



**DEPARTMENT OF CHILD SUPPORT SERVICES**

**PROFESSIONAL SERVICE AGREEMENT**  
*UNITED COMMUNITY CENTER*

# **MILWAUKEE COUNTY**

## **MASTER AGREEMENT**

**For Prof. Services**  
*with*  
**United Community Center**





## DEPARTMENT OF CHILD SUPPORT SERVICES

### PROFESSIONAL SERVICE AGREEMENT *UNITED COMMUNITY CENTER*

This PROFESSIONAL SERVICE AGREEMENT (the “Agreement”) is dated **March 22, 2024** (the “Effective Date”) and is between the **Milwaukee County**, a Wisconsin municipal body corporate, represented by its **Department of Child Support Services** (the “County” or “CSS”) and **United Community Center** (the “Contractor”) combined to be considered the Parties to this Agreement (“Parties”).

### RECITALS

1. Milwaukee County and Contractor wish to enter a professional services relationship for the provision of services and achieve objectives contingent on the annual renewal of the Office of Family Assistance Award No. 90ZJ0010-04, (hereinafter “award” or “grant”), a discretionary grant by the United States Department of Health and Human Services Administration for Children and Families (ACF).
2. Due to the nature of this contract, it falls under Chapter 56.30 of the Milwaukee Code of Ordinances, “Professional Services”. This Professional Services Agreement is entered into following all requirements stated in Chapter 56.30 as modified by Wisconsin state statutes.

ACCORDINGLY, intending to be legally bound, the Parties agree as follows:

#### 1. Definitions

Terms defined in the preamble and recitals of this Agreement have their assigned meanings, terms defined throughout this Agreement have their assigned meanings, and following terms have the meanings assigned to them:

“**Deliverables**” mean any item in the Contractor’s Scope of Services that is first developed or created by the Contractor for the County’s use as a result of Services provided under this Agreement. Deliverables include training documents, reports, analysis, and/or other documentation related to the Services provided under this Agreement. Deliverables do not include Contractor’s copyrighted materials and documentation, or other work product in existence prior to commencement of this Agreement, or first created by the Contractor in any manner not in connection with the Services provided in this Agreement.

“**MCCO**” means the Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified. A codified version of the MCCO is available at:

[Code of Ordinances | Milwaukee County, WI | Municode Library](#)

“**Services**” means the professional services provided under this Agreement by Contractor and/or its identified staff.



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## 2. Order of Precedence

The Agreement includes multiple documents. These documents are listed below in order of precedence and are incorporated by reference. The Parties shall follow the order below when resolving any inconsistencies between the terms of the Agreement and the terms of any Scope of Services, exhibits, addenda, or attachments to the Agreement:

### 2.1. This Professional Services Agreement

### 2.2. Milwaukee Department of Child Support Services and United Community Center Memorandum of Understanding (MOU) and Statement of Assurances for the Fatherhood Family-Focused, Interconnected Resilient, and Essential (Fatherhood FIRE) Funding Opportunity (Exhibit A)

### 2.3. Standard Insurance Requirements (Exhibit B)

### 2.4. TBE Participation Plan (Exhibit C)

### 2.5. EEOC Certificate (Exhibit D)

### 2.6. Milwaukee Department of Child Support Services Fatherhood FIRE Budget Detail (Exhibit E)

## 3. Scope of Services

### 3.1. Specific Performance

County and Contractor shall specifically perform services as identified in the MOU (Exhibit A). The Scope of Services executed by the Parties under this Agreement are subject to the terms and conditions of this Agreement and any other additional terms and conditions identified in the MOU (Exhibit A). Contractor agrees to adhere to all project operational policies and procedures established by CSS and allow site visits by CSS staff as needed and determined by CSS to monitor compliance with project policies, procedures, and terms of this Agreement. Failure to comply with any of the activities, services, and objectives outlined in this Agreement may result in a contract reduction unless deemed unnecessary by CSS. CSS reserves the right to stop services provided by the Contractor herein, if Contractor or their subcontractors are not complying with Federal, State, or local laws and/or not performing or complying with any of the activities, services, and objectives outlined in this Agreement.

## 4. Term and Termination.

### 4.1. Term.

The term of this Agreement shall be retroactive from September 30, 2023, through June 30, 2024, subject to further extension beyond this period, and contingent on the renewal of the award to the County, unless or until such time as either party notifies the other of its termination, as provided herein.

### 4.2. Termination.



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The Parties may terminate this Agreement as detailed in this Section.

#### **4.2.1. Termination for Breach**

Either Party may terminate this Agreement for breach if the other Party fails to meet its obligations under this Agreement in a timely manner. To terminate for breach, the non-breaching Party must provide the breaching Party written notice of intent to terminate, specifying the alleged breach and date of termination, a minimum of thirty (30) days prior to the stated termination date.

#### **4.2.2. Termination for Convenience.**

The County may terminate the Agreement at any time and for any reason by giving the Contractor thirty (30) days written notice of termination.

#### **4.2.3. Termination by the County for Insufficient Funds.**

The County may terminate this Agreement immediately and without any liability to the Contractor if the Administration of Children and Families (ACF) of the U.S. Department of Health and Human Services fails to appropriate the funds required for the completion of this Agreement.

#### **4.2.4. Rights & Obligations**

The Parties shall retain any and all fully vested rights that exist on the effective date of termination. The County's liability to the Contractor on termination is limited to either payment for goods and services delivered on or before the termination date, or specific performance by the County of any obligations under this Agreement until the termination date. Any payment due from the County upon termination is limited to the unpaid amount due. The County retains the right to rescind all rights to equipment purchased through this Agreement if the Agreement or federal funding is terminated prior to June 30, 2024, or, if the equipment is not utilized for the exclusive purpose of providing services described in the MOU (Exhibit A).

## **5. Compensation & Payment.**

### **5.1. Payment Terms**

The County shall compensate the Contractor for work performed as a fixed fee. The total compensation to the Contractor for services performed under the Agreement shall not exceed \$99,000.00 unless agreed to by the County in writing. Compensation is contingent on the annual renewal of Financial Assistance Award No. 90ZJ0010-04 a discretionary grant by the Administration of Children and Families (ACF) of the U.S. Department of Health and Human Services to CSS.



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The above compensation shall include any and all out-of-pocket expenses incurred by the Contractor or its employees, including travel expenses.

The County does not pre-pay for services unless specifically authorized. The County reserves the right to use a purchasing card to pay invoices of Two Thousand Dollars (\$2000) or less.

Expenditures must coincide with the line-item dollar amounts indicated in the estimated 9-month budget the Contractor has outlined in the *Milwaukee Department of Child Support Services Fatherhood FIRE Budget Detail with Narrative Description* referenced as **Exhibit E**, attached, and incorporated herein. Actual expenses may not vary by more than 5% of the budgeted line item.

#### 5.2. Cost of Performance of Obligations.

##### 5.2.1. General

The Contractor shall assume responsibility for all charges, costs, and fees incurred as a result of performing its obligations and rendering its services under this Agreement, unless otherwise indicated. The Contractor shall indemnify and hold the County harmless from any claims for payment of such charges, costs, and fees by any third party.

##### 5.2.2. Taxes

The County is exempt from federal excise taxes and Wisconsin state sales taxes. The Contractor shall submit its invoices without taxes.

