

PROFESSIONAL SERVICES CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by the Department of Administrative Services – Information Services Division and Plante & Moran, PLLC with its principal place of business at P. O. Box 307, Southfield, MI (hereinafter called "Contractor") is entered into on September 21, 2015.

This Agreement sets forth the terms and conditions under which Contractor agrees to provide County with professional services. Each individual professional services assignment, or statement of work, under this Agreement shall be set forth in a schedule in the form attached hereto as Attachment A ("Schedule"). Each Schedule will be separately executed, and when so executed, is hereby incorporated by reference and becomes a part of this Agreement. Terms and conditions of this Agreement shall supersede any contrary terms and conditions of any Schedule. Each Schedule, together with the terms and conditions of this Agreement, shall constitute and be construed as a separate agreement.

1. PROPOSALS, CHANGE CONTROL, ACCEPTANCE

1.1. **Scope of Work.** The terms of a Schedule, together with any exhibits referenced herein or therein, shall define the scope of services for a particular assignment under this Agreement. Each Schedule shall specify the project objectives, County responsibilities (if any), Deliverables (if any), Contractor pre-existing material (if any), due dates, fees, the parties' respective Project Manager, and any other information relevant to the assignment and its successful completion. The Schedule, exhibits, detailed instructions, and task descriptions agreed to in writing by the parties' respective Project Managers collectively constitute the "Specifications" for the services to be performed by Contractor under any Schedule.

1.2. **Project Managers.** On each Schedule, the parties shall designate the name and telephone number of a Project Manager who shall be responsible for representing that party in all matters regarding the assignment governed by such Schedule. All transfer of Deliverables and communications regarding the scope of services under such Schedule shall be accomplished through the Project Managers. In addition, the Project Managers shall arrange and attend any progress review meetings, be responsible for ensuring that each party's responsibilities have been met on a timely basis and control all changes to the written Specifications. Either party may change the person designated to be its Project Manager for any Schedule at any time upon written notice to the other party's Project Manager.

1.3. **Change Control.** During the course of an assignment hereunder, County may desire a change in the scope of the Specifications. Requests for changes are to be made in writing and delivered to the Contractor Project Manager. Both parties' Project Managers shall review the proposed change and either approve it for further investigation or reject it. The investigation shall determine the effect that the implementation of the change shall have on the Specifications and other terms and conditions of the Agreement. Upon completion of the review, any changes in Specifications or other terms shall be documented in writing and signed by the parties' respective Project Managers. If, despite diligent and good faith negotiations, the parties fail to agree on the character or effect of a change to the Specifications, then at County's option (a) Contractor will continue performing the services without changes to the Specifications, or (b) Contractor, immediately upon written notice from County, will cease performing the services and Contractor will receive payment for services performed up to the time of such notice from County in accordance with the terms of this Agreement and the affected Schedule.

1.4. **Acceptance.** Notwithstanding anything to the contrary, all of Contractor's services and Deliverables will be subject to review and written acceptance by the County Project Manager based on the requirements of this Agreement, as well as the applicable Schedule and Specifications, and no payment will be due before such acceptance, which will not be unreasonably withheld. Contractor will correct all deficiencies found during such review at no charge to County. Any claims that County may have under this Agreement will survive such review, acceptance and payment Contractor shall specifically perform all of the tasks set forth in the Response to RFP dated April 24, 2015, attached hereto as Schedule 1 to Attachment A.

2. **STAFFING**

Contractor represents that they possesses the necessary skill, expertise, and capability, to perform the services required by this Contract. .

3. **OFFICE SPACE AND OTHER SUPPORT TO BE PROVIDED BY COUNTY**

County hereby agrees to make available, without charge to Contractor, office space and office furniture, office equipment and photocopying needed by Contractor for the performance of its services agreed to within this Contract.

4. **DATES OF PERFORMANCE**

Contractor shall begin work on or about September 21, 2015 and/or as stated in the attached Schedule 1 of Attachment A.

5. **COMPENSATION**

The total compensation to Contractor for services performed under the Contract shall not exceed \$ 297,400 unless agreed to by County in writing. There shall be no travel or other reimbursable costs associated in the performance of the Services. All charges are exclusive of taxes. Services and expenses shall be invoiced monthly as incurred during that invoice period. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days. If no disputes arise, and the invoice has not been paid 60 days after it was received by the County, the contractor may file a claim for 12% (annual rate) on amounts not paid after the 60th day.

6. **BILLING**

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

- A. Name of employee
- B. Dates and hours worked
- C. General task performed

7. **TAXES**

Milwaukee County is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

8. REPORTS

Contractor shall provide written progress reports or oral presentations to County as directed by the County Chief Information Officer or designee.

9. OWNERSHIP OF DATA

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records; computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

10. AUDIT AND INSPECTION OF RECORDS

Pursuant to §56.30(6)(d) of the Milwaukee County Code of Ordinances, the Vendor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party the Milwaukee County may name, when and as they demand, to audit, examine and make copies of records in any form and format, meaning any medium on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created or is being kept by Vendor, including not limited to, handwritten, typed or printed pages, maps, charts, photographs, films, recordings, tapes (including computer tapes), computer files, computer printouts and optical disks, and excerpts or transcripts from any such records or other information directly relating to matters under this Agreement, all at no cost to Milwaukee County. Any subcontracting by the Vendor in performing the duties described under this contract shall subject the subcontractor and/or associates to the same audit terms and conditions as the Vendor. Vendor (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three years after the conclusion of each contract term.

