

**PROFESSIONAL SERVICE CONTRACT  
Metro Milwaukee Mediation Services, Inc.**

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by the Clerk of Circuit Court and Metro Milwaukee Mediation Services, Inc., a Wisconsin Non-profit Corporation (hereafter called "Contractor"), as represented by Amy H. Koltz, (414) 939-8800 is entered into on 1/17/2018, 20  .

1. SCOPE OF SERVICES.

Contractor shall supply housing mediation services to residents of Milwaukee County as described in the Program Fact Sheet attached hereto as Attachment A.

The Contract consists of the following four documents listed below in the order of precedence that will be followed in resolving any inconsistencies between the terms of the Contract and the terms of any Attachments thereto:

- a) This Professional Service Contract
- b) Attachment A: Program Fact Sheet
- c) Attachment B: Personal Property Used by MMMS, Inc. Owned by Milwaukee Co.
- d) Attachment C: Personal Property Owned by MMMS, Inc.

2. STAFFING AND DELIVERY OF SERVICES.

- A. 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.
- B. Except as provided herein, Contractor shall determine the methods, procedures, and personnel policies to be implemented in initiating and furnishing services under this Contract. Contractor shall comply with all Federal, State and local laws and regulations governing its activities and shall maintain in good standing all licenses, permits, and certifications relating to the services it renders.
- C. Contractor may charge the program participants a fee for program services the amount and due date of which shall be determined exclusively by Contractor.

3. EQUIPMENT AND PROPERTY.

- A. The County hereby agrees to make available, without charge to Contractor, office space, meeting space, and the items listed in Attachment B, needed by Contractor for the performance of its services agreed to within this Contract.
- B. The equipment and personal property listed in Attachment C were purchase by funds provided by the Wisconsin Department of Justice to support Foreclosure Mediation Program operations.

County and Contractor acknowledge that ownership of this property is vested exclusively in the Contractor.

- C. The Contractor and County agree that all programs, tables, manuscripts, databases, electronic or paper correspondence, emails, or any other products developed during the term of the Contract remain the property of the Contractor.

4. DATES OF PERFORMANCE.

This Contract for Services will be for a period of one (1) year, retroactive to January 1, 2017 through December 31, 2017, or until such time as either party notifies the other of its termination, as provided herein. It is understood that this contract may be extended beyond one (1) calendar year by written agreement of both the County and Contractor, for two (2) renewable extensions of one (1) calendar year each.

5. PAYMENT & BILLING.

- A. The County agrees to pay to the Contractor an amount not to exceed the budgeted amount of \$100,000.00. Payment for services under this Contract will be made based on quarterly invoices delivered to:

Donya Saffold  
Senior Financial Manager  
Clerk of Circuit Court  
Administrative Services  
Courthouse, Room 104-I  
901 N. 9<sup>th</sup> Street  
Milwaukee, WI 53233  
Fax: 414-223-1260

- B. Contractor is required to submit the final invoice for payment within fifteen (15) days of the contract termination date.
- C. Failure of Contractor to comply with Contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from County by virtue of any County obligation to Contractor until the Contract requirements are met. County reserves the right to withhold payment or adjust Contractor's invoice where the Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any relevant Milwaukee County Clerk of Circuit Court Policies and Procedures, including non-payment of employees and/or subcontractors providing services under this Contract.

6. REPORTS.

Contractor shall provide written progress reports to County on a quarterly basis that include Outcomes, Number of Requests for mediation service and Number of Completed mediations.

7. AUDIT AND INSPECTION OF RECORDS.

- A. 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 three years after completion of the Contract, subject, however to the overriding confidentiality with respect to communications made during mediation per s. 904.085 Wisconsin Statutes.
- B. The Contractor must obtain prior written Milwaukee County approval for all subconsultants and/or associates to be used in performing its contractual obligations.
- C. There must be a written contractual agreement between the prime consultant and its County approved subconsultant and/or associates which binds the subconsultant to the same audit contract terms and conditions as the prime consultant.

8. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION AND CIVIL RIGHTS COMPLIANCE.