##### 5.2.3. Permits & Licenses, Governmental Fees

The Contractor shall assume responsibility for all federal, state, and local permits, licenses, and fees, together with all governmental filing related to such permits, licenses, and fees, which arise out of the Contractor's performance of services under this Agreement, or which arise as a result of any compensation paid to the Contractor under this Agreement.

#### 5.3. State Prompt Pay Law Exemption.

State Prompt Pay Law, Wis. Stats. §16.528 does not apply to this Agreement.

#### 6. Invoicing the County.

Contractor shall have electronic mail access and the ability to submit electronic, Internet-based on-line invoices to Milwaukee County. Contractor must submit to the County in the form and format approved by the County, an invoice for the purchased services furnished to



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eligible recipients during the preceding month and all required documentation no later than the 10th calendar day following the end of the reported month, it being understood that such invoice may be subject to audit by County before and/or after payment is made. Contractor shall submit invoices to the County which include the following information:

- 6.1. INFOR Contract #**
- 6.2. Effective Date.**
- 6.3. The Contractor's business name.**
- 6.4. Payee Name.**
- 6.5. The Contractor's address.**
- 6.6. Invoice number.**
- 6.7. Invoice date.**
- 6.8. The Contractor's email and phone # for billing issues.**
- 6.9. An invoice line for each item or service.**
- 6.10. Description of services rendered, or products delivered.**
- 6.11. Sufficient detail to support each invoice line (for example, dates of service / period covered, quantity of units provided and unit rate, or hours worked and hourly rate).**
- 6.12. Date due.**
- 6.13. Payment terms.**
- 6.14. Amount due (in US Dollars).**

The Contractor must submit invoices to the following recipient in order for the Contractor's invoices to be considered received by the County:

**Milwaukee County Department of Child Support Services**

**ATTN:** Fiscal Coordinator  
Jodie Ritzow

**Mail to:** 901 N 9<sup>th</sup> Street, Room 101  
Milwaukee, WI 53233

**E-mail to:** [Jodie.ritzow@milwaukeecountywi.gov](mailto:Jodie.ritzow@milwaukeecountywi.gov)

Milwaukee County's Standard Term of Payment is Net 30 Days upon receipt of an accurate invoice from the Contractor and the County's acceptance of the corresponding services that comply with the terms of this Agreement.

Completion of program objectives must be commensurate with amount invoiced; Exhibit A of this Agreement identify the planned services and number of participants to be served to meet program objectives for the Contractor.



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Payment by County of the Contractor's invoice does not absolve the Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit, or from audit recoveries arising from an on-site audit of Contractor's case records or other documentation in support of services billed. Invoice/reimbursement requests received twenty (20) days after the termination of this Contract will not be considered for payment by County.

## **7. Data Use, Management, Oversight, and Sharing**

### **7.1. Ownership of Data**

Upon completion of the work or upon termination of the Agreement, it is understood that all completed or partially completed data, drawings, records, computations, 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 the County.

### **7.2. Use of the County's Data**

Any reports, information, or data given to or 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 the County. 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.

## **8. Commitment to Equity.**

As a governmental body, the County recognizes its power to make change at a systemic level. Chapter 108, MCCO, commits the County to identify and address policies, practices, and power structures that, intentionally or unintentionally, work in favor of white people and create barriers for Black, Brown, Indigenous people, and people of color (BIPOC). The ordinance ensures racial equity is a top priority of Milwaukee County government and remains larger than any one government leader. Contractor understands that the institutionalization of racial equity in the County's mission, vision, values, and services are of the utmost priority and that the County has a county-wide goal to improve equitable service delivery and develop an organizational culture of equity. Racism has been, is, and will continue to be, a public health crisis until race is no longer a predictor of quality or length of life in Milwaukee County. The vision of the County is "By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin." "MCCO" means the Milwaukee County Code of Ordinances in its most current and updated form.

## **9. Targeted Business Enterprise Goals.**

In compliance with MCCO §56.17(1d), the Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.



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The Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) regarding Targeted Business Enterprise (“TBE”) participation on Milwaukee County projects.

#### **9.1. Waiver of Participation.**

The parties agree that no TBE goal has been established and no goal is required under this MA.

#### **10. Confidentiality**

The Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Agreement on behalf of the County or their designee. The Contractor further agrees that, aside from obligations under the public records law as more fully described in this Agreement and as determined in cooperation with the County, the Contractor shall maintain all materials and communications developed under or relating to this Agreement as confidential and shall disclose them only to or as directed by such individual or their designee. The 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 the Contractor to indemnify the County as provided in this Agreement.

#### **11. Milwaukee 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 terms and performance of the Agreement for a period of up to three years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors or other parties performing work on this Agreement will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Agreement will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the MCCO.

#### **12. Non-Discriminatory Contracts.**

##### **12.1. Compliance with MCCO §56.17(1a).**

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income,





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or status as a victim of domestic abuse, sexual assault or stalking, which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

#### **12.2. Compliance MCCO §56.17(1d)**

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the foregoing requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

#### **12.3. Violations**

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by the County, the 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 the Contractor, further violations of the section are committed during the term of the Agreement, the County may terminate the Agreement without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Agreement, or it may permit the Contractor to complete the Agreement, but, in either event, the Contractor shall be ineligible to bid on any future contracts let by the County.

#### **13. Indemnity.**

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 expenses including costs and reasonable attorneys' fees by reason of liability for damages



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including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor and/or its agent(s) which may arise out of or is connected with the activities covered by this Agreement. The County's liability is limited by Wis. Stats. Section 893.80 for general liability and Wis. Stats. Section 345.05(3) for automobile liability.

#### **14. Insurance.**

The Contractor shall, at its sole expense, acquire and maintain through the course of this Agreement with Milwaukee County insurance policies with minimum limits listed in the Standard Insurance Requirements Form, attached as Exhibit B.

The Contractor may obtain the listed coverages through any combination of primary and excess or umbrella liability insurance. The Contractor must acquire its insurance from carriers with a current A. M. Best rating of A or better. The Contractor shall demonstrate compliance with the minimum limits in Exhibit B through a Certificate of Insurance or proof of self-insured retention. The Contractor shall send an annual copy of its Certificate of Insurance or proof of self-insured retention throughout the Term of this Agreement. Copies must be emailed to:

<b>Department of Administrative Services</b>	<b>Department of Child Support Services</b>
Risk Management Division Risk Manager <a href="mailto:RM@milwaukeecountywi.gov">RM@milwaukeecountywi.gov</a>	Jodie Ritzow Fiscal Coordinator <a href="mailto:Jodie.ritzow@milwaukeecountywi.gov">Jodie.ritzow@milwaukeecountywi.gov</a>

The Contractor shall ensure that any agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverages for any services provided at the request of the Contractor on a Milwaukee County contract. These minimum requirements do not limit the liability assumed elsewhere in an executed contract.

The Contractor shall not make changes to the types of coverage, limits and/or other terms without the approval of the County's Risk Manager.

#### **15. Prohibited Practices.**

##### **15.1. Conflict of Interest.**

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

##### **15.2. Code of Ethics.**



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The Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

*"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."*

The Contractor shall ensure all subcontractors and employees are familiar with the above statement.

