

DocuSign Envelope ID: 669AD445-D4A2-4AB9-BA1A-D77D7051FDB7 COMMUNITY BUSINESS DEVELOPMENT PARTNERS **MILWAUKEE COUNTY**

DBE Participation Recommendation/Wavier Request

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

		F	FUNDING S	SOURCE					
Local	X_State	Federal	Grant	If Federa	ally Funded,	what per	centage?	0%	%
Federal Source	of Funds:	FAAFTA	DOT	(includes	WisDOT)_	Othe	er: Wisc. D	HS	
		CON	ITACT INF	ORMATIO	N				
Contract Admini	strator: Gary F	ortenier ortenier		Phone:	(414) 289-6	547	Date:	June 29,	2016
Email Address_	gary.portenier@n	nilwaukeecountywi.gov	Fund:	BCA	_Agency:	Dept. on Ag	^{ing} Org N	o. <u>7900</u>	
		PRO	JECT INF	ORMATIO	N				
Project Name:	Milwaukee Count	y Area Plan for Older People			Project	No.: NA			
		ption (attach scope/de		of work or					
•	•	video celebrating the 50 th ann	-			•	nniversary of	the Milwau	ukee County
Department on Agin	ng (MCDA). The v	rideo will be used to seek con	munity input	in developing	g the 2017-201	8 Milwauke	e County Area	Plan for C	lder People.
MCDA is the local	Area Agency on A	ging (AAA) under OAA and	preparing a co	mprehensive	Area Plan is r	required for M	MCDA to secu	ıre OAA fu	ınds.
Contracting Op	portunities (Lis	t NAICS codes): None							
RFP/BID will be	e used (Yes/No) No Advertising	Date: NA		_Bid/Propos	sal Due Da	ate: <u>NA</u>		
		٦	YPE OF P	ROJECT					
Professional S	Services	Estimated	Amount		Re	ecommend	ed DBE P	articipati	on_
		\$10,500					0	_%	
Comptunation F	Dalata d	Estimanto.	d A	⊏atia.a	stad Allania		Recomn		
Construction F	<u>keiated</u>		d Amount	_	ated Allowa		DBE Part		
		\$ \$		Φ \$					% %
			APPROV	/ALS					
le county board	approval requ	ired? No		Pocoluti	on #: NA		(attack	n resolu	tion)
Is county board	appiovai requ	<u>-</u>	WAIVER RE		OII #. <u></u>		(attaci	i resolu	
			VAIVER IN	LQULUI					
-	_	0% requires signature	-				-	explanat	ion.
Explanation: S	Subcontracting a D	BE certified vendor is not pra	etical given the	e size, nature	, and limited s	cope of the p	project.		
			1 0000	1.(1 Osa	m ()				
Dept. on Aging – J			Spreed					June 29	, 2016
Department/Divis	sion Administ			Signatu	ure				Date ————
			CBDP USE	ONLY		NIA			
Concur with Re	commendation	Х	or provide	the followir	ng goals:	NA			_%
		ne DBE goal: <u>X</u> Ye	sNo						
(ocusigned by: L MMS						6/30/201	6	
Approved:	AD4C84D4023E450 evious Editions Obs	solete				Date:			

