

PROFESSIONAL SERVICE CONTRACT
Gallagher & Associates

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called the "County"), represented by its Department of Administrative Services and Gallagher & Associates (hereafter called "Contractor"), is entered into as of December 21, 2018.

1. SCOPE OF SERVICES.

The Contract consists of the following documents listed below, all of which are incorporated herein by reference, in the following order of precedence that will govern any inconsistencies between the terms of this Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

- a) This Professional Service Contract
- b) Gallagher & Associates Project Description / Scope of Services Document (the "Document")
- c) County Board Mitchell Park Conservatory / MPM Resolution

2. STAFFING.

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.

Contractor shall begin work upon execution of this Contract, which work shall be completed on or before February 15, 2019.

4. COMPENSATION.

The total compensation to Contractor for services performed under the Contract shall not exceed \$42,500 unless agreed to by County in writing. 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.

5. BILLING.

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

- A. Name and address of contractor
Invoice date and number
Contract number
- B. Remittance name and address
- C. General task(s) performed
- D. Name, title, and phone number of person to notify in event of defective invoice

Invoices should be sent electronically to:

Amy Pechacek, Deputy
Department of Administrative Services
Milwaukee County
Amy.pechacek@milwaukeecountywi.gov

6. REPORTS.

Contractor shall provide the deliverables specified in the Document.

7. 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.

8. COUNTY RIGHTS OF ACCESS AND AUDIT.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

9. AFFIRMATIVE ACTION.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to ensure 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 MCCGO 56.17(1d). 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 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.

10. TARGETED BUSINESS ENTERPRISES.

A. Contractor shall comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.

B. Targeted Business Enterprise Goals:

Contractor shall use reasonable efforts to establish Targeted Business Enterprise ("TBE") participation goals, consistent with Milwaukee County TBE goals of seventeen percent (17%) for professional services, and to use good faith efforts to achieve those goals. The parties agree that no TBE goal has been established and no goal is required under this contract.

The Milwaukee County Community Business Development Partners shall assist Contractor in soliciting potential TBE vendors for the improvements and monitor such goal attainment.

Contractor's contact regarding TBE participation is:

Milwaukee County Community Business Development Partners
633 W. Wisconsin Avenue, 9th Floor
Milwaukee, WI 53203
CBDP@milwaukeecountywi.gov
414-278-4747

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

In the performance of work or execution of this contract, the 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, 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 agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which 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 the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

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.

12. 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.

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.

13. INSURANCE.

Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

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

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Workers’ Compensation and Employer’s Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000

General Liability	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$2,000,000 Aggregate
Professional Liability/Technology Errors and Omissions	\$1,000,000 Per Occurrence \$1,000,000 Aggregate

Milwaukee County shall be named as an Additional Insured on the General Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A- rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A.1. Professional Liability/Technology Errors & Omissions – Additional Provision.

Contractor agrees to provide additional information on its professional liability/technology errors & omissions coverage 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 Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

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

14. 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.

15. TERMINATION BY CONTRACTOR.

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount that may become due hereunder for a period of sixty (60) 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.

16. 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.

17. 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, and turn over all work product to the County. 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.

18. CONTINUITY OF SERVICE.

- A. Contractor recognizes that the services under this contract are vital to the County and must be continued without interruption and that, upon contract expiration or termination, a successor, either County or another contractor, may continue them. Contractor agrees to: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. Contractor shall, upon Contractor's written notice: (i) furnish phase-in, phase-out services for up to ___ days after this contract expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to County's approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- C. Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

19. 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. Nothing contained in this Contract shall give Contractor any authority to supervise, manage, and/or direct County employees.

20. SUBCONTRACTS.

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

21. 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.

22. 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."

23. PUBLIC RECORDS.

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

24. TAXES.

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

25. 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.

26. CONFIDENTIALITY.

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Contract on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in this Contract and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Contract as confidential and shall disclose them only to or as directed by the individual who is signing this Contract on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in this Contract.

27. 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:
Gallagher & Associates
Mike Devine, President
8665 Georgia Ave
Silver Spring, MD 20910

To County:
Department of Administrative Services
Attn.: Amy Pechacek
633 W. Wisconsin Ave, Suite 907
Milwaukee, WI 53203

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

28. 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.