11. AFFIRMATIVE ACTION

The contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as re-created by 14 CFR Part 152, Subpart E, to the same effect.

12. DISADVANTAGED BUSINESS ENTERPRISE

Contractor shall comply with Milwaukee County Ordinance 42 and CFR 49 Part 23, which have an overall goal of seventeen percent (17%) participation of certified disadvantaged, minority and/or women business enterprise (DBEs) on professional service contracts. In accordance with this, the

Contractor shall ensure that DBEs have the maximum opportunity to participate in this project. The specific goal for this project is seventeen percent (17%).

13. 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 because of race, color, national origin, age, sex, or handicap, 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. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by County, setting forth the provisions of the non-discriminatory clause.

Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Attachment B 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 work force, 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 this 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.

14. 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 wrongful, intentional, or 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.

County agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, Contractor, and its owner, from and against all loss or expense including costs

and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of County, its agents, officers, and employees.

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.

15. INSURANCE

The Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. 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:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation	Statutory/waiver of subrogation
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Bodily Injury & Property Damage	\$2,000,000 Aggregate
Personal Injury	\$1,000,000 Per Person
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Professional Liability	
Errors & Omissions	\$1,000,000 Per Occurrence
Refer to paragraph A.2. for additional conditions	
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin requirements

Milwaukee County will be named as an additional insured for General 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.

16. PERMITS, TAXES, LICENSES

Contractor is responsible for all necessary permits, licenses, fees and taxes required to carry out the provisions of this contract. The financial burden for such expenses rests entirely with the Contractor providing the service under the contract.

17. 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.

18. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, County shall thereupon 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.

19. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

County further reserves the right to terminate this Contract at any time for any reason by giving Contractor thirty (30) days' written notice by Certified Mail of such termination. In the event of said termination, 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.

20. FUNDING

If funds are not appropriated for payment of this contract, Milwaukee County may terminate the contract upon thirty (30) days' written notice without any early termination penalties, charges, fees, or costs of any kind to Milwaukee County.

21. COOPERATION UPON TERMINATION

Contractor must cooperate with the Milwaukee County in the event of termination so as to ensure that Milwaukee County can maintain continuity of service delivery. Such cooperation will include the provision to Milwaukee County of the names, addresses and telephone numbers of personnel, independent Contractors and subcontractors as well as salaries, organizational charts, certifications, lists of all subcontractors with names, addresses and telephone numbers with M/W/DBE designation as appropriate, and any other necessary information to ensure that Milwaukee County can maintain continuity of service delivery addressed in this Agreement. Contractor must provide said information prior to the effective date of the termination or contract end.

22. 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.

23. SUBCONTRACTS

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

24. 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.

Contractor is prohibited from assigning this Agreement, in whole or in part, without the prior written consent of the County, evidenced by a resolution that has been fully adopted by its Board of Supervisors. Notwithstanding the foregoing, Contractor may, with 21 days written notice to Milwaukee County assign this Agreement in its entirety to any entity that acquires all of substantially all of the assets of Contractor.

25. CONTRACTOR CONDUCT

If there is a Request for Proposal (RFP) or an Invitation to Submit a Proposal (ISP) associated with this Contractor, during the time that the RFP or ISP is in process, i.e. from the date an RFP is issued by Milwaukee County to the date Contractor is selected and a contract is executed, if applicable, no gratuities of any kind may or will be accepted by any County employee or official from the Proposer's employees, agents or representatives including contributions, meals, gifts or trips, except as provided for as reference site visitations and/or during oral presentations and finalist evaluations. Violation of these conditions will constitute immediate disqualification and termination of this Contract.

26. CODE OF ETHICS

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/her immediate family, and no County Officer or his/her immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees vote, official action or judgment would be influenced thereby.

During the period of this Contract, Contractor shall not hire, retain or use for compensation any member, officer, or employee of the County or any person who, to the knowledge of Contractor, has a conflict of interest.

27. NON-CONVICTION FOR BRIBERY

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

28. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by U.S.P.S. Certified or Registered mail, postage prepaid, addressed to Laurie Panella, Milwaukee County IMSD, 633 West Wisconsin Avenue, Suite 1100, Milwaukee, Wisconsin 53208; and notices to Contractor shall be sufficient if sent by U.S.P.S. Certified or Registered mail, postage prepaid, to Adam Rujan, Plante Moran, 274 Northwestern Hwy., Southfield, MI 48034; or to such other respective addresses as the parties may designate to each other in writing from time to time.

29. MEDIA RELEASES AND CONTACT

Contractor's staff, independent contractors and subcontractors shall be restricted from releasing any information about the contract or events occurring within a County facility to a public forum or to the media without the authorization of the County and coordinated through the parties' public information representatives.

30. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement 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, regulations and orders.

