

**SERVICES AGREEMENT**  
**BETWEEN**  
**MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE**  
**AND**  
**STUDENT CONSERVATION ASSOCIATION**

This services agreement ("Agreement") is made and entered into effective March 1, 2015, by and between the MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE (the "County") and STUDENT CONSERVATION ASSOCIATION ("Contractor"), with local headquarters at 2342 N. 27th St., Milwaukee, WI 53210, as represented by: August Marie Ball, (414) 322-8482. Referenced together, the County and the Contractor are the "Parties" to this Agreement.

**1. SCOPE OF SERVICES:**

(a) Contractor shall specifically perform all of the tasks set forth in the Project Summary, attached hereto as Exhibit A.

(b) Services to be performed and activities related to these services may be changed, enhanced, or deleted from time to time throughout the term of this Agreement upon mutual agreement between the Parties.

(c) These services are provided pursuant to Grant Number 00E01436, issued by the U.S. Environmental Protection Agency (the "EPA") and governed by that certain Grant Agreement between the EPA and the County dated February 12, 2015 (the "Underlying Agreement").

**2. STAFFING:**

Contractor shall provide, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any other contractual relationships with, the County. Contractor shall also provide pertinent experience in outreach and education techniques and any necessary certifications earned.

**3. TERM:**

This term of this Agreement shall commence on the Effective Date and terminate on April 30, 2017. The Parks Director or designee will negotiate hours and dates of services to be provided throughout the term of the Agreement.

**4. COMPENSATION:**

Contractor shall be paid an amount not to exceed Two Hundred Sixty-One Thousand Four Hundred Fourteen Dollars (\$261,414) as allotted by grant funds paid pursuant to the Underlying Agreement. The compensation set forth in this Section 4 shall be the sole amount payable to Contractor by County during the term. Contractor shall submit invoices on a monthly basis for services rendered for the previous month. Contractor shall further provide, either by its own

means or through its beneficiaries or donors, Two Hundred Five Thousand Six Hundred Eighty Four Dollars (\$205,684) in cost-sharing funds toward its performance of the tasks set forth on Exhibit A.

**5. OWNERSHIP OF DATA:**

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

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

**6. BUSINESS PERMITS, CERTIFICATES, LICENSES:**

Contractor acknowledges that it has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

**7. REPRESENTATIONS:**

Contractor represents that it will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the professional community practicing under similar conditions at the same time and in the same or similar locality.

**8. AUDIT AND INSPECTION OF RECORDS:**

Pursuant to Milwaukee County ordinance section 56.30(6)(e), Contractor shall allow Milwaukee County, the Milwaukee County Department of Audit, or any other party 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 the Contractor, 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 Contractor in performing the duties described under this Agreement shall subject the subcontractor and/or associates to the same audit terms and conditions as the Contractor. The Contractor (or any subcontractor) shall maintain and make available to Milwaukee County the aforementioned audit information for no less than three (3) years after the conclusion of each Agreement term.

**9. INDEMNIFICATION:**

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, 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 omissions of the Contractor, its agents or employees which may arise out of or are connected with the activities covered by this Agreement. Contractor shall, at its own expense, investigate all claims and demands, attend to their settlement or disposition, defend all actions based thereon and pay all charges of attorneys and other costs and expenses arising from any such injury, damage or loss, claim, demand or action.

**10. INSURANCE:**

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation law and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General and Automobile Liability coverage in the following minimum amounts:

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

Milwaukee County, as its interests may appear, shall be named as an additional insured for General and Automobile Liability, and be afforded a thirty (30) day written notice of cancellation or non-renewal. A waiver of subrogation for Workers Compensation by endorsement in favor of Milwaukee County shall be provided. 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 Agreement.

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 Agreement.

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

**11. INDEPENDENT CONTRACTOR:**

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and Contractor or its successors or assigns. In entering into this Agreement, 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.

**12. TERMINATION:**

County or Contractor may terminate this Agreement at any time upon thirty (30) days written notice one party to the other. 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 Agreement.