Gallagher & Associates

DocuSigned by:
By: Tom Kozeny Date: 12/21/2018
Mike Devine, President

Milwaukee County Department of Administrative Services

DocuSigned by:
By: [Signature] Date: 12/21/2018
Amy Pochacek, Deputy Director

Approved with regards to County Ordinance Chapter 42:

DocuSigned by:
By: Rick Norrie Date: 12/21/2018
Community Business Development Partners

Reviewed by:

DocuSigned by:
By: [Signature] Date: 12/21/2018
Risk Management

Approved as to form:

DocuSigned by:
By: Paul Englitsch Date: 12/21/2018
Cooperation Counsel

Approved as to funds per Wis. Stats. 59.255:

DocuSigned by:
By: [Signature] Date: 12/26/2018
Comptroller

Approved per 59.17(2)(b)4.:

DocuSigned by:
By: [Signature] Date: 12/28/2018
County Executive

Approved as compliant under Wis. Stats. § 59.42(2)(b)5, Stats.

DocuSigned by:
By: Paul Englitsch Date: 12/31/2018
Cooperation Counsel

Gallagher & Associates

PROJECT DESCRIPTION

The scope of this project will include the development of a Concept Brief and Feasibility Study that will serve as a guide and overarching framework for the future Mitchell Park Milwaukee Public Museum / Mitchell Park Conservatory (“Domes”) study in Milwaukee, WI. Our goal will be to define the overarching vision and identify the overall opportunities for a successful visitor experience, while providing recommendations/analysis regarding the site, capital costs and associated operations costs.

The central focus of this effort will be to create a conceptual framework for the new Mitchell Park, with an overview of the impact that decision will have on the complex size/scope, the likelihood of financial viability, and the impact the complex may have on the economic development of the city.

SCOPE OF SERVICES

SPACE PROGRAM/BUSINESS PLAN/FEASIBILITY STUDY

G&A will prepare a business plan. In broad terms, the market and economic elements will address project development costs based on physical space programming, attendance estimates, visitor demographics, and operating financial performance including earned income, memberships, fundraising, staffing, and overall operating and maintenance costs. The work completed during this phase of the project will serve as a solid foundation for subsequent planning and design activities.

Market Analysis

The market analysis addresses a variety of supply and demand factors and concludes with estimates of attendance potential for Mitchell Park.

- *Site Analysis*
The site will be evaluated in terms of factors that might influence attendance at the complex. These factors include: proximity to resident markets, exposure to tourist markets, existing and planned surrounding land uses, linkage to complementary attractions and resources, access and visibility.
- *Analysis of the Resident Market Area*
We will review the size and demographic characteristics of the resident market. As appropriate, we may refine the market definition on the basis of the location’s proximity and driving time for the local and regional populations. For these markets, current and projected future population of the market area and its sub-areas will be evaluated in terms of size, income, age, spending patterns, and other pertinent demographic characteristics.
- *Estimation of Potential Tourist Support*

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Visitor markets will be another important source of support for the complex. For the purpose of this analysis, the visitor market would be defined in terms of the base of visitors to the greater Milwaukee area, as well as pass through travelers from surrounding G&A's work will include examination of available data to determine the size, composition, trip characteristics, and seasonality of these various market segments.

- *Evaluation of Comparable and Competitive Projects*
G&A maintains a national database on the characteristics and performance of a wide variety of museums and attractions. We will update and expand this as necessary to glean pertinent information on comparable attractions in various markets and settings. This work will serve as a benchmarking exercise to establish standards of performance for comparable attractions. We will also review the performance of other local and regional attractions in order to gauge their ability to penetrate the resident and visitor markets. Comparable and competitive facilities will be related to the proposed new Museum in terms of theme, nature of visitor experience, location, and other factors as appropriate. We will review other Museum's to identify comparable attractions elsewhere in the country.
- *Determination of Market Potential*
G&A will determine penetration rates for the comparable attractions based on the distribution of visitation across respective market areas. Based on these penetration rates, adjusted for a range of market-related factors, a range of future market penetration rates will be determined for the new Mitchell Park. As appropriate, initial estimates will be made in response to possible sizing and visitor experience alternatives proposed by G&A. Through dialogue between the team and the client, a preferred alternative or conceptual direction for the project will be decided.
- *Estimation of Attendance*
Based on the foregoing research and analysis, G&A will prepare high, medium and low estimates of annual attendance. For purposes of estimating attendance, we will consider an admission policy and program pricing consistent with other comparable museums and in keeping with pricing in the competitive environment. Attendance will be projected for a 5-year period, covering start up and stabilized operations, as well as projected changes in market conditions. Further, attendance estimates will be described in terms of visitor mix, including general admissions visitors, school groups, adult groups and other appropriate categories.