31. SEVERABILITY OF PROVISIONS

If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be held invalid for any reason whatsoever, then such covenants, agreements, provisions, or terms shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

32. WAIVERS

No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced. Any failure to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed a waiver of such terms or condition, nor shall any waiver or relinquishment of any right or power hereunder at any time or times be deemed a subsequent waiver or relinquishment of such right or power.

33. BINDING EFFECT

This resulting agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. By mutual agreement, the parties may, from time to time, promulgate scope of service documents to define the scope of services. Such scope of service documents will be incorporated into the contract agreement. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal laws, rules, regulations and orders.

34. ADDITIONAL CONTRACTUAL TERMS

Contractor Personnel. Contractor shall provide, as described in the SOW and/or Contractor's response to the RFP, all personnel necessary to perform the services and tasks described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with Milwaukee County. Contractor may not replace or substitute any specific individuals identified in the SOS without the prior written consent of Milwaukee County. It is understood that any replacement person or persons shall possess substantially equivalent training, skills and levels of competence as the person or persons replaced. Milwaukee County shall have the right to request and require removal of personnel assigned by Contractor to this project and to approve replacement personnel.

Guaranteed Most Favorable Terms. Contractor certifies and agrees that all of the prices, terms, warranties and benefits granted by Contractor herein are comparable to or better than those offered by Contractor to other State and Local Government customers contracting under the same material terms and conditions. As used herein, material terms and conditions include those terms related to the execution of this contract for services procured under this contract and any related pricing. Should Contractor announce a general price reduction or make available to other State or Local Government customers more favorable terms or conditions with respect to any of the services contained in the SOW, such prices, terms and conditions will be made available to Milwaukee County upon the date the general price reduction or more favorable terms and conditions become effective.

Confidential Information. All information obtained or maintained by Contractor of a confidential nature will be kept by Contractor in a confidential manner in compliance and accordance with all applicable State and Federal laws or regulations.

Compliance with Laws. Contractor agrees to comply with all applicable Federal, State, County, and Local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards and regulations of accreditation agencies or bodies. Contractor agrees to hold Owner harmless from any loss, damage, or liability resulting from a violation on the part of contractor of such laws, rules, regulations, policies, procedures, standards or ordinances.

35. TECHNOLOGY DIRECTIVE

Contractor hereby attests that it has been furnished with a copy of Milwaukee County's Use of Technologies Policy (Attachment C) which prohibits the inappropriate use of County-provided technology resources. Contractor acknowledges that it has familiarized itself with Milwaukee County's Use of Technologies Policy and that it specifically agrees that it will make its employees and agents aware of the provisions of said policy. County may, at its discretion, require specific users of County-provided technology, to sign a "User Statement" acknowledging receipt of a copy and awareness of Milwaukee County's Use of Technologies Policy.

REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, This Agreement executed the day and year first above written.

FOR MILWAUKEE COUNTY

Laurie Panella _____ 9/9/2015
852C38E74804430
 Laurie Panella, CIO (Date)
 Information Management Services Division

**REVIEWED AS TO DISADVANTAGE
 BUSINESS ENTERPRISE REQUIREMENTS**

**Approved with regards to
 County Ordinance Chapter 42**

DocuSigned by:
Rick Norris _____ 9/9/2015
AD4C84D4003E450
 Community Business (Date)
 Development Partners

REVIEWED AS TO THE INSURANCE REQUIREMENTS

DocuSigned by:
 _____ 9/9/2015
E464E4CA2D21452
 Risk Manager (Date)
 Office of Risk Management

**Approved as to form and Independent contractor status
 By Corporation Counsel**

DocuSigned by:
Colleen Foley _____ 9/10/2015
2B6B7A7182A84E3
 Corporation Counsel (Date)

DocuSigned by:
 _____ 9/10/2015
F7357A950B0643E
 Comptroller (Date)
 Office of the Comptroller

DocuSigned by:
 _____ 9/14/2015
2E380B33A2C0443
 Chris Abele, County Executive (Date)
 Office of the County Executive

**Approved as compliant under
 Sec.59.42(2)(b)s, Stats**

 Corporation Counsel (Date)

Attachment A
(See next page for Schedule.)

County Schedule A

Schedule Effective Date: 9/21/2015
Schedule Term: 12/31/2015
Project Manager: Paul McAllister
Telephone: 414.278.7975

This Schedule is subject to and made a part of the Professional Services Agreement by and between Milwaukee County, ("County") and Plante & Moran ("Contractor"), with an Effective Date of 09/21/2015 (the "Agreement"). All capitalized terms used in this Schedule are as defined in the Agreement, unless otherwise expressly defined herein.

