGREEMENT OR PORTION OF THE AGREEMENT THAT IS SOUGHT TO BE KEPT CONFIDENTIAL QUALIFIED AS AN EXCEPTION UNDER EITHER THE WISCONSIN OPEN MEETINGS LAW OR PUBLIC RECORDS LAW. THESE EXCEPTIONS MAY DEAL, FOR EXAMPLE, WITH TRADE SECRETS, LAW ENFORCEMENT STRATEGIES, MATTERS PERTAINING TO INFORMATION GIVEN UNDER A LEGITIMATE PLEDGE OF CONFIDENTIALITY, ETC. THE EXCEPTION SHOULD NOT BE INVOKED WITHOUT PRIOR CONSULTATION WITH THE CORPORATION COUNSEL'S OFFICE.
8.08-1	<u>COMPLIANCE – FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS</u>	IN FURTHERANCE OF THIS AGREEMENT, THE PARTIES AGREE TO COMPLY WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS AND STANDARDS AND ALL APPLICABLE LOCAL ORDINANCES AND REGULATIONS AS MAY BE REQUIRED FROM TIME TO TIME.	COMPLIANCE WITH LAWS AND ORD AND REGS –IS REQUIRED AND CAN TRIGGER A BREACH

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.08-2	<u>COMPLIANCE - ANTI-TRUST</u>	THOSE PARTIES CONTRACTING WITH THE COUNTY CERTIFY THAT WITH RESPECT TO ALL ASPECTS OF THIS AGREEMENT THEY HAVE COMPLIED AND WILL COMPLY WITH ALL FEDERAL AND STATE ANTI-TRUST AND RESTRAINT OF TRADE LAWS AND REGULATIONS. FURTHERMORE SAID PARTY AGREES TO DEFEND AND HOLD THE COUNTY HARMLESS AGAINST ANY CLAIMS TO THE CONTRARY.	
8.08-3	<u>COMPLIANCE – NON - DISCRIMINATION</u>	BY EXECUTING THIS AGREEMENT THE PARTIES CERTIFY THAT WITH RESPECT TO ALL ASPECTS OF THIS AGREEMENT EACH PARTY HAS COMPLIED AND WILL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS PRECLUDING DISCRIMINATION.	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.09-1	<u>COMPLIANCE – ETHICS CODE, OPEN MEETING AND PUBLIC RECORDS LAWS</u>	<p>THE PARTIES ACKNOWLEDGE THAT KENOSHA COUNTY IS A MUNICIPAL CORPORATION LEGALLY BOUND TO COMPLY WITH THE WISCONSIN OPEN MEETINGS AND PUBLIC RECORDS LAW AND THAT AS SUCH, UNLESS OTHERWISE ALLOWED FOR BY LAW, ALL ASPECTS OF THIS AGREEMENT ARE SUBJECT TO OPEN DISCUSSION AND ARE A MATTER OF PUBLIC RECORD. IT IS FURTHERMORE AGREED TO THAT NO PARTY WILL TAKE ANY ACTION TO OBSTRUCT THE OPERATION OF THESE LAWS. IF RECORDS ARE CREATED OR MAINTAINED OR IN THE CUSTODY OF THE PROVIDER, AS AN INDEPENDENT CONTRACTOR, THEY, ALONG WITH THE RAW DATA USED TO CREATE THE RECORD, ARE, NEVERTHELESS, PUBLIC RECORDS THAT MUST BE MADE IMMEDIATELY AVAILABLE TO THE PUBLIC UPON REQUEST AND IN THE FORMAT IN WHICH THEY WERE CREATED. PROVIDER AGREES TO HOLD THE COUNTY HARMLESS AND TO INDEMNIFY THE COUNTY FOR ALL COSTS, FEES, INCLUDING ALL ATTORNEY FEES AND JUDGMENTS AND DAMAGES OF WHATEVER KIND FOR WHICH THE COUNTY MAY BE HELD LIABLE DUE TO THE PROVIDER'S FAILURE TO COMPLY WITH THE WISCONSIN PUBLIC RECORDS AND OPEN MEETINGS LAWS, OR THIS AGREEMENT..</p> <p>IT IS FURTHER ACKNOWLEDGED THAT KENOSHA COUNTY OFFICIALS ARE BOUND BY BOTH THE STATE OF WISCONSIN ETHICS CODE AND THE KENOSHA COUNTY ETHICS POLICY/CODE. FURTHERMORE, IN THE EVENT THAT ANY PARTY OR ANY AGENT OF ANY PARTY ACTS IN CONCERT WITH A KENOSHA COUNTY OFFICIAL, INCLUDING ELECTED OFFICIALS, OR COUNTY EMPLOYEES IN SUCH A MANNER AS TO VIOLATE ANY SUCH ETHICS PROVISION THIS AGREEMENT MAY, AT THE OPTION OF KENOSHA COUNTY, BE DECLARED NULL AND VOID. VIOLATION MAY ALSO RESULT IN DEBARMENT.</p>	<p>CONFORMITY TO COUNTY ETHICS CODE REQUIRES A DISCLOSURE OF CONFLICTS AND NO COLLUSION. VIOLATION CAN RESULT IN DEBARMENT WHICH WOULD PRECLUDE THE COUNTY DOING BUSINESS WITH THE PARTY VIOLATING THE ETHICS PROVISIONS FOR A PERIOD OF TIME.</p> <p>REQUIRING COMPLIANCE W PUB RECORDS AND OPEN MEETING LAW...SEE WIREDATA V SUSSEX 2007 WI APP 22</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.10-1	<u>CONFLICT OF INTEREST</u>	<p>THE PROVIDER SHALL ENSURE THE ESTABLISHMENT OF WRITTEN POLICIES AND EMPLOYMENT RULES AND OTHER SAFEGUARDS TO PREVENT, AND SHALL PREVENT, ITS EMPLOYEES, CONSULTANTS, OR AGENTS FROM ATTEMPTING TO INFLUENCE KENOSHA COUNTY OFFICIALS, EMPLOYEES, OR ITS VARIOUS COMMITTEES, COMMISSIONS, WORKGROUPS, DEPARTMENTS, AUTHORITIES, CENTERS, SERVICES, CONSULTANTS, AGENTS, OR MEMBERS OF THE KENOSHA COUNTY BOARD OF SUPERVISORS, FROM USING THEIR PUBLIC POSITIONS FOR PURPOSES THAT ARE, OR GIVE THE APPEARANCE OF BEING, MOTIVATED BY A DESIRE FOR PRIVATE GAIN FOR THEMSELVES OR OTHERS WITH WHOM THEY HAVE FAMILY, BUSINESS, OR OTHER TIES. [SEE WIS. STAT. SEC. 946.12]</p> <p>IT IS ACKNOWLEDGED THAT IT IS A CRIME UNDER SEC. 946.13 WIS. STATS., IF ANY PUBLIC OFFICIAL OR EMPLOYEE SHALL, IN HIS OR HER PRIVATE CAPACITY, NEGOTIATE OR BID FOR OR ENTER INTO A CONTRACT IN WHICH HE OR SHE HAS A PRIVATE PECUNIARY INTEREST, DIRECT OR INDIRECT, IF AT THE SAME TIME HE OR SHE IS AUTHORIZED OR REQUIRED BY LAW TO PARTICIPATE IN HIS OR HER CAPACITY AS SUCH OFFICER OR EMPLOYEE IN THE MAKING OF THAT CONTRACT OR TO PERFORM IN REGARD TO THAT CONTRACT SOME OFFICIAL FUNCTION REQUIRING THE EXERCISE OF DISCRETION ON HIS OR HER PART; FURTHERMORE, NO OFFICIAL OR EMPLOYEE, IN HIS OFFICIAL CAPACITY, SHALL PARTICIPATE IN THE MAKING OF A CONTRACT IN WHICH HE OR SHE HAS A PRIVATE PECUNIARY INTEREST, DIRECT OR INDIRECT, OR PERFORM IN REGARD TO THAT CONTRACT SOME FUNCTION REQUIRING THE EXERCISE OF DISCRETION ON HIS OR HER PART.</p> <p>IN THE EVENT WIS. STAT, SECS. 946.12 AND 946.13 ARE VIOLATED, IT IS UNDERSTOOD THAT THIS CONTRACT MAY BE VOIDED AT THE DISCRETION OF KENOSHA COUNTY. FURTHERMORE, KENOSHA COUNTY MAY DEBAR ANY PARTY VIOLATING THESE STATUTES.</p>	REFER TO WISCONSIN STATUTE SEC. 946.12, AND TO SEC. 946.13 FOR THE COMPLETE STATUTORY LANGUAGE.

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.11-1	<u>GOOD FAITH AND FAIR DEALING</u>	THE PARTIES TO THIS AGREEMENT AGREE THAT THIS AGREEMENT IMPOSES ON THEM A DUTY OF GOOD FAITH AND FAIR DEALING.	
8.12-1	<u>NO IMPAIRMENT</u>	NEITHER PARTY SHALL ACT SO AS TO IMPAIR THE OBLIGATIONS OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF THE OTHER PARTY.	
8.13-1	<u>ASSURANCE AND DUTY TO FUND</u>	THE PARTIES AGREE TO EXECUTE, ACKNOWLEDGE AND DELIVER SUCH OTHER INSTRUMENTS AS REQUIRED OR AS REASONABLY MAY BE REQUIRED AND REQUESTED AND TO FUND ACCORDINGLY TO EFFECTUATE THE INTENT, TERMS AND CONDITIONS OF THIS AGREEMENT.	
8.14-1	<u>FORCE MAJEURE.</u>	<p>IN THE EVENT THAT ANY PARTY HERETO IS DELAYED OR HINDERED IN OR PREVENTED FROM THE PERFORMANCE OF ANY ACT REQUIRED UNDER THIS AGREEMENT BY REASON OF STRIKES, LOCK-OUTS, LABOR TROUBLES, INABILITY TO PROCURE MATERIALS, FAILURE OF POWER, GOVERNMENTAL MORATORIUM OR OTHER GOVERNMENTAL ACTION OR INACTION BY ANY GOVERNMENTAL ENTITY OTHER THAN THE PARTIES TO THIS AGREEMENT (INCLUDING FAILURE, REFUSAL OR DELAY IN ISSUING PERMITS, APPROVALS AND/OR AUTHORIZATIONS) INJUNCTION OR COURT ORDER, RIOTS, INSURRECTION, WAR, FIRE, EARTHQUAKE, FLOOD OR OTHER NATURAL DISASTER OR OTHER REASON OF A LIKE NATURE NOT THE FAULT OF THE PARTY DELAYING IN PERFORMING WORK OR DOING ACTS REQUIRED UNDER THIS AGREEMENT (BUT EXCLUDING DELAYS DUE TO FINANCIAL INABILITY), THEN PERFORMANCE OF SUCH ACT SHALL BE EXCUSED FOR THE PERIOD OF THE DELAY AND THE PERIOD FOR THE PERFORMANCE OF ANY SUCH ACT SHALL BE EXTENDED FOR A PERIOD EQUIVALENT TO THE PERIOD OF SUCH DELAY.</p> <p>THE PROVISIONS OF THIS SECTION MAY BE CONSTRUED TO EXCUSE OR DELAY ANY PAYMENT DUE UNDER THE TERMS OF THIS AGREEMENT.</p>	THIS CLAUSE ADDRESSES A DELAY IN TIME PERIODS FOR PERFORMANCE OF CONTRACT OBLIGATIONS DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF A PARTY. SEE CLAUSE 8.14-2 FOR FURTHER PROTOCOL OR PROCEDURES TO BE FOLLOWED.

