

PROFESSIONAL SERVICE CONTRACT

Frank Zeidler Center for Public Discussion

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called the "County"), represented by its Office of African American Affairs, and the Frank Zeidler Center for Public Discussion (hereafter called "Contractor"), is entered into as of March 1, 2016.

1. SCOPE OF SERVICES.

The Contract consists of the following two 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) Program Proposal

2. STAFFING.

Contractor's employees listed below are to be assigned to the project and work the approximate hours at the billing rate(s) listed below:

<u>Name</u>	<u>Position</u>
Katherine Wilson, PhD	Executive Director

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

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

3. DATES OF PERFORMANCE.

Contractor shall begin work upon execution of this Contract, which work shall be completed on or before December 31, 2016.

4. COMPENSATION.

Contractor shall be compensated for work performed at the billing rate listed in the Program Proposal. This compensation shall include any and all out-of-pocket expenses incurred by Contractor or its employees. The total compensation to Contractor for services performed under the Contract shall not exceed \$7,500.00 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 billings, which shall include, but not be limited to, the following:

- A. Name and address of contractor
Invoice date and number
Contract number
- B. Dates and hours worked-- Description, quantity, unit of measure, unit price and extended price of the services delivered
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 to:

Nate Holton
Milwaukee County Executive's Office
901 N. 9th St.
Room 306
Milwaukee, WI 53233

The County reserves the right to use a purchasing card to pay invoices

6. REPORTS.

Within one week of completion of a Facilitated Dialogue as described in the Program Proposal, Contractor shall provide a Comprehensive Report as described in the Program Proposal as well as other materials generated from the Facilitated Dialogue (including participant sign-in sheets) to County.

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, 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 related to the performance of the Contract for a period of up to three years following the date of last payment. 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. Any and all county contracts and solicitations for contracts shall include a statement that the contractor and any subcontractors understand and will abide by the requirements of this chapter.

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 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 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. DISADVANTAGED BUSINESS ENTERPRISES.

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.

11. 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, sex, sexual orientation, gender identity and expression, age, ancestry or nationality, political or religious affiliation, creed, or disability, 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 the County setting forth the provisions of this 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 this Contract.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Contractor's workforce, where these groups may have been previously under-utilized and under-represented. Contractor

also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be its responsibility to show that it has met all such requirements.

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

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

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.

The Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor’s employees and agents, shall rest with the Contractor. The Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker’s Compensation, Employers Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker’s Compensation laws or other insurance provisions.

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

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers’ Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer’s Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage	\$1,000,000 Per Occurrence

(incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired Uninsured Motorists	Per Wisconsin Requirements

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

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

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

A.1. Compliance with Governmental Requirements.

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

A.2. Professional Liability – Additional Provisions.

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

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

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

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

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

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

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 30 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 Sec. 23 of 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 Sec. 12 of 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:

To County:

Frank Zeidler Center for Public Discussion
Attn.: Katherine Wilson
631 N. 19th Street
Milwaukee, WI 53233

Office of African American Affairs
Attn.: Nate Holton
901 N. 9th St, Room, 306
Milwaukee, WI 53233

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.

Frank Zeidler Center for Public Discussion

DocuSigned by:
By: Katherine Wilson Date: 8/31/2016
Katherine Wilson, Executive Director

Office on African American Affairs

DocuSigned by:
By: Nathaniel Holton Date: 8/31/2016
Nate Holton, Deputy Chief of Staff

Approved with regards to County Ordinance Chapter 42:

DocuSigned by:
By: Rick Norris Date: 8/31/2016
Community Business Development Partners

Reviewed by:

DocuSigned by:
By: [Signature] Date: 9/1/2016
Risk Management

Approved for execution:

DocuSigned by:
By: Paul D. Englitsch Date: 9/7/2016
Corporation Counsel

Approved as to funds available

Approved:

per Wisconsin Statutes Section 59.255(2)(e):

DocuSigned by:
By: [Signature] Date: 9/9/2016
Controller

DocuSigned by:
By: [Signature] Date: 9/12/2016
County Executive

The County has executed this Contract pursuant to Wis. Stats. § 59.52(31)(b).

DocuSigned by:
By: Paul D. Kuglitsch Date: 9/14/2016
Corporation Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2016

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Marshall Financial Group 10 E. Doty St. Suite 800 Madison WI 53703	CONTACT NAME: PHONE (A/C, No, Ext): 608-204-5892 FAX (A/C, No): 866-542-3609 E-MAIL ADDRESS: marshall_financial@yahoo.com														
INSURED Ziedler Center for Public Discussion 631 N. 19th Street Milwaukee WI 53233	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Hanover / Citizens Ins CO</td> <td style="text-align: center;">31534</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover / Citizens Ins CO	31534	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

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
A	COMMERCIAL GENERAL LIABILITY <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:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OB1 D012638 00	08/15/2016	08/15/2017	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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	OB1 D012638 00	08/15/2016	08/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	BX94141801	08/15/2016	08/15/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 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 Milwaukee County – Att: Nate Holton Rm 306 Office of African American Affairs 901 N. 9th St, Rm 306 Milwaukee, WI 53233 nathaniel.holton@milwaukeecounty.wi.gov	CANCELLATION 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 Marshall Financial Group Fred H Marshall, CLU, ChFC, CIC
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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 CBDP, 414-278-4747 or

CBDP@milwaukeeCountyWi.gov

FUNDING SOURCE

X Local ___ State ___ Federal ___ Grant If Federally Funded, what percentage? ___ %
Federal Source of Funds: ___ FAA ___ FTA ___ DOT (includes WisDOT) ___ Other: ___

CONTACT INFORMATION

Contract Administrator: Nate Holton Phone: 414-278-5281 Date: 7/12/16
Email Address nate.holton@milwaukeecountywi.gov Fund: ___ Agency: ___ Org No. ___

PROJECT INFORMATION

Project Name: OARA Public Meetings Project No.: ___

Contract Scope/Project Description (attach scope/description of work or estimating sheet):

5 facilitated public discussions

Contracting Opportunities (List NAICS codes): ___

RFP/BID will be used (Yes/No) No Advertising Date: ___ Bid/Proposal Due Date: ___

TYPE OF PROJECT

Table with 4 columns: Professional Services, Construction Related, Estimated Amount, Estimated Allowance, Recommended DBE Participation. Includes handwritten values for Professional Services (\$7,500).