Objective/Scope of Services to be Performed as originally identified in the Contractor's Response to the County's RFP, and as noted and attached to this Schedule:

Services to be rendered by Contractor:

Phase Objective and Summary of Activities: The purpose of this phase is to conduct a thorough review of the current ERP environment and determine a future direction in which to proceed. Activities to be included in this phase are as follows:

- Meet with staff to begin the establishment of expectations and vision for a future environment composed of new technologies, changes in business operations and organizational structure
- Obtain and review relevant documents to obtain background information on the current and desired ERP environment
- Assess the County's current technology infrastructure and ERP environment
- Conduct departmental interviews
- Develop an ERP Feasibility Study encompassing the various functional areas in the County
- Understanding of current technical environment
- Established future vision related to people, processes and technologies
- Established staff expectations on a future environment with a new ERP
- Knowledge of current financial management and human resources work processes
- Interview Schedules
- Infrastructure Assessment
- Critical and Unique System
- Requirements and interfaces
- ERP Feasibility Study

1. Conduct Project Kick-Off Meeting

We intend to conduct a Project Kick-Off Meeting at the start of the project to communicate to the pertinent County stakeholders as to the following:

- Project objectives
- Project timing
- Project outcomes
- Activities to be conducted
- Expected County time commitment

2. Review Documents

Plante & Moran will review existing documentation to gain a comprehensive understanding of the County's financial management operations and current technologies. Documents to be reviewed include the following:

- Mission Statements
- Relevant operating policies and procedures
- Relevant process and function descriptions/handbooks
- Pre-existing workflow documentation/flowcharts
- Organizational charts
- Cost models, current operating budget detail, purchasing plans for pertinent technology, etc.
- Relevant hardware, software and communications diagrams, and/or other documents, illustrating the layout, networking, etc.
- Listing of additional "shadow systems" and non-integrated systems
- Critical systems to be interfaced with the new software
- Outstanding enhancement requests on current relevant systems
- Locations of all sites involved in the project, identification of sites that share common property, identification of sites to be visited, and schedules of staff for visits
- Current CGI/AMS licensing information
- Outcomes of any previous studies that are pertinent to the project
- Budget information related to use of the ERP

3. Conduct Departmental Interviews

After reviewing the documentation collected, Plante & Moran will conduct interviews with departments directly involved with the County's municipal management business processes. During the interviews, we will discuss key current business and technological workflows and processes within the County in preparation for follow-up cross-functional review sessions. These interviews will address the following areas:

- Inventory of existing business processes
- Identification of process deficiencies/limitations and discussion of proposed solutions
- Identification of shadow systems that have been developed
- Plans for process changes over the near-to-long term

4. Conduct Cross Functional Operational Review Sessions

Interview teams of individuals directly involved in the business processes conducted within the County. These sessions will include staff, supervisory personnel, key internal customers, and information technology representatives to identify and discuss key work flow processes. This cross functional approach of involving staff and internal customers is suggested to provide a broad understanding of the processes and their impact on each unit's operations and new financial information technology requirements. Includes key departmental representatives in order to assist in a successful change management process to address the following:

- Existing and relevant operational and technological processes and workflows
- Relevant methodologies, policies and procedures
- Interaction with Clients, the State, outside agencies, and the County
- Usage of enabling technology systems
- Issues and opportunities within each of the process areas
- Plans for technology and process changes over the near-to-long term

- Identification of deficiencies and limitations within existing systems and processes

Educational

- Advantages/Disadvantages of a new integrated ERP in open environments
- Advantages/Disadvantages of re-designed and technology-enhanced processes
- Costs and benefits of re-designed and technology-enhanced processes

Investigative

We anticipate conducting operational reviews for the following ERP business processes listed below:

- General Ledger
- Accounts Receivable
- Accounts Payable
- Fixed Assets
- Procurement
- Human Resources
- Payroll/Time and Attendance
- Inventory
- Budget Management

These sessions will focus on reviewing sub-functions that are performed within each of the areas above to discuss both system and operational areas. For example, within Procurement we will facilitate discussions around the following areas:

- Vendor Record
- Vendor Performance
- Requisition Processing
- Pre-encumbrance / Encumbrance Accounting
- Bid / Quote Management
- Contracts / Blanket Orders
- Approval Processing
- Purchase Order Processing
- Purchase Order Inquiry
- Receiving
- Inventory Replenishment
- Payment & Check Processing
- 1099 Processing
- Purchasing Policy Enforcement
- Interfaces / Integration
- E-Procurement

5. Assess the County's Information Technology Infrastructure

Plante & Moran will gather technical information from County staff directly involved with supporting the current technical environment. The results of reviewing documentation and staff discussions will allow us to identify and document the legacy technologies, infrastructure, and facilities. The potential implementation and administration of a new software solution will require a thorough and responsive support and communication infrastructure. This activity will include a write up of the current IT Infrastructure and related technologies which will be incorporated into the RFP.

6. Conduct ERP Vendor Market Research

To supplement information Plante & Moran has on existing Tier 1 and Tier 2 ERP solution providers, Plante & Moran will perform market research by gathering relevant information based on prior work steps, from representative vendors. The approach for this activity may include the development and execution of

a RFI to those vendors. This information from this market research activity will be used in helping to project one-time and on-going costs for implementing and supporting various ERP solutions including a possible ASP solution. Plante & Moran will include information pertaining to certain expectations on capabilities of the products themselves.