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.14-2	<u>EMERGENCIES</u>	<p>IN THE EVENT OF AN EMERGENCY OR UNFORESEEN CONDITION BEYOND THE CONTROL OF A PARTY WHICH MAY RESULT IN A DELAY IN THE PERFORMANCE OF OBLIGATIONS REQUIRED UNDER THE TERMS OF THIS AGREEMENT, THE PARTY EXPERIENCING THE EMERGENCY OR UNFORESEEN CONDITION SHALL NOTIFY THE OTHER PARTY OR PARTIES OF THE DATE THAT THE EMERGENCY OCCURRED, THE NATURE OF THE EMERGENCY OR UNFORESEEN CONDITION, THE EXPECTED LENGTH OF DELAY, THE EFFORTS TAKEN TO MITIGATE COSTS AND DAMAGES AND THE AVAILABILITY OF INSURANCE TO COMPENSATE FOR DAMAGES DUE TO SUCH DELAY.</p>	<p>THIS SECTION SHOULD CONTEMPLATE WHAT COURSE OF ACTION IS TO BE TAKEN IN THE EVENT OF AN EMERGENCY AND WHICH WOULD NECESSITATE A DIVERGENCE FROM ANY PROCEDURE OR PROTOCOL REQUIRED BY THE AGREEMENT. THIS SHOULD ENTAIL SOME FORM OF NOTICE AND EFFORTS TO MITIGATE COSTS AND DAMAGES .</p> <p>EMERGENCIES COULD ARISE AS A RESULT OF A FORCE MAJEURE [SEE CLAUSE 8.14-1] OR SOME UNFORSEEN CONDITIONS SUCH AS SOIL CONDITIONS AT A CONSTRUCTION SITE.</p>
8.15-1	<u>NON-WAIVER</u>	<p>A FAILURE TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT OPERATE AS A WAIVER OF ANY FUTURE BREACH OF THE SAME OR ANY OTHER PROVISION.</p>	
8.16-1	<u>EXPENSES</u>	<p>EACH PARTY AGREES TO BEAR ALL THE EXPENSES IT INCURS IN CONNECTION WITH THE CONTRACT AND THE TRANSACTIONS THAT ARE CONTEMPLATED EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.</p>	
8.17-1	<u>REIMBURSEMENT OF COSTS</u>	<p>PROVIDER SHALL, ON DEMAND, REIMBURSE KENOSHA COUNTY FOR ALL REASONABLE COSTS AND EXPENSES OF ANY TYPE THAT KENOSHA COUNTY INCURS IN CONNECTION WITH THIS AGREEMENT (INCLUDING PERFORMANCE AND ENFORCEMENT OF ITS PROVISIONS, ALSO ANY ENGINEERING, LEGAL, COURT COSTS, ATTORNEY FEES AND COSTS OF LITIGATION AND OTHER CONSULTING FEES.</p>	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.18-1	<u>OWNERSHIP OF FINISHED PRODUCT</u>	ALL WORK-PRODUCTS DEVELOPED FOR KENOSHA COUNTY AND PAID FOR BY KENOSHA COUNTY UNDER THE TERMS OF THIS AGREEMENT SHALL BE THE SOLE PROPERTY OF KENOSHA COUNTY.	THIS CLAUSE IS INTENDED TO ADDRESS OWNERSHIP OF FINISHED PRODUCTS SUCH AS COMMISSIONED ARCHITECTURAL DRAWINGS AND COMPUTER PROGRAMS SO AS TO AVOID FUTURE CLAIMS OF COPYRIGHT OR PATENT INFRINGEMENT SHOULD THE COUNTY WISH TO SUE FOR THE UNAUTHORIZED USE OF SUCH PRODUCT OR SELL SUCH FINISHED PRODUCT.
8.19-1	<u>ERRORS IN MATH</u>	ANY ERRORS IN MATHEMATICS SHALL BE INTERPRETED TO REFLECT THE TRUE INTENT OF THE PARTIES.	SEE THE CORPORATION COUNSEL OFFICE REGARDING "MISTAKES IN CONTRACTING."
8.20-1	<u>CHANGE ORDERS</u>	CHANGE ORDERS IN EXCESS OF 15% OF A CONTRACTED PRICE [CUMULATIVE] SHALL BE PRE-APPROVED BY THE COUNTY BOARD IN THOSE CASES WHERE SUCH ADDITIONAL COSTS EXCEED BUDGETED AMOUNTS.	
8.21-1	<u>ACCESS TO RECORDS, DISCOVERY AND INSPECTION</u>	THE PROVIDER SHALL UPON 48 HOURS NOTICE GRANT THE COUNTY ACCESS TO ALL RECORDS AND DOCUMENTS IN THEIR [HIS OR HER] POSSESSION OR CUSTODY OR CONTROL WHICH PERTAIN TO ANY PROVISION OF THIS AGREEMENT.	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.22-1	<u>ACCESS AND AUDIT – REQUIRED</u>	<p>IT IS AGREED THAT FOR ACCOUNTING AND AUDITING PURPOSES, THE FISCAL YEAR SHALL BE A CALENDAR YEAR. PRIOR TO THE CLOSE OF EACH CALENDAR YEAR AND AT THE OPTION OF KENOSHA COUNTY, THE PROVIDER SHALL AT THEIR EXPENSE ENGAGE A FIRM OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS (“CPA FIRM”) ACCEPTABLE TO KENOSHA COUNTY TO AUDIT THEIR BOOKS AND RECORDS AS THEY MAY PERTAIN TO THIS AGREEMENT.</p> <p><u>OPTIONAL CLAUSES</u></p> <p>THE PROVIDER SHALL PROVIDE AN AUDIT THAT RELATES TO:</p> <ol style="list-style-type: none"> 1 2 <p>THE COMPLETED AUDIT SHALL INCLUDE SEPARATE CALCULATIONS OF:</p> <ol style="list-style-type: none"> 1 2 <p>THE AUDIT SHALL BE CONDUCTED IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AUDITING GUIDE.</p> <p>\</p> <p>THE AUDIT CONTEMPLATED UNDER THIS SECTION SHALL BE COMPLETED WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE CLOSE OF A CALENDAR YEAR. WITHIN THIRTY (30) DAYS OF THE COMPLETION OF THE AUDIT, PROVIDER SHALL FORWARD COPIES OF THE AUDIT AND ANY OPINIONS AND/OR VERIFICATIONS/CERTIFICATIONS OF THE CPA FIRM DESCRIBED HEREIN TO THE COUNTY. IN THE EVENT THAT SUCH AUDIT AND SUCH OPINIONS AND/OR VERIFICATIONS/CERTIFICATIONS DESCRIBED HEREIN ARE NOT SUBMITTED TO THE COUNTY WITHIN ONE HUNDRED EIGHTY (180) DAYS OF THE CLOSE OF A CALENDAR YEAR, THE COUNTY MAY, AT THE EXPENSE OF THE PROVIDER, PERFORM THE AUDIT. IN THE EVENT THAT SUCH AUDIT IS INITIATED, THE PROVIDER SHALL FULLY COOPERATE, INCLUDING PROVIDING ACCESS TO ALL PERTINENT BOOKS AND RECORDS TO THE CPA FIRM RETAINED BY THE COUNTY.</p> <p><i>[IF THE AUDIT SHOWS THAT THE PRIOR QUARTERLY PAYMENTS TO THE COUNTY UNDER THIS AGREEMENT WERE LESS THAN THE QUARTERLY PAYMENTS THAT SHOULD HAVE BEEN PAID TO THE COUNTY UNDER THE AUDIT THE PROVIDER SHALL, WITHIN 60 DAYS AFTER RECEIPT OF THE AUDIT, MAKE A SEPARATE PAYMENT TO THE COUNTY OF THE DIFFERENCE BETWEEN SUCH AMOUNTS. IF THE AUDIT SHOWS THAT THE PROVIDER PAID MORE IN PRIOR QUARTERLY PAYMENTS UNDER THIS AGREEMENT THAN THE AMOUNT REFLECTED IN THE AUDIT, THE PROVIDER SHALL PROVIDE AN INVOICE SHOWING THE DIFFERENCE BETWEEN SUCH AMOUNTS TO THE COUNTY FOR PAYMENT BY THE COUNTY.]</i></p>	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.23-1	<u>SECURITY AND CONFIDENTIALITY OF DATA</u>	<p>AT SUCH TIME AS THIS AGREEMENT IS TERMINATED [AND/OR LEASED EQUIPMENT REMOVED OR REPLACED], THE PROVIDER, AT THE COUNTY'S OPTION, AGREES TO PERMANENTLY ERASE OR REMOVE AND TRANSFER TO THE COUNTY ANY HARD DRIVE OR OTHER DEVICE WHERE DATA THAT IS PRINTED, COPIED, SCANNED OR FAXED IS STORED UNENCRYPTED OR IN ANY FORMAT THAT COULD BE RETRIEVED. PRIOR TO REMOVING SAID EQUIPMENT, THE PROVIDER SHALL SIGN A WRITTEN CERTIFICATION OF REMOVAL GUARANTEEING SUCH REMOVAL AND INDEMNIFYING AND HOLDING THE COUNTY HARMLESS FOR ANY CLAIMS, DAMAGES, INJURIES, ATTORNEY FEES, AND COSTS RESULTING FROM RETRIEVAL OF ANY SUCH DATA.</p>	<p>THIS CLAUSE WOULD BE USED IN ANY CONTRACT WHERE COUNTY EQUIPMENT CAPABLE OF STORING DATA ON A HARD DRIVE IS BEING REMOVED FROM COUNTY CUSTODY [EG, COUNTY COPY MACHINES, FAXES AND PRINTERS]. IN ORDER TO INSURE COMPLIANCE WITH THE OPEN RECORDS LAW, THERE SHOULD BE CONSULTATION WITH THE CORPORATION COUNSEL'S OFFICE.</p>
8.24-1	<u>INCORPORATION OF REQUEST FOR PROPOSALS AND BIDS - ENTIRE AGREEMENT AND NO RELIANCE ON REPRESENTATIONS</u>	<p>REPRESENTATIONS MADE IN RESPONSE TO A COUNTY REQUEST FOR PROPOSALS OR BIDS AND ATTACHED HERETO ARE INCORPORATED HEREIN AS IF FULLY SET FORTH. EXCEPT AS MAY OTHERWISE BE NOTED OR PROVIDED FOR HEREIN, THIS AGREEMENT REPRESENTS THE ENTIRE INTEGRATED AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PAST AGREEMENTS AND ALL NEGOTIATIONS, REPRESENTATIONS, PROMISES OR AGREEMENTS, EITHER WRITTEN OR ORAL, MADE DURING THE COURSE OF NEGOTIATIONS LEADING TO THIS AGREEMENT.</p>	<p>THIS CLAUSE SHOULD BE CAREFULLY CONSIDERED IF REPRESENTATION AS TO QUALITY OR PERFORMANCE STANDARDS ARE MADE DURING NEGOTIATIONS OR AS PART OF A BID OR REQUEST FOR PROPOSALS.</p> <p>READ IN CONJUNCTION WITH CLAUSE 1-03-1.</p>
8.25-1	<u>AMBIGUITIES AND INTERPRETATIONS; CONFLICT IN LANGUAGE</u>	<p>ANY PROVISIONS, CLAUSE OR WORD CONTAINED IN THIS AGREEMENT THAT IS SUBJECT TO MORE THAN ONE REASONABLE INTERPRETATION AS TO THE INTENT OF THE PARTIES MAY BE CONSIDERED AMBIGUOUS. IN THE CASE OF SUCH AN AMBIGUITY RESORT MAY BE MADE TO RECOGNIZED RULES OF CONTRACT INTERPRETATION TO DETERMINE THE INTENT OF THE PARTIES. IF ANY PROVISIONS OF THIS AGREEMENT ARE IN CONFLICT, THE PARTIES SHALL MEET TO RESOLVE THE CONFLICT.</p>	
8.26-1	<u>WARRANTIES</u>	<p>WARRANTIES PERTAINING TO THIS AGREEMENT ARE ATTACHED HERETO AS AN EXHIBIT AND INCORPORATED HEREIN AS IF FULLY SET FORTH</p>	<p>SEE THE CORPORATION COUNSEL'S OFFICE REGARDING "WARRANTY" LANGUAGE.</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.27-1	<u>AMENDMENT AND MODIFICATION OF THIS AGREEMENT</u>	THE PARTIES MAY, ONLY SUBJECT TO THE APPROVAL OF THEIR RESPECTIVE BOARDS OR AUTHORIZED AGENTS, AGREE TO A WRITTEN MODIFICATION OF THIS AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN.	MODIFICATION AND CHANGE ORDERS – CAN BE A LOOPHOLE THAT CAN SIGNIFICANTLY INCREASE THE COST OF THE CONTRACT BEYOND BUDGETED AMOUNTS. IN CONSTRUCTION CONTRACTS CONTINGENT AMOUNTS SHOULD BE MADE PART OF THE CONTRACT AS WELL AS AN INDIVIDUAL AND CUMULATIVE CAP ON CHANGE ORDERS.