**15.3. Non-Conviction for Bribery.**

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

**15.4. Debarment or Suspension.**

The Contractor hereby declares and affirms that, to the best of its knowledge and belief, that its principles, owners, officers, shareholders, key employees, directors, and/or member partners:

**15.4.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

**15.4.2.** Have not, within a three-year period preceding the date of execution of this Agreement, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or governmental transaction, violation of federal or Wisconsin state antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;



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**15.4.3.** Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in section ii, above; and

**15.4.4.** Have not, within a three-year period preceding the date of execution of this Agreement, had one or more public or governmental transactions terminated for cause or for default.

**16. Compliance with the County's Policies.**

**16.1. Safety and Security Policies.**

The Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this Agreement on the County's premises to comply with the County's safety and security policies that the County communicates to the extent that such policies are applicable to the site where the Contractor's employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.

**16.2. Drug Use Policies.**

Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, the Contractor will advise any employee of the Contractor who provides services under this Agreement on the County's premises of the County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:

**16.2.1.** If the County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or

**16.2.2.** As a consequence of an accident caused by or involving the Contractor's employee on the County's premises during the performance of this Agreement and likely to have been related to the Contractor's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by the Contractor at the Contractor's expense, and the Contractor will address any positive results and handle accordingly. The Contractor's employee will not be permitted to perform the services if a positive result of the drug screen is determined.



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#### 17. 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 e-mail, or three days after posting via US Mail, to the party addressed as follows:

#### To the Contractor:

**Entity Name:** United Community Center

**ATTN:** William Gruver, Deputy Director

**Address:** 1028 South 9<sup>th</sup> Street  
Milwaukee, WI 53204

**E-mail:** wgruver@unitedcc.org

#### To the County:

**Department:** Milwaukee County Child Support Services

**ATTN:** Kathleen Murphy  
Interim Director

**Address:** 901 N 9<sup>th</sup> Street  
Room 101  
Milwaukee, WI, 53233

**E-mail:** Kathleen.murphy@milwaukeecounty.wi.gov

*with a copy to:*

Milwaukee County Corporation Counsel  
901 N. 9<sup>th</sup> Street, Room 303  
Milwaukee, WI 53233

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

#### 18. 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.* The 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.

#### 19. Independent Contractor.



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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 the Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the 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 Agreement shall give the Contractor any authority to supervise, manage, and/or direct employees of the County.

#### **20. Electronic Documents Considered Writing.**

Any document properly transmitted by computer access will be considered a "writing" delivered in connection with this Agreement. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

#### **21. Compliance with Laws.**

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances. Contractor agrees to maintain in good standing all licenses, permits and certifications relating to services referred to herein. Grant is subject to the requirements set forth in 45 C.F.R. § 87 and 45 C.F.R. § 75.215.

#### **22. Choice of Law.**

This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

#### **23. Assignment Limitation, Subcontracts.**

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 obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of the County.

#### **24. Subcontracting and Contractor's Agents.**

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The Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable the Contractor to perform its obligations under this Agreement. Agents used or supplied by the Contractor in the performance of any services are employees or agents of the Contractor, and under no circumstances are such individuals to be considered employees of the County. The Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnel's and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. The Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of the County's policies.

**25. Severability.**

If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the Parties as manifested herein.

**26. Modification and Waiver.**

This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement. Any requested changes or modification to the scope of services, objectives or budget line items must be submitted in writing to CSS as an amendment for approval to this Agreement prior to the change or modification being made to this Agreement.

**27. Entire Agreement.**

This Agreement and all properly executed Statements of Work constitute the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.



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The following Parties hereby execute this Agreement:

**FOR MILWAUKEE COUNTY:**

**FOR United Community Center :**

BY: Kathleen Murphy DATE: 4/19/2024

BY: William Gruver DATE: 5/19/2024

NAME: Kathleen Murphy

NAME: William Gruver

TITLE: Interim Director/Legal Counsel Administrator

TITLE: Director of Finance

DEPARTMENT: Child Support Services

**REVIEWED AS TO INSURANCE REQUIREMENTS:**

**APPROVED WITH REGARDS TO COUNTY ORDINANCE CHAPTER 42:**

BY: Adam J. Abelson DATE: 5/9/2024  
**Risk Manager**  
Office of Risk Management

BY: Lamont Robinson DATE: 4/21/2024  
**Office of Economic Inclusion**

**APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):**

**APPROVED REGARDING FORM AND INDEPENDENT CONTRACTOR STATUS:**

BY: Mitchell J. Noh DATE: 4/23/2024  
**Milwaukee County Comptroller**  
Office of the Comptroller

BY: Quadd Talack DATE: 4/25/2024  
**Corporation Counsel**  
Office of Corporation Counsel

**REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:**

**APPROVED AS COMPLIANT UNDER §59.42(2)(b)5, STATS.:**

BY: David Crowley DATE: 5/10/2024  
**David Crowley, County Executive**  
Office of the County Executive

BY: Scott E. Brown DATE: 5/13/2024  
**Corporation Counsel**  
Office of Corporation Counsel

**SEPTEMBER 30, 2023-JUNE 30, 2024, MEMORANDUM OF UNDERSTANDING  
MILWAUKEE FATHERHOOD-FIRE PROGRAM**

**MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES  
AND UNITED COMMUNITY CENTER**

**PREAMBLE**

The Milwaukee County Department of Child Support Services (CSS) and its partners represent key community organizations that have demonstrated capacity in providing Responsible Fatherhood and related support services. CSS is the ACF grant recipient responsible for providing direction and oversight of program partners, ensuring program requirements are adhered to, and annual performance outcomes are attained. The Milwaukee Fatherhood-FIRE program delivers a multi-faceted strategy of services designed to strengthen positive father-child engagement, improve healthy relationships (including couple and co-parenting) and marriages for those who are married, and improve economic stability. CSS and United Community Center (UCC) commit to using grant and leveraged resources to help fathers (particularly low-income adult fathers, and those between the ages of 18 and 24), residing in Milwaukee County and meeting all ACF eligibility criteria, establish or strengthen relationships with their children, overcome obstacles and barriers that prohibit them from being the most effective and nurturing parents, and improve economic status.

**TERM OF AGREEMENT**

This agreement is effective 9/30/2023 – 6/30/2024.

**AGREEMENT**

**Milwaukee County Department of Child Support Services (CSS)** is the grant recipient. CSS will oversee the project-wide objective of enrolling and providing services to up to 600 Fathers in year four, of which 450 fathers will complete 90% of the 26-hour Primary Workshop schedule and participate in a minimum of eight (8) substantive case management contacts related to the father's needs and case plan objectives. All fathers will enroll and proceed through the program together in a cohort model. CSS will also provide project oversight and deliver a range of child support services for UCC enrolled Fatherhood-FIRE participants (including establishing paternity, obtaining support orders, conducting modification reviews, and Alternative Dispute Resolution). In addition, CSS will deliver the Child Support 101 Workshop, which will be offered as part of the UCC integrated cohort workshop model.

**United Community Center (UCC)** agrees to enroll and provide the 26-hour Primary Workshop schedule and case management services to a minimum of **112** low-income unduplicated fathers residing in Milwaukee County for the first 9 months of year four (September 30, 2023-June 30, 2024) of which **86** fathers will complete 90% of the PW services and participate in eight (8) substantive case management contacts related to the father needs and case plan objectives. Fathers served will live in Milwaukee County, be over the age of 18 and have a child(ren) between the ages of birth to 24 during the first 9 months of grant year four (September 30, 2023 – June 30, 2024). All fathers will be recruited from, and served in the general community, not a correctional setting. Services will be provided throughout the program year. The Fatherhood-FIRE program will be recognized and designed as a Responsible Fatherhood program. Leveraged services are allowed.

