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# City of West Allis
## Matter Summary

7525 W. Greenfield Ave.
West Allis, WI 53214

| File Number | Title | Status |
|---|---|---|
| R-2004-0337 | Resolution | In Committee |

Resolution relative to renewal of the agreement with Wisconsin Community Services, Inc. for West Allis Mediation Center for 2005.

**Introduced:** 12/7/2004 **Controlling Body:** Administration & Finance Committee

**COMMITTEE RECOMMENDATION** adopt

ACTION DATE: DEC 07 2004

| | MOVER | SECONDER | AYE | NO | PRESENT | EXCUSED |
|---|---|---|---|---|---|---|
| Barczak | | | ✓ | | | |
| Czaplewski | | | ✓ | | | |
| Dobrowski | | | | | | |
| Kopplin | | | | | | |
| Lajsic | | ✓ | ✓ | | | |
| Narlock | | | | | | |
| Reinke | ✓ | | ✓ | | | |
| Sengstock | | | | | | |
| Vitale | | | | | | |
| Weigel | | | ✓ | | | |
| TOTAL | | | 5 | 0 | | |

*SIGNATURE OF COMMITTEE MEMBER*

Chair _____ Vice-Chair _____ Member _____

**COMMON COUNCIL ACTION** **ADOPT**

ACTION DATE: DEC 07 2004

| | MOVER | SECONDER | AYE | NO | PRESENT | EXCUSED |
|---|---|---|---|---|---|---|
| Barczak | | | ✓ | | | |
| Czaplewski | ✓ | | ✓ | | | |
| Dobrowski | | | ✓ | | | |
| Kopplin | | | ✓ | | | |
| Lajsic | | | ✓ | | | |
| ~~Narlock~~ | | | ✓ | | | |
| Reinke | | ✓ | ✓ | | | |
| Sengstock | | | ✓ | | | |
| Vitale | | | ✓ | | | |
| Weigel | | | ✓ | | | |
| TOTAL | | | 10 | — | | |

C: Paul Zuhlke ✓
Chief Puschnig ✓

# STANDING COMMITTEES OF THE CITY OF WEST ALLIS COMMON COUNCIL 2004

## ADMINISTRATION & FINANCE

Chair: Michael J. Czaplewski
Vice-Chair: Martin J. Weigel
Gary T. Barczak
Thomas G. Lajsic
Rosalie L. Reinke

## PUBLIC WORKS

Chair: Richard F. Narlock
Vice-Chair: Linda A. Dobrowski
Kurt E. Kopplin
Vincent Vitale
James W. Sengstock

## SAFETY & DEVELOPMENT

Chair: Thomas G. Lajsic
Vice-Chair: Vincent Vitale
Gary T. Barczak
Martin J. Weigel
Rosalie L. Reinke

## LICENSE & HEALTH

Chair: Kurt E. Kopplin
Vice-Chair: James W. Sengstock
Linda A. Dobrowski
Richard F. Narlock
Michael J. Czaplewski

## ADVISORY

Chair: Rosalie L. Reinke
Vice-Chair: Gary T. Barczak
Linda A. Dobrowski
Vincent Vitale
Martin J. Weigel

# City of West Allis

**Resolution**

7525 W. Greenfield Ave.
West Allis, WI 53214

**File Number: R-2004-0337**

**Final Action:**
DEC 0 7 2004

Resolution relative to renewal of the agreement with Wisconsin Community Services, Inc. for West Allis Mediation Center for 2005.

WHEREAS, the Wisconsin Community Services, Inc. has provided the City of West Allis with mediation services for neighborhood disputes, and

WHEREAS, the City of West Allis has authorized staff to proceed with preparing a renewal agreement with the Wisconsin Community Services, Inc. for the continuation of the West Allis Mediation Center for 2005, and

WHEREAS, 2005 City funds have been allocated for this purpose, and

WHEREAS, it is in the best interest of the City and the Wisconsin Community Services, Inc. to enter into an agreement for the provision of mediation services.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of West Allis that the attached agreement for mediation services (West Allis Mediation Center) through the Wisconsin Community Services, Inc. for 2005 be and is hereby approved.