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.28-1	<u>APPROVAL, SUCCESSORS AND ASSIGNS</u>	<p>THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR SUCCESSORS, APPROVED ASSIGNEES AND TRANSFEREES, VOLUNTARY OR INVOLUNTARY RECEIVERS AND TRUSTEES, OR ANY OTHER SUBSEQUENT OWNER OR OPERATOR OF THE PARTY CONTRACTING WITH THE COUNTY WHICH ACQUIRES ITS EQUITABLE OR LEGAL OWNERSHIP FROM OR THROUGH SAID PARTY.</p> <p>EXCEPT WITH RESPECT TO SUCCESSORS [IE., THE KENOSHA COUNTY BOARD OF SUPERVISORS AND THE [NAME OF PARTY] BOARD OF DIRECTORS], NEITHER THIS AGREEMENT, NOR ANY OF THE RIGHTS OR INTERESTS OF THE PARTIES HERETO, [INCLUDING TITLE TO _____], MAY BE SOLD, LEASED, ASSIGNED, TRANSFERRED OR OTHERWISE CONVEYED IN ANY MANNER [INCLUDING INTERNALLY OR EXTERNALLY] TO ANY PERSON, ENTITY OR CORPORATION WITHOUT THE PRIOR WRITTEN CONSENT OF THE COUNTY.</p> <p>ANY SUBSEQUENT ACQUISITION, PURCHASE OR TRANSFER SHALL REQUIRE THE TRANSFEREE TO ADOPT THE COMPLETE RESPONSIBILITY FOR COMPLIANCE WITH AND CARRYING OUT ALL THE REQUIREMENTS OF THIS AGREEMENT. ANY TRANSFER OF THE _____ SHALL NOT RELIEVE THE [NAME OF PARTY] OF RESPONSIBILITIES UNLESS SUCH RELEASE IS GRANTED BY THE COUNTY.</p> <p>OR</p> <p>A LEGALLY RECOGNIZED SUCCESSOR IN INTEREST TO THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, A COURT APPOINTED GUARDIAN, PERSONAL REPRESENTATIVE, RECEIVER OR TRUSTEE, OR A LESSOR APPROVED ASSIGNEE OR SUCCESSOR SHALL BE SUBJECT AND BOUND TO THE SAME TERMS OF THE AGREEMENT AS THE SUCCESSOR'S PREDECESSOR, [IT BEING THE INTENT OF</p>	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.29-1	<u>NO 3RD PARTY BENEFICIARY</u>	THIS AGREEMENT IS PERSONAL TO THE PARTIES TO THIS AGREEMENT AND IS NOT INTENDED FOR THE BENEFIT OF ANY OTHER PARTY.	
8.30-1	<u>JOINT DRAFT</u>	THIS AGREEMENT HAS BEEN THE SUBJECT OF MUTUAL NEGOTIATIONS BETWEEN THE PARTIES AND THEIR RESPECTIVE COUNSEL. THIS AGREEMENT HAS BEEN AND SHALL BE CONSTRUED TO HAVE BEEN JOINTLY DRAFTED BY THE PARTIES IN ORDER TO PRECLUDE THE APPLICATION OF ANY RULE OF CONSTRUCTION AGAINST A PARTY'S INTEREST AS THE SOLE DRAFTER OF THIS AGREEMENT.	
8.31-1	<u>SEVERABILITY</u>	IF ANY COURT OF COMPETENT JURISDICTION DETERMINES THAT ANY PROVISION OF THIS AGREEMENT IS INVALID OR UNENFORCEABLE, THEN SUCH INVALIDITY OR UNENFORCEABILITY SHALL HAVE NO EFFECT ON THE OTHER PROVISIONS HEREOF, WHICH SHALL REMAIN VALID, BINDING AND ENFORCEABLE AND IN FULL FORCE AND EFFECT. IN THE EVENT OF SUCH A DETERMINATION BY SUCH COURT, THE PARTIES SHALL PROMPTLY MEET TO DISCUSS HOW THEY MIGHT SATISFY THE TERMS OF THIS AGREEMENT BY ALTERNATIVE MEANS. THE PARTIES SHALL USE THEIR BEST EFFORTS TO FIND, DESIGN AND IMPLEMENT A MEANS OF SUCCESSFULLY EFFECTUATING THE TERMS OF THIS AGREEMENT. IF NECESSARY, THE PARTIES SHALL NEGOTIATE APPROPRIATE AMENDMENTS OF THIS AGREEMENT TO MAINTAIN, AS CLOSELY AS POSSIBLE, THE ORIGINAL TERMS, INTENT AND BALANCE OF BENEFITS, AND BURDENS OF THIS AGREEMENT. IN THE EVENT THE PARTIES ARE NOT ABLE TO REACH AGREEMENT IN SUCH SITUATION, THE DISPUTE RESOLUTION PROCEDURE AS SET FORTH IN THIS AGREEMENT SHALL APPLY.	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.32-1	<u>COMPLIANCE WITH PRE-CONDITIONS AND AUTHORIZATION TO EXECUTE</u>	<p>EACH PARTY REPRESENTS AND WARRANT THAT EACH HAS PERFORMED ALL ACTS PRECEDENT TO ADOPTION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, MATTERS OF PROCEDURE AND NOTICE, AND EACH HAS THE FULL POWER AND AUTHORITY TO EXECUTE THIS AGREEMENT AND TO PERFORM ITS OBLIGATIONS IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF, AND THAT THE REPRESENTATIVE EXECUTING THIS AGREEMENT ON BEHALF OF SUCH PARTY IS DULY AND FULLY AUTHORIZED TO SO EXECUTE AND DELIVER THIS AGREEMENT.</p> <p><i>[NAME OF PARTY]</i> HAS AUTHORIZED ITS OFFICERS TO EXECUTE THIS AGREEMENT BY THE ADOPTION OF RESOLUTION NO. _____ DATED _____, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT " ".</p> <p>THE BOARD OF SUPERVISORS OF KENSOHA COUNTY HAS APPROVED THIS AGREEMENT BY RESOLUTION _____ AT A DULY NOTICED MEETING OF THE BOARD OF SUPERVISORS HELD ON _____, AND A CERTIFIED COPY OF THE PROCEEDINGS OF THE BOARD OF SUPERVISORS IS ATTACHED AS EXHIBIT " ". OR IN THE ALTERNATIVE THROUGH ITS ANNUAL BUDGET PROCESS AND IN ACCORDANCE WITH BOARD POLICY.</p>	
8.33-1	<u>SEPARATE COUNTERPARTS EXECUTION</u>	THIS AGREEMENT MAY BE EXECUTED IN SEPARATE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND MAY BE EXECUTED BY FACSIMILE WITH ORIGINAL SIGNATURE PAGES TO BE PROVIDED TO THE OTHER PARTY WITHIN THREE (3) BUSINESS DAYS.	
8.34-1	<u>GENDER</u>	EXCEPT AS MAY OTHERWISE BE PROVIDED, THE USE OF THE MASCULINE REFERENCE IS INTENDED TO INCLUDE THE FEMININE AND THE USE OF THE SINGULAR IS INTENDED TO INCLUDE THE PLURAL.	
8.35-1	<u>HEADINGS</u>	SECTION HEADINGS AND TITLES ARE INTENDED ONLY AS AIDES.	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.36-1	<u>DEED RESTRICTION [COVENANTS] AND FILING WITH THE REGISTER OF DEEDS</u>	UPON EXECUTION, THIS [AGREEMENT] [DEED] WILL BE FILED WITH THE OFFICE OF THE KENOSHA COUNTY REGISTER OF DEEDS AND EXCEPT AS MAY BE PROVIDED FOR HEREIN SHALL RUN WITH THE LAND AND ACT AS A RESTRICTION ON THE USE OF THE LAND INCORPORATED WITHIN THE PROJECT BOUNDARIES AS DESCRIBED HEREIN AND SPECIFICALLY BINDING [NAME OF PARTY] AS THE OWNER OF THE PROPERTY, THEIR ADMINISTRATORS AND ASSIGNS, TO COMPLY WITH ALL OF THE CONDITIONS OF THIS AGREEMENT.	SEE ALTERNATIVE LANGUAGE IN CLAUSE 8.36-2
8.36-1.1	SUB-LETTING AND ASSIGNMENT	LEASED PREMISES MAY NOT BE SUB-LET OR ASSIGNED WITHOUT THE WRITTEN PERMISSION OF THE LESSOR.	
8.36-2	<u>RECORDING OF LEASE AGREEMENT / MEMORANDUM OF AGREEMENT</u>	THE PARTIES HEREBY AGREE TO EXECUTE AND RECORD THIS AGREEMENT OR A SHORT FORM MEMORANDUM OF THIS AGREEMENT WITH THE COUNTY REGISTER OF DEEDS OFFICE IN RECORDABLE FORM OUTLINING THE BASIC PROVISIONS OF THIS AGREEMENT RELATING TO THE INITIAL TERM, RENEWAL OPTIONS AND ACCESS RIGHTS AND SUCH OTHER BASIC TERMS MUTUALLY AGREED UPON BY THE PARTIES.	THIS CLAUSE PERTAINS TO THOSE AGREEMENTS PERTAINING TO LAND OR UNIFORM COMMERCIAL CODE TRANSACTIONS. THIS CLAUSE IS AN ALTERNATIVE TO CLAUSE 8.36-1

