

PROFESSIONAL SERVICE CONTRACT

Gavin de Becker & Associates, L.P.

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by its Office of the County Executive, and Gavin de Becker & Associates, L.P. (hereafter called "Contractor," "We"), is entered into on _____, 2015.

1. SCOPE OF SERVICES.

Contractor shall provide personal protective coverage and logistical support for Chris Abele within the terms set forth in this Contract and all attachments thereto.

Contractor will provide and administer the assignment of [REDACTED] in Milwaukee, Wisconsin. [REDACTED] Contractor will also provide a standard Chevrolet Suburban (or similar make/model). Contractor will supplement that coverage with any additional requests for service at additional charge.

The Contract consists of the following documents listed below in the order of precedence that will be followed in resolving any irreconcilable inconsistencies within the terms of these documents or between the Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

- a) This Professional Service Contract
- b) July 8th, 2015 Letter of Agreement

2. STAFFING.

Contractor's employees listed below are to be assigned to the project and work the approximate hours listed below:

[REDACTED]

Contract shall not replace [REDACTED] without the prior approval of the County. If the successor to said [REDACTED] cannot be mutually agreed upon, the County shall have the right to terminate this Contract upon thirty (30) days' notice. Any replacement of other listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. [REDACTED] shall be required to give this contractual obligation top priority.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

3. DATES OF PERFORMANCE.

The term of this Contract shall be from June 1st, 2015 through December 31, 2015, or until such time as either party notifies the other of its termination, as provided herein.

4. COMPENSATION.

If the County pre-pays services monthly, the County is eligible for a lower hourly rate, in this case,

[REDACTED] This rate is based upon the expectation of [REDACTED]
[REDACTED] in Milwaukee, Wisconsin. This rate also includes the provision of a standard Chevrolet Suburban (or similar make/model), including **all related** costs (maintenance, insurance, gas etc.). [REDACTED]
[REDACTED]

Please refer to Section BB of the July 8th, 2015 Letter of Agreement for additional provisions regarding compensation.

5. BILLING.

Contractor shall provide County with monthly billings, which shall include, but not be limited to, the following:

- A. Name
- B. Dates and hours worked
- C. General task performed
- D. Detail out-of-pocket expenses, indicating their purpose such as telephone, **travel**, hotel, graphic reproduction, postage, etc., for these expenditures provided for in the Contract.

The County shall be responsible to pay for the first [REDACTED]
[REDACTED] up to a maximum of \$95,000 during the term of the Agreement. Chris Abele shall be responsible to pay for the remainder of the services during the term of the Agreement.

6. OWNERSHIP OF DATA.

County shall be entitled to retain a copy of any documents created by or on behalf of Contractor and relating to or arising out of the work performed hereunder, which documents would potentially be subject of a demand or request for public documents under the Freedom of Information Act or similar state laws or regulations and/or to permit County to comply with any public disclosure or public record retention obligations. Such documents shall be maintained as confidential until and unless County is under legal obligation to produce same. GDBA shall remain the sole owner of all right, title and interest in all documents, materials, reports, etc., used or created in the course of providing the above services. GDBA shall be notified of any request through which any materials

created or provided by GDBA may be produced by County and shall be informed of what, if any, such materials are, in fact, produced by County.

Notwithstanding the foregoing, County understands that any substantial disclosure of safety or security protocols, security practices and procedures, tactics, and/or plans may significantly reduce the efficacy of such functions. GDBA reserves the right to seek injunctive relief and/or relevant protective orders to prevent the disclosure of materials and documents which disclosure, in its reasonable opinion, would represent a substantial risk of injury or death of GDBA personnel.

7. AUDIT AND INSPECTION OF RECORDS.

Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to three years after completion of the Contract. The prime consultant must obtain prior written Milwaukee County approval for all subconsultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime consultant and its County approved subconsultant and/or associates which binds the subconsultant to the same audit contract terms and conditions as the prime consultant.

8. AFFIRMATIVE ACTION.

Pursuant to the Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), in the performance of work or execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability or handicap, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The contractor will post in conspicuous places, available for employment, notices to be provided by the county setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

The Contractor also assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

9. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment as set forth in the preceding paragraph 8.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and

other protected groups, at all levels of employment, in all divisions of Contractor's workforce, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

10. INDEMNITY.

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers Compensation Laws, or liability for damages including suits at law or in equity, caused by any intentional or grossly negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

County agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, Contractor, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers Compensation Laws, or liability for damages including suits at law or in equity, caused by any, intentional, or grossly negligent act or omission of County, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

11. INSURANCE.

The Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The Contractor shall provide evidence of the following coverages and minimum amounts:

Type of Coverage

Minimum Limits

Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

Milwaukee County will be named as an additional insured for General, Automobile, Garage Keepers Legal Liability as respects the services provided in this Contract. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Contract.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.

A.1. Compliance with Governmental Requirements.

Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State Laws.

A.2. Professional Liability – Additional Provisions.

Contractor agrees to provide additional information on their professional liability coverages as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to the County Director of Risk Management and Insurance as may be requested to obtain approval of coverages as respects this section.

It is understood and agreed that coverages which apply to the services inherent in this Contract will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

The Contractor shall certify and make available loss information from any Insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

The Contractor shall certify to inform the County of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the Contractor prior to the Contractor effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Contractor.

It is understood that the Contractor will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

12. PERMITS, TAXES, LICENSES.

Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

13. TERMINATION BY CONTRACTOR.

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount which may become due hereunder for a period of forty five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage. Contractor may terminate this contract immediately with written notice upon the public disclosure, by County, whether or not under legal obligation to do so, of information or material which creates a substantial risk of injury or death to GDBA personnel.

14. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR.

If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

15. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY.

The County further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

16. 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 of it hereunder.

17. SUBCONTRACTS.

Assignment of any portion of the work by subcontract must have the prior written approval of County.

18. ASSIGNMENT LIMITATION.

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

19. PROHIBITED PRACTICES.

A. Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest.

B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

20. NOTICES.

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor: Gavin de Becker & Associates, L.P. To County:

Attn.: Joshua Gausman
Address: 11684 Ventura Blvd, Suite 440
Address: Studio City, CA 91604

Attn.: Christine Westrich
Address: Office of Emergency Management
Address: Milwaukee County Courthouse
Address: 901 N. 9th St., Room 308
Address: Milwaukee, WI 53233

Either party may designate a new address for purposes of this Contract by written notice to the other party.

21. MISCELLANEOUS.

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 agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Gavin de Becker & Associates, L.P.

By: _____ Date: _____
Joshua Gausman, Chief Operating Officer

Office of the County Executive

By: _____ Date: _____
Chris Abele, County Executive

SIGNATURE PAGE FOLLOWS

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

Reviewed by:

Approved for execution:

By: _____ Date: _____
Risk Management

By: _____ Date: _____
Corporation Counsel

Reviewed by:

By: _____ Date: _____
Office of Emergency Management

Approved:

By: _____ Date: _____
Comptroller

Approved:

By: _____ Date: _____
County Executive

Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _____ Date: _____
Corporation Counsel