**13. SUBCONTRACTS:**

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

**14. ASSIGNMENT LIMITATION:**

This Agreement 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 obligation hereunder without the prior written consent of the other.

**15. PROHIBITED PRACTICES:**

(a) Contractor, during the period of this Agreement, 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."

**16. NOTICES:**

All notices with respect to this Agreement 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:

To County:

Student Conservation Association  
August Marie Ball  
2342 N. 27th St.  
Milwaukee, WI 53210

Milwaukee County Dept of Parks  
John Dargle, Director  
9480 Watertown Plank Rd  
Wauwatosa, WI 53226

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

**17. 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 and regulations and orders.

***Signature page follows***

**IN WITNESS WHEREOF, the Parties hereto have set their hands as follows:**

**Student Conservation Association**

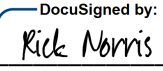
by \_\_\_\_\_ Date \_\_\_\_\_

print name \_\_\_\_\_

**Milwaukee County Dept of Parks, Recreation & Culture**

by  Date 27 March 2015  
John Dargle, Jr., Director


*Approved with regards to County Ordinance Chapter 42:*

By:  Date: 3/18/2015  
Community Business Development Partners


*Approved:*

By:  Date: 3/26/15  
County Executive Chris Abele


*Approved:*

By:  Date: 03/24/2015  
Comptroller Scott B. Manske

*Approved as to form and independent status:*

By:  Date: 3/23/2015  
County Corporation Counsel

*Reviewed by:*

By:  Date: 3/19/2015  
County Risk Management

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Corporation Counsel

## EXHIBIT A

### PROJECT SUMMARY

Milwaukee County Parks, in collaboration with its partners the Milwaukee Conservation Leadership Corps/Student Conservation Association (MCLC/SCA), the Great Lakes Community Conservation Corps (Great Lakes CCC), the Alliance for the Great Lakes (Alliance), and the University of Wisconsin Sea Grant Institute (WISG) seek to improve the health of the Great Lakes ecosystem through an integrative approach to invasive species control. Using the Civilian Conservation Corps model, MCLC/SCA and Great Lakes CCC will work with Milwaukee County Parks to conduct rapid response invasive species removals at 32 ecologically diverse natural areas encompassing 1,300 acres of critical wildlife habitat in one of the Great Lake region's important wildlife migration corridors. In addition, to engage the broader Milwaukee County community, the Alliance will work with students in grades 6 through 12 through experiential learning opportunities and college-aged students through the formation of a network of academic institutions dedicated to the long-term monitoring of these sites. While the Milwaukee County Department of Parks, Recreation & Culture is the lead applicant on this funding request the project is a coalition of organizations working together to implement the larger work plan.

The Milwaukee Conservation Leadership Corps (MCLC) will implement the on the ground invasive species removal projects based on the site-specific control plans developed by the Parks Department's Natural Areas staff. The MCLC will provide internal administrative support for all MCLC activities.

#### **Invasive Species Control**

Working in partnership with the Milwaukee County Parks Department, the MCLC will conduct invasive species removal on 28 different invasive species (many of them rapid response populations) found within **32** of the Park System's best natural areas. Invasive species control efforts will follow scientifically and professionally accepted best management practices (BMP's) utilizing control techniques for **28** different invasive plant species which will encompass herbicide application-crew leaders only (foliar and cut-stump), mowing (herbaceous plants), using hand saws and loppers (large woody plants), and bagging plants or seed heads. Invasive species will be controlled during the points in their lifecycles when they are most vulnerable to management techniques.

The invasive species to be controlled will be: black alder, black locust, common buckthorn (select populations in high quality areas), glossy buckthorn, European privet, honeysuckle (*Lonicera* spp.), Japanese barberry, Japanese knotweed, Norway maple, oriental bittersweet, tree of heaven, wayfaring tree, winged burning bush, common burdock, Canada thistle (select populations in high quality areas), cut-leaved teasel, Dame's rocket, garlic mustard (select populations in high quality areas), lesser celandine, greater celandine, purple loosestrife, spotted knapweed, yellow sweet clover, white sweet clover, wild parsnip, common reed grass, Lyme grass, and reed canary (select populations in high quality areas).

