

CONTRACT FOR SERVICES
Between

MILWAUKEE COUNTY, by the CLERK OF CIRCUIT COURTS

AND

METRO MILWAUKEE MEDIATION SERVICES INC

THIS CONTRACT is entered into this ____ day of February 2012 by and between Milwaukee County, a Wisconsin Municipal Corporation, by the Clerk of Circuit Court, 901 North 9th Street, Milwaukee, WI 53209, hereinafter designated as "County" and the Metro Milwaukee Mediation Services Inc., a Wisconsin non-profit Corporation, designated as "Contractor."

Contact Person: Debra Tuttle, Executive Director, Metro Milwaukee Mediation Services Inc.
Telephone: 262-613-1627
Email Address: Debra@MediateMilwaukee.com
Federal ID No.: 45-4194546

RECITALS

WHEREAS, on February ____, 2012, the Wisconsin Department of Justice awarded to Milwaukee County a grant in the amount of not less than \$165,000 but not to exceed \$205,000 for the purpose of providing foreclosure mediation services during the period beginning March 1, 2012 and ending when grant funds are exhausted, estimated at this time to be December 31, 2012, all as reflected in the Memorandum of Agreement of the same date. The final amount will be based upon the amount of funds returned by Marquette University to DOJ by April 30, 2012.

WHEREAS, on February 2, 2012, the Milwaukee County Board of Supervisors adopted a Resolution (File No. 12-89) which authorized the Clerk of Courts to receive not more than \$205,000 in funding from the Wisconsin Department of Justice (DOJ) pursuant to a Stipulated Judgment obtained in a legal action against Countrywide Financial Corporation, and to execute a professional service contract with Metro Milwaukee Mediation Services, Inc. for expenditure of these funds within the existing Milwaukee Foreclosure Mediation Program formerly run by Marquette University, beginning upon receipt of funds in February, 2012 and continuing until funds are depleted, December 31, 2012, or later.

WHEREAS, Contractor has substantial skills and experience in foreclosure mediation and employs the four core staff that formerly operated the Milwaukee Foreclosure Mediation Program, from July 2009 through February, 2012 under administration by Marquette University.

NOW, THEREFORE, the parties do mutually agree as follows:

1. SCOPE OF SERVICES

a. Contractor shall supply foreclosure mediation services to residents of Milwaukee and Waukesha Counties as described in the Program Fact Sheet as indicated on Attachment A.

b. Contractor shall provide resources, information and periodic training in foreclosure mediation to programs providing such services throughout the State of Wisconsin.

2. PAYMENT

a. Milwaukee County agrees to pay to the Contractor an amount equal to that amount it receives under a grant with the DOJ, as reflected in the Memorandum of Agreement dated _____, the exclusive source of funds for this Contract. This amount is now estimated to be not less than \$165,00 and will not to exceed \$205,000 annually. Payment for services under this Contract will be made based on quarterly invoices delivered to:

Deborah Bachun
Fiscal & Operations Director
Clerk of Circuit Court
Administrative Services
Courthouse, Room 104-I
901 N. 9th Street
Milwaukee, WI 53209
Phone: 414-278-4635
Fax: 414-223-1260

b. Contractor is required to submit the final invoice for payment within fifteen (15) days of the contract termination date.

c. Failure of Contractor to comply with Contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from County by virtue of any County obligation to Contractor until such time as the Contract requirements are met. County reserves the right to withhold payment or adjust Contractor's invoice where the Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any relevant Milwaukee County Clerk of Circuit Court Policies and Procedures, including non-payment of employees and/or subcontractors providing services under this Contract.

3. STAFFING AND DELIVERY OF SERVICES

a. Contractor shall provide all personnel required to perform the services under this contract. Such personnel shall not be employees of, nor have any other contractual relationships with, the County. Any replacement of personnel listed in Contractor's Program Fact Sheet shall be by persons of like qualifications. Contractor shall not replace named personnel without prior written approval of County.

b. Except as provided herein, Contractor shall determine the methods, procedures, and personnel policies to be implemented in initiating and furnishing services under this Contract. Contractor shall comply with all Federal, State and local laws and regulations governing its activities and shall maintain in good standing all licenses, permits, and certifications relating to the services it renders.

c. Contractor shall cooperate fully in all utilization and quality assurance reviews, complaint/grievance investigation procedures, and submit in a timely manner (if required) corrective action plans, or any other requests for additional information by County.

d. Contractor may charge the program participants a fee for program services the amount and due date of which shall be determined exclusively by Contractor.