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

	00=10	
-	23740	Refrigeration Equipment & Supplies Merchant Wholesalers
-	23840	Industrial Supplies Merchant Wholesalers
-	43120	Computer & Software Stores
-	45299	All Other Specialty Food Stores
-	53110	Florists
-	53210	Office Supplies and Stationery Stores
	53998	All Other Miscellaneous Store Retailers (except Tobacco Stores)
4	54210	Vending Machine Operators
-	54390	All Other Direct Selling Establishments
	85991	Special Needs Transportation
	85999	All Other Transit & Ground Passenger Transportation
	88410	Motor Vehicle Towing
-	92110	Couriers & Express Delivery Services
-	92210	Local Messengers & Local Delivery
-	93110	General Warehousing & Storage
5	17110	Wired Telecommunications Carriers (except Satellite)
-	23120	Security Brokers and Dealers
-	23930	Investment Advice
-	24210	Insurance Agents, Brokers and Service
	24291	Claims Adjusting
\vdash	24292	Third Party Administration of Insurance
	32490	Equipment Rental and Leasing, NEC
\vdash	41110	Office Administrative Services
	41211	Accounting, Auditing and Bookkeeping
-	41213	Tax Return Preparation Services
\vdash	41219	Accounting Services/Other
-	41310	Architectural Services
54	41320	Landscape Architectural Services
-	41330	Engineering Services
-	41340	Drafting Services
-	41360	Geophysical Surveying & Mapping Services
	41370	Surveying & Mapping (Except Geophysical) Services
	41380	Testing Laboratories
-	41410	Interior Designs Services
	41420	Industrial Design Services
	41430	Commercial Art and Graphic Design / Graphic Design Services
	41511	Custom Computer Programming Services
	41512	Computer Systems Design Services
	41513	Computer Facilities Management Services
	41611	Management Consulting Services
54	41613	Marketing Consulting Services
 _	14010	Other Management Consulting O
	41618	Other Management Consulting Services
	41620	Environmental Services
	41730	Landscape Services (lawn care, sod laying, seeding, installations, etc.)
	41810	Advertising Agencies
-	41820	Public Relations Services
	41860	Direct Mail Advertising Services
	41910	Educational Research Commercial
-	41922	Photographic Services
	41930	Translation and Interpretation Services
	61110	Legal Services
50	61210	Facilities Support Services
	04000	Transport Help Comition
	61320	Temporary Help Services
-	61410	Computer Process/Data Preparation and Processing
-	61439	Photocopying and Duplicating Services
	61440	Collection Services
<u> 5</u>	61510	Travel Agencies

561520	Tour Operators
561611	<u>'</u>
30.011	in conganon connect
561612	Security Guards and Patrol Services
561621	
561720	Janitorial/Building Cleaning and Maintenance Services
561730	
561740	
561990	
562119	
562910	,
562998	
621610	
621999	
624110	
624190	
624310	
722110	
722211	
722213	U
722410	
811121	
812990	'
813319	Other Social Advocacy Organizations

Note: For a comprehensive listing of NAICS codes please go to the address, http://www.census.gov/eos/www/naics/index.html



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 florder in fied of such chaof sement(s).	
PRODUCER	CONTACT Helena Morganbesser
R&R Insurance Services Inc	PHONE (A/C, No, Ext): (262)255-5100 FAX (A/C, No): (262)502-0941
N80 W14824 Appleton Ave	E-MAIL ADDRESS: Helena.Morganbesser@rrins.com
PO Box 160	INSURER(S) AFFORDING COVERAGE NAIC #
Menomonee Falls WI 53052-0160	INSURER A Hanover Insurance Co
INSURED	INSURER B:
Midland Video Productions Inc	INSURER C:
126 N Jefferson Suite 240	INSURER D:
	INSURER E:
Milwaukee WI 53202	INSURER F:
COVERAGES CERTIFICATE NUMBER:15/16 Lial	cility REVISION NUMBER:

COVERAGES CERTIFICATE NUMBER:15/16 Liability

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.

INICD	COLOGICITO THE CONDITIONS OF COORT	ADDL	CLIDD		DOLICY FFF	DOLLCY EVE	,		
INSR LTR		INSR		POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S	
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A	CLAIMS-MADE X OCCUR			0н19366112	11/7/2015	11/7/2016	MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO- JECT LOC							\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	X ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS			AW19366101	11/7/2015	11/7/2016	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
							Medical payments	\$	10,000
	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	2,000,000
Α	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	2,000,000
	DED RETENTION\$			0н19366112	11/7/2015	11/7/2016		\$	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		PROPRIETOR/PARTNER/EXECUTIVE 171 E.L. EACH ACCIDEN		E.L. EACH ACCIDENT	\$	100,000		
				WB19366088	11/7/2015	11/7/2016	E.L. DISEASE - EA EMPLOYEE	\$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,000
A	Leased/Rented Equipment			ОН19366112	11/7/2015	11/7/2016	Leased/Rented Equipment		\$50,000
				Deductible: \$1,500			Limit Per Item		\$25,000