APPROVALS

Is county board approval required? NO No Resolution #: ___ (attach resolution)

WAIVER REQUEST

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

Explanation: Under \$10,000 + vendor uses minority facilitators

Signature lines for Nate Holton (Department/Division Administrator Name), Nathaniel Holton (Signature), and 7/12/16 (Date)

CBDP USE ONLY

Concur with Recommendation [checked], or provide the following goals: ___ 0 %
This contract is exempt from the DBE goal: [checked] Yes ___ No

Approved: Rick Norris Date: 7/12/2016

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	X	Final	

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Office on African American Affairs	109	1090

VENDOR INFORMATION

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

NAME OF VENDOR	ADDRESS
Frank Zeidler Center for Public Discussion Attn: Katherine Wilson, Executive Director	631 N. 19th St. Milwaukee, WI 53233

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	03/01/16 12/01/16	10		\$ 7,500.00

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
2016	01	0001	109	1091	na	na	6999	na	na	na	\$ 7,500.00

PURPOSE OF CONTRACT

Public meeting facilitation and production of summary reports.

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? Less than \$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

Nate Holton 07/12/16

Deputy Chief of Staff

Prepared By *Nathaniel Holton* Date 7/12/16

Title _____

Signature of County Administrator Date _____

Title _____

Certificate Of Completion

Envelope Id: A622A7BB89F949B290541CA02A801231	Status: Completed
Subject: Please DocuSign these document: OAAA Contract	
Source Envelope:	
Document Pages: 13	Signatures: 8
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Stephanie Gulizia
Time Zone: (UTC-06:00) Central Time (US & Canada)	901 N 9th St
	Ste 301
	Milwaukee, WI 53233
	sgulizia@milwcnty.com
	IP Address: 204.194.251.5

Record Tracking

Status: Original	Holder: Stephanie Gulizia	Location: DocuSign
8/31/2016 10:41:07 AM	sgulizia@milwcnty.com	

Signer Events

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

Signature

DocuSigned by:

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 Using IP Address: 204.194.251.5

Timestamp

Sent: 8/31/2016 10:46:35 AM
 Viewed: 9/1/2016 9:37:26 AM
 Signed: 9/1/2016 9:38:02 AM

Katherine Wilson
 katherine@zeidlercenter.org
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Accepted: 8/31/2016 11:03:13 AM
 ID: 85602b5b-f516-48bf-8ee8-77819a78497d

DocuSigned by:

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 Using IP Address: 174.198.12.13
 Signed using mobile

Sent: 8/31/2016 10:49:00 AM
 Viewed: 8/31/2016 11:03:13 AM
 Signed: 8/31/2016 11:04:01 AM

Nathaniel Holton
 nate.holton@milwaukeecountywi.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Accepted: 8/31/2016 10:51:21 AM
 ID: 0deaaebf-110c-4639-99f6-6eac052c9c15

DocuSigned by:

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 Using IP Address: 204.194.251.5

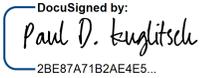
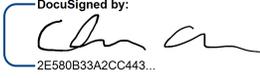
Sent: 8/31/2016 10:46:35 AM
 Viewed: 8/31/2016 10:51:21 AM
 Signed: 8/31/2016 10:51:42 AM

Rick Norrris
 rick.norris@milwaukeecountywi.gov
 CBDP Director
 Milwaukee County
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

DocuSigned by:

 AD4C84D4023E450...
 Using IP Address: 65.28.168.25

Sent: 8/31/2016 10:46:35 AM
 Viewed: 8/31/2016 9:37:55 PM
 Signed: 8/31/2016 9:38:54 PM

Signer Events	Signature	Timestamp
<p>Paul D. Kuglitsch corp counselsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  2BE87A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 9/1/2016 9:38:04 AM Viewed: 9/7/2016 11:36:09 AM Signed: 9/7/2016 11:36:35 AM</p>
<p>Scott B. Manske comptrollersignature@milwcnty.com Comptroller Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 9/7/2016 11:36:37 AM Viewed: 9/9/2016 2:15:32 PM Signed: 9/9/2016 2:19:31 PM</p>
<p>Chris Abele cabele@milwcnty.com County Executive Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  2E580B33A2CC443...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 9/9/2016 2:19:34 PM Viewed: 9/12/2016 9:13:59 AM Signed: 9/12/2016 9:14:13 AM</p>
<p>Paul D. Kuglitsch corp counselsignature@milwcnty.com Deputy Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>DocuSigned by:  2BE87A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.5</p>	<p>Sent: 9/12/2016 9:14:16 AM Viewed: 9/14/2016 3:08:22 PM Signed: 9/14/2016 3:08:40 PM</p>

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	9/12/2016 9:14:16 AM
Certified Delivered	Security Checked	9/14/2016 3:08:22 PM
Signing Complete	Security Checked	9/14/2016 3:08:40 PM
Completed	Security Checked	9/14/2016 3:08:40 PM

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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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