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.37-1	<u>AUTHORIZED AGENTS</u>	<p>THE AUTHORIZED AGENTS OF THE PARTIES ARE NOTED IN THE ATTACHED EXHIBIT WHICH IS INCORPORATED HEREIN AS IF FULLY SET FORTH. THE PARTIES SHALL KEEP THIS LIST CURRENT DURING ALL PERTINENT TIMES OF THE AGREEMENT AND EACH PARTY SHALL NOTIFY THE OTHER IN ACCORDANCE WITH THE "NOTICE" PROVISIONS OF THIS AGREEMENT WITHIN FIVE BUSINESS DAYS OF ANY CHANGE IN NAMES, ADDRESSES, AND TELEPHONE NUMBERS.</p> <p>OR</p> <p>KENOSHA COUNTY'S AUTHORIZED AGENT WITH RESPECT TO THE ADMINISTRATION OF THIS AGREEMENT IS:</p> <p>NAME ADDRESS PHONE/FAX</p> <p>[NAME OF PARTY] 'S AUTHORIZED AGENT WITH RESPECT TO THE ADMINISTRATION OF THIS AGREEMENT IS:</p> <p>NAME ADDRESS PHONE/FAX</p>	CONSIDERATION SHOULD BE GIVEN TO NAMING A POSITION AS WELL AS AN INDIVIDUAL SPECIFICALLY RESPONSIBLE FOR ADMINISTERING THE AGREEMENT.

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.38-1	<u>NOTICE</u>	<p>ANY NOTICE REQUIRED TO BE GIVEN TO A PARTY UNDER THE TERMS OF THIS AGREEMENT SHALL BE GIVEN IN WRITING TO ITS AUTHORIZED AGENT AS SET FORTH IN SECTION 8.37-1 AND TO THE FOLLOWING:</p> <p>1 THE KENOSHA COUNTY EXECUTIVE KENOSHA COUNTY ADMINISTRATION BUILDING, 1010 - 56TH STREET, KENOSHA, WISCONSIN FAX 262-653-2817</p> <p>2</p> <p>IN ADDITION, ALL NOTICES PERTAINING TO MATTERS INVOLVING CLAIMS, DISPUTE RESOLUTION, LITIGATION OR LEGAL PROCESS, SHALL BE COPIED TO</p> <p>THE CORPORATION COUNSEL'S OFFICE 1010 - 56TH STREET KENOSHA, WISCONSIN 53140 Fax [262] 653-6684</p> <p>NOTICE SHALL BE GIVEN IN WRITING, SENT BY EITHER PERSONAL DELIVERY, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR OVERNIGHT MAIL. OR FAXED AND SHALL REFERENCE ANY PERTINENT TIME PERIOD REQUIRED BY THE AGREEMENT.</p> <p>IF SENT VIA PERSONAL DELIVERY, THE NOTICE SHALL BE EFFECTIVE ON THE DATE OF DELIVERY. IF SENT BY CERTIFIED MAIL, THE NOTICE SHALL BE DEEMED EFFECTIVE FIVE (5) DAYS AFTER SUCH MAILING, NOT COUNTING THE DAY SUCH NOTICE WAS SENT. IF SENT BY OVERNIGHT MAIL, THE NOTICE SHALL BE EFFECTIVE ON THE DATE OF DELIVERY. IF SEND BY FAX, NOTICE SHALL BE EFFECTIVE AT NOON ON THE FIRST BUSINESS AFTER THE FAX WAS SENT.</p>	<p>THIS CLAUSE IS INTENDED TO IDENTIFY ALL INDIVIDUALS, INCLUDING AUTHORIZED AGENTS, ATTORNEYS AND OTHER OFFICIALS TO WHOME THE NOTICE IS TO BE SENT, AND THE LOCATION THE NOTICE IS TO BE SENT. NOTICES INCLUDE COMMUNICATIONS, DEMANDS AND SERVICE OF LEGAL PROCESS. THE FORM OF NOTICE, [EG., ACTUAL WRITTEN NOTICE, FACSIMILE TRANSMISSION TO A DESIGNATED NUMBER, MAILING VIA U.S. POSTAL SERVICE BY CERTIFIED MAIL OR RETURN RECEIPT REQUESTED TO A DESIGNATED ADDRESS WITH ANY CHANGE IN FAX NUMBER OR ADDRESS TO BE BY NOTICE] IS TO BE IN CONFORMITY WITH THIS PROVISION.</p> <p>THIS SECTION SHOULD ALSO INDICATE THAT IF NOTICE UNDER THE TERMS OF THE AGREEMENT IS TO BE GIVEN BY A CERTAIN TIME, SUCH TIME PERIOD SHOULD BE NOTED IN THE NOTICE. [NOTE: MIDNIGHT ON A DAY OR DATE CERTAIN CAN BE AMBIGUOUS AND MIDNIGHT ON MONDAY DEC. 31 CAN BE INTERPRETED TO MEAN THE MIDNIGHT BETWEEN SUN AND MON OR THE MIDNIGHT BETWEEN MON AND TUES; THE TERM "MIDNIGHT" SHOULD BE AVOIDED.]</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
8.38-2	<u>NOTICES [ALTERNATIVE LANGUAGE]</u>	<p>ALL NOTICES REQUIRED BY THE TERMS OF THIS AGREEMENT MUST BE IN WRITING AND SHALL BE VALIDLY GIVEN IF SENT VIA CERTIFIED U.S. MAIL/RETURN RECEIPT REQUESTED, ADDRESSED AS FOLLOWS (OR ANY OTHER ADDRESS THAT THE PARTY TO BE NOTIFIED MAY HAVE DESIGNATED TO THE SENDER BY LIKE NOTICE):</p> <p>TO: KENOSHA COUNTY EXECUTIVE WITH A COPY TO: COUNTY BOARD CHAIRMAN</p> <p>1010 - 56TH STREET KENOSHA, WISCONSIN 53140</p> <p>WITH A COPY TO THE KENOSHA COUNTY CORPORATION COUNSEL'S OFFICE LOCATED AT:</p> <p>TO :</p> <p>WITH A COPY TO: LEGAL AFFAIRS DIVISION</p>	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
EXECUTION PAGE	<u>SIGNATORY PAGE AND NOTARIZATION FOR KENOSHA COUNTY</u>	<p>KENOSHA COUNTY, WISCONSIN</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>STATE OF WISCONSIN} } COUNTY OF KENOSHA}</p> <p>THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED SAID INSTRUMENT PURSUANT TO AUTHORITY DULY GIVEN, AS HIS/HER FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID MUNICIPAL CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.</p> <p>GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.</p> <p>_____ MY COMMISSION EXPIRES ON _____ [IS PERMANENT]</p> <p>_____ NOTARY PUBLIC</p> <p>(SEAL)</p>	<p>EXECUTION OF THE AGREEMENT ON BEHALF OF KENOSHA COUNTY MUST BE IN COMPLIANCE WITH COUNTY POLICY.</p> <p>IN SOME INSTANCES BOTH THE COUNTY EXECUTIVE AND THE COUNTY CLERK MAY BE REQUIRED TO SIGN THE AGREEMENT.</p>

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
EXECUTION PAGE	SIGNATORY PAGE AND NOTARIZATION FOR PARTY	<p>[NAME OF PARTY] _____ _____</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>STATE OF WISCONSIN } } } COUNTY OF [KENOSHA] }</p> <p>THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED SAID INSTRUMENT PURSUANT TO AUTHORITY DULY GIVEN, AS HIS/HER FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTY, FOR THE USES AND PURPOSES THEREIN SET FORTH.</p> <p>GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.</p> <p>MY COMMISSION EXPIRES ON _____ [IS PERMANENT]. _____.</p> <p>NOTARY PUBLIC _____</p> <p>(SEAL)</p>	

SECTION NUMBER	HEADING	SAMPLE CONTRACT LANGUAGE	COMMENTS
EXHIBITS	<u>EXHIBITS</u>		EACH EXHIBIT SHOULD BE TITLED, DATED AND CROSS-REFERENCED TO THE AGREEMENT