Development Costs

Development costs will take into consideration physical planning parameters for the overall public portion of the attraction and selected elements will be articulated on a per square-foot basis. Selected elements will include merchandise, food and beverage,

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special events areas and other visitor services. In addition, costs associated with the necessary information systems, pre-opening marketing, staffing, insurance and other operational items will be included in the overall development cost estimate. Site costs such as signage, landscaping, parking, etc. will also be included in this review. G&A's design team will incorporate its potential guest experience and program/space needs as part of this portion of the scope of work

Financial Analysis

The financial analysis task will look at the earned income potential and the operating budget needs of the complex.

For this analysis, G&A will project startup and stabilized financial performance, on an operating basis, for a 5-year period. In addition, we will provide estimates of pre-opening costs.

As appropriate, revenue estimates will include admissions, food and beverage and merchandise sales, memberships, special events, and income from after-hours functions. We will also estimate income potential from non-traditional sources such as advertising and sponsorship.

Operating expenses will be projected by category and will include labor, marketing, building operations, supplies, cost of goods sold, insurance and other expenses.

PREPARATION OF FINAL FEASIBILITY STUDY

The Feasibility Study will include recommendations/analysis regarding sites. Attendance projections will also be included in the final document.

This material will be sufficient for use in presenting to the Board and key stakeholders.

DELIVERABLES:

- Feasibility Study document including:
 1. Project Implementation Schedule
 2. Size/program for building(s)
 3. Site program and stacking plans
 4. Rough Order of Magnitude Project Capital Cost Estimates
 5. Rough Order of Magnitude 5 Year Operating Pro Forma
 6. Market Analysis
 - site analysis
 - analysis of the resident market area
 - estimation of potential tourist support
 - evaluation of comparable and competitive projects
 - determination of market potential
 - estimation of attendance

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Meetings: We have included one(1) site visit; one (1) progress meeting and presenting our final report on this information to your County Commissioners or related committees, including the March cycle Parks, Recreation, and Culture Committee meeting and the March cycle Finance & Audit Committee meeting as part of our scope of work. Bi-weekly conference calls will be scheduled between face-to-face meetings.

SCHEDULE:

All deliverable will be completed on or before February 15th, 2019

MPM Data Confidentiality Requests:

Any and all information provided to Gallagher Associates as part of separate engagement letters directly with the Milwaukee Public Museum are NOT part of the scope of this engagement letter and all data and information from those engagements are hereby excluded. If and when qualitative or quantitative information with regards to any Milwaukee Public Museum engagements may be necessary to complete this engagement, that information is subject to review and approval by the Milwaukee Public Museum PRIOR to delivery to Milwaukee County. In addition, it is understood that detailed underlying data (i.e. Excel spreadsheets or assumption work papers) which includes information regarding Milwaukee Public Museum past, current, or future financial, attendance, capital, or fundraising data will not be furnished to Milwaukee County without consent from the Milwaukee Public Museum.

COMPENSATION

G&A anticipates the following lump sum fees. Expenses for travel and other project-related expenses are included in this fee.

Fees for Concept Brief and Feasibility Study:	\$42,500
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G&A will invoice monthly based upon percentage of completion for each phase or task. Invoices are due 30 days from receipt.

(XXXXXX)

Org. Unit No.: 9000 and 1900

Org. Name: Department of Parks, Recreation, and Culture and Cultural Contributions

Date: October X, 2018

AMENDMENT TO THE COUNTY EXECUTIVE'S 2019 RECOMMENDED BUDGET

By Supervisors Dimitrijevic and Haas

Amend Org. Unit No. 9000 – Department of Parks, Recreation, and Culture and Org. Unit No. 1900 – Cultural Contributions- Milwaukee Public Museum as follows:

A taskforce shall be created in order to evaluate the possibility of collocating the Milwaukee Public Museum and the Mitchell Park Horticultural Conservatory (the “Domes”) at Mitchell Park. The newly constructed Horticultural Conservatory shall seek to maintain the square footage of the current facility and should also be able to contain the current collection of species or more. The taskforce will explore opportunities to streamline governance, marketing, rentals, educational programs, and other functions that can be combined between the two organizations.