4. EQUIPMENT AND PROPERTY

a. Transferred Property. The equipment and personal property listed in Attachment B was purchased by funds provided by the Department of Justice under a grant Marquette University to support MFMP operations. County and Contractor acknowledge that ownership of this property is vested exclusively in Contractor.

b. Loaned Property. Any furniture, fixtures or equipment provided to Contractor to use for the purposes of delivering foreclosure mediation services remains the sole property of the County, and in its discretion, County may require such property to be returned to County upon termination of this Contract. The use of County property shall be limited to the provision of services under this Contract. Contractor assumes all risk of loss and damage to Property and agrees that the Property will be returned to County in as good condition as when issued to the Contractor, normal wear and tear excepted. A listing of such Property is attached in "Attachment C."

c. The Contractor and County agree that all programs, tables, manuscripts, databases, electronic or paper correspondence, emails, or any other products developed during the term of the Contract remain the property of the Contractor.

5. AUDIT AND INSPECTION OF RECORDS

All records of the Contractor covering this contract shall be available for audit by the Milwaukee County Auditing Department and/or the Secretary or Comptroller General of the United States until four (4) years have expired after the services have been furnished.

In accordance with Chapter 56.30 of the General Ordinances of Milwaukee County, the following provisions shall apply:

a. The Contractor shall permit the authorized representative of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of the Contractor related to carryout out the Contract for a period of four (4) years after completion of this Contract, subject, however to the overriding confidentiality with respect to communications made during mediation.

b. The Contractor shall obtain prior Milwaukee County approval for all sub-contracts to be used in performing its contractual arrangements.

c. The Contractor shall enter into a written contractual agreement with its County approved sub-contractors which binds them to the same audit contract terms and conditions of the prime Contractor.

6. PROVISIONS FOR DATA INFORMATION SYSTEMS COMPLIANCE

Contractor will comply with the provisions of the Milwaukee County Resolution on Security Policy and Guidelines, File No. 92-546, as it applies to data processing security and the "Milwaukee County Use of Technologies Policy" as found at <http://county.milwaukee.gov/RightContent7912.htm>.

7. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE

a. No eligible Participant shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation,

location, physical disability, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

b. Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, location, physical disability, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

c. Contract agrees to comply with the provisions of Section 56.17 County General Ordinance regarding non-discriminatory contracts, which is attached hereto and incorporated by reference as though set forth fully herein.

d. Contractor agrees that it will comply with the provisions of the CRCP for Profit and Non-Profit Entities which includes Affirmative Action, Equal Opportunity and Limited English Proficiency (online at: <http://dhfs.wisconsin.gov/civilrights/Index.HTM>)

e. Contractor agrees that it will comply with the requirements for contractors with fewer than 25 employees which require a Letter of Assurance as described at the website above.

8. INDEMNITY

Contractor agrees to the fullest extent permitted by law to indemnify, defend and hold harmless, the County, its agents, officers and employees, from and against all loss or expense, including the costs and attorney's fees by reason of liability for damages, including suits at law or equity, including claims involving discrimination or civil rights violations, caused by any wrongful, intentional, or negligent act or omission of the Contractor, their agents, which may arise out of the or are connected with the activities covered by this Contract.

9. INSURANCE

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, malpractice, errors and omissions, statutes and benefits under Workers' Compensation laws and/or various liabilities arising from employees or agents. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability, and Professional Liability in the minimum amounts listed below.