BE IT FURTHER RESOLVED that the Director of the Department of Administration and Finance is hereby authorized and directed to execute and deliver said agreement on behalf of the City.

ADM\ORDRES\ADMR147

**ADOPTED** December 7, 2004
Paul M. Ziehler
Paul M. Ziehler, City Admin. Officer, Clerk/Treas.

**APPROVED** December 9, 2004
Jeannette Bell
Jeannette Bell, Mayor

2005
AGREEMENT
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the City of West Allis, Wisconsin (the "City") by the Department of Administration & Finance of the City of West Allis, Wisconsin, a municipal corporation (the "Department") and Wisconsin Community Services, Inc., 230 W. Wells Street, Milwaukee, Wisconsin 53203 (the "Consultant").

W I T N E S S E T H:

WHEREAS, the Department has negotiated with Wisconsin Community Services, Inc. to furnish professional services for the West Allis Mediation Center (the "Project"); and,

WHEREAS, Consultant has submitted a proposal to provide such services; and,

WHEREAS, the City has authorized the Department to enter into this Agreement with Consultant for such services and has authorized the expenditure of funds to pay the liability that will accrue to the Department under this Agreement.

NOW, THEREFORE, in consideration of these premises, the parties hereby mutually agree as set forth in the following pages, exhibits, and schedules which are annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the Department and the Consultant have executed this Agreement.

WISCONSIN COMMUNITY SERVICES, INC. (West Allis Mediation Center)

By: _____

Title: Executive Director

Date: 12/20/04

CITY OF WEST ALLIS, WISCONSIN
DEPARTMENT OF ADMINISTRATION
& FINANCE

By: _____

Title: CAO CC/TM

Date: 12/10/04

PMZ:jfw
ADM\MISC\MEDCTR1

**2005**
**CITY OF WEST ALLIS**
**DEPARTMENT OF ADMINISTRATION & FINANCE**
**STANDARD FORM OF AGREEMENT**
**FOR**
**PROFESSIONAL SERVICES**

CONSULTANT: WISCONSIN COMMUNITY SERVICES, INC.

PROJECT: WEST ALLIS MEDIATION CENTER

This AGREEMENT covers the furnishing of professional services related to the West Allis Mediation Center activities.

## SECTION 1 - SERVICES

1.01 SERVICES

A. Services of CONSULTANT to be provided under this AGREEMENT are listed in Exhibit A, Scope of Services, attached hereto and made a part of this Agreement by reference.

B. Payment for Services shall be made in accordance with Section 2 of this Agreement.

## SECTION 2 - PAYMENT

2.01 PAYMENT

A. DEPARTMENT shall pay CONSULTANT for Services rendered under Section 1 as outlined in Exhibit A on a monthly basis upon receipt of an invoice.

2.02 TIME OF PAYMENT

A. CONSULTANT shall submit monthly statements on or before the tenth of the month for Services rendered. The DEPARTMENT shall make prompt payment on or before the tenth of the month following the date of the CONSULTANT monthly statement.

## SECTION 3 - TIME OF PERFORMANCE

3.01 COMMENCEMENT OF WORK

A. CONSULTANT shall commence the work to be performed under this Agreement on January 1, 2005, and upon execution of this Agreement.

B. Additional Services shall be commenced at and within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

C. The DEPARTMENT shall not be liable to CONSULTANT and/or any of its independent Professional Associates and Consultants and/or subcontractors for claims or damages or monetary claims of any nature caused by or arising out of delays from any cause whatsoever, including but not limited to any time which may be specified for the notice to proceed under this Agreement. The sole remedy against the DEPARTMENT for delays shall be the allowance to claimant of additional time for completion of work, the amount thereof to be reasonable as determined by the DEPARTMENT.

3.02 COMPLETION OF WORK

A. CONSULTANT shall complete the work to be performed under this Agreement by December 31, 2005.

B. Additional Services shall be completed within the time agreed to between the CONSULTANT and the DEPARTMENT at the time such services are authorized.