Parks Department Natural Areas staff will also develop a native seed collection program where MCLC crews will assist with harvesting native plant seed for the restoration sites.

#### **Training**

MCLC: In the field and classroom sessions on plant identification before and during the field season to ensure proper identification during control efforts and to significantly reduce the chance for collateral damage to native plants and wildlife. Each crew will also undergo day long training sessions in the field with Natural Areas staff to learn proper tool usage and demonstrate use competency before being allowed to work with reduced (weekly site visits vs. daily) Parks Department supervision. Finally, seed collection techniques will be trained in the field under the direct supervision of Parks Department staff to ensure proper seed identification, to prevent over harvest, and to make sure seed will be cleaned and stored properly.

**Project Milestone Dates**

**Project milestones March 2015- December of 2015**

MCLC/SCA and Great Lakes CCC field training	March-August (on-going)
Woody invasive species control	March-December
Herbaceous invasive species control	April-September
Native seed collection	June-November
Citizen Science – colleges (4 events)	March -December
Teacher Training (1 event)	March-May
Education events - grades 6-12 (5 events)	April-October

**Project milestones January 2016-December 2016**

MCLC/SCA and Great Lakes CCC field training	January-August (on-going)
Woody invasive species control	January-December
Herbaceous invasive species control	April-August
Native seed collection and planting	June-November
Citizen Science - colleges (4 events)	February-November
Teaching Training (1 event)	January-May
Education events - grades 6-12 (5 events)	April-October
Native tree and shrub planting	October-November
Webinar	December

**Project milestones January 2017-April 2017**

Woody invasive species control	January-March
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**COMMUNITY BUSINESS DEVELOPMENT PARTNERS**

**MILWAUKEE COUNTY**

**DBE Participation Recommendation/Wavier Request**

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4747 or

CBDP@milwaukeeCountyWi.gov

**FUNDING SOURCE**

\_\_\_ Local \_\_\_ State \_\_\_X\_\_\_ Federal \_\_\_X\_\_\_ Grant If Federally Funded, what percentage? 100 %  
 Federal Source of Funds: \_\_\_ FAA \_\_\_ FTA \_\_\_ DOT (includes WisDOT) \_\_\_ Other: EPA

**CONTACT INFORMATION**

Contract Administrator: Suzanne Carter Phone: 257-8017 Date: 3/5/15  
 Email Address suzanne.carter@milwaukeeCountyWi.gov Fund: 0001 Agency: Parks Org No. 9000

**PROJECT INFORMATION**

Project Name: EPA "Engaging Urban Youth to Control Invasive Species" Milwaukee Conservation Leadership Corp/Student Conservation Association Subcontract  
 Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):  
MCLC/SCA, under the supervision of Parks Natural Areas staff, will engage city high-school students (grades 9-12) from disadvantaged populations to conduct extensive invasive species removal at 32 sites within the Park system. This contract requires a very specialized skill set that necessitates specific educational and scientific (natural resource) training. In addition, MCLC/SCA has provided \$200,000 in funding through Johnson Controls to hire summer crew leaders.  
 Contracting Opportunities (List NAICS codes): N/A. MCLC/SCA is a 501(c)(3) organization.  
 RFP/BID will be used (Yes/No) No Advertising Date: \_\_\_\_\_ Bid/Proposal Due Date: \_\_\_\_\_

**TYPE OF PROJECT**

<b>Professional Services</b>	<u>Estimated Amount</u>	<u>Recommended DBE Participation</u>	
	\$ <u>261,414</u>	<u>0%</u>	
<b>Construction Related</b>	<u>Estimated Amount</u>	<u>Estimated Allowance</u>	<u>Recommended DBE Participation</u>
	\$ _____	\$ _____	_____%