## 2023-24 Milwaukee County Dept of CSS Fatherhood-FIRE

<b>Responsibilities of Implementation Partner</b>	
1.	Screen potential fathers for eligibility and program fit.
2.	Complete an Implementation Plan for each cohort. Send the Implementation Plan to the Program Director (Sandra Stevens), Program Manager (Jeanette Stevens), Outreach & Case Management Supervisor (JeTaunne Richardson) at least 5 days prior to the start of the cohort.
3.	Enroll and work with each Father to review and complete the required Intake Packet. This includes but is not limited to the program enrollment form, needs assessment, consent for release of information, release of liability, permission to use photos, and participant grievance forms to fathers who meet ACF & project eligibility criteria.
4.	Provide an Integrated Responsible Fatherhood Program (IRFP) using an integrated cohort program model that covers and integrates each of the Responsible Fatherhood (RF) activity areas: 1) Responsible Parenting curriculum education, 2) Healthy Marriage Relationship curriculum education, and 3) Economic Stability services.
5.	Ensure all support service providers are scheduled to provide services during each cohort as required. This includes Milwaukee County Child Support Services, Employ Milwaukee to facilitate economic stability education as needed and WCS to provide Driver's License Recovery screening and services as needed.
6.	Assign a case manager to each father who will: <ol style="list-style-type: none"> <li>a. Work with the father to develop a case management plan to address the needs and goals of the father. Case plan will include goals, objectives, progress and milestones.</li> <li>b. The assigned case manager is responsible for identifying and sharing community resources and referrals and advocacy services as appropriate, to help the client achieve his goals/objective. If a client has an existing case plan in place with another agency related to the goals and objectives of the Fatherhood-FIRE program, the case manager may request and accept a copy of that plan for the client file.</li> <li>c. Provide coaching, as necessary, to help the Father to achieve his goals, specifically goals related to establishing or improving the relationship with the child(ren), custodial parent and other guardians of the children, and economic sufficiency.</li> <li>d. Coordinate service provision among all participant-involved systems and providers and assure integration of all program components.</li> <li>e. Monitor progress on case management plan objectives. Ensure each Father participates in a minimum of eight (8) substantive case management contacts related to the Father needs and case plan objectives. All case management contacts and details (including referrals and outcome of referrals must detailed in the participant file and nFORM (see Case Management Policy).</li> </ol>
7.	Establish a hard copy case file for each Father in the program. Include in the case file, all completed screening documents, completed case plan, documentation of all services referred to and/or received including participation in support service presentations, internal and external program/department referrals and incentives received, all substantive contacts and case notes.
8.	As needed, assist Fathers to complete the applicant characteristics survey, along with entrance and exit surveys, via an audio-computer assisted interview on an enabled online survey on a computer or tablet that will link to the nFORM system.
9.	Submit a monthly program report no later than the 7 <sup>th</sup> of each month.
10.	Submit a monthly financial report no later than the 10 <sup>th</sup> of each month.

2023-24 Milwaukee County Dept of CSS Fatherhood-FIRE

11. Monitor and document staff performance through regular observations and fidelity logs.
12. Abide by all policies and procedures specified by Milwaukee County Child Support Services.
13. Staff will participate in all scheduled staff development trainings and quarterly program meetings.
14. Appointed staff will participate in scheduled CQI meetings.

**Performance Expectations**

**United Community Center (UCC)** will ensure **86** Fathers complete the Fatherhood-FIRE Program via cohort model. Only Fathers that complete 90% of the 26-hour Primary Workshop schedule and participate in eight (8) substantive case management contacts will count toward the objective of **86** Fathers completing the program. UCC understands the approved curricula for the program is 24/7 Dads P.M. and Within My Reach curriculum.

**Budget**

UCC will provide the aforementioned services in accordance with the terms and conditions of the contract that was executed in March 2024, and in accordance with current and future requirements prescribed by the U.S. DHHS Administration for Children and Families, Office of Family Assistance. A detailed line-item budget totaling \$99,000 for the period 9/30/23 - 6/30/2024 is included with this MOU as Appendix A.

CSS will monitor program performance on a monthly basis. This includes:

- ✓ timely submission of implementation plans,
- ✓ enrollment and intake rate and adherence to cohort-based model,
- ✓ case management services (including needs assessment and case management contacts),
- ✓ survey completion rates,
- ✓ program completion rates,
- ✓ timely submission of program and financial reports, and
- ✓ participation in scheduled staff trainings and meetings.

CSS reserves the right to make budget modifications including withholding of funds based on performance. Any budget modifications will be communicated at minimum 14-days prior to the change taking affect.

2023-24 Milwaukee County Dept of CSS Fatherhood-FIRE

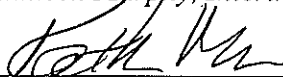
**STATEMENT OF ASSURANCES**

UCC commits to adhere to all FOA (HHS-2020-ACF-OFA-ZJ-1846) requirements. UCC commits to providing these services for the period of 9/30/2024-6/30/2024 during program Year 4. UCC provides the following **ASSURANCES REQUIRED BY THE ACF FUNDED FATHERHOOD-FIRE PROGRAM:**

1. We ensure participation in the program is **voluntary** and will inform potential participants verbally and in writing, as part of the enrollment process, that their involvement is voluntary.
2. We commit to the following restrictions on the **Use of Funds:** We will not use grant funds:
  - for any purposes other than the activities specified in the authorizing legislation and the FOA and any subsequent guidance from ACF;
  - for any unallowable activity. We will consider in our use of funds if a cost is allowable, reasonable, allocable, and necessary;
  - to provide any activities on a fee-for-service basis (e.g., charging clients for services); and
  - to subsidize housing, provide housing vouchers or rental assistance; and
  - for developing or implementing and Abstinence Education or Sexual Risk Avoidance Education program; and
  - for mental health treatment or substance abuse treatment.
3. We commit to the following re: **Data and Local Evaluation:** We will:
  - document, store, and report on performance using the full set of uniform measures provided by ACF; and
  - work with AMTC & Associates as they lead efforts to conduct a local program performance evaluation as described in the CSS funded application.
4. **Non-Supplantation.** We will ensure that any award of Federal funds under the FOA will not supplant other Federal, State, or local funds, which otherwise have been made available. The ACF funds will be used to supplement current funding available to UCC, not supplant it. UCC further understands that activities to be funded by the ACF grant must be offered in addition to, not in place of, activities funded by other sources. CSS will monitor for compliance through annual review of subcontractors' financial records.

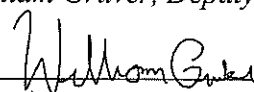
We, the undersigned, agree to these stated commitments and assurances:

**Milwaukee County Child Support Services**  
*Kathleen Murphy, Interim Director*

  
\_\_\_\_\_  
Signature

4/2/24 KM  
\_\_\_\_\_  
Date

**United Community Center**  
*William Gruver, Deputy Director*

  
\_\_\_\_\_  
Signature

04/01/2024  
\_\_\_\_\_  
Date



**TBE Participation Recommendation****CONTACT INFORMATION**

Contract Administrator: Sandra Stevens Phone: 414-278-2106 Date: 4/10/2024  
 Email Address sandra.stevens@milwaukeecountywi.gov Dept: Child Support Services Grant \$\$: 999,999 Org No. 8432

**PROJECT INFORMATION**

Project Name: Milwaukee Fatherhood - FIRE Project No.: 90ZJ0010-04-00

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

Child Support Services will promote responsible fatherhood in Milwaukee County by partnering with United Community Center to provide comprehensive and community centered services to enroll 112 low-income fathers in order for 86 fathers to complete 90% or more of the program. Services include intake, case management, training on the economic stability, responsible fatherhood and healthy marriage/relationship curricula, career readiness, and other miscellaneous support services.

