

City of Milwaukee
Request for Qualifications (RFQ) No.
20991 and Cost Proposal

Service Contract for *Collins* Consultation and Compliance Monitoring Scope of Work



Michael Siler,
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Submissions must be submitted on the
Bonfire Portal prior to the closing time of
April 17, 2025

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Vendor Service Contract for Collins Consultation and Compliance Monitoring – Scope of Work

1. INTRODUCTION

The City of Milwaukee (“City”) is a municipal corporation organized and existing under the laws of the State of Wisconsin. The City invites proposals for consultation and monitoring services pursuant to the settlement agreement in *Charles Collins, et al. v. The City of Milwaukee, et. al.*, No. 17-CV-00234, Dkt. No. 135 (E.D. Wis. July 23, 2018).

The City reserves the right to award all, a portion of, or none of the work described in this RFQ to the successful vendor. This request for qualifications does not use the standard city procurement process, and instead any award made by the parties to the settlement agreement (“the Parties”) will be made in a confidential mediated process, and will be based on an evaluation of the submissions and interviews of the vendors to this RFQ.

2. ANTICIPATED SCHEDULE

The following is the proposed schedule for this project. The City reserves the right to change the RFQ schedule, issue amendments to the RFQ, cancel the RFQ, or reissue the RFQ at any time.

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|---|-------------------|
| RFQ Release Date | February 18, 2025 |
| Any questions, clarifications, etc. must be sent via email only to micsil@milwaukee.gov . | March 7, 2025 |
| Any responses deemed appropriate to share with all vendors will be posted on the Submission Portal. | March 14, 2025 |
| Closing Date | April 17, 2025 |
| Evaluation of Submissions | April-May 2025 |
| Selection of Highest-Ranked Vendors <ul style="list-style-type: none">• Subject to process agreed by parties | May-June 2025 |
| Presentations by Highest-Ranked Vendors | May-June 2025 |
| Final Selection of Vendor <ul style="list-style-type: none">• Subject to process agreed by parties | May-June 2025 |
| Contract Negotiations | June-July 2025 |
| Approval by Common Council | June-August 2025 |
| Award of Contract | June-August 2025 |
| Commencement of Services | June-August 2025 |

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3. SCOPE OF SERVICES

Vendor will be responsible for providing those services set forth in pages 38 through 53 of the Settlement Agreement and Court Order in *Charles Collins, et al. v. The City of Milwaukee, et. al.*, No. 17-CV-00234, Dkt. No. 135 (E.D. Wis. July 23, 2018), incorporated herein as Exhibit A.

Consultation and monitoring has to date been conducted by the Crime and Justice Institute (“CJI”), and the reports that it has published pursuant to the settlement agreement can be found here: <https://city.milwaukee.gov/fpc/Reports/Crime-and-Justice-Institute-Reports.htm>. The contractor selected through this process will be replacing CJI for consulting and monitoring duties under the settlement agreement.

4. CONTRACT AND TERM

4.1 Term. The contract is anticipated to begin on or around June-August 2025, and has no specific date of conclusion, but Vendor will be renewed upon consent of the City and Vendor on a rolling annual basis.

4.2 Negotiation. Upon notification to the Vendor that the City has preliminarily selected it, the City and the successful proposer will engage in contract negotiations for a period of not more than ten business days (the “Negotiation Period”). If the terms of an agreement cannot be reached by the end of the Negotiation Period, the City may, at its option, begin negotiations with another vendor.

4.3 Contract Terms. The City’s terms and conditions may be found attached to the RFQ as Exhibit B. Should a vendor require any modification of these terms, that vendor must take exception to the term(s) in the appropriate section of its submission, and such exceptions will be taken into consideration during the evaluation process. Failure to take exception to any term constitutes the vendor’s acceptance of that term in any eventual contract and a waiver of that vendor’s ability to negotiate that term during the Negotiation Period.

5. PROPOSAL FORMAT

5.1 Length. To facilitate review, please keep submissions short and concise. Marketing materials that are not specifically responsive to any category of this RFQ should not be included and will not be reviewed. Please note that the Parties may elect to print the proposals, and will do so in grayscale. Graphics and colored text must be easily readable in grayscale.

5.2 Verifiable and Signed. All information provided must be verifiable by documentation if requested by the City. Submissions shall be signed by a person with authority to bind the proposer.