**APPROVALS**

Is county board approval required? Yes Resolution #: \_14-675\_ (**attach resolution**)

**WAIVER REQUEST**

**Request for a goal of 0% requires signature of department head, a full scope of project and explanation.**

John Dargle, Jr. \_\_\_\_\_  
 Department/Division Administrator Name Signature Date

**CBDP USE ONLY**

Concur with Recommendation \_\_\_\_\_ X, or provide the following goals: \_\_\_\_\_ 0%  
 This contract is exempt from the DBE goal: \_\_\_ Yes \_\_\_X\_\_\_ No  
 Approved: *Rick Narva* Date: 3/6/2015

*	NAICS CODE	DESCRIPTION
	212319	Other Crushed & Broken Stone Mining & Quarrying
	212321	Construction Sand & Gravel Mining
	212322	Industrial Sand Mining
	236117	New Housing Operative Builders
	236118	Residential Remodelers
	236210	Industrial Building Construction
	236220	Commercial & Institutional Building Construction
	237110	Water & Sewer Line & Related Structures Construction
	237120	Oil & Gas Pipeline & Related Structures Construction
	237130	Power & Communication Line & Related Structures Construction
	237310	Highway, Street & Bridge Construction
	237990	Other Heavy & Civil Engineering Construction
	238110	Poured Concrete Foundation & Structure Contractors
	238120	Structural Steel and Precast Concrete Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238150	Glass and Glazing Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238190	Other Foundation, Structure & Building Exterior Contractors
	238210	Electrical Contractors & Other Wiring Installation Contractors
	238220	Plumbing, Heating & Air-Conditioning Contractors
	238290	Other Building Equipment Contractors
	238310	Drywall & Insulation Contractors
	238320	Painting and Wall Covering Contractors
	238330	Flooring Contractors
	238340	Tile & Terrazzo Contractors
	238350	Finish Carpentry Contractors
	238390	Other Building Finishing Contractors
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors
	323114	Quick Printing
	323116	Manifold Business Forms Printing
	323117	Books Printing
	323119	Other Commercial Printing
	325998	All Other Miscellaneous Chemical Product & Preparation Manufacturing
	327215	Glass Product Manufacturing Made of Purchased Glass
	327320	Ready-Mix Concrete Manufacturing
	331210	Iron & Steel Pipe & Tube Manufacturing from Purchased Steel
	332116	Metal Stamping
	332311	Prefabricated Metal Building & Component Manufacturing
	332312	Fabricated Structural Metal Manufacturing
	332321	Metal Window & Door Manufacturing
	332322	Sheet Metal Work Manufacturing
	332323	Ornamental & Architectural Metal Work Manufacturing
	332510	Hardware Manufacturing
	423210	Furniture Merchant Wholesalers
	423310	Lumber, Plywood, Millwork & Wood Panel Merchant Wholesalers
	423320	Brick, Stone & Related Construction Material Merchant Wholesalers
	423330	Roofing, Siding & Insulation Material Merchant Wholesalers
	423390	Other Construction Material Merchant Wholesalers
	423510	Metal Service Centers & Other Metal Merchant Wholesalers
	423610	Electrical Apparatus & Equipment, Wiring Supplies & Related Equipment Merchant Wholesalers
	423690	Other Electronic Parts & Equipment Merchant Wholesalers
	423710	Hardware Merchant Wholesalers
	423720	Plumbing & Heating Equipment & Supplies (Hydronics) Merchant Wholesalers
	423730	Warm Air Heating & Air-Conditioning Equipment & Supplies Merchant Wholesalers