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

CERTIFICATE HOLDER	CANCELL ATION

gary.portenier@milwaukeeco

Milwaukee County Department on Aging 1220 West Vliet Street Room 302 Milwaukee, WI 53205

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

Tammy Cross/HM533

ACORD 25 (2010/05)

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	ACT FOR	M 1684 R4 (Re	fer to ADMINI	ISTRATIVE N	MANUAL S	ection 1.13, f	or procedure:	s)					
Mail to:				_					CONTRACT TYPE				
Preliminary:		Comptroller, C	-						Professional Service - Operating XXXX Professional Service - Capital				
Final:		Comptroller, A Business Devel	-						Purchase of Service				
	Community	Duameaa Deve	opinent i ai	uicis, oui i	loor City	Campus			Preliminary	Tx		Final	-
DEPARTME	NT NAME			<u> </u>					AGENCY NO.			TMENT (HIGI	H) ORG
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VENDOR	INFORMAT	TION											
		ENDOR NO.	<u>-</u> -	-	ORDE	R TYPE	NEW or	AMEND		CONTR	RACT N	0.	
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NAME OF VEN	IDOR								ADDRES	S			
MIDLAND	VIDEO F	PRODUCTI	ONS			126 N .	JEFFER	SON S	TREET STE	240			
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	* .	begin date		end d	late	(IN MONTHS)	1	ANGE		AMOUNT	
		11/01	/15	07/3	1/16		9					\$ 10,500.00	
ACCOUNT	ING INFO	RMATION											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Jo	b Number	Report Cat	Units	Amount Expend Amendr	ded/
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PURPOSE	OF CONT	RACT						1	<u>-</u>				
CONTRAC	TOR SHA	LL PERFOR	M ALL SI	RVICES	RELA	TED TO (OLDER A	MERIC	AN ACT 50th	YEAR A	NNIV	ERSARY	ı
MILWAUK	EE COIUN	TY DEPART	MENT O	N AGING	3 25th A	NNIVER	SARY VII	DEO DE	VELOPMEN	T.			
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Was County	y Board appr	roval received	prior to co	ontract ex	ecution o	r contract	amendme	ent or ext	ension?				
		1									п		
	<u></u>	∐ If YES, giv -	ve County	Board File	e No.			 -	Date Approve	ed		····	
	XXX	If NO. wh	y is County	/ Board at	oproval n	ot require	d?	UNDEF	R \$100,000.0	0			
Was Contra		cuted prior to	•		•	<u> </u>			-			YES X	NO
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	(Non	rettell. D	roms	06/2	0/16]	-						
					<i>31</i> 10	J	INTERM	DIREC	TOR				
Signature o	t County Adı	ministrator		Date			Title						

Milwaukee County Department on Aging

PROFESSIONAL SERVICE CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by Milwaukee County Department on Aging, and Midland Video Productions (hereinafter called "Contractor") entered into for the period November 1, 2015 through July 31, 2016.

1. SCOPE OF SERVICES

Contractor shall perform all services related to Older Americans Act 50th Year Anniversary/Milwaukee County Department on Aging 25th Anniversary video development in the manner prescribed by the scope of services description attached hereto as part of Exhibit A.

2. COSTS

Cost incurred involve providing support for developing the 2017-2018 Milwaukee County Area Plan for Older People, including but not limited to 1) Coordinating all resources related to video production; 2) Inserting production elements such as graphics, music, animation, etc.; 3) Working closely with Department on Aging staff to define content, develop script, and identify consumers for interviewing and setting up interview locations; and 4) Working with staff to edit and finalize video.

Contractor's employees listed below are assigned to the project and work the appropriate hours listed below

<u>Name</u>	<u>Position</u>	Est. Hours	Billing Rate
1. Joe Liberatore	President	20	\$50
2. Matt Mueller	Editor	40	\$60
3. Josh Rasmussen	Graphics	20	\$50
4. Deanne Haines	Creative Storytelling	12	\$50

Other Costs – Location production with videographer, gaffer, director and producer. Included is a Sony F5 HD CineAlta camera package, support equipment, audio and lighting. The day rate is billed at \$2500/day. Editing facilities will be billed at a day rate of \$1500/day and will be utilized for 2 days.