CONTRACT ADMINISTRATION WORK SHEET

[TITLE OF AGREEMENT AND DATE]

CONTRACT SECTION No.			
	1ST PARTY		
	AUTHORIZED AGENT:		
	ADDRESS:		
	PHONE:	FAX:	
	2ND PARTY		
	AUTHORIZED AGENT:		
	ADDRESS:		
	PHONE:	FAX:	
	DATES		
	COMMENCEMENT		
	COMPLETION (SUBSTANTIAL)		
	COMPLETION		

	RENEWAL OPTIONS NOTICE					
	REVIEW DATES					
	GROUNDS FOR TERMINATION FOR CAUSE	OPPORTUNITY TO CURE	YES	W/IN _____ DAYS	NOTICE GIVEN ON	
			NO			
	TERMINATION WITHOUT CAUSE	_____ DAYS NOTICE REQUIRED	DATE NOTICE GIVEN			
	CONSIDERATION					
	DATE PAID / RECEIVED					
	INSPECTION					
	INVENTORY					
	ADEQUATE FUNDING, BUDGET AUTHORIZATION					
	MATHEMATICAL CALCULATIONS					
	LOCAL PREVAILING WAGE RATE COMPLIANCE IN PUBLIC WORK CONTRACTS					
	DATE PAID					

	SPECIAL CONTINGENCIES AND DATES			
	SPECIAL FEDERAL AND STATE REQUIREMENTS			
	INSURANCE	TYPE	AMOUNT	CERTIFICATE FILED
	DETERMINATION OF INSURANCE LEVEL	LIABILITY		
		PROPERTY		

		BUILDER'S RISK		
		AUTO		
		WORKER'S COMP		
		UNEMPLOY. COMP		
		BOILER		
		MALPRACTICE OCCURRENCE		
		CLAIMS MADE		
		ENVIRONMENTAL		
		UMBRELLA		
		GAP/TAIL END		
	BOND / LETTER OF CREDIT	DATE	AMOUNT \$	
	AUDITS AND INSPECTION NECESSITY			
	DISPUTE RESOLUTION DEADLINES AND AVAILABLE REMEDIES			

	RECORDING AND FILING [REGISTER OF DEEDS, COUNTY CLERK, CORPORATION COUNSEL]		
	STATUTORY COMPLIANCE [ETHICS CODE, OPEN MEETING AND PUBLIC RECORDS LAWS, LEGAL REVIEW, COUNTY PURCHASING AND BIDDING ORDINANCE AND POLICES]		
	WARRANTY TIME LINES – EXPRESS AND /OR IMPLIED		
	NOTICE DEADLINES		
	REQUIRED APPROVALS AND EXECUTION / NOTARIZATION		
	RETENTION AND CENTRAL FILING AND DESTRUCTION DATES [MONITORING OF STAT OF LIMITATIONS AND REPOSE DATES]		

	CONT. SEC #	NAME	PHONE / FAX	ADDRESS
LESSOR				
LESSEE				
AUTHORIZED AGENT				
TERM		BEGINNING _____ ENDING _____		
RENEWAL OPTIONS		NOTICE OF INTENT TO RENEW BY _____		
PAYMENT FWD:				
PAYMENT AMT:		[SEE ATTACHED EXHIBIT SCHEDULE " "]		
SECURITY DEP:		\$		
UTILITY, TAX / MISC PAYMENTS				
CLAIM / LIEN WAIVERS				
MAINTENANC E / REPAIRS				

INSURANCE COVERAGE CERTIFICATE S			GEN LIAB	PROP	BUILDER RISK	AUTO	WORKER COMP	BOILER / MISC	UMBRELLA
		REQ. COVER-AGE							
		CERTIFI-CATE RECEIV-ED							
SUBROGATIO N WAIVER									
ADD'AL INSUREDS NAMED									
COST REIM- BURSE- MENTS									
NOTICE PROVISION			NAME			ADDRESS			
		LESSOR							
		LESSEE							
CONFIDENTIALIT Y ASSURANCES									

1 AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN

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8 [DATE]
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12 TABLE OF CONTENTS
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T HIS AGREEMENT IS ENTERED INTO BY AND BETWEEN KENOSHA COUNTY, WISCONSIN, A QUASI MUNICIPAL CORPORATION
W CREATED PURSUANT TO WISCONSIN STATUTES § 2.01(30) AND AUTHORIZED TO ENTER INTO CONTRACTS PURSUANT TO
ISCONSIN STATUTES § 59.01 AND WITH ITS PRINCIPAL PLACE OF BUSINESS LOCATED AT 1010 - 56TH STREET, KENOSHA,
WISCONSIN 53140, HEREINAFTER REFERRED TO AS “COUNTY” AND [HERE NAME THE OTHER PARTY OR PARTIES, IDENTIFY THEIR LEGAL STATUS, EG., A
CORPORATION LICENSED TO DO BUSINESS IN WISCONSIN, THEIR LOCATION AND REFERENCED NAME IN THE AGREEMENT]

RECITALS

A SERIES OF “WHEREAS” CLAUSES THAT SETS FORTH THE INTENT AND REASONS FOR THE AGREEMENT AND ANY ASSUMPTIONS THAT ARE RELIED UPON
SUCH AS THE EXPERTISE OF A PARTY AND THE RELIANCE OF THE COUNTY ON SUCH EXPERTISE OR A CLAUSE THAT SETS FORTH THE ABILITY OF A PARTY TO
PROVIDE SERVICES OR THEIR REPRESENTATION TO THAT EFFECT AND OR AS TO A SET PERFORMANCE STANDARD. INCORPORATION BY REFERENCE AS IF
FULLY SET FORTH WITHIN THE AGREEMENT OF OTHER DOCUMENTS SUCH AS THE RETURN OF THE REQUEST FOR PROPOSALS OR BID DOCUMENTS.

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

1 **WHEREAS,**

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WITNESSETH: IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS AND OBLIGATIONS SET FORTH HEREIN AND
OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE
PARTIES AGREE AS FOLLOWS:

DEFINITIONS

WORDS IN A CONTRACT, UNLESS OTHERWISE SO SPECIFIED OR HAVE A TECHNICAL MEANING ARE GENERALLY GIVEN THEIR COMMON, ORDINARY,
DICTIONARY MEANING. HERE LIST AND DEFINE IN ALPHABETICAL ORDER THOSE WORDS WHICH HAVE A SPECIAL OR TECHNICAL MEANING.

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TERM OF THE AGREEMENT AND TERMINATION

TERM

EXCEPT AS MAY HEREINAFTER BE SET FORTH WITH RESPECT TO PROVISIONS WITHIN THIS AGREEMENT THAT MAY EXTEND BEYOND ITS TERM, THE TERM OF THIS AGREEMENT SHALL BE FROM _____ TO _____

TIME IS OF THE ESSENCE [STRIKE IF NOT APPLICABLE]

IN FULFILLING THE TERMS AND CONDITIONS OF THIS AGREEMENT, **TIME IS OF THE ESSENCE**. FAILURE TO MEET A TIME FRAME OR DEADLINE MAY RESULT IN VOIDANCE OF THE CONTRACT, GROUNDS FOR TERMINATION OR BREACH AND MAY TRIGGER PENALTIES OR DAMAGES

OPTION TO RENEW

THE _____ (NAME OF PARTY OR PARTIES) SHALL HAVE THE OPTION TO RENEW THIS AGREEMENT FOR AN ADDITIONAL TERM OF _____, ENDING AT 12:01AM ON _____ UNDER THE SAME TERMS AS THIS AGREEMENT OR ITS MODIFICATION OR REVISION, WITH THE EXCEPTION OF THIS SECTION AND AS HEREINAFTER PROVIDED.

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

THE EXERCISE OF THE OPTION TO RENEW IS SUBJECT, HOWEVER, TO THE FOLLOWING MODIFICATIONS IN CONSIDERATION AND MODIFICATION OF INSURANCE COVERAGE:

CONSIDERATION: _____

INSURANCE: _____

THIS PROVISION IS VIABLE ONLY IN THE EVENT THAT THE PARTY EXERCISING ITS OPTION TO RENEW HAS GIVEN THE OTHER PARTY WRITTEN NOTICE OF ITS INTENT TO EXERCISE THIS OPTION NO LATER THAN 12:01AM ON _____.

TERMINATION [CHOOSE 1 OR THE FOLLOWING 3 PROVISIONS]

TERMINATION FOR CAUSE

A PARTY BREACHING THE TERMS OF THIS AGREEMENT SHALL BE GIVEN _____ () DAYS WRITTEN NOTICE OF SUCH NONCOMPLIANCE. IF THE NONCOMPLIANT PARTY FAILS TO CORRECT SUCH NONCOMPLIANCE WITHIN THE STATED PERIOD THE OTHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME UPON GIVING THE NONCOMPLIANT PARTY AN ADDITIONAL _____ () DAYS PRIOR WRITTEN NOTICE OF THE INTENT TO TERMINATE.

IN THE EVENT OF SUCH TERMINATION THE NON-COMPLIANT PARTY SHALL BE RESPONSIBLE FOR ALL DAMAGES AND COSTS CAUSED BY SUCH NON-COMPLIANCE.

TERMINATION WITHOUT CAUSE

EITHER PARTY MAY TERMINATE THIS AGREEMENT WITHOUT CAUSE BY GIVING TO THE OTHER PARTY IN ACCORDANCE WITH THE "NOTICE" PROVISIONS OF THIS AGREEMENT _____ () DAYS NOTICE OF THE INTENT TO TERMINATE.

No TERMINATION – SPECIFIC PERFORMANCE

NO BREACH OR VIOLATION OF ANY OF THE TERMS OF THIS AGREEMENT BY EITHER PARTY SHALL OPERATE TO VOID OR TERMINATE OR PROVIDE GROUNDS FOR TERMINATION OF THIS AGREEMENT, IT BEING THE INTENT OF THE PARTIES THAT THE PROVISIONS OF THIS AGREEMENT SHALL BE SUBJECT TO SPECIFIC PERFORMANCE, AND INJUNCTIVE RELIEF SHALL BE PROVIDED TO CURE ANY BREACHES PROSPECTIVELY, AND THAT DAMAGES SHALL BE AWARDED TO REDRESS ANY HARM OCCASIONED BY A BREACH.