C. In November of 2005, both parties will meet to evaluate the program to determine if it is in the interest of both parties to renew this Agreement. If it is determined that it is in the best interest of both parties to continue the contract, a new Agreement, incorporating any necessary changes, will be negotiated at that time for 2006.

PMZ:jfw
ADM\MISC\MEDCTR2

# WISCONSIN COMMUNITY SERVICES, INC.

(FORMERLY KNOWN AS WISCONSIN CORRECTIONAL SERVICE)
230 WEST WELLS STREET - SUITE 500 - MILWAUKEE, WI 53203
TELEPHONE 414-271-2512 FAX 271-4605 www.wiscs.org


A SERVICE AGENCY WORKING TOWARD THE RESOCIALIZATION OF OFFENDERS SINCE 1912.

December 1, 2004

Mr. Paul Ziehler, City Administrator
City of West Allis
7525 W. Greenfield Avenue
West Allis, Wisconsin 53214

Dear Mr. Ziehler:

This letter updates the relationship between Wisconsin Community Services, Inc., formerly known as Wisconsin Correctional Service, and the City of West Allis regarding the West Allis Mediation Center. Both parties agree that mediation services will continue in the year 2004. The following areas of dispute will be considered appropriate for mediation referral by the Police Department and/or any City Official:

- Neighbor/Neighbor disputes including but not limited to:
  - Noise complaints
  - Barking dogs
  - Boundary issues
- Landlord/Tenant disputes
- Family disputes (excluding placement, visitation or custody)
- Juvenile disputes

The following is a fee schedule for the various levels of service which we will continue to provide. This schedule remains at the same rates and levels of service as in 2004.

$ 50.00 - Case management for initial referral
$ 75.00 - If first party agrees to mediate and the case manager contacts the second party
$100.00 - Case management for multi-party disputes (3 or more groups of people)
$125.00 - Mediation not scheduled but - telephone conciliation or resolution as a result of the case manager's intervention
$100.00 - Mediation scheduled but cancelled and not rescheduled - mediator was obtained, paperwork sent to parties, etc.
$125.00 - Mediation scheduled but one of the parties fails to show up
$250.00 - Basic two-party mediation hearing held
$300.00 - Multi-party mediation hearing held (dispute of 3 or more groups of people)

We will continue to provide:

Experienced management and knowledge;

A well trained and experienced volunteer corps of mediators;

Presentations and/or in-service trainings to police department personnel and to city officials and administrative staff (no additional fee);

MISSION

The Mission of WCS is to enhance justice, increase public safety, and, in doing so, improve the welfare of the general community. WCS develops, provides and supports social and advocacy services for persons involved in or at high risk of involvement in the criminal justice system.

PROGRAM AREAS

Community Alternatives
Court Intervention
Drug Testing
Outpatient Treatment
Pharmacy
Residential Programs
Youth Services

A United Way Funded Agency

CDBG Milwaukee

Children's Health System
Child Abuse PREVENTION Fund

SAFE & SOUND

WISCONSIN COMMUNITY SERVICES, INC.
(Community Action Agency)
2120 West Wisconsin Avenue - Suite 500 - Milwaukee, WI 53233
(414) 271-2777 FAX 271-1602 www.wcs.org

December 1, 2004

Mr. Paul Peterson, City Administrator
City of West Allis
7525 W. Greenfield Avenue
West Allis, WI 53214

Dear Mr. Peterson:

It is later spring, the relationship between Wisconsin Community Services, Inc., formerly known as Wisconsin Correctional Service, and the City of West Allis regarding the West Allis Mediation Center. Both parties agree that mediation services will continue in the year 2004. The following areas of dispute will be considered appropriate for mediation referred by the P. D.'s Office (please initial each one you feel is appropriate):

- Neighbor/Neighbor disputes including but not limited to:
  - Noise complaints
  - Barking dogs
  - Boundary issues
- Landlord/Tenant disputes
- Family disputes (excluding presence, visitation or custody)
- Juvenile disputes

The following is a fee schedule for the various levels of service which we will continue to provide. This schedule remains at the same rate and levels of service as in 2004.