5.3 Content and Format. All pages must be numbered. Each submission must contain the following elements organized into the specified sections:

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| <p>Section A.</p> | <p>A.1. Cover sheet (complete Exhibit C to this RFQ).</p> <p>A.2. Table of contents.</p> <p>A.3. Cover letter/executive summary on company letterhead signed by a person with the corporate authority to enter into any contract that results from the submission.</p> <p>A.4. Provide evidence of a license to do business in the State of Wisconsin.</p> |
| <p>Section B.</p> <p>Experience and Qualifications</p> | <p>B.1. Provide the names and relevant experience of key persons who will interact with the City and perform work under the contract. Identify the responsibilities those key persons will have under the contract.</p> <p>B.2. Provide a copy of your organizational chart, as relevant to this scope of work.</p> <p>B.3. Describe your experience providing monitoring and consultation on settlement agreements or consent decrees regarding constitutional policing, particularly with respect to stops and frisks.</p> <p>B.4. Describe your experience providing similar services for other municipalities or courts and provide links to all publicly available reporting that you have issued pertaining to constitutional policing.</p> <p>B.5. Describe where your office(s) is located.</p> <p>B.6. Provide a list of references. Note that the City may solicit relevant information from previous clients and any other available sources concerning your record of past performance.</p> |

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| Section C. Technology and Quality Control | C.1. Describe how you keep your data secure, and how you will keep the City’s data secure (when stored by you and in transmission). |
| Section D. Legal Actions | D.1. Provide a list and brief description of all material legal or administrative actions, orders, and enforcement actions against you, your members, partners, or anticipated subcontractors, any action against any bond guaranteeing your performance, or any governmental inquiry or action regarding accuracy or preparation of financial statements or disclosure documents, together with any fines and penalties |
| Section E. Cost Proposal | <p>E.1. Attach your cost proposal. Proposer must list all fees, costs, or other charges associated with the provision of services. The City will not pay any fees, costs, or other charges that are not specifically listed in your cost proposal.</p> <p>The Cost Proposal Documents must be uploaded in a separate file clearly marked “COST PROPOSAL DOCUMENTS.” Proposers shall submit their cost for providing the services as outlined in the Scope of Work. Cost shall not be disclosed anywhere outside of the Cost Proposal Document provided with this RFQ.</p> |
| Section F. Exceptions to Contract Terms | F.1. List all terms listed in Exhibit B to which you take exception, provide a reason for your exception to that term(s), and propose a redline of the term that varies as little as possible from the original. |
| Section G. Value Added | G.1. How do you distinguish yourself from others in the field? |
| Section H. SMWBE and LSA | H.1 This RFQ does not include mandatory Small, Minority, Women Business Enterprise (SMWBE) and Labor Surplus (LSA) participation requirements. However, proposers may and the City encourages vendors to partner with a City certified SBE, MWBE or LSA firm. Your submission may document any |

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| | such participation of the SMWBE or LSA firm. In addition, SBE Form A must be completed and submitted with your submission if you wish to have consideration on that basis. For further information regarding SMWBE or LSA participation, contact the Office of Equity & Inclusion (OEI) at 414-286- 5553. |
| Section I. SRC | I.1 Vendors may and the City encourages eligible proposers to submit a Socially Responsible Proposer (SRC) Affidavit of Compliance. For more information regarding the SRC Program click here . SRC forms are available on the City’s Purchasing Division website. |

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Section J.

Optional submission – Vendor is encouraged but not required to provide a response to the following:

- The consultant is expected to “serve as a technical advisor and facilitator as the Defendants, through primarily the MPD and the FPC, work toward providing effective, safe, and constitutional policing” CJI, *City of Milwaukee Settlement Agreement, Sixth Annual Report* at 1.
 - <https://city.milwaukee.gov/ImageLibrary/Groups/cityFPC/Reports/Crime-and-Justice-Institute/CJI-Year-Six-Annual-Report-to-File.pdf>
 - After reviewing the Sixth Annual report (and other CJI reports available on the FPC’s website), if you were selected as the consultant, what specific initial suggestions might you make to advise and facilitate the City of Milwaukee in reaching its goals and obligations under the Settlement Agreement?
- According to the prior consultant, “a notable challenge in achieving substantial compliance with the terms of the Settlement Agreement lies in areas of the Agreement that are unlikely to reach the standard of compliance unless revised or renegotiated.” CJI, *City of Milwaukee Settlement Agreement, Sixth Annual Report* at 3.
 - After reviewing the Sixth Annual report (and other CJI reports available on the FPC’s website), what recommendations would you make if selected as consultant to address or revise these areas of the Agreement flagged by CJI to assist the Parties in measuring compliance and achieving the shared goals and objectives of the Settlement Agreement in a modern and efficient manner?
- In the Sixth Annual Report, CJI found that “[s]top rate disparities . . . have been found for all five years when comparing the experiences of Black and white individuals encountered by police.” CJI, *City of Milwaukee Settlement Agreement, Sixth Annual Report* at 44. What recommendations would you make if selected as consultant to evaluate and address these disparities and assist the City in reaching compliance with the Settlement Agreement requirement that “there is no significant racial or ethnic disparity” in stop and frisk rates?