Type of Coverage

Minimum Limit

Wisconsin Worker's Compensation

Employers' Liability

Commercial General

Bodily Injury & Property Damage

(Incl. Personal Injury, Fire, Legal Contractual Contractual & products/completed operations

Statutory(waiver of Subrogation)

\$100,000/\$500,000/\$100,000

\$1,000,000 per Occurrence

\$1,000,000 General Aggregate
(Milwaukee County as additional insured)

Professional Liability

\$1,000,000 per occurrence

\$2,000,000 Annual Aggregate

AHK 2/24/12
JJS
OK
JJS
OK

Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverages with the Milwaukee County Clerk of Circuit Court names as the "Certificate Holder," as noted below:

CERTIFICATE HOLDER
Milwaukee County Clerk of Circuit Court
Fiscal & Operations Director
Administrative Services
Courthouse, Room 104-1
901 N. 9th Street
Milwaukee, WI 53209

It is agreed that on Claims-Made policies, either the Contractor or the County may invoke the tail option on behalf of the other party. All coverages shall be placed with an insurance company approved by the state of Wisconsin and rated "A" per Best's Key Rating Guide. Any deviations, including use of purchasing groups, risk retention groups, or requests for waiver from the above requirements shall be submitted to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Contract:

Milwaukee County Risk Manager
Milwaukee County Courthouse - Room 302
901 North 9th Street
Milwaukee, WI 53233

10. TERMINATION BY COUNTY OR CONTRACTOR

a. It is understood that the ability of Milwaukee County to contract for these services is dependent upon the receipt of funds from the Department of Justice. County, therefore, reserves the unilateral right to terminate participation in such services upon thirty (30) days written notice when (1) it appears that the funds provided through grants

for such purpose will be exhausted or terminated, or (2) failure of Contractor to fulfill its obligations under this Contract.

b. Failure to maintain in good standing requires licenses, permits and/or certifications may, at the option of the County, result in immediate termination of this Contract.

c. Failure on the part of the Contractor to provide deliverables (reports, supporting documents, etc) as required under this contract may result in suspension of payment until cured by Contractor.

d. Contractor may terminate this Contract upon thirty (30) days written notice to the County where the County fails to fulfill its obligations under this Contract.

e. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of service or key personnel in the Fact Sheet are no longer available to provide services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.

f. In the event of any Termination, the parties are to provide notices in accordance with the Section of this Contract entitled "Notices."

11. DEBARMENT BY MILWAUKEE COUNTY

Contractor may have any or all agreements with Milwaukee County terminated for cause, and/or may be debarred from future contracting opportunities with County for commission of, but not limited to, the following offenses. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing under a contract or agreement with the County; violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery or bribery; falsification or destruction of records including but not limited to case records, financial records, or billing records; making false statements; receiving stolen property, engaging in conduct or practices that endanger the health or safety of participants, failure to comply or cooperate with County Quality Assurance reviews or audits; failure to permit access to or provide documents and records requested by the County; failure to correct findings or other conditions identified in a Quality Assurance Review, County audit or annual independent audit; or any other breach of this Contract.

Department action debarring Contractors from future contractual relationships with the County extends to all owners, officers, board members, or stockholders of Contractor and to all organizations, regardless of the legal form of business, in which Contractor or any of the above individuals have any interest, as an employer, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business which would allow them to influence an organization that is in a contractual relationship with, or attempting to obtain a contract or agreement with the County.

Any Contractor that has had one or more agreements with the County terminated for cause or default, or that has been debarred from contracting opportunities with the County for commission of any of the offenses enumerated above, shall not be permitted to apply for, or engage in, providing Services under any agreement with the County for a minimum of two years from the commencement date of the termination or debarment.

12. CERTIFICATION REGARDING DEBARMENT

Contractor certifies that to the best of its knowledge and belief, that Contractor's Business Entity, its Principals, including all owners, partners, stockholders; and Contractor's Personnel, including but not limited to Contractor's employees, officers, directors, board members, consultants, contractors, and agents, whether defined as "Key Personnel" or not, billed for under this Contract:

a. Are not currently excluded, debarred, suspended, proposed for debarment, or otherwise ineligible to participate in covered transaction by any federal, state, county or local governmental department or agency;

b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 12(b) above;

d. Has not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

13. CONTRACTOR COMPLAINTS/APPEALS/GRIEVANCE

The Contractor may file a formal grievance or otherwise appeal decisions of County in accordance with County Policies and Procedures, and Milwaukee County Ordinances.

14. INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required hereunder.

15. REQUIRED DISCLOSURES, PROHIBITED PRACTICES AND CONFLICT OF INTEREST

a. During the period of the Contract, Contractor shall not hire, retain, or utilize for compensation any member, officer or employee of the Milwaukee County Clerk of Circuit Court representing County or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Clerk of Circuit Court.

b. Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of the Milwaukee County Code of General Ordinances, which covers candidates for County office, elected and appointed officers, and employees of the County, as well as members of County boards and commissions, and which states in part, "No employee shall offer or give to any public official or employee, directly or indirectly, an no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be given to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by the public official or employee.

c. Said Chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by such county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

d. Contractor is prohibited from offering other contractors/vendors reciprocal compensation for referrals for services.

e. Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to the federal government, state government, or their agents for income tax withholding, FICA or any other payroll taxes, Workers' Compensation, garnishments or other employee related liabilities, sales tax, income tax or other monies owned. The written notice shall include the amount(s) owed, the reason the monies are owned, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date and other related information.

f. Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to any government entity in excess of \$5,000, or when the total past due liabilities exceed \$10,000, related to the operation of this Contract for which County has or will reimburse Contractor. The written notice shall include the amounts owed, the reason the monies are owed, the due date, the amount of any penalties

or interest (known or estimated), the creditor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps being taken by Contractor to resolve the dispute.

16. NOTICES

Notice to the County provided for in this Contract shall be sufficient if sent by United States mail, postage prepaid USPS or other Courier or email with acknowledgment by the recipient unless otherwise agreed to by the parties. Notices to Contractor shall be sufficient if sent by United States mail, postage prepaid USPS or other Courier or email with acknowledgment by the recipient to the respective addresses or email address provided to the other party. Any party changing its address shall notify the other party in writing within five (5) business days.

17. CONTRACT CONSTRUCTION

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agreed that it will perform its obligations hereunder in compliance with all applicable state, local or federal rules, laws, regulations and ordinances. This Agreement supersedes all commitments and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts each of which shall be deemed as original. If any provisions of this Contract are waived by County the remaining provisions of the Contract shall remain in effect. If any provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of the jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(Signatures appear on next page)

18. AUTHORIZAITON AND APPROVAL

County enters into this Contract as authorized by the Milwaukee County Board of Supervisors Resolution File No. 12-89 adopted on February 2, 2012. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting of February _____, 2012.

IN WITNESS WHEREOF, the parties to this Contract have caused this instrument to be executed by their respective officers, and an amount not to exceed \$175,000 by County to Contractor for the purposes identified therein.

Signatures must be in BLACK or BLUE ink only.

FOR MILWAUKEE COUNTY:

FOR CONTRACTOR:

Metro Milwaukee Mediation Services Inc

James J. Smith 2/22/12
John Barrett, Clerk of Circuit Court - Date

Debra Tuttle 2-22-2012
(Signature) Date

APPROVED
FOR
EXECUTION

Debra Tuttle
(Please print name of person signing)

CORPORATION COUNSEL

Approved as to Form and Independent Contractor Status by Corporation Counsel

Reviewed by County's Risk Manager:

[Signature] 2/22/12
By Corporation Counsel Date
Jeaneen Dehring

[Signature] 2/24/12
Risk Manager Date

Approved with regards County Ordinance Chapter 42

[Signature] 3.5.2012
By Date

Program Fact Sheet - Attachment "A"

Metro Milwaukee Foreclosure Mediation Program

Metro Milwaukee Mediation Services, Inc.,(MMMS) will manage a residential mortgage foreclosure mediation program to assist with the resolution of owner-occupied residential foreclosure cases filed in Milwaukee and Waukesha County Circuit Court. The Metro Milwaukee Foreclosure Mediation Program (the Program) will provide mediation services upon request by lenders or homeowners in owner-occupied dwellings of no more than 4 units who are parties to a foreclosure action in Milwaukee or Waukesha Circuit Court.