- $0.00 - Case management for initial referral
- $75.00 - If third party agrees to mediate and the case manager contacts the second party
- $100.00 - Case management for multi-party disputes (3 or more groups of people)
- $125.00 - Mediation not scheduled but - telephone conciliation or resolution as a result of the

$150.00 - Mediation scheduled for case filed and not rescheduled - mediation was obtained.

- $175.00 - Mediation scheduled but one of the parties fails to show up
- $250.00 - Basic two-party mediation hearing held
- $300.00 - Multi-party mediation hearing held (disputes of 3 or more groups of people)

We will continue to provide:

Experienced management and knowledge

A well trained and experienced volunteer corps of mediators

Presentations and/or in-service training to police department personnel and to city officials and administrative staff. No additional fee.

Liability insurance;

Staff and/or voice mail to receive calls forwarded from the City of West Allis;

Face-to-face mediation sessions at the West Allis Police Department;

A system of records and files open for review by City of West Allis monitors and evaluators which will document all referrals, case management logs, mediation agreements (if one is reached), and any follow-up client evaluations of the services provided;

Quarterly statistics regarding the outcome of referrals;

A Disposition Notice to the referring police officer or city official and to the lieutenant of the Crime Prevention Bureau;

It is our understanding that West Allis will:

Provide a local City of West Allis phone number for citizens to call, which is automatically forwarded to the Mediation Center of Waukesha;

Identify, refer through the developed mechanism and encourage cases for mediation;

Assist in generating police and city official knowledge of the service;

Provide or assist in arranging free space to conduct the mediations locally;

Provide security backup when the case has been identified by the police as volatile;

Provide printing for brochures if the Center provides camera ready material appropriate for the Center's operation;

Provide direct feedback about the program success.

Thank you for the opportunity to continue serving the City of West Allis.

Sincerely,

Holly Patzer, Administrator
Wisconsin Community Services, Inc.

RECEIVED

DEC 2 2004

CITY OF WEST ALLIS
CAO

EXHIBIT B

**2005**
**CITY OF WEST ALLIS**
**DEPARTMENT OF ADMINISTRATION & FINANCE**
**STANDARD FORM OF AGREEMENT**
**FOR**
**PROFESSIONAL SERVICES**
**GENERAL CONDITIONS**

CONSULTANT:

PROJECT:

1. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Wisconsin. The CONSULTANT shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this AGREEMENT.

2. APPROVALS OR INSPECTIONS

None of the approvals or inspections performed by the DEPARTMENT shall be construed or implied to relieve the CONSULTANT from any duty or responsibility it has for its professional performance, unless the DEPARTMENT formally assumes such responsibility through a letter from the DEPARTMENT expressly stating that the responsibility has been assumed.

3. DISPUTE RESOLUTION

In the event a dispute arises under this agreement, which is not resolvable through informal means, the parties agree to submit the dispute to the following resolution mechanism prior to pursuing other available legal remedies. Upon receipt of a written request by either party to utilize this provision each party shall have five working days to notify the other as to the name and address of the person designated to hear the dispute for that party. Upon designation of the dispute resolution representatives, those persons shall have ten working days to appoint a mutually acceptable third person to hear the dispute, and to agree on a time and location to hear the matter in dispute. The representatives shall jointly determine the procedure to be used for gathering information and hearing the dispute.

4. ASSIGNMENT

Neither this AGREEMENT nor any right or duty, in whole or in part, of the CONSULTANT under this AGREEMENT may be assigned, delegated or subcontracted without the written consent of the DEPARTMENT. Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the DEPARTMENT and the CONSULTANT , and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the DEPARTMENT and the CONSULTANT and not for the benefit of any of any other party.

5. CANCELLATION; TERMINATION

A. The DEPARTMENT reserves the right to cancel this AGREEMENT in whole or in part, without penalty, due to nonappropriation of funds or for failure of the CONSULTANT to comply with terms, conditions, or specifications of this AGREEMENT.

B. The DEPARTMENT may terminate this AGREEMENT for any reason at any time upon not less than 30 days written notice to the CONSULTANT.