Total Rate: \$10,500

Contractor shall not replace Joe Liberatore (President), Matt Mueller (Editor), Josh Rasmussen (Graphics), or Deanne Haines (Creative Storytelling) without the prior approval of the County. If a successor to Joe Liberatore (President), Matt Mueller (Editor), Josh Rasmussen (Graphics), or Deanne Haines (Creative Storytelling) cannot be mutually agreed upon, County shall have the right to terminate this Contract upon thirty (30) days' written notice. Any replacement of listed personnel shall be by persons of equal qualifications, and shall give this contractual obligation top priority.

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

3. DATES OF PERFORMANCE

The term of this Contract shall be from November 1, 2015 through July 31, 2016, or until such time, as either party notifies the other of its termination, as provided herein.

4. COMPENSATION

Contractor shall be compensated for work performed on hourly fee basis at the billing rate listed in section 2 of this Contract. This compensation shall include any and all out-of-pocket expenses incurred by Contractor or its employees. The total compensation to Contractor for services performed under the Contract shall not exceed \$10,500 unless agreed to by County in writing. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days.

5. BILLING

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

- A. Name of paid staff
- B. Dates and hours worked
- C. Description of tasks performed
- D. Detail of out-of-pocket expenses, if any.

Contractor shall submit billings and reports on the forms and according to the manner specified by County.

6. OWNERSHIP OF DATA

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data; drawings; minutes; records; computations; survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County.

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

7. AUDIT AND INSPECTION OF RECORDS

Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to four years after contract completion or termination. The Contractor must obtain

prior written approval of County for all sub-contracts and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the Contractor and its County approved sub-contractors and/or associates which bind the sub-contractors and/or associates to the same audit contractual terms and conditions as the Contractor.

8. AFFIRMATIVE ACTION

The Contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origins, or sex be excluded from participating in any employment activities covered by 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that any covered sub-organization provides assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

9. INDEMNITY

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless, the County, its agents, officers, and employees, from and against all loss or expense, including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the Contractor or its agents, which may arise out of, or are connected with, the activities covered by this Contract.

In accordance with applicable laws, the County shall be responsible for defending and paying judgments on behalf of its officers, employees, and agents for any claims that may arise out of County's negligence for acts, policies, or directives that affect the activities covered by this Contract.

10. INSURANCE

A. Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Worker's Compensation laws and/or vicarious liability due to its actions or omissions or the actions or omissions of its employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including Employers Liability, and Business Insurance covering general liability and automobile coverage in the following minimum amounts, or in the amounts stated in Wisconsin Statutes:

Type of Coverage	Minimum Limits

Wisconsin Workers Compensation Statutory or Proof of All States coverage

Employers Liability \$100,000/\$500,000/\$100,000

Professional Liability \$1,000,000

Commercial General Liability

Bodily Injury & Property Damage \$1,000,000 per Occurrence (Incl. Personal Injury, Fire, Legal \$1,000,000 General Aggregate Contractual & Products/Completed

Operations)

Automobile Liability

Bodily Injury & Property Damage \$1,000,000 per Accident

All Autos-Owned, non-owned

And/or hired

Uninsured Motorists per Wisconsin Requirements

- B. County, As Its Interests May Appear, shall be named as Additional Insured and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. Contractor shall submit a certificate of insurance indicating the above coverages for the duration of this Contract and for review and approval by County.
- C. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County is required to be furnished. Additional insured endorsements (for General and Auto Liability), the endorsement for the Waiver of Subrogation for Workers Compensation and the insurance certificate indicating the above coverage are all required to be submitted for review and approval of the County. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.
- D. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.

11. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount that may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination.

12. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, County shall thereupon have the right to terminate it by giving

thirty (30) days written notice of termination of contract, specifying the alleged violations and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

13. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY

County further reserves the right to terminate this Contract at any time for any reason by giving Contractor thirty (30) days written notice by Certified Mail of such termination. In the event of said termination, Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

14. INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

15. SUBCONTRACTS

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

16. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns, provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

17. PROHIBITED PRACTICES

- A. Contractor, during the period of this Agreement, shall not hire, retain or utilize for compensation any member, officer, or employee of County, or any person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states in part: "No person may offer to give to any County officer or employee or his immediate family, and no County officer, or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby."

18. CONFIDENTIALITY AGREEMENT

IN CONSIDERATION of County providing or having provided the Contractor with certain of its confidential and/or proprietary information which includes all information belonging to, used by, or in the possession of the County and relating but not limited to know-how, equipment, software, forms, inventions, financial condition, business and marketing strategies, customer lists, product and process technology, costs, developments, and trade secrets of every kind and character, and is subsequently individually and collectively referred to as "Confidential Information" to facilitate a business relationship between the County and Contractor, the Contractor agrees as follows:

- 1. The nature and scope of the Confidential Information provided by County to Contractor shall be within the sole discretion of County. The Confidential Information may be provided in tangible form (e.g. in writing, by sample, electronic medium, etc.), orally, or through inspection (e.g. access to Contractor office facilities). The obligations of confidence and limited use of this Agreement shall extend to all Confidential Information disclosed by or on behalf of County to Contractor prior to or subsequent to the date of this Agreement.
- Contractor shall receive and hold in confidence all Confidential Information it receives or
 has received either directly from County or through a third party at the direction of County
 and Contractor shall not disclose such Confidential Information or any part of it to any
 other party at any time without the prior written consent of County.
- 3. Contractor shall not make any use of the Confidential Information except as necessary in connection with the provision of its goods and/or services to County.
- 4. Contractor shall disclose Confidential Information only to those individuals within its own organization who are involved in providing goods and/or services to County and have a need to receive such Confidential Information for such purpose. All such individuals shall be bound by agreements with Contractor that requires such individuals to hold Confidential Information in confidence.
- 5. The preceding obligations of confidence and limited use shall not attach to information which (a) was part of the public domain when received by Contractor from County, or subsequently becomes part of the public domain through no action or lack of action by Contractor, (b) Contractor shows from its written records to have been lawfully in its possession, without restriction on disclosure, at the time it was received from County, and/or (c) Contractor shows to have been received lawfully from a third party who had the right to disclose it.
- 6. Information disclosed by County to Contractor under this Agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in the possession of Contractor or any other party. In addition, information so disclosed under this Agreement shall not be deemed to be within the foregoing exceptions merely because portions thereof are in the public domain or in the possession of Contractor or any other party, but only to the extent such portions are in the public domain or in the possession of Contractor of another party.

- 7. Contractor shall not copy or reproduce Confidential Information unless written authorization is obtained from County, and Contractor shall return to County upon request all Confidential Information and all documents and records containing Confidential Information in its possession or under its control.
- 8. Neither this Agreement nor the disclosure of Confidential Information to Contractor shall be construed by implication or otherwise as granting Contractor any right, title or interest under any intellectual property (e.g., patents, trademarks, etc.) of any kind to which County now or subsequently has title.
- 9. If Contractor makes, during the term of this Agreement, any discoveries, inventions or developments based, in whole or in part, on or related to Confidential Information, then each such discovery, invention, development, or other intellectual property shall become the property of County at the moment of its creation, and it shall become part of and be treated as Confidential Information by Contractor, subject to all the obligations of this Agreement. Contractor shall, on the request and at the expense of County, execute all assignments, declarations, powers of attorney and other documents necessary or desirable, in the opinion of County, to secure for County worldwide patent and/or other rights to any such discoveries, inventions or developments.
- 10. Without limiting the generality of the foregoing covenants of nondisclosure, Contractor agrees that it shall not disclose to anyone the fact or substance of County's inquiries, conversations and/or meetings with Contractor and shall not, unless expressly authorized in writing by County, use any Confidential Information or other information obtained from such inquiries, conversations and/or meetings for any purpose other than to facilitate the conduct of business with County.
- 11. This Agreement shall terminate one (1) year from the date written below except for the obligations of confidence and limited use, which shall continue until the Confidential Information becomes generally available to the public through no fault of Contractor.
- 12. This Agreement shall be governed by, controlled and construed under the laws of the State of Wisconsin, and the parties consent to the jurisdiction of the courts of the State of Wisconsin with venue in Milwaukee County. This Agreement may be amended only in a writing signed by both parties, and it shall supersede and control any purchase order that is issued by County to Contractor. This Agreement constitutes the entire agreement between Contractor and County with respect to all matters described above.
- 20. Disadvantaged Business Enterprise (DBE*) Utilization Plan