Contracting Opportunities (List NAICS codes): None

**TYPE OF PROJECT**

Contract Value: \$99,000.00 Contract Type: Grant

Recommended Goal: 0%

**EXPLANATION**

**Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.**

- A. \$10,000 or less  B. Rental or Lease  C. Governmental Agency or Institution   
 D. <sup>1</sup>Non-Profit (No subcontract)  E. Purchasing or Renewal of software license   
 F. <sup>2</sup>Contract Extension/Amendment  G. <sup>3</sup>Specialized  H. Only one individual assigned to the contract   
 I. The nature (scope of work) of contract doesn't have subcontracting opportunities  J. <sup>4</sup>Grants   
 K. No funding use by Milwaukee County  L. Special License or Certificate required   
 M. Other \_\_\_\_\_

Department/Division Administrator

Name Kathleen Murphy Signature Kathleen Murphy Date 4/19/2024

**CBDP USE ONLY**

Concur with Recommendation \_\_\_\_\_, or provide the following goals: \_\_\_\_\_ %

This contract is exempt from a participation goal: \_\_\_ Yes \_\_\_ No

Approved: Lamont Robinson Date: 4/21/2024

**Note:** 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.

## EEOC COMPLIANCE

### 2024 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

#### Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

#### Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

#### Affirmative Action Program (41 CFR 60-1.40)



CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the 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 preceding requirements, it shall be its responsibility to show that all requirements are met.

#### Non-Segregated Facilities (41 CFR 60-1.8)

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

#### Subcontractors

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

#### Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

#### Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

#### Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha,

Ozaukee and Washington, Wisconsin: UCC. CONTRACTOR certifies that it has the following total number of employees in its workforce: 540.

Executed this 15 day of April, 2024

Firm Name: United Community Center

Address: 1028 S 9<sup>th</sup> St, MILWAUKEE, WI 53204

Representative:   
(Signature/Title)

<b>United Community Center</b>	UCC will deliver a PW, enrolling 112 father in Yr 4 in order to serve 86 fathers who will complete 90% of PW classes	
<b>PERSONNEL</b>		
Fatherhood Program Coordinator	Salim Hernandez 1.0 FTE x \$40,000 - Responsible for promoting the program in the community to recruit participants	32,800
Program Director	Mara Lovo 0.1 FTE x \$84,000 will be responsible for overseeing the program	6,888
Program Supervisor	Cynthia Montero 0.35 FTE x \$50,000 will be responsible for assisting the program	14,350
<b>Personnel Total</b>		<b>54,038</b>
<b>FRINGE BENEFITS</b>		
Fringe Benefits	35 % of personnel total includes health insurance = 17%, Life Insurance/ Long Term Disability = 2.10%, FICA = 7.65%, Unemployment Insurance = 1%, pension = 6%, and worker's comp = 1.25%.	18,913
<b>Fringe Benefits Total</b>		<b>18,913</b>
<b>OTHER</b>		
Support Services/Items:	Buss Passes for participants need 15 passes @ \$20 each per participant= \$300 Gas Cards for participants need 100 cards @ \$20 each per participant = \$2,000	2,300
Incentives	Gift cards for completing 1st survey @ \$25 x 100 cards = \$2,500 Gift cards for completing 2nd survey @ \$50 x 80 cards = \$4,000 Snacks & Beverages for meeting @ \$211.39 x 18 sessions (2 x month) = \$3,805	10,305
Occupancy	Telephone/Occupancy cost per month is based on historical actual cost: telephone \$260/mo x 1.2 FTE x 9 mo = \$ 2,808 Occupancy: \$351/mo x 1.2 FTE x 9 mo = \$3,791	6,599
<b>Total Other</b>		<b>19,204</b>
<b>CONTRACTUAL</b>		
<b>Contractual Total</b>		<b>-</b>
<b>TOTAL DIRECT</b>		<b>92,155</b>
Indirect Costs	INDIRECT CHARGES - UCC has a DHHS approved indirect cost rate of 10% less \$2,370 to balance	6,845
<b>United Community Center - TOTAL PROJECT COSTS</b>		<b>99,000</b>

<b>CONTRACT FORM</b> 1684 R9 <span style="float: right;"><i>Hover over the red triangles below for help</i></span>		<b>INFOR CONTRACT NUMBER</b> 2656
<b>CONTRACT TYPE</b> (select one) PROFESSIONAL SERVICES	<b>CONTRACT CLASSIFICATION (AGENCY)</b> (select one) 800 DEPT HEALTH AND HUMAN SVCS	<b>DEPARTMENT'S INTERNAL CONTRACT NUMBER</b> if applicable

**A professional services contractor shall not perform any work unless or until all appropriate officials have signed a written contract.**

Will all signers fully sign this contract before work is performed?   
*If responding NO, please provide supporting documentation.*

**Did you obtain Board approval or passive review to enter into this contract or amendment or extension? Select one:**

<input type="checkbox"/> NO	If yes, attach and list Legistar File: _____	Date Approved or Reviewed: _____
<input type="checkbox"/>	If yes, attach and list Mental Health Board Agenda Item: _____	Date Approved or Reviewed: _____
<input type="checkbox"/>	Contract for services with a value less than \$100,000 only using funds from an adopted budget year (and not part of a group of contracts with an aggregate value exceeding \$300,000).	
<input type="checkbox"/>	If no, why is Board approval not required? _____	

<b>SUPPLIER NAME</b> United Community Center Inc.	<b>SUPPLIER NUMBER</b> 3456
<b>VENDOR NAME</b> United Community Center Inc.	<b>VENDOR NUMBER</b> 110024

<b>CONTRACT NAME</b> 2024 - Professional Service Agreement for case management to DHHS - CSS from United Community Center Inc.	<b>CHARACTERS</b> 105
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**DESCRIPTION** (If applicable, preface with Amendment \_ to) Year - Contract label - for (summarize scope of services) - Further summarize the scope. Summarize actions taken by any amendment. DocuSign Envelope \_  
 2024 Encumbrance for grant Year 4 (1/1/2024 – 6/30/2024) for the 2024 PSA for case management to DHHS-CSS from United Community Center Inc. for the Milwaukee County Fatherhood - Family -focused, Interconnected, Resilient, and Essential (FIRE) Project Grant. Contractor will recruit and deliver an integrated responsible fatherhood primary workshop (PW) to 112 low-income community fathers over the first 9 months of grant year 4 of which 86 will complete 90% of PW sessions and participate in eight (8) substantive case management contacts related to the father needs and case plan objectives. DHHS-CSS is requesting to encumber grant year 4 (1/1/2024 – 6/30/24) portion of \$99,000. Compensation is contingent on the annual renewal of Financial Assistance Award No. 90ZJ0010-01-00, a discretionary grant by the Administration of Children and Families (ACF) of the U.S. Department of Health and Human Services to CSS. The federal government may require CSS to change the amounts given to a particular subcontractor based on their ability to meet the goals of the grant. DocuSign Envelope Number XXXXXX

