

**Attachment 1  
to State Debt Collection Agreement  
between the City of Milwaukee and the Wisconsin Department of Revenue**

**CITY OF MILWAUKEE TERMS AND CONDITIONS**

Wisconsin Department of Revenue (“department”) and the City of Milwaukee (“agency”) agree to the following terms, conditions, obligations and duties, in addition to the terms, conditions, obligations and duties set forth in the State Debt Collection Agreement. Within this Attachment, the State Debt Collection Agreement and this Attachment 1 shall be referred to collectively as the “Agreement.” In case of any ambiguity or conflict between the terms of this Attachment 1 and the State Debt Collection Agreement, the terms of this Attachment 1 shall govern.

1. **Public Records and Document Retention.** Both Parties understand that each is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of sec. 19.21, Wis. Stats. Each acknowledges that it is obligated to assist in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected under this Agreement pursuant to sec. 19.36(3), Wis. Stats. Except as otherwise authorized, those records shall be maintained for a period of at least seven years after the agency's debt is returned.

In the event an open records request is received by one party seeking disclosure of any records maintained by the other party, the recipient shall provide written notice to the other party within five (5) business days.

In the event that a subpoena or other validly issued administrative or judicial process is received requesting the disclosure of related records the recipient shall provide written notice of the request to the other party within five (5) business days. Where permitted by law, each shall be afforded an opportunity to seek a protective order, assert all applicable privileges and defenses, or take such other actions deemed appropriate. Each agrees to abide by any validly issued court orders.

2. **Conflict of Interest.** No officer, employee, or agent of the agency who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the agency and no other public official the agency who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

3. **Nondiscrimination.** The department agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse of sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual’s affiliation or perceived affiliation with any of

these categories. The agency and department will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. Department agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. Department will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**4. Liability.**

Notwithstanding paragraph 13 of the Agreement, and except as provided in Sec. 71.93(3)(a), Wis. Stats, each party agrees to be liable for their own acts. Notwithstanding paragraph 13 of the Agreement, and except as provided in sec. 71.93(3)(a), Wis. Stats., neither party shall be liable to the other for loss resulting from the other party's negligence, gross negligence, or intentional wrongful acts. For purposes of this paragraph, the term "loss" shall be broadly construed to include, but not be limited to, all liabilities, judgments, costs and expenses, including litigation expenses and attorneys fees, which may be claimed against a party in consequence of the granting of this Agreement.

**5. Claims or lawsuits.** Department agrees to provide notice of any claim or lawsuit referenced in paragraph 13 of the Agreement to the agency within ten (10) business days of first knowledge thereof, to:

City Attorney Grant Langley  
c/o Assistant City Attorney Andrea Fowler  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202-3551

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**Wisconsin Department of Revenue**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**City of Milwaukee** Resolution no: \_\_\_\_\_

\_\_\_\_\_  
Mayor Tom Barrett Date

\_\_\_\_\_  
City Clerk Jim Owczarski Date

\_\_\_\_\_  
City Comptroller Martin Matson Date

Examined and approved as to form and execution this  
\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

Office of the City Attorney

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