C. In the event of termination the DEPARTMENT shall pay the CONSULTANT for that portion of the work satisfactorily performed prior to the date of termination.

D. If this AGREEMENT is cancelled or terminated by the DEPARTMENT for reasons other than the failure of the CONSULTANT to comply with terms, conditions or specifications of this AGREEMENT, the CONSULTANT shall also be entitled to reasonable cancellation or termination costs relating to costs incurred by the CONSULTANT for commitments which had become firm prior to the cancellation or termination.

E. Upon cancellation or termination under PARAGRAPH A. or B., above, the CONSULTANT shall promptly discontinue all affected work (unless the notice of termination directs otherwise), and deliver or otherwise make available to the DEPARTMENT all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in progress.

6. DISCLOSURE

If a city official (as defined under section 3.02(l) of the Revised Municipal Code of the City of West Allis), a member of official's immediate family, or any organization in which a city official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a part to this AGREEMENT, and if this AGREEMENT involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this AGREEMENT is voidable by the City unless appropriate disclosure is made according to section 3.05 of the Revised Municipal Code, before signing the AGREEMENT. Disclosures shall be made to the Ethics Board of the City of West Allis, 7525 West Greenfield Avenue, West Allis, Wisconsin 53214 (Telephone 414-302-8203).

7. ENTIRE AGREEMENT; AMENDMENTS

This AGREEMENT, together with the specifications in the proposal and referenced parts and attachments, shall constitute the entire agreement between the parties and previous communications or agreements pertaining to the subject matter of this AGREEMENT are hereby superseded. Any contractual revisions including cost adjustments and time extensions may be made only by a written amendment to this AGREEMENT, signed by both parties prior to the ending date of this AGREEMENT.

8. INDEMNIFICATION; LIABILITY

A. The CONSULTANT agrees to save, keep harmless, defend and indemnify the City of West Allis and the DEPARTMENT, and all of their officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (City, Department or other) occurring in connection with or arising out of any willful misconduct, error, negligent act or omission by the CONSULTANT or any of its agents, representatives, subcontractors or employees occurring in connection with or in any way incident to or arising out of this AGREEMENT. This PARAGRAPH does not apply to liability, claims and costs to the extent that they result from the willful misconduct, error, negligent act or omission of the CITY, the DEPARTMENT or their officers, employees or agents.

B. The DEPARTMENT recognizes and agrees that its employees are subject to liability as provided by sections 893.80 and 895.46, Wis. Stats. Therefore, its employees will be liable for their acts under these provisions and will not be acting on behalf of or as agents of the CONSULTANT.

9. INDEPENDENT CONTRACTOR

A. The CONSULTANT represents that it has or will secure all personnel required in performing the services under this Contract. Such personnel shall not be employees of nor have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the CONSULTANT or under its supervision. Such personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

10. REPORT AND DOCUMENTATION REQUIREMENTS

A. REPORTS.

1. The CONSULTANT agrees to submit quarterly reports to the CITY.

2. All reports, studies, analyses, memoranda and related data and material as may be developed during the performance of this Contract shall be submitted to and be the exclusive property of the CITY, which shall have the right to use same for any purpose without any further compensation to the CONSULTANT other than hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that he/she will not, without prior written approval from the CITY, submit or make same available to any individual, agency, public body or organization other than the CITY, except as may be otherwise herein provided.

3. The aforesaid documents and material prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONSULTANT other than as herein specifically provided. If this Contract is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared under this Contract shall be

immediately transmitted to the CITY at the effective date of such termination.

4. Agencies must acknowledge the receipt of CITY dollars in literature and promotional materials in the following manner: "THIS PROJECT IS FUNDED IN PART THROUGH THE CITY OF WEST ALLIS", or similar acknowledgement.

B. RECORDS.

1. Establishment and Maintenance of Records. Records shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three (3) years after receipt of the final payment under this Contract.