1. MMMS provides:
 - a. Trained qualified attorney mediators, including a Chief Mediator
 - b. Telephone number and website
 - c. Administrative coordination
 - d. Mediator Recruiting, Screening, Training, Supervision, and Support
 - e. Supervision of Volunteer Law Students
 - f. Necessary Equipment and office supplies
2. MMMS will hire, train, and manage all program staff including an attorney-mediator, a Director of Operations, and additional support staff subject to the availability of funding.
3. Develop Program outcome measures in coordination with collaborating agencies and the Milwaukee County Circuit Clerk of Courts and the Department of Justice.
4. Coordinate Program including:
 - a. Securing the time and place for mediations and assigning mediators;
 - b. providing homeowners a referral to a housing counseling agency;
 - c. confirming all details with the parties and assigned mediator;
 - d. ensuring the mediation is conducted in accordance with accepted professional mediation standards; and
 - e. preparing a report for the court regarding the outcome of the mediation and facilitating communications with the Court.
5. Recruit, train and maintain a network of trained mediators for assignment to Program-referred cases; provide coordination with other partnering agencies to assist with the successful implementation and management of the Program; provide coordination, training, and support to law students involved in the Program.
6. Administer all Department of Justice Funding, as transferred through the Milwaukee County Circuit Courts, in a fiscally responsible manner and report on funding expenditures and Program revenues.
7. Submit quarterly reports to the Milwaukee County Clerk of Circuit Courts that include Program Outcomes, Number of Applications, and Lender Participation.

Position Descriptions – Attachment “A”

Metro Milwaukee Foreclosure Mediation Program

Executive Director/Chief Mediator- Debra Tuttle

The Chief Mediator will provide and supervise mediation services for the Metro Milwaukee Foreclosure Mediation Program serving Milwaukee and Waukesha County. The Chief Mediator will set policy, provide training and engage in mediation, as well as supervise all mediators and law students engaged in the MMFMP mediation program. The Chief Mediator will work with Board of Directors, and with the guidance of the MMFMP Advisory Committee, to administer the Foreclosure Mediation Program. The Chief Mediator will serve as a liaison between the Mediation Program and appropriate court personnel and will be responsible for overall program success.

Responsibilities:

1. Implement policies and procedures for foreclosure mediation in Milwaukee and Waukesha County in consultation with the MMFMP Director of Operations.
2. Manage a mediation caseload of foreclosure cases to assist parties in developing agreements that enhance neighborhood stability and are mutually beneficial to the participants. Provide foreclosure mediation.
3. Maintain up-to-date roster of qualified attorney mediators to hear additional cases; verify mediators have completed the necessary training or demonstrate the necessary experience to participate in the MMFMP.
4. Review case files and documents to verify cases are appropriate for mediation. Disseminate information regarding the availability of case review services through participating legal services organizations.
5. Assigns mediators and co-mediators to cases.
6. Maintain information and referral processes, so that parties in mediation receive referrals to appropriate community resources, attorney representation, or other resources as needed.
7. Supervise all mediators and student observers. Provide for program orientation and ongoing training of all mediators.
8. Maintain necessary program data and work collaboratively with the Clerk of Circuit Courts office to ease program administration.
9. Oversee all financial aspects of the program, including procuring risk management services, accounting for all revenues and expenditures, quarterly reports, audits or reviews and tax accounting.

10. Procures and maintains all licensing or permissions that are necessary by any governmental unit to engage in foreclosure mediation services.
11. Ensures compliance with employment, wage and hour, and employment regulations governing the employment relationships of all staff.
12. Enforce ethical standards for mediators and employees and review and adopt best practices for the foreclosure mediation activities from other jurisdictions.
13. Oversee public relations of the Corporation and Program.
14. Manage all grants, allocations, and fees. Provide for program sustainability and fiscal responsibility.

Metro Milwaukee Foreclosure Mediation Program
Director of Operations/Lead Mediator – Amy Koltz

The Director of Operations will work with the Chief Mediator/Executive Director to administer and promote the Foreclosure Mediation program. The Director of Operations will serve as a liaison between law students, attorneys, mediators, bar association pro bono programs and nonprofit housing counseling agencies.

