

AMENDMENT NO. 1

**TO PROFESSIONAL SERVICE CONTRACT BETWEEN MILWAUKEE COUNTY
AND INTELLISOFT, INC.**

FULLY EXECUTED BY THE PARTIES ON OCTOBER 21, 2014

WHEREAS, the parties, Milwaukee County and Intellisoft, Inc. (“Intellisoft”) executed a Professional Service Contract (“Contract”) on October 21, 2014, for the delivery of professional services to provide the Airport Public Safety and Security office with a Credentialing Management System at General Mitchell International Airport; and

WHEREAS, Intellisoft agreed to develop software applications to comply with the Request For Proposal (“RFP”) No. 6869; and

WHEREAS, Airport Staff identified two additional software applications needed but not included in the RFP; and

WHEREAS, these software applications will improve regulatory compliance and life and safety at General Mitchell International Airport and requires Intellisoft to perform additional work under this contract;

NOW THEREFORE, the parties agree to amend the Contract as follows;

1. Paragraph 1 of the Contract shall be amended to include InterfaceICE-CLIQ and InterfaceICE-Everbridge into the Scope of Services.
2. Paragraph 4 of the Contract shall be amended to extend the work completion date to July 31, 2015.
3. Paragraph 5.A shall be added to read as follows:

“5.A. Contractor shall be compensated in the following manner: \$25,000.00 upon a successful site acceptance test of the InterfaceICE-CLIQ software; \$25,000.00 upon a successful site acceptance test of the InterfaceICE-Everbridge software. The total contract amount shall be increased from \$299,605.00 to \$349,605.00.”

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

RECOMMENDED FOR APPROVAL:

FOR MILWAUKEE COUNTY

INTELLISOFT, INC.

DocuSigned by:
Brian Dranzik 6/5/2015
DC80BD388A73433...
Brian Dranzik Date

R. David Peeples 06/03/15
Signature Date

Director, Department of Transportation

R. David Peeples

Print Name

Witnessed by:
DocuSigned by:
Parola Candia 6/8/2015
7D02A981BF524CD...

VP, Operations
Title

Reviewed by County Risk Management
DocuSigned by:
[Signature] 6/8/2015
E454E4CA2D21452... Date

Witnessed by:
[Signature]

Approved with regards to Milwaukee
County Ordinance Chapter 42:

IF PRINCIPAL IS A CORPORATION
IMPRINT CORPORATE SEAL

DocuSigned by:
Rick Norris 6/9/2015
AD4CB4D4023E45D...
By Community Business Development Partners Date

DocuSigned by:
[Signature] 6/22/2015
SC054A05D00E41E...
Comptroller Date

Approved as to appropriate use of a
professional service contract, form and
independent contractor status by
Corporation Counsel:

DocuSigned by:
[Signature] 6/22/2015
Chris Abele Date
County Executive

DocuSigned by:
Timothy Karaskiewicz 6/16/2015
C017ABEC9DC040A...
By Principal Assistant Corporation Counsel Date

Approved as Compliant under
Sec. 59.42 (2) (b) 5, Stats.

Corporation Counsel Date

PROFESSIONAL SERVICE CONTRACT 1684R4						INSTRUCTIONS: (Type or Print Form) Mail to: Accounts Payable, Courthouse - Room 301 and DBD at sixth floor 27th Street		Refer to ADMINISTRATIVE MANUAL 1.13, for procedures		Section		
DEPARTMENT NAME Department of Transportation and Public Works - Airport Division						AGENCY NO. 504		DEPARTMENT (HIGH) ORG NO 5040				
VENDOR INFORMATION												
VENDOR NO. 20663				ORDER TYPE		NEW or	AMEND	CONTRACT NO.				
NAME OF VENDOR Intellisoft, Inc.						ADDRESS 201B W. Butler Road, Suite 1114, Mauldin, SC 29662						
TAX I.D. NO. 20-1016512		EFFECTIVE DATES: begin date 10/01/14 end date 07/31/15		LENGTH OF CONTRACT (IN MONTHS) 10		AMENDMENT ONLY: DOLLAR CHANGE \$ 50,000.00		TOTAL CONTRACT AMOUNT \$349,605				
ACCOUNTING INFORMATION												
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended	
2015	01	0076	504	5064			6637				\$349,605	
PURPOSE OF CONTRACT												
Was County Board approval received prior to contract execution or contract amendment or extension?												
<input type="checkbox"/> If YES, give County Board File No. _____ Date Approved _____ <input type="checkbox"/> If NO, why is County Board approval not required? _____												
Was Corp Counsel DBD Division and Risk Mngmnt approval received prior to execution of contract?												
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO												
Was Contract executed prior to work being performed?												
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>												
Is Vendor a certified professional service DBE?												
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO												
Prepared By Pamela Cavadias				Date 06/05/15		Title Executive Assistant						
Signature of County Administrator <i>Karen Frueberg</i>				Date 6/8/15		Title GMIA Accounting Manager						

PROFESSIONAL SERVICES CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by (name, title and organization unit) and Intellisoft, Inc. (hereinafter called "Contractor") is entered into on October 1, 2014.