- A. No eligible Participant shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation, location, physical disability, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.
- B. Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, location, physical disability, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.
- C. Contractor agrees to comply with the provisions of Section 56.17 County General Ordinance regarding non-discriminatory contracts, which is incorporated by reference as though set forth fully herein.
- D. Contractor agrees that it will comply with the provisions of the Stat of Wisconsin Civil Rights Compliance for Profit and Non-Profit Entities which includes Affirmative Action, Equal Opportunity and Limited English Proficiency (online at: <https://www.dhs.wisconsin.gov/civil-rights/index.htm>)
- E. Contractor agrees that it will comply with the requirements for contractors with fewer than 25 employees which require a Letter of Assurance as described at the website above.

9. INDEMNITY.

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

10. INSURANCE.

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

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

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$2,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Annual Aggregate

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

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

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

11. TERMINATION BY CONTRACTOR OR COUNTY.

- A. Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount which may become due hereunder for a period of forty-five (45) days following submission of appropriate billing and supporting documentation. Upon said termination,

Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

- B. Contractor may, at its option, terminate this Contract upon thirty (30) days written notice to the County where the County fails to fulfill its obligations under this Contract other than non-payment.
- C. If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.
- D. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of service or key personnel in the Fact Sheet are no longer available to provide services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.
- E. In the event of any Termination, the parties are to provide notices in accordance with the Section of this Contract entitled "Notices."

13. 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.

14. SUBCONTRACTS.

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

15. 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.

16. PROHIBITED PRACTICES.

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

- B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

17. NOTICES.

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:  
Metro Milwaukee Mediation Services, Inc.  
Attn.: Amy H. Koltz  
P. O. Box 633  
Milwaukee, WI 53201

To County:  
Clerk of Circuit Courts  
Attn.: John Barrett  
901 N. 9<sup>th</sup> Street, Rm. 104  
Milwaukee, WI 53207

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

18. CONTRACT CONSTRUCTION.

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

19. AUTHORIZATION AND APPROVAL.

County enters into this Contract as authorized by the Milwaukee County Board of Supervisors November 7, 2016 adoption of the Milwaukee County 2017 Operating Budget. Specific reference to this contract is set forth on page 12 of the budget narrative for Combined Court Related Operations (organization unit 2000) under Strategic Program Area 9: Self-Help Services. Contractor enters into this Contract pursuant to approval of its Board of Directors, as indicated by signature of its Chairperson below.

(Signatures appear on next page)

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

METRO MILWAUKEE MEDIATION SERVICES, INC.

By: Amy H. Koltz Date: 1/3/2018  
Amy H. Koltz, Executive Director

DocuSigned by:  
By: Thomas Frenn Date: 1/4/2018  
9CC85380-CD4449  
Thomas L. Frenn  
Chairperson, MMMS, Inc. Board of Directors

MILWAUKEE COUNTY

DocuSigned by:  
By: Chris Abele Date: 1/16/2018  
2E680B33A2C6443  
Chris Abele, County Executive

DocuSigned by:  
By: JL Bennett Date: 1/4/2018  
43FB3952E730462  
John Bennett, Clerk of Circuit Court

Approved with regards to County Ordinance Chapter 42:

DocuSigned by:  
By: Rick Norris Date: 1/11/2018  
AD4C84D40236450  
Community Business Development Partners

Reviewed by:

DocuSigned by:  
By: Paul Schwegel Date: 1/16/2018  
4B0D50B2E0B649A  
Risk Management

Approved for execution:

DocuSigned by:  
By: Paul Englitsch Date: 1/12/2018  
2B6B7A71B2AE4E5  
Corporation Counsel

Approved as to funds available  
per sec. 59.255(2)(e), Stats.:

DocuSigned by:  
By: John Mank Date: 04/01/2018  
F7354A95D80643E  
Comptroller

Approved: pursuant to Wis. Stats. 59.17(2)(b)4,  
as well as 59.17(2)(b)3, and 59.52(6)(b):

DocuSigned by:  
By: Chris Abele Date: 1/16/2018  
2E680B33A2C6443  
County Executive

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

DocuSigned by:  
By: Paul Englitsch Date: 1/17/2018  
2B6B7A71B2AE4E5  
Corporation Counsel

## Program Fact Sheet - Attachment "A"

### **Metro Milwaukee Foreclosure Mediation Program**

Metro Milwaukee Mediation Services, Inc., (MMMS) will manage a residential mortgage foreclosure mediation program to assist with the resolution of residential foreclosure cases filed in Milwaukee County Circuit Court. The Metro Milwaukee Foreclosure Mediation Program (the Program) will provide mediation services upon request by lenders or homeowners in dwellings of no more than 4 units who are parties to a foreclosure action in Milwaukee County Circuit Court.