423740	Refrigeration Equipment & Supplies Merchant Wholesalers
423840	Industrial Supplies Merchant Wholesalers
443120	Computer & Software Stores
445299	All Other Specialty Food Stores
453110	Florists
453210	Office Supplies and Stationery Stores
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)
454210	Vending Machine Operators
454390	All Other Direct Selling Establishments
485991	Special Needs Transportation
485999	All Other Transit & Ground Passenger Transportation
488410	Motor Vehicle Towing
492110	Couriers & Express Delivery Services
492210	Local Messengers & Local Delivery
493110	General Warehousing & Storage
517110	Wired Telecommunications Carriers (except Satellite)
523120	Security Brokers and Dealers
523930	Investment Advice
524210	Insurance Agents, Brokers and Service
524291	Claims Adjusting
524292	Third Party Administration of Insurance
532490	Equipment Rental and Leasing, NEC
541110	Office Administrative Services
541211	Accounting, Auditing and Bookkeeping
541213	Tax Return Preparation Services
541219	Accounting Services/Other
541310	Architectural Services
541320	Landscape Architectural Services
541330	Engineering Services
541340	Drafting Services
541360	Geophysical Surveying & Mapping Services
541370	Surveying & Mapping (Except Geophysical) Services
541380	Testing Laboratories
541410	Interior Designs Services
541420	Industrial Design Services
541430	Commercial Art and Graphic Design / Graphic Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541611	Management Consulting Services
541613	Marketing Consulting Services
541618	Other Management Consulting Services
541620	Environmental Services
541730	Landscape Services (lawn care, sod laying, seeding, installations, etc.)
541810	Advertising Agencies
541820	Public Relations Services
541860	Direct Mail Advertising Services
541910	Educational Research Commercial
541922	Photographic Services
541930	Translation and Interpretation Services
561110	Legal Services
561210	Facilities Support Services
561320	Temporary Help Services
561410	Computer Process/Data Preparation and Processing
561439	Photocopying and Duplicating Services
561440	Collection Services
561510	Travel Agencies



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

Mail to: 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	<b>CONTRACT TYPE</b>	
	Professional Service - Operating	
	Professional Service - Capital	
	Purchase of Service	
	Preliminary	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Parks, Recreation and Culture	900	9000

**VENDOR INFORMATION**

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
		X		

NAME OF VENDOR	ADDRESS
Student Conservation Association	2342 N. 27th St. Milwaukee, WI 53210

TAX I.D. NO.	EFFECTIVE DATES: begin date                      end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	03/01/15                      04/30/17	26		\$ 261,414.00

**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
2015		0001	900	9420	KEPG	VM11	6050		RADM		\$ 261,414.00

**PURPOSE OF CONTRACT**  
 Subcontract to EPA Grant Number 00E01436.

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? Will go to April cycle.

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

Is Vendor a certified professional service DBE?  YES  NO

Suzanne Carter	03/12/15	
Prepared By	Date	Contract Services Manager
		Finance Manager
Signature of County Administrator	Date	Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**3/11/2015**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Robertson Ryan - Waukesha 20975 Swenson Drive, Suite 175 Waukesha, WI 53186	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(414) 271-3575</b> FAX (A/C, No): <b>(262) 717-9434</b> E-MAIL ADDRESS: <hr/> INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A : <b>The Travelers Indemnity Company of Connecticut</b> <b>25682</b> INSURER B : <b>The Travelers Property Casualty Insurance Company of America</b> <b>25674</b> INSURER C : <b>The Travelers Indemnity Company of America</b> <b>25666</b> INSURER D : INSURER E : INSURER F :
<b>INSURED</b> Milwaukee Area Workforce Investment Board Inc 2338 North 27th Street Milwaukee, WI 53210-3100	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>A</b>	<b>X COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<b>X</b>		<b>6307881B818</b>	<b>07/07/2014</b>	<b>07/07/2015</b>	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>	<b>X</b>		<b>8100063C14A</b>	<b>07/07/2014</b>	<b>07/07/2015</b>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
<b>B</b>	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			<b>CUP0063C151</b>	<b>07/07/2014</b>	<b>07/07/2015</b>	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N      N / A		<b>X</b>	<b>UB6952B904</b>	<b>07/07/2014</b>	<b>07/07/2015</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate holder is listed as an additional insured under the general liability and auto liability ATIMA. A waiver of subrogation in favor of the cert holder applies under the workers compensation.