EFFECTIVE DATES:		LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
Effective Date	Expiration Date			
9/30/2023	6/30/2024	9 months		\$ 99,000.00

Year to be Encumbered or earned	Line No.	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description	Amount to be Encumbered or Earned
2024	1	800	8442	60116					10001	Grant Yr 4 Services 9/30/23 to 6/30/24	\$99,000.00

**If a Grant or Revenue Contract: COUNTY MATCH/RESPONSIBILITIES**

Agnes Marcinowski/Jodie Ritzow	4/8/2024	Operations Manager/Fiscal Coordinator
<i>Kathleen Murphy</i>	4/19/2024	Interim Director/ Legal Counsel Administrator
Signature of person with signature card authority to commit these funds	Date	Title
Signature of person with signature card authority to commit these funds	Date	Title

*If this contract commits funds from multiple areas and if the signer above does not have authority for all areas, then request an additional signature of an authorized signer below.*

*The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.*

*Print this page as a pdf. Upload the pdf to the DocuSign envelope that contains your contract or amendment. Use DocuSign to obtain the Signature of the person with signature card authority to sign contracts that commit these funds.*

# *Milwaukee County*

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
CHILD SUPPORT SERVICES  
KATHLEEN MURPHY - INTERIM DIRECTOR

901 North Ninth Street \* Room 101 \* Milwaukee, Wisconsin 53233-1425  
Telephone 414-615-2593 \* FAX 414-223-1865 \* TDD 800-947-3529

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April 9, 2024

CSS is the recipient of a fatherhood grant which runs from September 30, 2020 through September 29, 2025. We contracted with several community organizations to administer the program at that time.

Subsequently, CSS entered into an MOU with United Community Center (UCC) to provide fatherhood FIRE services from 4/1/23-9/30/23. An amendment to the 2020 contract was subsequently executed in July 2023 for that period of time.

When the term of that contract was up, UCC determined they wanted to continue to provide FIRE services to fathers. A second MOU was signed for the period of September 30, 2023-September 29, 2024 and a second amendment to the original 2020 contract was prepared. It was determined at the end of November 2023, after a conversation with Corporation Counsel, that this was not appropriate as UCC had not been a part of the original contract and that a new, separate contract with UCC was needed.

Due to many changes taking place within CSS at that time there was an oversight and the contract with UCC was not prepared in a timely manner. UCC has not invoiced the County at this point for any work they have done on the Fatherhood FIRE project between 9/30/23 and now.



# STANDARD INSURANCE REQUIREMENTS

All Milwaukee County Vendors must provide evidence of the following minimum insurance requirements. Vendors are responsible for ensuring that any agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverages for any services provided at the request of the Vendor on a Milwaukee County contract. The listed minimum requirements do not limit the liability assumed elsewhere in the executed contract. Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County’s Risk Manager.

## Coverage Requirements

United Community Center (“UCC”) agrees to maintain policies of insurance and proof of financial responsibility to cover costs that may arise from claims for damages to property and/or claims arising or resulting from the UCC’s activities, by whomever performed, in such coverage and amounts as required and approved by the County.

UCC shall, at its sole expense, acquire and maintain through the course of its contract with Milwaukee County the following insurance policies and limits. UCC may obtain the listed coverages through any combination of primary and excess or umbrella liability insurance. UCC must acquire its insurance from carriers with a current A. M. Best rating of A or better.

UCC shall provide acceptable proof of all listed coverage to the County prior to commencement of activities under the executed contract. UCC shall provide a Certificate of Insurance to Milwaukee County Procurement and/or Risk Management for each successive period of coverage for the duration of the executed contract, unless otherwise specified by the County, in the minimum amounts provided in this document.

1. Commercial General Liability Insurance, including contractual coverage:  
UCC shall maintain Commercial General Liability insurance with the following minimum limits for bodily injury and property damage combined:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

Milwaukee County shall be named as an Additional Insured on the General Liability policy as respects the services provided in the executed contract.



2. Automobile Liability Insurance:

If the performance of services under UCC's executed contract requires the use of automobiles during the course of performance, UCC shall maintain comprehensive automobile insurance covering the ownership, operation, and maintenance of all owned, non-owned and hired motor vehicles. The use of personal automobiles to travel to and from UCC's business location or from the home of a UCC employee to the County's sites, or for personal travel such as travel for meal breaks, is considered outside the course of performance of services under the executed contract. UCC shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined. UCC shall ensure that employees using rental vehicles acquire insurance coverage through the vehicle rental agency and shall provide proof of such insurance upon request. Milwaukee County shall be named as an Additional Insured on the Automobile Liability policy as respects the services provided in the executed contract.

3. Workers' Compensation Insurance:

UCC shall maintain Worker's Compensation coverage that meets the minimum statutory requirements in the state where the work is performed, even if such coverages are elective in that state. For the state of Wisconsin, this coverage must have limits of at least \$100,000 per occurrence and \$500,000 policy aggregate, or must follow the current required coverages under Wisconsin state statutes, whichever is greater. This insurance must include a waiver of subrogation in the favor of Milwaukee County that is stated on UCC's submitted Certificate of Insurance.

4. Employer's Liability Insurance:

UCC shall maintain Employer's Liability coverage with limits of at least \$100,000 per occurrence for bodily injury, \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate. This insurance must include a waiver of subrogation in the favor of Milwaukee County that is stated on UCC's submitted Certificate of Insurance.

5. Professional Liability/Errors and Omissions:<sup>1</sup>

UCC shall maintain Professional Liability insurance appropriate to cover all professional services identified in UCC's Scope of Work and the executed contract. UCC's Professional Liability coverage must have a minimum limit of \$1,000,000 per occurrence.

5.1. Technology Errors & Omissions.

UCC shall provide additional information on its professional liability/technology errors & omissions coverage as respects:

- 5.1.1. Policy type (i.e. errors and omissions for consultants, architects, and/or engineers, technology errors & omissions, etc.);
- 5.1.2. Applicable retention levels;

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<sup>1</sup> Professional liability (a/k/a Errors & Omissions insurance) is required for Contractors providing professional services, including, but not limited to architects, engineers, financial services, accounting, audit, legal services, consulting, and medical professionals.



Risk Management Division

5.1.3. Coverage form (i.e. claims made, occurrence; discover clause conditions); and

5.1.4. Effective retroactive and expiration dates

to Milwaukee County’s Risk Manager as may be requested to obtain approval of coverage as respects this section.

UCC shall ensure all coverage which applies to the services inherent in the executed contract is extended for two (2) years after completion of all work contemplated on this project, if coverage is written on a claims-made basis.

6. Cyber Liability

UCC shall maintain Cyber Liability insurance appropriate to cover all activities provided under the executed contract. The limits of this insurance shall be at least per occurrence:

Media Liability	\$5,000,000
Security Liability	\$5,000,000
Privacy Liability	\$5,000,000
Regulatory Proceedings	\$5,000,000
Technology Errors and Omissions	\$5,000,000

6.1. Additional Provisions

UCC agrees to maintain and provide additional information on its cyber liability coverage as respects policy provisions; i.e., media, security, privacy, regulatory, etc.; applicable retention levels; coverage form; i.e., claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County’s Risk Manager as may be requested to obtain approval of coverage as respects this section.