The Milwaukee Public Museum and the current Domes, including the Mitchell Park greenhouses, shall explore opportunities to partner and provide educational programs at both locations as soon as possible. The two organizations shall also explore other opportunities for partnership.

The Director of the Department of Parks, Recreation, and Culture will chair the taskforce. A representative from the Milwaukee County Board of Supervisors, Milwaukee County Office of the Comptroller, Milwaukee County Department of Parks, Recreation, and Culture, Milwaukee Public Museum, and the Domes will comprise the taskforce. Additional representatives may be included at the discretion of the taskforce chair.

The taskforce shall present a report with two suggestions for a new joint governance model between the Milwaukee Public Museum and the new Horticultural Conservatory, including feasibility studies and fiscal analyses. The report shall also include cost savings as a result of collocation and removal from Parks Department management, as well as possibilities to integrate both facilities with the rest of Mitchell Park’s amenities. The report shall include a market analysis of the current Milwaukee Public Museum building.

The taskforce shall meet as many times as necessary, but the final two meetings must be jointly held with the Milwaukee County Taskforce on the Mitchell Park Conservatory Domes. The taskforce shall provide a report to the Parks, Energy, and Environment and Finance and Audit committees for the March 2019 cycle.

(XXXXX)

Org. Unit No.: 9000 and 1900

Org. Name: Department of Parks, Recreation, and Culture and Cultural Contributions

Date: October X, 2018

This amendment would have no tax levy impact.

Org. No.	Department (or Capital Project)	Expenditure	Revenue (or Bonds*)	Tax Levy
9000	Department of Parks, Recreation, and Culture	\$0	\$0	\$0
1900	Cultural Contributions	\$0	\$0	\$0
TOTALS:		\$0	\$0	\$0

If approved, the Adopted Budget narrative shall be modified as needed to reflect this amendment.

FINANCE AND AUDIT COMMITTEE ROLL CALL		
	AYES	NOES
Johnson, Jr.		
Haas		
Cullen		
Moore Omokunde		
Taylor		
Wasserman		
Schmitt Chairperson		
TOTALS:		

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE	
	Professional Service - Operating	X
	Professional Service - Capital	
	Purchase of Service	
	Preliminary	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
DAS - Facilities Management	115	1191

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.

NAME OF VENDOR	ADDRESS
Gallagher & Associates	8665 Georgia Ave
	Silver Spring, MD 20910

TAX I.D. NO.	EFFECTIVE DATES:	LENGTH OF CONTRACT	AMENDMENT ONLY: DOLLAR	TOTAL CONTRACT
	begin date end date	(IN MONTHS)	CHANGE	AMOUNT
	12/18/18 12/31/18	1		\$ 42,500.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2018		0001	115	1191			6149				\$ 42,500.00

PURPOSE OF CONTRACT

Mitchell Park Milwaukee Public Museum / Mitchell Park Conservatory

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? Under \$100,000

Was Contract **fully** executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Courtney D. Hardy	12/18/18	Associate Accountant
Prepared By	Date	Title
	12/21/2018	Deputy Director Department of Administrative Services
Signature of County Administrator	Date	Title

Certificate Of Completion

Envelope Id: 9BFD607E8F40498FB013E80221ED0F41

Status: Completed

Subject: Please DocuSign: Gallagher Associates MPM Domes.docx, Mitchell Park Proposed Scope of Work and ...

Source Envelope:

Document Pages: 16

Signatures: 9

Envelope Originator:

Certificate Pages: 5

Initials: 0

Suzanne Carter

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

suzanne.carter@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original

Holder: Suzanne Carter

Location: DocuSign

12/21/2018 9:22:20 AM

suzanne.carter@milwaukeecountywi.gov

Signer Events

Amy Pechacek

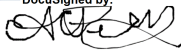
amy.pechacek@milwaukeecountywi.gov

Director of Risk Management

Milwaukee County

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 E454E4CA2D21452...