CONSIDERATION

CONSIDERATION

_____.

LATE PAYMENT

IN THE EVENT THAT A PARTY OBLIGATED TO MAKE ANY PAYMENT UNDER THE TERMS OF THIS AGREEMENT FAILS TO MAKE SUCH PAYMENTS AS REQUIRED HEREIN AND IN A TIMELY FASHION, THE DEFAULTING PARTY SHALL PAY THE PARTY TO WHOM THE PAYMENT IS OWED INTEREST AT THE RATE OF 1.5% PER MONTH COMPOUNDED ON ANY AMOUNT THAT IS DELINQUENT COMMENCING WITH THE DATE THE PAYMENT BECAME DELINQUENT.

OBLIGATIONS

OBLIGATIONS OF THE PARTIES

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1 **CONDITIONS**

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3 **CONTINGENCY CLAUSE**

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5 **EMERGENCIES**

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8 **RISK MANAGEMENT**

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11 **DISPUTE RESOLUTION**

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18 **GENERAL PROVISIONS**

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21 **LAWS OF WISCONSIN**

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23 **THIS AGREEMENT SHALL BE CONSTRUED, ENFORCED AND GOVERNED IN ALL RESPECTS, IN ACCORDANCE WITH THE LAWS AND STATUTES OF THE UNITED STATES**
24 **OF AMERICA AND THE STATE OF WISCONSIN AND AS THEY MAY BE AMENDED FROM TIME TO TIME.**

25
26 **ADVISE OF COUNSEL**

27
28 **BY EXECUTION OF THIS AGREEMENT EACH PARTY CERTIFIES THAT THEY HAVE HAD THE BENEFIT OF THE ADVISE OF LEGAL COUNSEL OR THE OPPORTUNITY TO**
29 **CONSULT WITH LEGAL COUNSEL PRIOR TO EXECUTION.**

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

CONSENT TO JURISDICTION AND SERVICE OF PROCESS

IN THE EVENT OF RESOLVING A DISPUTE ARISING FROM THIS AGREEMENT IN A COURT OF LAW OR EQUITY, EACH PARTY CONSENTS TO LITIGATE ANY CAUSE OF ACTION ARISING OUT OF THE EXECUTION OF THIS AGREEMENT, WHETHER IN CONTRACT OR TORT IN STATE CIRCUIT COURT IN AND FOR KENOSHA COUNTY AND ALL RELATED STATE APPELLATE COURTS, OR, WHEN SO REQUIRED, IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF WISCONSIN AND ALL RELATED FEDERAL APPELLATE COURTS. NO PARTY TO THIS AGREEMENT SHALL CONTEST JURISDICTION OR VENUE OF THE ABOVE-REFERENCED COURTS FOR ANY DISPUTE OR CLAIM ARISING UNDER THIS AGREEMENT.

IT IS AGREED THAT THE AUTHORIZED AGENTS LISTED HEREBY FOR EACH PARTY WILL ACCEPT SERVICE OF PROCESS AND THAT A COPY OF SUCH PROCESS SHALL BE PROVIDED TO EACH PARTY'S LEGAL COUNSEL AS NOTED HEREIN.

NO WAIVER OF MUNICIPAL OR STATUTORY IMMUNITY, RIGHT TO NOTICE OF CLAIM, LIABILITY LIMITS OR EXHAUSTION OF ADMINISTRATIVE REMEDIES.

NO PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED TO MEAN OR SUGGEST THAT KENOSHA COUNTY HAS WAIVED ANY IMMUNITY, NOTICE OF CLAIM, OR LIABILITY LIMIT PROVIDED OR ALLOWED FOR BY LAW NOR ANY DEFENSE, INCLUDING BUT NOT LIMITED TO EXHAUSTION OF REMEDIES.

COMPLIANCE – FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

IN FURTHERANCE OF THIS AGREEMENT, THE PARTIES AGREE TO COMPLY WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS AND STANDARDS AND ALL APPLICABLE LOCAL ORDINANCES AND REGULATIONS AS MAY BE REQUIRED FROM TIME TO TIME.

COMPLIANCE – ETHICS CODE, OPEN MEETING AND PUBLIC RECORDS LAWS

THE PARTIES ACKNOWLEDGE THAT KENOSHA COUNTY IS A MUNICIPAL CORPORATION LEGALLY BOUND TO COMPLY WITH THE WISCONSIN OPEN MEETINGS AND PUBLIC RECORDS LAW AND THAT AS SUCH, UNLESS OTHERWISE ALLOWED FOR BY LAW, ALL ASPECTS OF THIS AGREEMENT ARE SUBJECT TO OPEN DISCUSSION AND ARE A MATTER OF PUBLIC RECORD. IT IS FURTHERMORE AGREED TO THAT NO PARTY WILL TAKE ANY ACTION TO OBSTRUCT THE OPERATION OF THESE LAWS. IF RECORDS ARE CREATED OR MAINTAINED OR IN THE CUSTODY OF THE PROVIDER, AS AN INDEPENDENT CONTRACTOR, THEY, ALONG WITH THE RAW DATA USED TO CREATE THE RECORD, ARE, NEVERTHELESS, PUBLIC RECORDS THAT MUST BE MADE IMMEDIATELY AVAILABLE TO THE PUBLIC UPON REQUEST AND IN THE FORMAT IN WHICH THEY WERE CREATED. PROVIDER AGREES TO HOLD THE COUNTY HARMLESS AND TO INDEMNIFY THE COUNTY FOR ALL COSTS, FEES, INCLUDING ALL ATTORNEY FEES AND JUDGMENTS AND DAMAGES OF WHATEVER KIND FOR WHICH THE COUNTY MAY BE HELD LIABLE DUE TO THE PROVIDER'S FAILURE TO COMPLY

1 WITH THE WISCONSIN PUBLIC RECORDS AND OPEN MEETINGS LAWS, OR THIS AGREEMENT..

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4 IT IS FURTHER ACKNOWLEDGED THAT KENOSHA COUNTY OFFICIALS ARE BOUND BY EITHER OR BOTH THE STATE OF WISCONSIN ETHICS CODE AND/OR THE
5 KENOSHA COUNTY ETHICS POLICY. FURTHERMORE, IN THE EVENT THAT ANY PARTY OR ANY AGENT OF ANY PARTY ACTS IN CONCERT WITH A KENOSHA COUNTY
6 OFFICIAL, INCLUDING ELECTED OFFICIALS, OR COUNTY EMPLOYEE IN SUCH A MANNER AS TO VIOLATE ANY SUCH ETHICS PROVISION THIS AGREEMENT MAY, AT THE
7 OPTION OF KENOSHA COUNTY, BE DECLARED NULL AND VOID.

8
9 **COMPLIANCE - ANTI-TRUST**

10
11 THOSE PARTIES CONTRACTING WITH THE COUNTY CERTIFY THAT WITH RESPECT TO ALL ASPECTS OF THIS AGREEMENT THEY HAVE COMPLIED AND WILL COMPLY
12 WITH ALL FEDERAL AND STATE ANTI-TRUST AND RESTRAINT OF TRADE LAWS AND REGULATIONS. FURTHERMORE SAID PARTY AGREES TO DEFEND AND HOLD THE
13 COUNTY HARMLESS AGAINST ANY CLAIMS TO THE CONTRARY.

14
15 **COMPLIANCE - NON-DISCRIMINATION**

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17 _____ COMPLY
18 WITH ALL FEDERAL, STATE, AND LOCAL LAWS PRECLUDING DISCRIMINATION.

19
20 **CONFLICT OF INTEREST**

21
22 HE PROVIDER SHALL ENSURE THE ESTABLISHMENT OF WRITTEN POLICIES AND EMPLOYMENT RULES AND OTHER SAFEGUARDS TO PREVENT, AND SHALL PREVENT,
23 ITS EMPLOYEES, CONSULTANTS, OR AGENTS FROM ATTEMPTING TO INFLUENCE KENOSHA COUNTY OFFICIALS, EMPLOYEES, OR ITS VARIOUS COMMITTEES,
24 COMMISSIONS, WORKGROUPS, DEPARTMENTS, AUTHORITIES, CENTERS, SERVICES, CONSULTANTS, AGENTS, OR MEMBERS OF THE KENOSHA COUNTY BOARD OF
25 SUPERVISORS, FROM USING THEIR PUBLIC POSITIONS FOR PURPOSES THAT ARE, OR GIVE THE APPEARANCE OF BEING, MOTIVATED BY A DESIRE FOR PRIVATE GAIN
26 FOR THEMSELVES OR OTHERS WITH WHOM THEY HAVE FAMILY, BUSINESS, OR OTHER TIES. [SEE WIS. STAT. SEC. 946.12]

27
28 IT IS ACKNOWLEDGED THAT IT IS A CRIME UNDER SEC. 946.13 WIS. STATS., IF ANY PUBLIC OFFICIAL OR EMPLOYEE SHALL, IN HIS OR HER PRIVATE CAPACITY,
29 NEGOTIATE OR BID FOR OR ENTER INTO A CONTRACT IN WHICH HE OR SHE HAS A PRIVATE PECUNIARY INTEREST, DIRECT OR INDIRECT, IF AT THE SAME TIME HE OR
30 SHE IS AUTHORIZED OR REQUIRED BY LAW TO PARTICIPATE IN HIS OR HER CAPACITY AS SUCH OFFICER OR EMPLOYEE IN THE MAKING OF THAT CONTRACT OR TO
31 PERFORM IN REGARD TO THAT CONTRACT SOME OFFICIAL FUNCTION REQUIRING THE EXERCISE OF DISCRETION ON HIS OR HER PART, NOR SHALL ANY OFFICIAL OR
32 EMPLOYEE, IN HIS OFFICIAL CAPACITY, PARTICIPATE IN THE MAKING OF A CONTRACT IN WHICH HE OR SHE HAS A PRIVATE PECUNIARY INTEREST, DIRECT OR

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

INDIRECT, OR PERFORMS IN REGARD TO THAT CONTRACT SOME FUNCTION REQUIRING THE EXERCISE OF DISCRETION ON HIS OR HER PART.

... THE EVENT THAT CITY, COUNTY AND STATE AGENCIES, IT IS UNDERSTOOD THAT THIS CONTRACT MAY BE VOIDED AT THE DISCRETION OF KENOSHA COUNTY.

GOOD FAITH AND FAIR DEALING

THE PARTIES TO THIS AGREEMENT AGREE THAT THIS AGREEMENT IMPOSES ON THEM A DUTY OF GOOD FAITH AND FAIR DEALING.