Responsibilities:

1. Coordinate the activities of the Metro Milwaukee Foreclosure Mediation Program.
2. Promote the Foreclosure Mediation Program in the community, ensuring key stakeholders including judges, lenders, servicers, housing counseling agencies, and distressed communities are aware of the availability of mediation and the process by which referrals may be made.
3. Recruit Wisconsin licensed attorneys and experienced mediators to participate in the program. Coordinate scheduling of mediation sessions and interaction with all necessary parties.
4. Review and evaluate requests for mediation and match with mediators. Schedule all mediation sessions. Coordinate coverage with Chief Mediator. Provide ongoing case management services, including providing and managing referrals to housing counseling agencies, maintaining case files, and ensuring proper submission of mediation reports and settlement discussions.
5. Process all notices, mailings, and documents associated with the program. Oversee responses to telephone inquiries regarding the program. Maintain any public information, including a website regarding the program.
6. Establish and maintain a continuous quality improvement system for the Program.
7. Measure and report activity and outcomes by grant conditions. Complete administrative reports required by funding entities. Prepare an annual program report.
8. Manage technology to create efficient and effective communication, data storage and data management systems.

Schedule "B" Assets of Metro Milwaukee Mediation Services, Inc.

COMPUTERS/MONITORS	
<i>Quantity</i>	<i>Item Description</i>
1	HP Desktop Computer (AK)
1	HP Monitor (AK)
1	HP Laptop (DT)
1	HP Desktop Computer (MAH)
1	HP Monitor (MAH)
1	HP Laptop (Student)
2	HP Desktop Computer (NS & CH)
2	Monitors (NS & CH)

COMPUTER HARDWARE	
<i>Quantity</i>	<i>Item Description</i>
1	Linksys Wireless-G Broadband Router
1	Cables to Go Network Cable 50FT
1	ASA 5505 Appliance w/ SW (incl peripherals & software)
1	SMARTNET
1	Belkin CAT5 150FT Gray Cable
1	Cables to Go Network Cable 50FT

COMPUTER SOFTWARE	
<i>Quantity</i>	<i>Item Description</i>
10	Practice Master/Tabs-3

OFFICE FURNITURE (CHAIRS)	
<i>Quantity</i>	<i>Item Description</i>
2	Basyx Hi-Back Executive Chair (Gray)
1	Office Max Hi-Back Exec Chair (Gray)
3	Ergonomic Desk Chairs (Gray)

OFFICE SUPPLIES	
<i>Quantity</i>	<i>Item Description</i>

PHONES	
<i>Quantity</i>	<i>Item Description</i>
2	Aastra Analog Phone
2	Aastra Analog Phone

1	Laptop Speaker Phone Attachment (DT)
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PRINTERS/SHREDDER	
<i>Quantity</i>	<i>Item Description</i>
1	HP OfficeJet H470wbt
1	Canon D1170 B/W MF Laser Printer w/ 500-sheet paper tray & warranty
1	Fellowes Shredder

Schedule "C" Personal Property Used by MMMS Inc., owned by Milwaukee County Clerk of
Circuit Courts

1. Four work station/desk units
2. lateral file cabinet
3. Four shelf units
4. Polycom speaker phone
5. work table
6. Shared use of conference space

MEMORANDUM OF AGREEMENT

BETWEEN THE WISCONSIN DEPARTMENT OF JUSTICE AND MILWAUKEE COUNTY

I. PURPOSE

This agreement is entered into between the Wisconsin Department of Justice (DOJ) and Milwaukee County, a Wisconsin Municipal Corporation, by the Clerk of Circuit Court, (Milwaukee County) for the purpose of providing financial support to Milwaukee County for costs related to the Metro Milwaukee Foreclosure Mediation Program (MMFMP) for the period beginning March 1, 2012 and ending when grant funds are exhausted, estimated at this time to be December 31, 2012.

This agreement shall become effective only upon a resolution passed by the Milwaukee County Board.

II. FUNDING

In 2009, DOJ secured funding pursuant to a Stipulated Judgment obtained by DOJ in a legal action against Countrywide Financial Corporation. At that time, DOJ allocated \$153,581.00 to Marquette University for the first fiscal year of the MMFMP (June 2009 through June 2010) to provide staffing support for Marquette's costs of participation in the MMFMP and other related foreclosure mediation activities throughout the State of Wisconsin.

In 2010, DOJ allocated an additional \$282,802.00 to Marquette for MMFMP's second fiscal year (June 2010 through June 2011). The funds were used to support one fulltime attorney-mediator and/or additional staffing, as well as to defray costs associated with the expansion of the program, including, but not limited to, office and travel expenses, incurred in working with counties outside Milwaukee to establish mediation programs and train potential mediators.