7. Develop Alternative Total Cost of Ownership (TCO) Projections

Based on our experience in working with various providers of Tier 1 and Tier 2 ERP solutions and information pertinent to the County itself, Plante & Moran will develop multiple distinct TCO projections to include upgrade, expansion or replacement of existing ERP products. Cost estimates, both initial and ongoing, will be determined in the following cost categories:

Initial Implementation / Upgrade Costs:

- **Software vendor(s):**
 - o Software installation services
 - o Training services
 - o Implementation services
 - o Project management services
 - o Report development assistance
 - o Conversion services
 - o Software modifications
 - o Interface development
 - o Process redesign assistance
 - o Forms development services
 - o Testing assistance services
 - o Documentation services
 - o Travel and lodging costs
 - o Prime contractor responsibilities
- **County staff costs (hard and soft costs):**
 - o Staff overtime
 - o Staff supplementation
 - o Staff rewards during implementation
 - o Project management office related costs
- **County infrastructure costs:**
 - o Upgraded desktop hardware and software
 - o Upgraded network infrastructure
 - o Upgraded data center
 - o Other new technology
 - o Disaster recovery plan
 - o Software escrow agreement
- **Other County costs:**
 - o Staff travel for training
 - o Training area establishment
 - o Documentation development
 - o Performance bond
 - o Commodities & supplies
 - o IT Department chargeback

- **License fees:**
 - Software
 - Database
 - Report writer
 - Operating system
 - Other software
- **Hardware purchase and installation**
 - Server
 - Storage
 - Capture devices
 - Field computing

On-Going Costs:

- **Maintenance fees:**
 - Software
 - Database
 - Report writer
 - Hardware
 - Other
- IT staff support costs
- Other staff support costs
- Infrastructure costs
- Periodic vendor update assistance
- Upgrade analysis & interface re-design
- ASP service costs
- Escrow Agreement

8. Develop Alternative Return on Investment (ROI) Analysis

To make the determination as to the feasibility of remaining, upgrading, expanding or replacing the current ERP, an ROI analysis will be completed for each option. Both measurable organizational benefits and intangible benefits will also be addressed.

9. Prepare and Present ERP Feasibility Analysis Document

Plante & Moran will prepare an ERP Feasibility Analysis encompassing each of the process areas identifying potential areas for improvement. The analysis will include:

- An executive summary, for the County that details the options available and which option the consultant believes is the best course of action to be followed.
- Data map(s) identifying the relationships between the various applications and identify opportunity for improvement
- Recommendations on the most secure and efficient methods to transfer and store information related to the County's financial management.
- A documented analysis of CGI and Ceridian's future direction
- Documentation of current business processes and recommendations that streamline the County's core administrative and financial processes
- A comprehensive document assessing the business needs of the County in the targeted business areas.
- Documented approach and solutions that will allow County leadership to make informed enterprise system decisions
- A current state domain analysis that describes the hardware as well as software systems

- currently serving all targeted business functions and their interactions, if applicable.
- A complete inventory of current mainframe applications, jobs, and functions associated with the target business functions.
- A detailed TCO/ROI document for each of the options (remain, upgrade, or replace) to be considered by the County.

The analysis will reflect the results of Plante & Moran's benchmarking the "issues" with our knowledge of Best Practices and experience with other governmental clients. Our recommendations will fall into short term and long-term categories and will be categorized into process, policy, and technological areas. The short-term recommendations will focus on high value, limited technology-involved processes to be addressed in the near term. The long-term recommendations will focus on medium to high impact processes with greater technology and/or capital outlay requirements beyond just the new ERP implementation.

The recommendations will be documented for the County to consider implementing and will be organized around the following major County business process included in the scope. An initial assessment of existing systems will be included as part of this activity along with other areas that will be confirmed with the County at the start of the project. In addition, Plante & Moran will document Issues and Opportunities where the "issues" will be areas for improvement (e.g., redundant steps, functional deficiencies, "shadow" systems [ledgers, spreadsheets, word processing files, forms] that staff use in parallel with the legacy ERP, processes that are time and paper intensive, etc.). The "opportunities" will be the results of our benchmarking the "issues" with our knowledge of Best Practices and experience with other governmental clients.

Throughout the research & investigations during Phase 1, Plante & Moran will collect pertinent information to enable an accurate investigation the costs and feasibility of co-location with the State of Wisconsin's PeopleSoft implementation and Waukesha County's New World implementation.

In addition Plante & Moran will pull forward a focused research & investigation of the Human Resource Department's needs to enable a separate implementation in Phase 2 should the County of Milwaukee choose to do so.

Deliverables to be provided by Contractor include:

Conduct Project Initiation

- Define Project Organizational Structure
- Develop Project Charter
- Develop Detailed Project Plan
- Establish Project Collaboration Center
- Schedule and Moderate Project Status Meetings

Phase 1: ERP Feasibility Study

- Project Kick-off Meeting
- Report of County's Information Technology Infrastructure
- Conduct Departmental and Cross Functional Interviews
 - Conduct Process Owner/User Kickoff
 - Conduct Process Owner/Process User Interviews
- Conduct ERP Vendor Market Research
- Develop TCO and ROI

- Develop Draft Feasibility Study
- Present Draft Study and Findings
- High level recommendations of co-location versus in house implementation
- Finalize Feasibility Study

Contractor Project Manager:
Address:

Telephone:

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized officers or representatives.