2. Documentation of Costs. All costs shall be supported by properly executed and approved payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

3. Client/Beneficiary Records. CONSULTANT shall maintain records of all individuals and families served. This information shall include name, address, phone number, activity, and these shall be made available upon request.

11. NO WAIVER OF CONDITIONS

The failure of either party to insist on strict performance of this AGREEMENT does not constitute a waiver of any of the provisions of this AGREEMENT or a waiver of any default of the other party.

12. OWNERSHIP OF DOCUMENTS

Upon completion of the services provided for in this AGREEMENT, or upon payment for services as provided for in SECTION 5., all specifications, charts, sketches, drawings and other documents, whether finished or not, shall become the property of the DEPARTMENT.

13. PERIOD OF AGREEMENT

This AGREEMENT shall commence upon its signing by both parties and shall follow the period January 1, 2005 through December 31, 2005, during which all performance as described in this AGREEMENT shall be fully completed to the satisfaction of the DEPARTMENT.

14. RELEASE OF INFORMATION

The CONSULTANT may not issue press releases or provide information to any third party regarding the Project without the prior written approval of the DEPARTMENT, except as required by Federal or State regulations, litigation or court order.

15. STANDARD OF PERFORMANCE

The CONSULTANT'S services shall be performed with the usual thoroughness, skill and competence of the consulting profession, in accordance with the standard for professional services prevailing at the time those services are rendered.

16. SURVIVAL

These General Terms and Conditions shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.

17. SUCCESSORS AND ASSIGNS

The DEPARTMENT and the CONSULTANT each bind themselves, their partners, successors, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, assigns and legal representatives of the other party with respect to all covenants of this AGREEMENT.

18. TITLES

The headings or titles of SECTIONS of this AGREEMENT are used for convenience and ease of reference and are not intended to limit the scope or intent of the SECTIONS.

19. ACCESS TO RECORDS

A. The CONSULTANT and subcontractors to the CONSULTANT if any, agree to maintain for inspection by the DEPARTMENT all books,

documents, papers, accounting records and other evidence pertaining to all costs incurred under this AGREEMENT and to make such materials available at their respective offices at all reasonable times during the life of the AGREEMENT and for three (3) years from the date of final payment under the AGREEMENT, and to furnish copies thereof if requested.

B. If more than a nominal number of copies are requested, the additional copies shall be furnished at the expense of the DEPARTMENT.

20. ERRORS AND OMISSIONS

A. The CONSULTANT shall be responsible for the accuracy of the work performed by the CONSULTANT under the AGREEMENT, and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without additional compensation.

21. CONFLICT OF INTEREST

A. The CONSULTANT warrants it has no public or private interest, and shall not knowingly acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the work under the AGREEMENT.

B. The CONSULTANT shall not employ any person employed by the DEPARTMENT for any work included under the provisions of the AGREEMENT.

22. INSURANCE REQUIREMENTS

A. The CONSULTANT shall procure and maintain for the life of the AGREEMENT the following types and amounts of insurance from an insurance company or companies authorized to do business in the State of Wisconsin.

1. Comprehensive General Liability Insurance -- not less than $300,000 in combined single limits per occurrence.

2. Automobile Liability Insurance -- not less than $300,000 in combined single limits per occurrence.

3. Worker's Compensation Insurance -- coverage satisfying the statutory provisions of Chapter 102, Wisconsin Statutes.

B. A certification or certifications showing the CONSULTANT is covered by the above-required types and amounts of insurance, together with the effective dates and expiration dates of such insurance, shall be furnished to the DEPARTMENT prior to performance of any work under the AGREEMENT.

C. Alteration or cancellation by an insurance company or companies shall be brought to the attention of the DEPARTMENT at least ten (10) days prior to the effective date of such alternation or cancellation and may be cause for termination of the AGREEMENT.

D. The CONSULTANT shall not alter or cancel the required coverage without the approval of the DEPARTMENT.

23. COPYRIGHTS

If this Contract results in book or other copyrightable materials, the author is free to copyright the work, but the appropriate federal agency involved reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use all copyrighted material and all materials which can be copyrighted.

PMZ:jfw
ADM\MISC\MEDCTR3