Signature Adoption: Drawn on Device

Using IP Address: 67.52.247.180

Signed using mobile

Timestamp

Sent: 12/21/2018 9:27:18 AM

Viewed: 12/21/2018 10:18:30 AM

Signed: 12/21/2018 10:19:15 AM

Electronic Record and Signature Disclosure:

Accepted: 2/25/2014 12:36:39 PM

ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

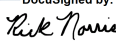
Community Business Development Partners

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication (None)

DocuSigned by:

 AD4C84D4023E450...

Signature Adoption: Drawn on Device

Using IP Address: 65.28.168.25

Signed using mobile

Sent: 12/21/2018 9:27:19 AM

Viewed: 12/21/2018 11:43:27 AM

Signed: 12/21/2018 11:43:51 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Kuglitsch

Paul.Kuglitsch@milwaukeecountywi.gov

Deputy Corporation Counsel

Security Level: Email, Account Authentication (None)

DocuSigned by:

 9A757018E1244D6...

Signature Adoption: Pre-selected Style

Using IP Address: 24.209.114.9

Sent: 12/21/2018 9:27:19 AM

Viewed: 12/21/2018 11:01:02 AM

Signed: 12/21/2018 11:01:07 AM

Electronic Record and Signature Disclosure:

Accepted: 4/8/2014 2:43:20 PM

ID: 4b1c8bde-e203-4ad4-96bd-eb2ebaf71f09

Scott Manske - Comptroller

comptrollersignature@milwaukeecountywi.gov

Comptroller

Milwaukee County

Security Level: Email, Account Authentication (None)

DocuSigned by:

 F2FF9C00D50848B...

Signature Adoption: Uploaded Signature Image

Using IP Address: 204.194.251.3

Sent: 12/21/2018 9:27:19 AM

Viewed: 12/26/2018 10:50:06 AM

Signed: 12/26/2018 11:10:59 AM


Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Tom Kozeny
 mdevine@gallagherdesign.com
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 5DB6B35296034ED...

Signature Adoption: Pre-selected Style
 Using IP Address: 208.89.201.98

Timestamp

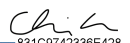
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 Viewed: 12/21/2018 10:31:55 AM
 Signed: 12/21/2018 10:34:13 AM

Electronic Record and Signature Disclosure:

Accepted: 12/21/2018 10:31:55 AM
 ID: 454b0f60-ff94-4efa-a4a1-fe11fce10e62

Chris Abele, County Executive
 cexsignature@milwaukeecountywi.gov
 County Executive
 Milwaukee County

Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 831C9742336E428...

Signature Adoption: Drawn on Device
 Using IP Address: 65.29.167.210
 Signed using mobile

Sent: 12/26/2018 11:11:01 AM
 Viewed: 12/28/2018 5:39:31 PM
 Signed: 12/28/2018 5:39:48 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Kuglitsch
 Paul.Kuglitsch@milwaukeecountywi.gov
 Deputy Corporation Counsel
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
 Using IP Address: 204.194.251.3

Sent: 12/28/2018 5:39:50 PM
 Viewed: 12/31/2018 9:45:56 AM
 Signed: 12/31/2018 9:46:01 AM

Electronic Record and Signature Disclosure:

Accepted: 4/8/2014 2:43:20 PM
 ID: 4b1c8bde-e203-4ad4-96bd-eb2ebaf71f09

In Person Signer Events Signature Timestamp**Editor Delivery Events Status Timestamp****Agent Delivery Events Status Timestamp****Intermediary Delivery Events Status Timestamp****Certified Delivery Events Status Timestamp****Carbon Copy Events Status Timestamp****Notary Events Signature Timestamp****Envelope Summary Events Status Timestamps**

Envelope Sent	Hashed/Encrypted	12/28/2018 5:39:50 PM
Certified Delivered	Security Checked	12/31/2018 9:45:57 AM
Signing Complete	Security Checked	12/31/2018 9:46:01 AM
Completed	Security Checked	12/31/2018 9:46:01 AM

Payment Events Status Timestamps**Electronic Record and Signature Disclosure**

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

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