### **Landlord-Tenant Mediation Program**

Metro Milwaukee Mediation Services, Inc., (MMMS) will manage a landlord tenant mediation program to assist with the resolution of eviction cases filed in Milwaukee County Circuit Court, as well as assisting with the resolution of cases involving landlord-tenant disputes where an eviction case has not yet been filed. The Landlord-Tenant Mediation Program (the Program) will provide mediation services upon request by landlords or tenants involved in disputes pertaining to the rental agreement or the rental property.

### **MMMS Responsibilities for Foreclosure and Landlord-Tenant Mediation Programs**

1. MMMS provides:
  - a. Trained qualified attorney mediators, including a Staff Mediator
  - b. Telephone number and website
  - c. Administrative coordination
  - d. Mediator Recruiting, Screening, Training, Supervision, and Support
  - e. Supervision of Volunteers
  - f. Necessary equipment and office supplies
2. MMMS will hire, train, and manage all program staff including an attorney-mediator, and additional support staff subject to the availability of funding.
3. Develop Program outcome measures in coordination with collaborating agencies and the Milwaukee County Clerk Circuit of Court.
4. Coordinate Programs including:
  - a. Securing the time and place for mediations and assigning mediators;
  - b. providing homeowners referrals to a housing counseling agency (if applicable);
  - c. confirming all details with the parties and assigned mediator;
  - d. ensuring the mediation is conducted in accordance with accepted professional mediation standards; and
  - e. preparing a report for the Court regarding the outcome of the mediation (if applicable) and facilitating communications with the Court.
5. Recruit, train and maintain a network of trained mediators for assignment to Program-referred cases; provide coordination with other partnering agencies to assist with the successful implementation and management of the Programs; provide coordination, training, and support to volunteers involved in the Programs.



6. Submit quarterly reports to the Milwaukee County Clerk of Circuit Courts that include Program Outcomes, Number of Requests for Mediation, and Number of Completed Mediations.

### **MMMS Key Personnel Position Description**

#### Executive Director/Staff Mediator- Amy Koltz

The Executive Director/Staff Mediator (ED) will provide and supervise mediation services for the Metro Milwaukee Foreclosure Mediation Program and the Landlord-Tenant Mediation Program serving Milwaukee County. The ED will set policy, provide training and engage in mediation, as well as supervise all staff, mediators and volunteers engaged in the Foreclosure and Landlord-Tenant Mediation Programs. The ED will work with the MMMS Board of Directors to administer the Foreclosure and Landlord-Tenant Mediation Programs. The ED will serve as a liaison between the Mediation Programs and appropriate court personnel and will be responsible for overall program success.

#### Responsibilities:

1. Implement policies and procedures for foreclosure and landlord-tenant mediation in Milwaukee County.
2. Manage a mediation caseload to assist parties in developing agreements that enhance neighborhood stability and are mutually beneficial to the participants. Provide foreclosure and landlord-tenant mediation.
3. Maintain up-to-date roster of qualified attorney mediators to hear additional cases; verify mediators have completed the necessary training or demonstrate the necessary experience to participate in the programs.
4. Assigns mediators and co-mediators to cases.
5. Maintain information and referral processes, so that parties in mediation receive referrals to appropriate community resources, attorney representation, or other resources as needed.
6. Supervise all mediators. Provide for program orientation and ongoing training of all mediators.
7. Maintain necessary program data and work collaboratively with the Clerk of Circuit Courts office to ease program administration.
8. Oversee all financial aspects of the program, including procuring risk management services, accounting for all revenues and expenditures, quarterly reports, audits or reviews and tax accounting.
9. Procures and maintains all licensing or permissions that are necessary by any governmental unit to engage in foreclosure and/or landlord-tenant mediation services.
10. Ensures compliance with employment, wage and hour, and employment regulations governing the employment relationships of all staff.
11. Enforce ethical standards for mediators and employees and review and adopt best practices for the foreclosure and landlord-tenant mediation activities from other jurisdictions.