_____ (County)

 Authorized Signature

 Print Name

 Title

DocuSigned by: _____ (Contractor)

Adam Rujan 9/9/2015
A73BAFA0CD18448

 Authorized Signature

Adam Rujan

 Print Name

Partner

 Title

ATTACHMENT B
(See next page for Affirmative Action Certificate.)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify) Plante Moran (Henceforth referred to as VENDOR) certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability which includes but is not 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 apprenticeship.

VENDOR will post in conspicuous places, available to its employees; notices to be provided by the County setting forth the provisions of the non-discriminatory 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.

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and persons with disabilities and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any sub-contracts, and that it will retain such certifications in its files.

Reporting Requirements

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures in Title Code 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with ANY one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, Milwaukee County-City Campus, 9th Floor, 2711 W. Wells Street, Milwaukee, Wisconsin 53208. If a current plan has been filed, indicate where filed Milwaukee County and the year covered 2015. Please provide proof of your AA Plan approval.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has 0 employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and 2049 employees in total.
(No. of employees) (Total No. of employees)

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this 8th day of September 20 15 by:

Firm Name Adam Rujan

Address 27400 Northwestern Hwy

City, State, Zip Southfield MI 48037

Telephone 248-352-3500

WARNING: An unsigned form shall be considered as a negative response.

By Ad Rujan
(Signature)

Partner
(Title)

Adam Rujan
(Please Print Name Here)

Attachment C
(See next page for Milwaukee County's Use of Technologies Policy)



Information Management Services Division

Department of Administrative Services

Title: Administrative Directive on Acceptable Use
Approval: Chief Information Officer

Issue Date: 05/01/15
Supersedes: Acceptable Use Directive 01/02/2014

<p>Definitions:</p>	<ul style="list-style-type: none"> • County: Milwaukee County Government • Directive: This Administrative Directive on Acceptable Use • Information System: Hardware, Software, Data, Networks, Portable Devices and any other County data processing Infrastructure, equipment, technology, components, information or material of any sort. <ul style="list-style-type: none"> ○ Hardware: Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices. ○ Software: Data processing programs on or associated with Hardware, irrespective of where software resides or executes. ○ Data: Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System. ○ Networks – Connecting systems that allow the Information System to communicate. This includes wireless networks. ○ Portable Devices – County portable Hardware, including cellphones, tablets and laptops. • User: Any person – including a County employee, consultant, contractor or agent – using Information System.
<p>Purpose:</p>	<p>This Directive sets out acceptable uses of the County’s Information System.</p>
<p>IMSD Principles:</p>	<p>Everything on the Information System, whether job-related or personal, belongs to the County. The County is the sole owner of the Information System and all Data.</p> <p>The Information System is owned and controlled by the County and is provided to further the efficient operation of the County’s business. The Information System is not provided for inappropriate uses or for the personal convenience of Users.</p> <p>Users have no expectation of privacy when using the County Information System. The County Information System is subject to search at any time by the County or its agents, without notice to or permission of Users.</p> <p>All Data, whether or not “personal,” is subject to the County’s monitoring, review, deletion or collection at any time, without notice or permission, to ensure compliance with this Directive, to comply with law enforcement requests, to complete an investigation, to defend the County in legal proceedings, to comply with open records requests or for any other reason consistent with the law. This includes documents, emails, texts, instant messages, graphics, photos or any other items.</p>



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	<p>Any Data or Software created by a User in the scope of or related to the User's employment or work for the County becomes the property of the County upon creation and must not be copied or shared except to assist the User in the performance of his or her County work.</p>
<p>Accountability and Enforcement:</p>	<p>County employees and contract workers or other non-employee Users will be required to acknowledge and sign this Directive.</p> <p>Failure to comply with this Directive will constitute action outside the scope of the User's County employment or obligations and may result in discipline up to and including termination of the User's employment or engagement.</p> <p>Failure to comply may also result in denial of access to the Information System.</p> <p>Federal law may also apply when the crime is committed on a computer or communications device that communicates to another device outside of the state.</p>
<p>User Procedures and Conduct:</p>	<ol style="list-style-type: none"> 1. The Information System <ol style="list-style-type: none"> a. Access <ol style="list-style-type: none"> i. Only authorized Users may use the County Information System, and only through their own usernames, passwords and other means made available by the County. ii. Users must not knowingly share or allow the use of usernames and passwords with anyone, whether or not another User. iii. Users may access, use or share Data only to the extent authorized and necessary to fulfill assigned job duties. iv. Users are accountable for all work, transactions and communications under their usernames and passwords. v. Users are expressly prohibited from pursuing unauthorized access to restricted areas of the Information System and from accessing or trying to access, copy, alter or delete the Data of any other User without authorization. vi. Users requiring job access to material or sites otherwise prohibited under this Directive may submit a specific written request, approved by management, to IMSD for consideration. b. Inappropriate Activity <ol style="list-style-type: none"> i. Users are expressly prohibited from accessing, displaying, downloading or distributing any Data or material of any sort that could be deemed pornographic, racist, sexist, defamatory, discriminatory, harassing or otherwise offensive or in violation of