NOTHING TO IMPAIR

NEITHER PARTY SHALL ACT SO AS TO IMPAIR THE OBLIGATIONS OF THIS AGREEMENT WITHOUT THE WRITTEN CONSENT OF THE OTHER PARTY.

ASSURANCE

THE PARTIES AGREE TO EXECUTE, ACKNOWLEDGE AND DELIVER SUCH OTHER INSTRUMENTS AS REQUIRED OR AS REASONABLY MAY BE REQUIRED AND REQUESTED TO EFFECTUATE THE INTENT, TERMS AND CONDITIONS OF THIS AGREEMENT.

FORCE MAJEURE

IN THE EVENT THAT ANY PARTY HERETO IS DELAYED OR HINDERED IN OR PREVENTED FROM THE PERFORMANCE OF ANY ACT REQUIRED UNDER THIS AGREEMENT BY REASON OF STRIKES, LOCK-OUTS, LABOR TROUBLES, INABILITY TO PROCURE MATERIALS, FAILURE OF POWER, GOVERNMENTAL MORATORIUM OR OTHER GOVERNMENTAL ACTION OR INACTION BY ANY GOVERNMENTAL ENTITY OTHER THAN THE PARTIES TO THIS AGREEMENT (INCLUDING FAILURE, REFUSAL OR DELAY IN ISSUING PERMITS, APPROVALS AND/OR AUTHORIZATIONS) INJUNCTION OR COURT ORDER, RIOTS, INSURRECTION, WAR, FIRE, EARTHQUAKE, FLOOD OR OTHER NATURAL DISASTER OR OTHER REASON OF A LIKE NATURE NOT THE FAULT OF THE PARTY DELAYING IN PERFORMING WORK OR DOING ACTS REQUIRED UNDER THIS AGREEMENT (BUT EXCLUDING DELAYS DUE TO FINANCIAL INABILITY), THEN PERFORMANCE OF SUCH ACT SHALL BE EXCUSED FOR THE PERIOD OF THE DELAY AND THE PERIOD FOR THE PERFORMANCE OF ANY SUCH ACT SHALL BE EXTENDED FOR A PERIOD EQUIVALENT TO THE PERIOD OF SUCH DELAY.

THE PROVISIONS OF THIS SECTION MAY BE CONSTRUED TO EXCUSE OR DELAY ANY PAYMENT DUE UNDER THE TERMS OF THIS AGREEMENT.

NON-WAIVER

A FAILURE TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT OPERATE AS A WAIVER OF ANY FUTURE BREACH OF THE SAME OR ANY OTHER PROVISION.

EXPENSES

EACH PARTY AGREES TO BEAR ALL THE EXPENSES IT INCURS IN CONNECTION WITH THE CONTRACT AND THE TRANSACTIONS THAT ARE CONTEMPLATED EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

REIMBURSEMENT OF COSTS

PROVIDER SHALL, ON DEMAND, REIMBURSE [NAME OF PARTY] FOR ALL REASONABLE COSTS AND EXPENSES OF ANY TYPE THAT KENOSHA COUNTY INCURS IN CONNECTION WITH THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE ENFORCEMENT OF ITS PROVISIONS, NECESSARY ENGINEERING, LEGAL, COURT COSTS, ATTORNEY FEES AND COSTS OF ENFORCEMENT AND OTHER CONSULTING FEES.

PROPERTY OF FINISHED PRODUCTS

ALL WORK PRODUCTS DEVELOPED FOR KENOSHA COUNTY AND THE PROPERTY OF KENOSHA COUNTY UNDER THE TERMS OF THIS AGREEMENT SHALL BE THE SOLE PROPERTY OF KENOSHA COUNTY.

ERRORS IN MATH

ANY ERRORS IN MATHEMATICS SHALL BE INTERPRETED TO REFLECT THE TRUE INTENT OF THE PARTIES.

CHANGE ORDERS

CHANGE ORDERS IN EXCESS OF 15% CUMULATIVE OF A CONTRACTED PRICE SHALL BE PRE-APPROVED BY THE COUNTY BOARD IN THOSE CASES WHERE SUCH ADDITIONAL COSTS EXCEED BUDGETED AMOUNTS.

ACCESS TO RECORDS, DISCOVERY AND INSPECTION

THE PROVIDER SHALL UPON 48 HOURS NOTICE GRANT THE COUNTY ACCESS TO ALL RECORDS AND DOCUMENTS IN THEIR [HIS OR HER] POSSESSION OR CUSTODY OR CONTROL WHICH PERTAIN TO ANY PROVISION OF THIS AGREEMENT.

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

_____ (YEAR
_____ ACCOUNTANTS ("CPA
FIRM") ACCEPTABLE TO KENOSHA COUNTY TO AUDIT THEIR BOOKS AND RECORDS AS THEY MAY PERTAIN TO THIS AGREEMENT.

THE AUDIT SHALL BE CONDUCTED IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

_____ IN

CALENDAR YEAR, THE COUNTY MAY, AT THE EXPENSE OF THE PROVIDER, PERFORM THE AUDIT. IN THE EVENT THAT SUCH AUDIT IS INITIATED, THE PROVIDER SHALL FULLY COOPERATE, INCLUDING PROVIDING ACCESS TO ALL PERTINENT BOOKS AND RECORDS TO THE CPA FIRM RETAINED BY THE COUNTY.

[IF THE AUDIT SHOWS THAT THE PRIOR QUARTERLY PAYMENTS TO THE COUNTY UNDER THIS AGREEMENT WERE LESS THAN THE QUARTERLY PAYMENTS THAT SHOULD HAVE BEEN PAID TO THE COUNTY UNDER THE AUDIT THE PROVIDER SHALL, WITHIN 60 DAYS AFTER RECEIPT OF THE AUDIT, MAKE A SEPARATE PAYMENT TO THE COUNTY OF THE DIFFERENCE BETWEEN SUCH AMOUNTS. IF THE AUDIT SHOWS THAT THE PROVIDER PAID MORE IN PRIOR QUARTERLY PAYMENTS UNDER THIS AGREEMENT THAN THE AMOUNT REFLECTED IN THE AUDIT, THE PROVIDER SHALL PROVIDE AN INVOICE SHOWING THE DIFFERENCE BETWEEN SUCH AMOUNTS TO THE COUNTY FOR PAYMENT BY THE COUNTY.]

SECURITY AND CONFIDENTIALITY OF DATA

AT SUCH TIME AS THIS AGREEMENT IS TERMINATED AND/OR LEASED EQUIPMENT REMOVED OR REPLACED, THE PROVIDER AGREES TO PERMANENTLY ERASE OR REMOVE ANY HARD DRIVE OR OTHER DEVICE WHERE DATA THAT IS PRINTED, COPIED, SCANNED OR FAXED IS STORED UNENCRYPTED OR IN ANY FORMAT THAT COULD BE RETRIEVED. PRIOR TO REMOVING SAID EQUIPMENT, THE PROVIDER SHALL SIGN A WRITTEN CERTIFICATION OF REMOVAL GUARANTEEING SUCH REMOVAL AND INDEMNIFYING AND HOLDING THE COUNTY HARMLESS FOR ANY CLAIMS, DAMAGES, INJURIES, ATTORNEY FEES, AND COSTS RESULTING FROM RETRIEVAL OF

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1 ANY SUCH DATA.

2
3 **INCORPORATIONS OF REQUESTS FOR PROPOSALS OR BIDS - ENTIRE AGREEMENT AND NO RELIANCE ON REPRESENTATIONS**

4
5 REPRESENTATIONS MADE IN RESPONSE TO A COUNTY REQUEST FOR PROPOSALS OR BIDS AND ATTACHED HERETO ARE INCORPORATED HEREIN AS IF FULLY SET
6 FORTH. EXCEPT AS MAY OTHERWISE BE NOTED OR PROVIDED FOR HEREIN, THIS AGREEMENT REPRESENTS THE ENTIRE INTEGRATED AGREEMENT BETWEEN THE
7 PARTIES AND SUPERSEDES ALL PAST AGREEMENTS AND ALL NEGOTIATIONS, REPRESENTATIONS, PROMISES OR AGREEMENTS, EITHER WRITTEN OR ORAL, MADE
8 DURING THE COURSE OF NEGOTIATIONS LEADING TO THIS AGREEMENT.

9
10 **AMBIGUITIES AND INTERPRETATIONS, CONFLICT IN LANGUAGE**

11
12 ANY PROVISION, CLAUSE OR WORD CONTAINED IN THIS AGREEMENT THAT IS SUBJECT TO MORE THAN ONE REASONABLE INTERPRETATION AS TO THE INTENT OF
13 THE PARTIES MAY BE CONSIDERED AMBIGUOUS. IN THE CASE OF SUCH AN AMBIGUITY RESORT MAY BE MADE TO RECOGNIZED RULES OF CONTRACT
14 INTERPRETATION TO DETERMINE THE INTENT OF THE PARTIES. IF ANY PROVISIONS OF THIS AGREEMENT ARE IN CONFLICT, THE PARTIES SHALL MEET TO RESOLVE
15 THE CONFLICT.

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18 **WARRANTIES**

19
20 WARRANTIES PERTAINING TO THIS AGREEMENT ARE ATTACHED HERETO AS AN EXHIBIT AND INCORPORATED HEREIN AS IF FULLY SET FORTH

21
22 **AMENDMENT AND MODIFICATION OF THIS AGREEMENT**

23
24 THE PARTIES MAY, ONLY SUBJECT TO THE APPROVAL OF THEIR RESPECTIVE BOARDS, AGREE TO A WRITTEN MODIFICATION OF THIS AGREEMENT AND THE TERMS
25 AND CONDITIONS CONTAINED HEREIN.

26
27 **APPROVAL, SUCCESSORS AND ASSIGNS**

28
29 THIS AGREEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR SUCCESSORS, APPROVED ASSIGNEES AND TRANSFEREES,
30 VOLUNTARY OR INVOLUNTARY RECEIVERS AND TRUSTEES, OR ANY OTHER SUBSEQUENT OWNER OR OPERATOR OF THE PARTY CONTRACTING WITH THE COUNTY
31 WHICH ACQUIRES ITS EQUITABLE OR LEGAL OWNERSHIP FROM OR THROUGH SAID PARTY.