UCC shall ensure all coverage which applies to the services inherent in the executed contract is extended for two (2) years after completion of all work contemplated on this project, if coverage is written on a claims-made basis.

At a minimum, cyber liability coverage will contain the following provisions at full policy limits:

6.1.1. Media Liability Coverage.

Liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy.

6.1.2. Security Liability Coverage.

Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.





Risk Management Division

6.1.3. Privacy Liability Coverage

Liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.

6.1.4. Regulatory Proceedings

Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage includes fines and penalties where insurable by law and compensatory damages.

6.1.5. Payment Card Industry Data Security Standards (PCI-DSS)

Coverage for a monetary assessment (including a contractual fine or penalty) from a Payment Card Association (e.g., MasterCard, Visa, American Express) or bank processing payment card transactions (i.e., an "Acquiring Bank") in connection with an Insured's non-compliance with PCI Data Security Standards.

6.1.6. Breach Event Expenses

Reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore your reputation, consumer notification, call centers, and consumer credit monitoring services.

7. Additional Requirements:

- 7.1. UCC shall ensure, through appropriate contractual language, that its agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverage for any services provided at the request of UCC on any executed Milwaukee County contract. Unless agreed to in writing by the Milwaukee County Risk Manager, such coverage must meet all requirements of this provision.
- 7.2. UCC shall maintain any coverage provided on a claims-made and reported period for a minimum of twenty-four (24) months from the date of termination of the executed contract by either an extended reporting period (ERP) provision or by maintaining the coverage in force.
- 7.3. UCC shall ensure that its Commercial General Liability, Automobile Liability, and Employer's Liability policies name Milwaukee County including its directors, officers, employees, and agents as additional insureds by endorsement to the policies. UCC shall also ensure that each of these policies provide primary coverage with respect to all insureds and additional insureds.
- 7.4. UCC shall ensure that its Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability policies grant a waiver of subrogation in Milwaukee County's favor.



- 7.5. Except where prohibited by law, UCC shall provide insurance endorsement on each policy waiving the rights of recovery or subrogation against the County and its agents, servants, invitees, employees, co-lessees, co-venturers, affiliates, contractors, and subcontractors, and their insurers.
  
- 7.6. UCC shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the contract and upon the renewal of any of the policies. UCC shall require all insurers to provide the County with a thirty (30) day advanced written notice of any cancellation or nonrenewal of, or any material change to, any of the policies maintained in compliance with the executed contract.



UNITCOM-02

SWILLMERING

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
6/21/2023

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).

<b>PRODUCER</b> Robertson Ryan - Milwaukee 330 East Kilbourn Avenue, Suite 850 Milwaukee, WI 53202	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (414) 271-3575	FAX (A/C, No): (877) 700-0139
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  United Community Center Inc 1028 South 9th Street Milwaukee, WI 53204	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : PHILADELPHIA INSURANCE COMPANIES	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Sexual Abuse \$1M/1M</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2433240	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2433240	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB821513	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Professional</b>			PHPK2433240	7/1/2023	7/1/2024	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Milwaukee County, Wisconsin 901 N. 9th Street, Suite 101 Milwaukee, WI 53233-1425	<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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2023

**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).**

<b>PRODUCER</b> M3 Insurance Solutions, Inc. 1425 Discovery Parkway Wauwatosa WI 53226	<b>CONTACT NAME:</b> Kendall Craig <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL:</b> kendall.craig@m3ins.com <b>ADDRESS:</b> _____														
<b>INSURED</b> United Community Center 1028 South 9th Street Milwaukee WI 53204	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: United Wisconsin Insurance Com</td> <td>29157</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: United Wisconsin Insurance Com	29157	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: United Wisconsin Insurance Com	29157														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: 982237843** **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>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			UH WCP 100032306	7/1/2023	7/1/2024	X PER STATUTE   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)

<b>CERTIFICATE HOLDER</b>  Milwaukee County, Wisconsin 901 N. 9th Street, Suite 101 Milwaukee, WI 53233-1425	<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 
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# STANDARD INSURANCE REQUIREMENTS

All Milwaukee County Vendors must provide evidence of the following minimum insurance requirements. Vendors are responsible for ensuring that any agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverages for any services provided at the request of the Vendor on a Milwaukee County contract. The listed minimum requirements do not limit the liability assumed elsewhere in the executed contract. Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County's Risk Manager.

## Coverage Requirements

United Community Center ("UCC") agrees to maintain policies of insurance and proof of financial responsibility to cover costs that may arise from claims for damages to property and/or claims arising or resulting from the UCC's activities, by whomever performed, in such coverage and amounts as required and approved by the County.

UCC shall, at its sole expense, acquire and maintain through the course of its contract with Milwaukee County the following insurance policies and limits. UCC may obtain the listed coverages through any combination of primary and excess or umbrella liability insurance. UCC must acquire its insurance from carriers with a current A. M. Best rating of A or better.

UCC shall provide acceptable proof of all listed coverage to the County prior to commencement of activities under the executed contract. UCC shall provide a Certificate of Insurance to Milwaukee County Procurement and/or Risk Management for each successive period of coverage for the duration of the executed contract, unless otherwise specified by the County, in the minimum amounts provided in this document.

1. Commercial General Liability Insurance, including contractual coverage:

UCC shall maintain Commercial General Liability insurance with the following minimum limits for bodily injury and property damage combined:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products – Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

Milwaukee County shall be named as an Additional Insured on the General Liability policy as respects the services provided in the executed contract.



2. Automobile Liability Insurance:  
If the performance of services under UCC's executed contract requires the use of automobiles during performance, UCC shall maintain comprehensive automobile insurance covering the ownership, operation, and maintenance of all owned, non-owned and hired motor vehicles. The use of personal automobiles to travel to and from UCC's business location or from the home of a UCC employee to the County's sites, or for personal travel such as travel for meal breaks, is considered outside the course of performance of services under the executed contract. UCC shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined. UCC shall ensure that employees using rental vehicles acquire insurance coverage through the vehicle rental agency and shall provide proof of such insurance upon request. Milwaukee County shall be named as an Additional Insured on the Automobile Liability policy as respects the services provided in the executed contract.
  
3. Workers' Compensation Insurance:  
UCC shall maintain Worker's Compensation coverage that meets the minimum statutory requirements in the state where the work is performed, even if such coverages are elective in that state. For the state of Wisconsin, this coverage must have limits of at least \$100,000 per occurrence and \$500,000 policy aggregate or must follow the current required coverages under Wisconsin state statutes, whichever is greater. This insurance must include a waiver of subrogation in the favor of Milwaukee County that is stated on UCC's submitted Certificate of Insurance.
  
4. Employer's Liability Insurance:  
UCC shall maintain Employer's Liability coverage with limits of at least \$100,000 per occurrence for bodily injury, \$100,000 per employee for bodily injury by disease, and \$500,000 policy aggregate. This insurance must include a waiver of subrogation in the favor of Milwaukee County that is stated on UCC's submitted Certificate of Insurance.
  
5. Professional Liability/Errors and Omissions:<sup>1</sup>  
UCC shall maintain Professional Liability insurance appropriate to cover all professional services identified in UCC's Scope of Work and the executed contract. UCC's Professional Liability coverage must have a minimum limit of \$1,000,000 per occurrence.