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	<p>County policies, resolutions or ordinances, state or federal law, or any other applicable law.</p> <ul style="list-style-type: none"><i>ii.</i> Users are expressly prohibited from using the County Information System to attempt to probe, scan, disable, overload or breach the security or authentication measures of any system or Network, either internally or externally.<i>iii.</i> Users are expressly prohibited from knowingly introducing or propagating any computer virus or other harmful feature in the Information System. Users must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malicious content. A User who becomes aware of a virus or other harmful feature must immediately disconnect from all Networks, cease using the Information System and immediately report the discovery to the IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888. <p>c. Software</p> <ul style="list-style-type: none"><i>i.</i> Only Software owned, licensed or authorized by the County may be installed or used on the Information System. Users are expressly prohibited from installing or attempting to install unauthorized Software.<i>ii.</i> Users must not download Software from the Internet unless specifically authorized to do so by IMSD. Users must not download or distribute pirated Software or Data. <p>d. Data and Physical Security</p> <ul style="list-style-type: none"><i>i.</i> Users must store all County-related Data in County designated storage locations where it can be backed up. No personal, non-County Data is to be stored on the Information System nor should the Information System be used to collect, store, transmit or transfer any type of personal data and information.<i>ii.</i> Any theft, loss or unauthorized disclosure of Data must be reported immediately to the IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888.<i>iii.</i> Any Data or material, including personal material, that is stored on the Information System is not private and is subject to County access and disclosure at any time, including to comply with law enforcement requests, to complete an investigation, or to defend the County in legal proceedings.<i>iv.</i> Users must take adequate steps to protect the physical security of the Information System by ensuring Portable Devices are securely
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	<p>stored when not in use and workstations are locked when left unattended. Any theft or loss of Hardware must be reported immediately to the IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888.</p> <ul style="list-style-type: none">v. Users must preserve all Data required to be retained under applicable law, resolution or policy. This includes emails, texts and, where possible, instant messaging where applicable.vi. Users who maintain "isolated" Data such as safe combinations, alarm codes, domain name registry passwords, administrative passwords, off-site storage access codes, etc., must contact the IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888 to ensure that duplicate copies of the information are securely maintained. <p>e. Portable or mobile Hardware</p> <ul style="list-style-type: none">i. Users who have been issued County Portable Hardware (such as BlackBerrys, smartphones, tablets, or network access devices) or access the County Information System remotely through any other personally owned Hardware that is approved by IMSD must ensure they are protected with a password or a passcode, and must secure the equipment when left unattended.ii. The theft or loss of any County- or personally-owned portable or mobile Hardware (such as BlackBerrys, smartphones, or tablets) that accesses the County Information System remotely must be reported immediately to IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414- 278-7888. Users accessing County Information Systems through personally-owned mobile devices (such as an iPhone, Blackberry, smartphone or tablets) must review and sign the <i>County Mobile Device Release and Waiver</i>.iii. Users using County Portable Hardware must comply with applicable laws and ordinances restricting mobile device usage while driving.iv. Users are not allowed to use mobile devices while operating a vehicle even where it is legal to do so. <p>2. Email and Texting, Instant Messaging, Social Media and Internet</p> <p>a. General</p> <ul style="list-style-type: none">i. Users must not send sensitive or confidential Data over the Internet or via email without adequate protection securing the Data. Examples include credit card numbers, telephone calling
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	<p>card numbers, fixed passwords, health information or customer account numbers which relate to personal identification information or personal health information.</p> <p><i>ii.</i> The Information System, including email, texting, etc., is not to be used to convey non-work-related information other than described in the section on <i>Incidental Personal Use</i>.</p> <p>b. Email and Texting</p> <p><i>i.</i> Users must take particular care when using email or texting as a means of communication because, although often informal in nature, email communications may be subject to production in a legal action or Public Records request.</p> <p><i>ii.</i> Users must not knowingly distribute or forward hoax virus warnings, chain letters, jokes, political commentaries, or similar unsolicited email or texts of any kind.</p> <p><i>iii.</i> Users must not access any other User's email or texts without explicit authorization from that User (e.g. through Outlook delegates) or proper management permission.</p> <p><i>iv.</i> Users must not send any email or text purporting to come from another User without explicit authorization from that User (e.g., through Outlook delegates).</p> <p><i>v.</i> Due to their disruptive effect, system-wide or "all user" messages or blasts are prohibited, except as part of the County's authorized emergency response efforts. Please note the County intranet may provide a suitable location for information of interest to all employees.</p> <p>c. Instant Messaging</p> <p><i>i.</i> Users may access approved instant messaging services only for informal business communication similar to a quick phone call or quick in-person verbal communication, unless the content of the messages is subject to an instruction to preserve records and electronically stored information.</p> <p><i>ii.</i> Users may not send or receive file attachments via instant messaging services.</p> <p><i>iii.</i> Users must communicate only with known and trusted correspondents via instant messaging</p> <p><i>iv.</i> Instant messages should not be used to transfer or record any substantive government information, because instant messages are not normally stored or saved.</p>