Contractor shall comply with CFR 49 Part 26 and Chapter 56.30 of the Milwaukee County Ordinances, which requires a good faith effort to achieve participation of certified disadvantaged business enterprise (DBE) firms on all USDOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy, the Contractor shall ensure that DBE's have the maximum opportunity to participate in this project/contract.

21. County "Use of Technologies" Policy

Contractor hereby attests that it has been furnished with a copy of Milwaukee County's Use of Technologies Policy which prohibits the inappropriate use of County provided technology resources. Contractor acknowledges that it has familiarized itself with Milwaukee County's Use of Technologies Policy and that it specifically agrees that it will make its employees and agents aware of the provisions of said policy. Milwaukee County, at its discretion may require specific users of County provided technology to sign a "User Statement" acknowledging receipt of a copy and awareness of Milwaukee County's Use of Technologies Policy.

22. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

County and Contractor agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and shall undertake any actions needed to protect individually identifiable health information (45 C.F.R. 164.501) as required under current or future HIPAA regulations as determined by the U.S. Department of Health and Human Services and the Wisconsin Department of Health Services.

County and Contractor agree that changes to the Contract that would be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall be made upon discussion and execution of a Contract amendment containing the necessary changes. Neither party shall withhold agreement to modifications to the Contract necessary for one or both parties to comply with HIPAA.

23. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to <u>Contract Administrator</u>, <u>Milwaukee County Department on Aging; 1220 West Vliet Street; Suite 302; Milwaukee, Wisconsin; 53205</u>, and notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, and addressed to <u>Joe Liberatore</u>, <u>President; Midland Video Productions; 126 N Jefferson St; Ste 350; Milwaukee, WI; 53202</u>, or to such other respective addresses as the parties may designate to each other in writing from time to time.

24. MISCELLANEOUS

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Agreement constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with the relevant project descriptions submitted to and accepted by supporting private foundations and all applicable state, local or federal law, rules, regulations and orders.

25. AUTHORIZATION

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

Approved as to Chapter 42 DBE Provision Docusigned by:	on by Co	ommunity Business Development Part
By: Rick Morris	_ Date: _	6/30/2016
CBDP Director Title:		
Reviewed by Risk Management:		
By:	_ Date: _	7/7/2016
Director of Risk Management		
Approved as to form and independent sta	tus by C	Corporation Counsel:
By: Collien Foley	_ Date: _	7/14/2016
Title:	_	
Contractor Representative:		
By: Joe Liberatore	_Date: _	7/11/2016
Title:		
Milwaukee County Department on Aging	<i>:</i>	
By: Gary Portenier	_Date: _	8/17/2016
Title: Program Planning Coordinator	_	
Milwaukee County Comptroller:		
By: F7354A95DB0643E	_ Date: _	8/23/2016
Scott Manske		
Milwaukee County Executive:		
Ву:	_ Date: _	8/23/2016
Chris Abele		

Approved as compliant	under Sec. 59.42 (2) (b) 5, Wisconsin Stats	., by Corporation Counsel:
By:	Date:	
Title:		

Exhibit A

Action Statement

Provider: Midland Video Productions

Contract Period: November 1, 2015 through July 31, 2016

Maximum Amount: \$10,500

Project: Older Americans Act 50th Year Anniversary/Milwaukee County Department

on Aging 25th Anniversary video

Scope of Services

Older Americans Act 50th Year Anniversary/Milwaukee County Department on Aging 25th Anniversary Video

Goal: Develop a high-energy persuasive outreach and educational tool to increase brand awareness and inform broad community of Department on Aging Older Americans Act programs, services, and opportunities.