<sup>1</sup> Professional liability (a/k/a Errors & Omissions insurance) is required for Contractors providing professional services, including, but not limited to architects, engineers, financial services, accounting, audit, legal services, consulting, and medical professionals.



6. UCC shall ensure, through appropriate contractual language, that its agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverage for any services provided at the request of UCC on any executed Milwaukee County contract. Unless agreed to in writing by the Milwaukee County Risk Manager, such coverage must meet all requirements of this provision.
7. UCC shall maintain any coverage provided on a claims-made and reported period for a minimum of twenty- four (24) months from the date of termination of the executed contract by either an extended reporting period (ERP) provision or by maintaining the coverage in force.
8. UCC shall ensure that its Commercial General Liability, Automobile Liability, and Employer's Liability policies name Milwaukee County including its directors, officers, employees, and agents as additional insureds by endorsement to the policies. UCC shall also ensure that each of these policies provide primary coverage with respect to all insureds and additional insureds.
9. UCC shall ensure that its Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability policies grant a waiver of subrogation in Milwaukee County's favor.
10. Except where prohibited by law, UCC shall provide insurance endorsement on each policy waiving the rights of recovery or subrogation against the County and its agents, servants, invitees, employees, co- lessees, co-venturers, affiliates, contractors, and subcontractors, and their insurers.
11. 11.UCC shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the contract and upon the renewal of any of the policies. UCC shall require all insurers to provide the County with a thirty (30) day advanced written notice of any cancellation or nonrenewal of, or any material change to, any of the policies maintained in compliance with the executed contract.


**Certificate Of Completion**

Envelope Id: 39F0C20809E24EBF96431935C97D3194	Status: Completed
Subject: Please DocuSign: Professional Service Agreement between UCC and CSS	
Source Envelope:	
Document Pages: 39	Signatures: 11
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cheryl Berry
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	cheryl.berry@milwaukeecountywi.gov
	IP Address: 204.194.251.3

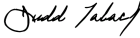
**Record Tracking**

Status: Original	Holder: Cheryl Berry	Location: DocuSign
4/9/2024 10:32:50 AM	cheryl.berry@milwaukeecountywi.gov	


**Signer Events**

Signature	Timestamp
<p>Kathleen Murphy kathleen.murphy@milwaukeecountywi.gov Interim Director/Legal Counsel Administrator Security Level: Email, Account Authentication (None)</p>  <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 4/16/2024 11:17:52 AM Viewed: 4/19/2024 9:19:38 AM Signed: 4/19/2024 9:21:20 AM</p>

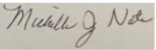
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Judd Taback Judd.Taback@milwaukeecountywi.gov Assistant Corp. Counsel, Office of Corporation Counsel Milwaukee County Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p>  <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 4/19/2024 9:21:23 AM Viewed: 4/25/2024 2:20:20 PM Signed: 4/25/2024 2:20:43 PM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign


<p>Lamont Robinson lamont.robinson@milwaukeecountywi.gov Director, CBDP Milwaukee County Signing Group: Office of Economic Inclusion Security Level: Email, Account Authentication (None)</p>  <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 4/19/2024 9:21:24 AM Viewed: 4/21/2024 6:54:17 PM Signed: 4/21/2024 6:55:07 PM</p>
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**Electronic Record and Signature Disclosure:**  
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ID: be35eacc-f2fa-4b7c-8e88-b25355c2d517

<p>Michelle Nate ComptrollerContractSignature@milwaukeecountywi.gov Comptroller Contract Milwaukee County Security Level: Email, Account Authentication (None)</p>  <p>Signature Adoption: Uploaded Signature Image Using IP Address: 204.194.251.3</p>	<p>Sent: 4/23/2024 3:08:18 PM Viewed: 4/23/2024 3:29:18 PM Signed: 4/23/2024 3:30:46 PM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



Signer Events	Signature	Timestamp
<p>Adam J. Abelson  Adam.Abelson@milwaukeecountywi.gov  Director of Risk Management  Signing Group: Risk Management  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Adam J. Abelson</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 204.194.251.5</p>	<p>Sent: 4/19/2024 9:21:26 AM  Resent: 5/2/2024 4:17:24 PM  Resent: 5/3/2024 10:37:02 AM  Viewed: 5/9/2024 12:11:42 PM  Signed: 5/9/2024 12:11:50 PM</p>
<p>County Executive David Crowley  David.Crowley@milwaukeecountywi.gov  Milwaukee County Executive  Milwaukee County  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p></p> <p>Signature Adoption: Uploaded Signature Image  Using IP Address: 107.207.177.215  Signed using mobile</p>	<p>Sent: 5/9/2024 12:11:54 PM  Viewed: 5/10/2024 7:42:25 AM  Signed: 5/10/2024 7:42:33 AM</p>
<p>Scott F. Brown  scott.brown@milwaukeecountywi.gov  Deputy Corporation Counsel  Milwaukee County  Signing Group: Corporation Counsel  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Scott F. Brown</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 204.194.251.3</p>	<p>Sent: 5/10/2024 7:42:37 AM  Viewed: 5/13/2024 12:28:18 PM  Signed: 5/13/2024 12:28:26 PM</p>
<p>William Gruver  wgruver@unitedcc.org  Director of Finance  United Community Center  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 5/13/2024 1:19:08 PM  ID: e9148b80-97de-47ff-916c-be82eed86f81</p>	<p><i>William Gruver</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 107.209.247.88  Signed using mobile</p>	<p>Sent: 5/13/2024 12:28:31 PM  Viewed: 5/13/2024 1:19:08 PM  Signed: 5/19/2024 11:40:54 AM</p>

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<p>Comptroller  comptrollersignature@milwaukeecountywi.gov  Comptroller  Milwaukee County  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 4/23/2024 3:08:20 PM</p>

Carbon Copy Events	Status	Timestamp
<p>Joseph Lamers Joseph.Lamers@milwaukeecountywi.gov Director, Milwaukee County Office of Strategy, Budget and Performance Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 5/19/2024 11:40:58 AM
<p>Procurement procurementapprovalrequest@milwaukeecountywi.gov ov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 5/19/2024 11:40:58 AM
<p>Sandra Stevens Sandra.Stevens@milwaukeecountywi.gov Program &amp; Grants Manager Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 5/19/2024 11:40:59 AM
<p>Jodie Ritzow, Fiscal Coordinator jodie.ritzow@milwaukeecountywi.gov Fiscal Coordinator - Child Support Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 5/19/2024 11:41:01 AM Viewed: 5/20/2024 7:29:42 AM
<p>Agnes Marcinowski, Operations Manager agnes.marcinowski@milwaukeecountywi.gov Manager of Operations - Child Support Milwaukee County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 5/19/2024 11:41:02 AM Viewed: 5/20/2024 11:47:16 AM
<p>Mara Lovo mlovo@unitedcc.org Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	Sent: 5/19/2024 11:41:03 AM Viewed: 5/21/2024 8:47:16 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Updated	Security Checked	5/3/2024 10:37:02 AM
Envelope Updated	Security Checked	5/3/2024 10:37:02 AM
Certified Delivered	Security Checked	5/13/2024 1:19:08 PM
Signing Complete	Security Checked	5/19/2024 11:40:54 AM
Completed	Security Checked	5/19/2024 11:41:03 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **CONSUMER DISCLOSURE**

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**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **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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