

AMENDMENT TO AGREEMENT FOR BOND COUNSEL SERVICES

THIS AMENDMENT, by and among Milwaukee County, through the Office of the Comptroller, hereinafter designated as "County," and Quarles & Brady, LLP, hereinafter designated as "Contractor" or "Q&B," is entered into on _____, 2016.

RECITALS

WHEREAS, the County and Contractor are Parties to that certain Agreement for Bond Counsel Services (the "Agreement") dated March 31, 2014, pursuant to which Contractor is to provide bond counsel services to the Office of the Comptroller through December 31, 2016, extended; and

WHEREAS, it is the desire of Office of the Comptroller and Contractor to further amend the Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the terms and provisions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is agreed as follows:

PROVISIONS

1. The term of the Agreement shall be extended until the latest of (a) December 31, 2018, or (b) such time as the work on financings in progress on December 31, 2018 is completed, or (c) such time as the County Board takes further action designating bond counsel, unless otherwise terminated pursuant to the terms and conditions of the Agreement.
2. The Contractor shall maintain that following Insurance Coverage and minimum amounts:

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

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

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$500,000/500,000/500,000
Commercial or Comprehensive General Liability	
Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Professional Liability	\$20,000,000 Per Occurrence \$40,000,000 Aggregate
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 Per Accident
All Autos-Owned, non-owned and/or hired	
Uninsured Motorists	Per Wisconsin Requirements

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

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" or better per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract. Notwithstanding the foregoing, professional liability insurance may be provided by Attorneys' Liability Assurance Society, Inc.

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

A.1. Compliance with Governmental Requirements.

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

A.2. Professional Liability – Additional Provisions.

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

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

The Contractor certifies that it has adequate coverage for all existing claims made against it. Contractor further certifies that there are no pending claims involving any of the Q&B attorneys performing work for the County under this contract.

The Contractor shall inform the County of any claims filed for errors and omissions with respect to the work performed by the Contractor under this contract within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

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

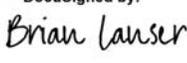
It is understood that the Contractor will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

3. This Amendment is contingent on approval of the Milwaukee County Board of Supervisors.
4. Except as set forth herein, all of the terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall govern, control and prevail.

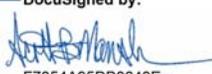
SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to Agreement on the day, month and year first above written.

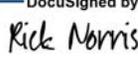
Quarles & Brady, LLP

DocuSigned by:

By: 2FAEBDB5939C4AB Date: 12/1/2016
Name: _____

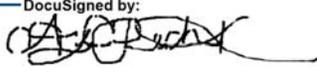
Milwaukee County Office of the Comptroller

DocuSigned by:

By: F7354A95DB0643E Date: 12/1/2016
Scott B. Manske

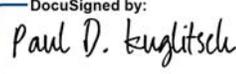
Approved with regards to County Ordinance Chapter 42:

DocuSigned by:

By: AD4C84D4023E450 Date: 12/2/2016
Community Business Development Partners

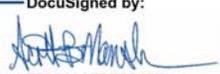
Reviewed by:

DocuSigned by:

By: E454E4CA2D21452 Date: 12/5/2016
Risk Management

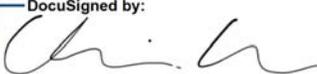
Approved for execution:

DocuSigned by:

By: 2BE87A71B2AE4E5 Date: 12/5/2016
Corporation Counsel

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

DocuSigned by:

By: F7354A95DB0643E Date: 12/1/2016
Comptroller

Approved:

DocuSigned by:

By: 2E580B33A2CC443 Date: 12/5/2016
County Executive

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

By: _____ Date: _____
Corporation Counsel