Deliverable: An approximately six-minute video that informs current and potential consumers about senior programs, services, and opportunities funded by the Milwaukee County Department on Aging and provided by a variety of contracted provider agencies.

- Coordinate all resources related to video production
 - Conduct/film interviews with consumers and family members of aging services and programs
 - o Identify and hire talent to provide voice-over narration
 - o Identify video scenes from 2013 Senior Dining Program video to use in production
 - o Identify video scenes from 2011 Southeastern Wisconsin ADRC and Veteran's video to use in production
- Insert production elements such as graphics, music, animation, etc.
- Work closely with Department on Aging staff to define content, develop script, and identify consumers for interviewing and setting up interview locations
- Work with staff to edit and finalize video

Timeline: Final video provided on or before July 31, 2016.

Note: Attached by reference is Chapter 46.283 (6) of Wisconsin Statutes and the approved State and County Contract Covering Social Services and Community Programs.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

00: 11:10:10:10:11:10:10:10:10:10:10:10:10:1	
PRODUCER	CONTACT NAME: Helena Morganbesser
R&R Insurance Services Inc	PHONE (A/C, No, Ext): (262)255-5100 FAX (A/C, No): (262)502-0941
N80 W14824 Appleton Ave	E-MAIL ADDRESS: Helena.Morganbesser@rrins.com
PO Box 160	INSURER(S) AFFORDING COVERAGE NAIC #
Menomonee Falls WI 53052-0160	INSURER A :Hanover Insurance Co
INSURED	INSURER B:
Midland Video Productions Inc	INSURER C:
126 N Jefferson Suite 240	INSURER D:
	INSURER E:
Milwaukee WI 53202	INSURER F:
	1 '1''

COVERAGES CERTIFICATE NUMBER:15/16 Liability

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 SUB		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED	* .	000,000
	X COMMERCIAL GENERAL LIABILITY			L		PREMISES (Ea occurrence)	\$ 3	300,000
A	CLAIMS-MADE X OCCUR		0н19366112	11/7/2015	11/7/2016	MED EXP (Any one person)	\$	5,000
						PERSONAL & ADV INJURY	\$ 1,0	000,000
						GENERAL AGGREGATE	\$ 2,0	000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 2,0	000,000
	X POLICY PRO- JECT LOC						\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,0	000,000
A	X ANY AUTO					BODILY INJURY (Per person)	\$	
^	ALL OWNED SCHEDULED AUTOS AUTOS		AW19366101	11/7/2015	11/7/2016	BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
						Medical payments	\$	10,000
	X UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$ 2,0	000,000
A	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 2,0	000,000
	DED RETENTION\$		0н19366112	11/7/2015	11/7/2016		\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$ 1	100,000
	(Mandatory in NH)	17.2	WB19366088	11/7/2015	11/7/2016	E.L. DISEASE - EA EMPLOYEE	\$ 1	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 5	500,000
A	Leased/Rented Equipment		он19366112	11/7/2015	11/7/2016	Leased/Rented Equipment	\$	\$50,000
			Deductible: \$1,500			Limit Per Item	\$	25,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Milwaukee County Department on Aging is an additional insured for General Liability and Business Auto per
forms 391-1006 (06/09) and CA2048 when required by written contract. A waiver of subrogation applies for
Workers Compensation.