Under the 2010 MOA, DOJ also set aside funds to be used towards a third fiscal year of MMFMP. DOJ and Marquette entered into a Second Revised and Restated Memorandum of Agreement, under which DOJ allocated to Marquette \$230,000.00 to be used towards a third year of operation of the MMFMP program, from July 1, 2011, through June 30, 2012.

It subsequently became apparent that the existing funding would permit the MMFMP program to continue beyond June 30, 2012. Marquette decided not to continue to sponsor MMFMP beyond June 30, 2012. DOJ, the principals of MMFMP, and MMFMP's Advisory

Committee¹ determined that they would attempt to transition to a new sponsor before June 30, 2012, in order to facilitate a smooth transition of the program. Marquette agreed to cooperate in this effort by providing information regarding administration and conveying program assets as directed by the DOJ.

Under the Second Revised and Restated Memorandum, DOJ has paid to Marquette \$115,000 for the third year of program operation, some of which Marquette has not expended toward MMFMP as of the date of this Agreement. In addition, there are excess funds held by Marquette for prior grant years.

Following Marquette's decision not to extend administration MMFMP beyond June 30, 2012, the Milwaukee County Clerk of Courts determined that it would administer the program. On February 2, 2012, the Milwaukee County Board of Supervisors adopted a Resolution authorizing the Clerk to receive grant funds, and to procure a contractor to operate MMFMP beginning on March 1, 2012. DOJ agrees to pay to the Milwaukee County Clerk of Courts for the purposes of administering MMFMP the amount of \$115,000, which reflects the amount remaining undisbursed under the Second Revised and Restated Memorandum and now held by DOJ. Through an Amendment to the MOU, by February 29, 2012, Marquette will return to DOJ \$50,000 of excess funds, and by April 30, 2012, Marquette will return to DOJ all unexpended funds for all grant periods through February 29, 2012. DOJ will pay all of those amounts to the Clerk of Courts for the purposes of administering MMFMP.

III. ADMINISTRATION OF MMFMP BY MILWAUKEE COUNTY CLERK OF COURTS

Funds paid pursuant to this Agreement shall be used to support one Attorney-Mediator and one full-time Case Manager/Administrator plus administrative support.

If the Milwaukee County Clerk of Courts determines that it is necessary to redirect or transfer funds allocated under this MOA to effectively implement the mediation program, it may use or transfer funds to vendors it chooses so long as those funds are used for expenditures directly related to the Milwaukee Metropolitan Foreclosure Mediation Program.

¹ The Advisory Committee consists of 12-15 individuals and is the successor to the Milwaukee Foreclosure Partnership Initiative, (intervention Sub-Committee) representing a cross section of community interests all committed to work together to formulate and implement policies and programs to address the foreclosure crisis since 2008.

IV. PAYMENT DISTRIBUTION AND REPORTING

Funds provided to Milwaukee County Clerk of Courts shall be distributed on a quarterly basis beginning on March 1, 2012, with such quarterly payments continuing until grant funds are depleted. The Clerk of Courts shall send invoices prior to each quarterly distribution to:

John M. Martin
Bureau of Budget and Finance
Wisconsin Department of Justice
P.O. Box 7857
Madison, WI 53707-7857

The Clerk of Courts shall provide the DOJ liaison with periodic reports of the mediation program, and the activities of the positions to be funded under this MOA, and shall include in such reports information on program implementation, program structure, volume of requests and cases, program revenue, and other information requested by DOJ.

V. LIAISONS

Liaison between DOJ and the Milwaukee County Clerk of Courts shall be made through the following contacts:

Steven P. Means
Executive Assistant
Division of Legal Services
Department of Justice

John Barrett
Milwaukee County Clerk of Courts

VI. DURATION

This agreement shall cover the period from the date of execution by all parties and ending when grant funds are exhausted, projected to be December 31, 2012.

WISCONSIN DEPARTMENT OF JUSTICE

MILWAUKEE COUNTY CLERK OF COURT

By: St. P. Means

By: James J. Smith

Dated: 2-15-12

Dated: 2/22/12