1. SCOPE OF SERVICES

Contractor shall specifically perform all of the tasks and achieve the objectives for providing a Credentialing Management System as set forth in Contractor's proposal, dated December 13, 2013, which is attached hereto as Exhibit A and incorporated herein by reference, and the County's Request for Proposal, dated November 8, 2013, which is attached hereto as Exhibit B and also incorporated herein by reference. If there is a variance between Contractor's proposal and the County's request for proposal, the latter shall be controlling, unless otherwise provided for in writing.

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

- a) This Professional Service Contract;
- b) County Request for Proposal (Official Notice No. 6869);
- c) Intellisoft proposal

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. OFFICE SPACE AND OTHER SUPPORT TO BE PROVIDED BY COUNTY (Optional)

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

4. DATES OF PERFORMANCE

Contractor shall begin work within 30 days after execution of this Contract, which work shall be completed on or before November 3, 2014.

5. COMPENSATION

Contractor shall be compensated in the following manner: \$149,802.50 (50% of total project cost) upon project commencement; \$119,842.00 (40% of the total project cost) upon a successful site acceptance test; and the remaining \$29,960.50 (10% of the total project cost) upon production use of the system, for a total of \$299,605.00. 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, Contractor may file a claim for 3% (annual rate) on amounts not paid after the 60th day.

6. BILLING

Contractor shall provide the County with invoices for amounts billed as described in Item 5 above.

7. TAXES

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

8. 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 Contractor.

9. AUDIT AND INSPECTION OF RECORDS

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

10. AFFIRMATIVE ACTION

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. 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. Contractor assures that it will require that its covered suborganizations provide assurances to 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.

11. DISADVANTAGED BUSINESS ENTERPRISE

Contractor shall comply with the County Ordinance 42 and CFR 49 part 23, which have an overall goal of zero percent (0%) participation of certified disadvantaged, minority and/or women business enterprise (DBEs) on professional service contracts. In accordance with this, Contractor shall ensure that DBEs have the maximum opportunity to participate in this project. The specific goal for this project is zero percent (0%).

12. 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, under Title VI, 49CFR Part 21 of the Civil Rights Act of 1964 and Section 4.21 of the Milwaukee County General Ordinances, 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 Exhibit C 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, the County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by 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.

13. INSURANCE

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Workers Compensation, Employer's Liability and General, Contractual, Professional 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 Workers' Compensation laws or other insurance provisions.

Evidence of Workers Compensation and General and Automobile Liability insurance shall be given the County by a certificate naming the County as an additional insured on general and automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.

14. INDEMNITY/INSURANCE

CONTRACTORS/CONSULTANTS INDEMNIFICATION AND PROFESSIONAL LIABILITY INSURANCE

INDEMNITY

Contractor/Consultant agrees to the fullest extent permitted by law to indemnify, defend and hold the County harmless, including its agents, officers and employees, from and against all loss or expense, including costs and attorneys fees, by reason of claims made under worker's compensation law and/or liability for damages or loss including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor/Consultant, or its agents which may arise out of or are connected with the activities or operations of Contractor/Consultant covered by this Agreement, including any claim or award of damages arising out of U.S. patent, trademark or copyright infringement, all without the County waiving any governmental immunity or other right available to the County under Wisconsin Law.

Contractor/Consultant 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 computer programs involved in the performance of the tasks and services covered by this agreement.

INSURANCE

Contractor/Consultant shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this agreement.

Contractor/Consultant 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	\$1,000,000 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, as its interests may appear, on Comprehensive General Liability and Automobile Liability, shall be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, as respects the services provided in this agreement. 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 thirty (30) day written notice of cancellation, non-renewal, or material change shall be afforded to the County.

The insurance specified above shall be placed with an AA+ rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this agreement. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

A.1. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

Contractor/Consultant 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/Consultant 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 agreement 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.

Contractor/Consultant 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.

Contractor/Consultant 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 deviations or waiver to Contractor/Consultant prior to Contractor/Consultant effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Consultant.

It is understood and agreed that Contractor/Consultant will obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the County.

NOTE: Professional liability will be required for architectural and engineering design and supervision. If the principal consulting firm is not eligible for this coverage, the principal consulting firm shall disclose the sub-consultant who will perform the architectural and engineering design work and evidence the existence of professional liability coverages for such sub-consultants as respects this section.

For Medical-Dental, Clinical, HMO, etc., please contact the Director of Risk Management for insurance requirements.

15. 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 Contractor providing the service under the contract.

16. 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.

17. 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.

18. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

The 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.

19. FUNDING

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

20. COOPERATION UPON TERMINATION

Contractor must cooperate with the County in the event of termination so as to ensure that the County can maintain continuity of service delivery. Such cooperation will include the provision to the 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 the County can maintain continuity of service delivery addressed in this Contract. Contractor must provide said information prior to the effective date of the termination or contract end.

21. 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.