**Attachment "B"**

**Personal Property Used by MMMS Inc., Owned by Milwaukee County Clerk of Circuit Court**

1. Four work station/desk units (in M104-E)
2. Two green Chromecraft Corp. chairs (in M104-E)
2. One lateral file cabinet (in M104-E)
3. One Four-shelf unit (in M104-E)
4. One work table (in M104-E)
5. Shared use of conference space
6. Shared use of Polycom speaker phone

**Attachment "C"**  
**Assets of Metro Milwaukee Mediation Services, Inc.**

<b>COMPUTERS/MONITORS</b>	
<i>Quantity</i>	<i>Item Description</i>
4	HP Desktop Computer
4	HP Monitor
2	HP Laptop
2	Dell Laptop

<b>COMPUTER HARDWARE</b>	
<i>Quantity</i>	<i>Item Description</i>
1	Linksys Wireless-G Broadband Router
2	Cables to Go Network Cable 50FT
1	ASA 5505 Appliance w/ SW (incl peripherals & software)
1	SMARTNET
1	Belkin CAT5 150FT Gray Cable

<b>OFFICE FURNITURE (CHAIRS)</b>	
<i>Quantity</i>	<i>Item Description</i>
2	Basyx Hi-Back Executive Chair (Gray)
1	Office Max Hi-Back Exec Chair (Gray)
1	Leather Desk Chair (Black)

<b>PHONES</b>	
<i>Quantity</i>	<i>Item Description</i>
4	Aastra Analog Phone
3	Polycom VOIP Phone
1	Polycom Laptop Speaker Phone

<b>PRINTERS/SCANNER/SHREDDER</b>	
<i>Quantity</i>	<i>Item Description</i>
1	HP OfficeJet H470wbt
1	Canon D1170 B/W MF Laser Printer w/ 500-sheet paper tray & warranty
1	Fellowes Shredder
1	ScanSnap Ix500
1	ScanSnap s1500
1	HP LaserJet Pro 400
2	HP OfficeJet 150 Mobile All-In-One

<b>CONTRACT FORM</b> 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
<b>Mall to:</b> Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 9th Floor - 633 W. Wisconsin								<b>CONTRACT TYPE</b>			
								Professional Service - Operating		X	
								Professional Service - Capital			
								Purchase of Service			
								Preliminary		Final	
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
Combined Court Operations								200		2800	
<b>VENDOR INFORMATION</b>											
VENDOR NO.				ORDER TYPE		NEW or		AMEND		CONTRACT NO.	
72163											
NAME OF VENDOR						ADDRESS					
Metro Milwaukee Mediation Services, Inc.						PO Box 633 Milwaukee WI 53201					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date		end date		(IN MONTHS)		CHANGE		AMOUNT	
45-4194546		01/01/17		12/31/17		12				\$ 100,000.00	
<b>ACCOUNTING INFORMATION</b>											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017	01	0001	200	2806			6148				\$ 100,000.00
<b>PURPOSE OF CONTRACT</b> Provide foreclosure mediation services and eviction mediation services in Milwaukee County.											
Was County Board approval received prior to contract execution or contract amendment or extension? <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="margin-bottom: 10px;"> <input checked="" type="checkbox"/> If YES, give County Board File No. <u>16-567</u> Date Approved <u>11/14/16</u> </div> <div> <input type="checkbox"/> If NO, why is County Board approval not required?         </div> </div>											
Was Contract fully executed prior to work being performed (all signatures received)?										<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
Is Vendor a certified professional service DBE?										<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Marge Daugherty				01/04/18		Operations Supervisor - Courts					
Prepared By				Date		Title					
Signature of County Administrator				Date		Title					

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

Contract Administrator: Donya Saffold Phone: (414) 278-5331 Date: 1/9/2018  
 Email Address donya.saffold@wicourts.gov Dept: 200 Grant \$\$: 0 Org No. 2806

**PROJECT INFORMATION**

Project Name: Foreclosure and Mediation Services Project No.: N/A

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

Mediation and eviction services between financial institutions and banks attempting to prevent foreclosures and evictions and allow the homeowner to remain in their home

Contracting Opportunities (List NAICS codes): 561110 - Legal Services

**TYPE OF PROJECT**

Professional Services Estimated Amount \$ 100,000

Construction Services Estimated Amount \$ \_\_\_\_\_

Non For Profit Services Estimated Amount \$ \_\_\_\_\_

This service was originally an extension of a Memorandum of Understanding between Milwaukee County and the Wisconsin Department of Justice. The vendor began performing the work for the County in March 2012. This is a female owned, Wisconsin non-stock corporation that believes their activities qualify for 501c tax exempt status.