	CERTIFICATE HOLDER	CANCELLATION
gary.portenier@milwaukeeco Milwaukee County Department on Aging 1220 West Vliet Street Room 302 Milwaukee, WI 53205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
	Room 302	AUTHORIZED REPRESENTATIVE
		Tammy Cross/HM533

ACORD 25 (2010/05)



Certificate Of Completion

Envelope Id: 669AD445D4A24AB9BA1AD77D7051FDB7

Subject: Please DocuSign: Professional Service Contract with Midland Video Productions

Source Envelope:

Signatures: 8 **Envelope Originator:** Document Pages: 18 Certificate Pages: 6 Initials: 0 **Gary Portenier** 901 N 9th St AutoNav: Enabled Ste 301

Envelopeld Stamping: Enabled

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

Milwaukee, WI 53233

Status: Sent

gary.portenier@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Holder: Gary Portenier Status: Original Location: DocuSign

DocuSigned by:

AD4C84D4023E450

Rick Mornis

gary.portenier@milwaukeecountywi.gov

Signer Events Signature

Rick Norris rick.norris@milwaukeecountywi.gov

6/30/2016 9:08:13 AM

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Amy Pechacek

amy.pechacek@milwaukeecountywi.gov

Director of Risk Management

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

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

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

Colleen Foley

colleen.foley@milwaukeecountywi.gov

Deputy Corporation Counsel

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 7/13/2016 4:04:43 PM

ID: e1f8eca7-09e1-414b-969e-2d5a16615bbe

Joe Liberatore

joe@midlandvideo.com

President

Security Level: Email, Account Authentication

(None)

Using IP Address: 98.144.137.183

Electronic Record and Signature Disclosure: Accepted: 7/10/2014 3:30:28 PM

ID: 042243f1-7148-439e-a490-314ece00f234

Timestamp

Sent: 6/30/2016 9:28:16 AM Viewed: 6/30/2016 1:20:20 PM Signed: 6/30/2016 1:21:00 PM

Using IP Address: 204.194.251.5

Sent: 6/30/2016 1:21:03 PM Viewed: 6/30/2016 4:09:55 PM

Signed: 7/7/2016 9:33:26 AM

Using IP Address: 204.194.251.5

DocuSigned by:

Joe Liberatore

32E4833F739F4FD..

Using IP Address: 204.194.251.5

Sent: 7/13/2016 3:46:59 PM Viewed: 7/13/2016 4:04:43 PM Signed: 7/14/2016 8:19:40 AM

Sent: 7/11/2016 8:28:16 AM Viewed: 7/11/2016 1:24:09 PM Signed: 7/11/2016 1:25:15 PM

Signer Events Signature Timestamp Gary Portenier Sent: 7/14/2016 8:19:42 AM gary.portenier@milwaukeecountywi.gov Resent: 8/4/2016 2:20:16 PM Program Planning Coordinator Resent: 8/5/2016 10:47:15 AM Milwaukee County Department on Aging Resent: 8/17/2016 9:21:30 AM Using IP Address: 204.194.251.5 Security Level: Email, Account Authentication Viewed: 8/17/2016 9:21:43 AM (None) Signed: 8/17/2016 9:22:54 AM Electronic Record and Signature Disclosure: Not Offered via DocuSign Sent: 8/17/2016 9:22:57 AM Scott B. Manske And return comptrollersignature@milwcnty.com Viewed: 8/18/2016 8:53:32 AM F7354A95DB0643F Comptroller Signed: 8/23/2016 9:18:59 AM Milwaukee County Using IP Address: 204.194.251.5 Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: Chris Abele Sent: 8/23/2016 9:19:01 AM na cabele@milwcnty.com Viewed: 8/23/2016 5:14:36 PM County Executive Signed: 8/23/2016 5:14:58 PM Milwaukee County Using IP Address: 204.194.251.5 Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: Colleen Foley Sent: 8/23/2016 5:15:00 PM corpcounselsignature@milwcnty.com **Deputy Corporation Counsel** Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign **In Person Signer Events Signature Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status Timestamp Gary Portenier** Sent: 8/5/2016 10:46:57 AM COPIED gary.portenier@milwaukeecountywi.gov Viewed: 8/5/2016 10:47:15 AM **Program Planning Coordinator** Milwaukee County Department on Aging Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Notary Events		Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	8/23/2016 5:15:01 PM	
Electronic Record and Signature Disclosure			

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.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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

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 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.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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 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:	 Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** 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:

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