<b>CERTIFICATE HOLDER</b> Milwaukee County Department of Parks, Recreation & Culture 9480 Watertown Plank Rd Wauwatosa, WI 53226	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

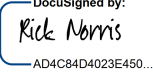
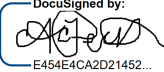
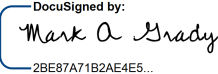
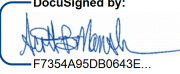
## Certificate of Completion

Envelope Number: 31C0A40DC94545198D5037B96C8BBBF4	Status: Completed
Subject: Please DocuSign these documents: MCLC Services Agreement 2015.pdf, MCLC DBE 12 2015.pdf, MCLC 168...	
Source Envelope:	
Document Pages: 14	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Suzanne Carter
	901 N 9th St
	Ste 301
	Milwaukee, WI 53233
	suzanne.carter@milwaukeecountywi.gov
	IP Address: 204.194.251.5

## Record Tracking

Status: Original	Holder: Suzanne Carter	Location: DocuSign
3/18/2015 8:17:01 AM CT	suzanne.carter@milwaukeecountywi.gov	

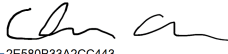
## Signer Events

Signer Events	Signature	Timestamp
<p>Rick Norris rick.norris@milwaukeecountywi.gov CBDP Director Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by:  AD4C84D4023E450...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 3/18/2015 8:22:03 AM CT Viewed: 3/18/2015 8:38:28 AM CT Signed: 3/18/2015 8:38:51 AM CT</p>
<p>Amy Pechacek amy.pechacek@milwaukeecountywi.gov Director of Risk Management Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/25/2014 12:36:39 PM CT ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c</p>	<p>DocuSigned by:  E454E4CA2D21452...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 3/18/2015 8:38:53 AM CT Viewed: 3/19/2015 2:22:53 PM CT Signed: 3/19/2015 2:23:27 PM CT</p>
<p>Mark A Grady corp counsellsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by:  2BE87A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 3/19/2015 2:23:29 PM CT Viewed: 3/23/2015 5:07:27 PM CT Signed: 3/23/2015 5:08:51 PM CT</p>
<p>Scott B. Manske comptrollerssignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered ID:</p>	<p>DocuSigned by:  F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 3/23/2015 5:08:54 PM CT Viewed: 3/24/2015 4:36:39 PM CT Signed: 3/24/2015 4:37:21 PM CT</p>

**Signer Events**

Chris Abele  
 cabele@milwcnty.com  
 County Executive  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

**Signature**

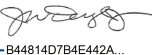
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**Timestamp**

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 Viewed: 3/26/2015 11:18:16 AM CT  
 Signed: 3/26/2015 11:19:22 AM CT

John Dargle  
 john.dargle@milwaukeecountywi.gov  
 Department of Parks, Recreation and Culture -  
 Director  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

DocuSigned by:  
  
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Using IP Address: 204.194.251.5

Sent: 3/26/2015 11:19:25 AM CT  
 Viewed: 3/27/2015 10:26:36 AM CT  
 Signed: 3/27/2015 10:27:05 AM CT

**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****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	3/26/2015 11:19:25 AM CT
Certified Delivered	Security Checked	3/27/2015 10:26:36 AM CT
Signing Complete	Security Checked	3/27/2015 10:27:05 AM CT
Completed	Security Checked	3/27/2015 10:27:05 AM CT

**Electronic Record and Signature Disclosure**



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From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

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### **How to contact Wisconsin Milwaukee County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [plee@milwcnty.com](mailto:plee@milwcnty.com)

**To advise Wisconsin Milwaukee County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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**To withdraw your consent with Wisconsin Milwaukee County**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**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"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

1.1 settings via proxy connection
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.