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

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7 **THIS AGREEMENT HAS BEEN THE SUBJECT OF MUTUAL NEGOTIATIONS BETWEEN THE PARTIES AND THEIR RESPECTIVE COUNSEL. THIS AGREEMENT HAS BEEN AND**
8 **SHALL BE CONSTRUED TO HAVE BEEN JOINTLY DRAFTED BY THE PARTIES IN ORDER TO PRECLUDE THE APPLICATION OF ANY RULE OF CONSTRUCTION AGAINST A**

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15 **IF ANY COURT OF COMPETENT JURISDICTION DETERMINES THAT ANY PROVISION OF THIS AGREEMENT IS INVALID OR UNENFORCEABLE, THEN SUCH INVALIDITY OR**
16 **ON THE OTHER PROVISIONS HEREOF, WHICH SHALL REMAIN VALID, BINDING AND ENFORCEABLE AND IN FULL FORCE**
17 **AND EFFECT. IN THE EVENT OF SUCH A DETERMINATION BY SUCH COURT, THE PARTIES SHALL PROMPTLY MEET TO DISCUSS HOW THEY MIGHT SATISFY THE TERMS**
18 **OF THIS AGREEMENT BY ALTERNATIVE MEANS. THE PARTIES SHALL USE THEIR BEST EFFORTS TO FIND, DESIGN AND IMPLEMENT A MEANS OF SUCCESSFULLY**
19 **EFFECTUATING THE TERMS OF THIS AGREEMENT. IF NECESSARY, THE PARTIES SHALL NEGOTIATE APPROPRIATE AMENDMENTS OF THIS AGREEMENT TO MAINTAIN,**
20 **AS CLOSELY AS POSSIBLE, THE ORIGINAL TERMS, INTENT AND BALANCE OF BENEFITS, AND BURDENS OF THIS AGREEMENT. IN THE EVENT THE PARTIES ARE NOT**
21 **ABLE TO REACH AGREEMENT IN SUCH SITUATION, THE DISPUTE RESOLUTION PROCEDURE AS SET FORTH IN THIS AGREEMENT SHALL APPLY.**

22
23
24 **COMPLIANCE WITH PRE-CONDITIONS AND AUTHORIZATION TO EXECUTE**

25
26 **EACH PARTY REPRESENTS AND WARRANT THAT EACH HAS PERFORMED ALL ACTS PRECEDENT TO ADOPTION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED**
27 **TO, MATTERS OF PROCEDURE AND NOTICE, AND EACH HAS THE FULL POWER AND AUTHORITY TO EXECUTE THIS AGREEMENT AND TO PERFORM ITS OBLIGATIONS IN**
28 **ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF, AND THAT THE REPRESENTATIVE EXECUTING THIS AGREEMENT ON BEHALF OF SUCH PARTY IS DULY**
29 **AND FULLY AUTHORIZED TO SO EXECUTE AND DELIVER THIS AGREEMENT.**

30
31 **SEPARATE COUNTERPARTS EXECUTION**

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

THIS AGREEMENT MAY BE EXECUTED IN SEPARATE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL AND MAY BE EXECUTED BY FACSIMILE WITH ORIGINAL SIGNATURE PAGES TO BE PROVIDED TO THE OTHER PARTY WITHIN THREE (3) BUSINESS DAYS.

GENDE - **HEADINGS**

THE USE OF _____ INTENDED TO INCLUDE THE FEMININE. SECTION HEADINGS AND TITLES ARE INTENDED ONLY AS AIDES

AUTHORIZED AGENTS

THE AUTHORIZED AGENTS OF THE PARTIES ARE NOTED IN THE ATTACHED EXHIBIT WHICH IS INCORPORATED HEREIN AS IF FULLY SET FORTH. THE PARTIES SHALL KEEP THE _____ AND TELEPHONE NUMBERS.

THE KENOSHA COUNTY EXECUTIVE
KENOSHA COUNTY ADMINISTRATION BUILDING,
1010 - 56TH STREET, KENOSHA, WISCONSIN
FAX 262-653-2817

IN ADDITION, ALL NOTICES PERTAINING TO MATTERS INVOLVING CLAIMS, DISPUTE RESOLUTION, LITIGATION OR LEGAL PROCESS, SHALL BE COPIED TO

THE CORPORATION COUNSEL'S OFFICE 1010 - 56TH STREET KENOSHA, WISCONSIN 53140
Fax [262] 653-6684

NOTICE SHALL BE GIVEN IN WRITING, SENT BY EITHER PERSONAL DELIVERY, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR OVERNIGHT MAIL. OR FAXED.

IF SENT VIA PERSONAL DELIVERY, THE NOTICE SHALL BE EFFECTIVE ON THE DATE OF DELIVERY. IF SENT BY CERTIFIED MAIL, THE NOTICE SHALL BE DEEMED EFFECTIVE FIVE (5) DAYS AFTER SUCH MAILING, NOT COUNTING THE DAY SUCH NOTICE WAS SENT. IF SENT BY OVERNIGHT MAIL, THE NOTICE SHALL BE EFFECTIVE

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

ON THE DATE OF DELIVERY. IF SEND BY FAX, NOTICE SHALL BE EFFECTIVE AT NOON ON THE FIRST BUSINESS AFTER THE FAX WAS SENT.

IN WITNESS WHEREOF, THE PARTIES HERETO ACCEPT THE TERMS OF THIS AGREEMENT AND EXECUTE THIS AGREEMENT ON
_____20_____ AT KENOSHA, WISCONSIN.

KENOSHA COUNTY, WISCONSIN

BY: _____

NAME: _____

TITLE: _____

STATE OF WISCONSIN}

}

COUNTY OF KENOSHA}

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON
AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED SAID INSTRUMENT PURSUANT TO AUTHORITY DULY GIVEN, AS HIS/HER FREE AND VOLUNTARY ACT AND
AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID MUNICIPAL CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20_____.

(SEAL)

COMMISSION EXPIRES [IS PERMANENT] _____

NOTARY PUBLIC

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

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Y: _____

NAME: _____

TITLE: _____

STATE OF WISCONSIN}

}

COUNTY OF KENOSHA}

THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____,
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON
AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED SAID INSTRUMENT PURSUANT TO AUTHORITY DULY GIVEN, AS HIS/HER FREE AND VOLUNTARY ACT AND
AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

COMMISSION EXPIRES _____
COMMISSION EXPIRES [IS PERMANENT] _____.

NOTARY PUBLIC

EXHIBITS

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, 200_

1 **WARRANTIES**

2
3 **AUTHORIZED AGENTS**

4
5 THE FOLLOWING ARE THE RESPONSIBLE MANAGERS, AGENTS, ADMINISTRATORS AND/OR OVERSIGHT COMMITTEES OF THE PARTIES.

6
7 KENOSHA COUNTY'S AUTHORIZED AGENT WITH RESPECT TO THE ADMINISTRATION OF THIS AGREEMENT IS:

8
9 NAME

10 ADDRESS

11 PHONE/FAX

12
13 *NAME OF PARTY*'S AUTHORIZED AGENT WITH RESPECT TO THE ADMINISTRATION OF THIS AGREEMENT IS:

14
15 NAME

16 ADDRESS

17 PHONE/FAX

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AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

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TITLE OF AGREEMENT AND DATES			
CONTRACT SECTION NO.			
	1ST PARTY		
	AUTHORIZED AGENT:		
	ADDRESS:		
	PHONE:	FAX:	
	AUTHORIZED AGENT:		
	ADDRESS:		
	PHONE:	FAX:	
	DATES		
	COMMENCEMENT		
	COMPLETION (SUBSTANTIAL)		

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

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COMPLETION					
RENEWAL OPTIONS NOTICE					
REVIEW DATES					
GROUNDS FOR TERMINATION FOR CAUSE	OPPORTUNITY TO CURE	YES	W/IN _____ DAYS	NOTICE GIVEN ON	
		NO			
TERMINATION WITHOUT CAUSE	_____ DAYS NOTICE REQUIRED		DATE NOTICE GIVEN		
CONSIDERATION					
DATE PAID / RECEIVED					
INSPECTION					
INVENTORY					
ADEQUATE FUNDING, BUDGET AUTHORIZATION					
MATHEMATICAL CALCULATIONS					

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

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	LOCAL PREVAILING WAGE RATE COMPLIANCE IN PUBLIC WORK CONTRACTS		
	DATE PAID		
	SPECIAL CONTINGENCIES AND DATES		

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 20__

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	SPECIAL FEDERAL AND STATE REQUIREMENTS			
	INSURANCE		AMOUNT	CERTIFICATE FILED
	DETERMINATION OF INSURANCE LEVEL			
		PROPERTY		
		BUILDER'S RISK		
		AUTO		
		WORKER'S COMP		
		UNEMPLOY. COMP		
		BOILER		
		MALPRACTICE OCCURRENCE		

AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

		CLAIMS MADE		
		ENVIRONMENTAL		
		UMBRELLA		
		GAP/TAIL END		
1		DATE	AMOUNT \$	
2				
3		DIGITAL RESOLUTION DEADLINES AND AVAILABLE REMEDIES		
4				
5		RECORDING AND FILING [REGISTER OF DEEDS, COUNTY CLERK, CORPORATION COUNSEL]		
6		STATUTORY COMPLIANCE [ETHICS CODE, OPEN MEETING AND PUBLIC RECORDS LAWS, LEGAL REVIEW, COUNTY PURCHASING AND BIDDING ORDINANCE AND POLICES]		

LEASE AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, 200_

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	COVENANTS — /OR IMPLIED		
	NOTICE DEADLINES		
	REQUIRED APPROVAL EXEMPTION / NOTARIZATION		
	RETENTION AND CENTRAL FILING AND DESTRUCTION DATES [MONITORING OF STAT OF LIMITATIONS AND REPOSE DATES] CONFIDENTIALITY ASSURANCES		

	CONT. SEC #	NAME	PHONE / FAX	ADDRESS
LESSOR				
LESSEE				

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____, _____, 200_

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AUTHORIZED									
TERM		BEGINNING _____	ENDING _____						
RENEWAL OPTIONS		NOTICE OF INTENT TO RENEW BY _____							
EQUIPMENT FWD.									
EQUIPMENT FWD.		[SEE ATTACHED EXHIBIT SCHEDULE " "]							
SECURITY DEP:									
UTILITY, TAX / MISC PAYMENTS									
CLAIM / LIEN WAIVERS									
MAINTENANC E / REPAIRS									
INSURANCE COVERAGE CERTIFICATE			GEN LIAB	PROP	BUILDER RISK	AUTO	WORKER COMP	BOILER / MISC	UMBRELLA
		REQ. COVER-AGE							

AN AGREEMENT BY AND BETWEEN KENOSHA COUNTY, WISCONSIN
AND _____ / _____ 200

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			LESSEE						
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