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	<p>3. Internet and Intranet</p> <p>a. Business Internet Access</p> <ul style="list-style-type: none"><i>i.</i> When visiting an Internet site, information identifying a User's PC may be logged (i.e. cookies, temp files). Therefore, Users must assume they are identified as County employees or contractors and act appropriately at all times.<i>ii.</i> Users must not access websites, blogs, discussion forums, chat rooms or other locations that are in appropriate or have any content that could be construed as defamatory, harassing or otherwise offensive (e.g. pornography, bullying) or in violation of County policies.<i>iii.</i> Users must always exercise caution when using a County e-mail address to join networking sites. While such use may be appropriate as part of job duties for some (e.g. LinkedIn), for others this may not be the case.<i>iv.</i> Users accessing a web site must comply with its terms and conditions. Users may not infringe copyrights or other protections.<i>v.</i> Users may not use the Information System to download, play or store personal photographs, music or video files (e.g. MP3, MP4) due to capacity, copyright and legal issues. Personal photographs, music and video files will be deleted from County servers when found. Users may not stream video or audio (e.g., Internet radio, Pandora, sports video) who's content is not directly related to the business of Milwaukee County Government.<i>vi.</i> The County routinely blocks access to Internet sites that are deemed to be inappropriate or to pose an information security threat to the County. Access is prohibited. Any attempts to access blocked Internet sites are monitored and recorded. Persistent attempts to access blocked sites may result in discipline or termination.<i>vii.</i> The County may monitor and disclose User's Internet activity to ensure compliance with this Directive or for any other purpose permitted or required by law. <p>b. Social Media or Networking Sites</p> <ul style="list-style-type: none"><i>i.</i> Users must be mindful of, and clear about, the capacity in which they are participating. Only authorized County spokespersons
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	<p>should make statements on social media sites on behalf of the County.</p> <ul style="list-style-type: none"><i>ii.</i> Social media or networking sites may be accessed only as needed for the User's job. Personal use of social media on the Information System is prohibited.<i>iii.</i> Interactions on social media or networking sites must comply with all County policies. <p>4. Incidental Personal Use</p> <ul style="list-style-type: none"><i>i.</i> Incidental Personal Use of the Information System consists of <u>occasional, brief</u> use of the Information System (including email or Internet) for <u>short, routine, non-sensitive, non-confidential communications</u>. For illustration, this might include: an email to check on a child's arrival home from school, an email to meet someone for lunch, a <u>quick</u> check of the Internet for weather or news.<i>ii.</i> Incidental Personal Use is permitted. This use is at the absolute discretion of the County and no User may expect or claim such personal use as a right or expect such use to be private. Excessive use or other abuse may result in discipline or termination.<i>iii.</i> Incidental Personal Use is not allowed if it interferes with the performance of the User's duties, exposes the County to expense or liability, or is unlawful for the County. <p>5. Prohibited Uses</p> <p>In addition to prohibited activity set out elsewhere, the following are also expressly <u>prohibited</u>:</p> <ul style="list-style-type: none"><i>i.</i> Users are prohibited from using the Information System for solicitations for outside organizations, political or religious causes, or with the operation or management of any business other than that of the County.<i>ii.</i> Users are prohibited from using the Information System for personal <u>online shopping, personal online sales, or other online transactions</u>. Users <u>may</u> use the Information System for <u>occasional, brief</u> access of online services such as online banking, using the User's personal email and account information.<i>iii.</i> Users are strictly prohibited from using County email addresses for non-County business. For example, a County email address may <u>not</u> be used for personal online shopping or financial transactions, personal blog or bulletin board memberships, personal email alerts
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	<p>from merchants or teams, etc., or as part of a payment such as PayPal.</p> <ul style="list-style-type: none"> <i>iv.</i> A County email address may <u>not</u> be used as a User's personal address for: Facebook, social media, Twitter or similar services, online subscriptions, game systems, online gaming or gambling, couponing, or contests and sweepstakes. <i>v.</i> Use of the Information System for gambling of any sort (including "social" gambling or office pools), games of chance or games of skill, online video games, lotteries, or sweepstakes is strictly prohibited. <i>vi.</i> Personal, offensive or inappropriate use of webcams, video conferencing equipment, recording devices or microphones is prohibited.
<p>Reporting Violations:</p>	<p>Users or any other County employees are required to report violations, or suspected violations of the Acceptable Use directives. Violations may expose the County to a host of legal and information security risks. Activities that should immediately be reported to a supervisor include, but are not limited to:</p> <ul style="list-style-type: none"> ○ attempts to circumvent established computer security systems ○ use or suspected use of virus, trojan horse hacker programs or any other intrusive program ○ obtaining or trying to obtain another User's password ○ using the computer to make harassing or defamatory comments or to violate Milwaukee County's Harassment Policy or Milwaukee County Civil Service Rules ○ illegal conduct of any kind. <p>Reported violations will be investigated. Failure to adhere to this reporting policy may result in discipline, up to and including discharge.</p> <p>Users or employees who, in good faith, report violations or suspected violations will be protected from retaliation. However, Users or employees who falsely accuse another of violations without a good faith basis for such accusation are also subject to discipline, up to and including discharge.</p>
<p>Contact:</p>	<p>IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888</p>