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

Department/Division Administrator Name John Barrett Signature *John Barrett*  
 Date 1/9/2018

**CBDP USE ONLY**

Concur with Recommendation ☒ or provide the following goals \_\_\_\_\_%

This contract is exempt from a participation goal ☒ Yes ☐ No

Approved: *Rick Davis* Date 1/8/2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/04/2018

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).

<b>PRODUCER</b> The Leavitt Group 2397 Huntcrest Way Lawrenceville GA 30043		<b>CONTACT NAME:</b> Gregory Thrasher <b>PHONE (A/C, No, Ext):</b> 202.452.9870 <b>FAX (A/C, No):</b> 202.452.9879 <b>E-MAIL ADDRESS:</b> g.thrasher@nlada.org	
<b>INSURED</b> Metro Milwaukee Mediation Services, Inc P.O. Box 633 Milwaukee WI 53201		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AIX Specialty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <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					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea 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 <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y/N				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Lawyers Professional Liability	X	L1A9545491 05	04/19/2017	04/19/2018	\$1,000,000 Each Claim \$1,000,000 Aggregate \$5,000 Annual Aggregate Deductible

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

## CERTIFICATE HOLDER

Milwaukee County Clerk of Circuit Court  
 Senior Financial Manager- Administrative Services  
 901 N. 9th St Courthouse, Room 104-I  
 Milwaukee WI 53233

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

METRMIL-03

CNEULEIB



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2018

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan - Waukesha 20975 Swenson Drive, Suite 175 Waukesha, WI 53186	CONTACT NAME:		PHONE (A/C, No, Ext): (414) 271-3575		FAX (A/C, No): (262) 717-9434
	E-MAIL ADDRESS:				
INSURED Metro Milwaukee Mediation Services Inc PO Box 633 Milwaukee, WI 53201	INSURER(S) AFFORDING COVERAGE				NAIC #
	INSURER A: WEST BEND MUTUAL INSURANCE COMPANY				15350
	INSURER B:				
	INSURER C:				
	INSURER D:				
	INSURER E:				
INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	1737916	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	1737916	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	1737917	03/01/2017 03/01/2018 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Milwaukee County Clerk of Circuit Court is named as Additional Insured in regards to the General Liability and Auto Liability. Workers Compensation Waiver of Subrogation applies.

## CERTIFICATE HOLDER

Milwaukee County Clerk of Circuit Court  
Senior Financial Manager  
Administrative Services, Courthouse, Room 104-I  
901 N. 9th Street  
Milwaukee, WI 53233

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Paul J. Cullen*

POLICY NUMBER: 173916

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Metro Milwaukee Mediation Services, Inc.

**Endorsement Effective Date:** 01/09/2018

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):** Milwaukee County Clerk of Circuit Court, Senior Financial  
Manager, Administrative Services, Courthouse, Room 104-I,  
901 N. 9th Street  
Milwaukee, WI 53233

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED – NOT OTHERWISE CLASSIFIED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
GARAGE COVERAGE FORM

**SCHEDULE**

**Name of Person or Organization (Additional Insured):**

Milwaukee County Clerk of Circuit Court  
Senior Financial Manager  
Administrative Services  
Courthouse, Room 104-I  
901 N. 9th Street  
Milwaukee, WI 53233

WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule as an additional insured, but only with respect to liability incurred solely as a result of some act or omission of the named insured.

It is further understood and agreed that the designation of the entity named as an additional insured does not increase or alter the limit of liability, nor the scope of coverage of this policy.

The coverage granted to the additional insured under this endorsement shall be excess over any other valid and collectible insurance, whether contingent, excess or primary.

This endorsement provides no coverage to the additional insured for its liability arising out of the claimed negligence, statutory liability or fault of the additional insured.

As a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

POLICY NUMBER: 1737917  
EFFECTIVE DATE: 01/10/2018  
INSURER: West Bend Mutual Insurance  
CARRIER CODE: 15350  
NAMED INSURED: Metro Milwaukee Mediation Services, Inc.  
AGENCY NUMBER: 48775

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

**PRINCIPAL:**

Milwaukee County Clerk of Circuit Court  
Senior Financial Manager  
Administrative Services  
Courthouse, Room 104-I  
901 N. 9th Street  
Milwaukee, WI 53233

**DESCRIBED OPERATIONS:** Service Contract

**MINIMUM PREM/FLAT CHARGE:**