22. SUBCONTRACTS

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

23. 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 Contract, 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 the County assign this Contract in its entirety to any entity that acquires all of substantially all of the assets of Contractor.

24. 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."

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 the 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 Certified or Registered mail, postage prepaid, addressed to:

(name and address)
General Mitchell International Airport
5300 S. Howell Ave.
Milwaukee, WI 53207

and notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, to:

(name and address),

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. AIRPORT SECURITY

Contractor covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the Federal Aviation Administration (FAA), the Federal Transportation Security Administration and the U.S. Department of Justice.

Contractor, its employees, agents or contractors are expressly required at all times to comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the FAA, the Federal Transportation Security Administration and the U.S. Department of Justice.

Should a penalty be imposed on the County for an incident involving Contractor's breach of security, Contractor agrees to reimburse County for any and all such penalties including, but not limited to, civil fines which may be imposed upon the County by any state, local or federal agency, or officer, including the Transportation Security Administration.

31. 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, regulations and orders.

32. SEVERABILITY OF PROVISIONS

If any one or more of the covenants, agreements, provisions or terms of this Contract 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 Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

33. WAIVERS

No term or provision of this Contract 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 Contract 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.

34. BINDING EFFECT

This resulting Contract 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. 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.

35. ADDITIONAL CONTRACTUAL TERMS

Contractor Personnel. Contractor shall provide, as described in the Scope of Services (SOS) 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 the County. Contractor may not replace or substitute any specific individuals identified in the SOS without the prior written consent of the 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 SOS, 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 County 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.

36. TECHNOLOGY POLICY

- A. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, that "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."
- B. Contractor hereby attests that it has been furnished with a copy of Milwaukee County's Use of Technologies Policy 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.

37. AUTHORIZATION

Milwaukee County has executed this Contract pursuant to action taken by its Board of Supervisors on July 31, 2014, Resolution File No. 14-479.

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

RECOMMENDED FOR APPROVAL:

FOR MILWAUKEE COUNTY

DocuSigned by: Benj Blue 10/14/2014
C03A72557A70440
Airport Director Date

Above Signature Witnessed by:
Debra DeNeckel
2FFC2E800ED54AD

Reviewed by County's Risk Manager:
DocuSigned by: Edgar Risk 10/9/2014
E454E4CA2D21452
By Risk Manager Date

Approved with regards to Milwaukee County Ordinance Chapter 42:
DocuSigned by: Rick Norris 9/25/2014
AD4C84D4023E450
By Community Business Development Partners Date

Approved as to appropriate use of a professional service contract, form and independent contractor status by Corporation Counsel:
DocuSigned by: Timothy Karaskiewicz 10/13/2014
C017ABEC90C040A
By Assistant Corporation Counsel Date

Insert Exhibit C - EEOC Form DBE forms to be included:
Insert DBE-12PS or Waiver form

FOR Name of Company

R DAVID PEEPLES
Print Name
[Signature]
Signature and Date
VP, OPERATIONS
Title
20-1016512
Taxpayer ID No.

Above Signature Witnessed by:
Cathy M Hall

IF PRINCIPAL IS A CORPORATION
IMPRINT CORPORATE SEAL

DocuSigned by: Scott B. Manske 10/15/2014
F7354A85DB0843E
Scott B. Manske Date
Comptroller

DocuSigned by: Chris Abele 10/20/2014
2E5E0833A2CC443
Chris Abele, County Executive Date

Approved as Compliant under Sec. 59.42(2)(b)5, Stats.:
Mark A Grady 10/21/2014
2BE87A71B2AE4E5
Corporation Counsel Date

Certificate Of Completion

Envelope Number: C3AC01E06CE745B0B04EC7649F895646	Status: Sent
Subject: Please DocuSign this document: Form 1684 - First Amendment to Intellisoft, Inc. Contract.pdf	
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	Pam Cavadias
	901 N 9th St
	Ste 301
	Milwaukee, WI 53233
	pcavadias@mitchellairport.com
	IP Address: 67.52.213.169

Record Tracking

Status: Original	Holder: Pam Cavadias	Location: DocuSign
6/4/2015 2:50:54 PM CT	pcavadias@mitchellairport.com	

Signer Events

Brian Dranzik
brian.dranzik@milwaukeecountywi.gov
Director of Transportation
Milwaukee County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered
ID:

Signature

DocuSigned by:
Brian Dranzik
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Pam Cavadias
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Executive Assistant
GMA - Milwaukee County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Not Offered
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Pamela Cavadias
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Amy Pechacek
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Director of Risk Management
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Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure: Accepted: 2/25/2014 12:36:39 PM CT
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Amy Pechacek
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Rick Norris
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ID:


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Rick Norris
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Signer Events

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Airport Corporation Counsel
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ID:

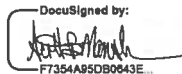
Signature

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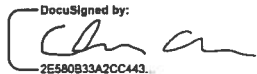
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Electronic Record and Signature Disclosure: Not Offered
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Airport Safety & Security Manager
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Electronic Record and Signature Disclosure: Not Offered
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