Vendor is advised that while responding is optional, it is the Parties’ intent to inquire into these issues during the interview phase.

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6. SUBMISSION EVALUATION

All submissions will be reviewed and evaluated by the Parties, with the most consideration given to Sections B and E of 5.3 above.

Should a vendor provide a response to any section that the City determines would, in its reasonable discretion, yield an unworkable or impracticable working relationship, that response may disqualify that vendor. The Parties may ask individual vendors clarifying questions or ask individual vendors to provide oral presentations, as deemed necessary.

7. PUBLIC INFORMATION

All submissions may be considered “Records” subject to the Wisconsin Public Records Law (see Exhibit B, “Public Records”). Should you consider any information in your proposal to be confidential within the confines of that law, you may complete the designation of confidential and proprietary information form, attached as Exhibit D. Completing this form does not guarantee that the City will refuse to disclose such information in response to a public records request, but the City will consider the form as part of its analysis.

8. CONTACT INFORMATION

After a submittal is made, vendors are specifically directed not to contact any other City of Milwaukee or department or staff member of the ACLU, ACLU Wisconsin, or Dougherty Law Firm PLLC for discussions that are related to this RFQ. Unauthorized contact of any such personnel after a submittal is made is a cause for rejection of the submission. Any additional information or clarifications that are provided to one (1) firm will be provided to all firms in the form of an addendum posted to the Submission Portal.

All communications regarding this RFQ and the submittal process should be directed to:

Michael Siler, Purchasing Agent
Department of Administration – Purchasing
Division
Email: micsil@milwaukee.gov

9. EVALUATION AND AWARD PROCESS

The Parties will select the vendors whose submissions best meet the Parties’ needs as defined in this RFQ, with the most consideration given to Sections B and E of 5.3 above. Contractual commitments are contingent upon the availability of funds. The award of this contract is contingent on the approval of the Court and the City of Milwaukee Common Council. All contracts are subject to the approval of the City’s legal counsel prior to execution. Once awarded, the contracts will be the final expression of the agreement between the parties and may not be altered, changed, or amended except by mutual

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agreement, in writing.

10. RESPONSE REQUIREMENTS

For this RFQ, the City of Milwaukee is using a Submission Portal for accepting and evaluating submissions digitally.

Upload your submission at:

<https://cityofmilwaukee.bonfirehub.com/opportunities/173827>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time on **April 17, 2025 and 11:59 PM]**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

11. OTHER

Proposal Questions

Any questions, clarifications, etc. must be sent via email only to micsil@milwaukee.gov by March 7, 2025. Any responses deemed appropriate to share with all vendors will be posted on the Submission Bonfire Portal by March 14, 2025.

Vendor's Relationship to the City of Milwaukee

It is expressly understood that the successful Vendor is in all respects an Independent Vendor as to the work, and the Vendor is in no respect an agent, servant, or employee of the City of Milwaukee.

Addenda

It is the responsibility of the Proposer, prior to submitting a response to the RFQ, to periodically check the City's Bonfire software platform to ensure that all addenda for this RFQ have been downloaded and that all of the information, documentation, etc. that has been requested has been included in the RFQ response.

Insurance

The successful Proposer will be required to provide the City with evidence of Insurance coverage that is in full compliance with the City's Insurance Requirements. It is the successful Proposer's responsibility to provide its insurance agent with a copy of the City's Insurance Requirements for this RFQ. It is also the successful Proposer's responsibility to check the Insurance Certificate before it is sent to the City to verify that these documents are in full compliance with the City's Insurance Requirements. An original copy of the fully compliant Insurance Certificate shall be furnished to the City prior to the contract being fully executed.

Jurisdiction, Venue, Choice of Law

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This RFQ and any resulting contract shall be governed by and construed according to the laws of the State of Wisconsin.

Follow-up Interviews

Should the department request follow-up interviews, Proposers must be available for these follow-up interviews/presentations by teleconference on specific dates and times. The Proposer's proposed primary point of contact person must be present during the teleconference call to lead the interview team.

Negotiations

After interviews and final evaluations are completed, the City may at its sole option open negotiations with as many or few vendors, or none, as it deems appropriate, prior to award. The City also reserves the right to open negotiations with one or more additional vendors if negotiations with one or more of the previously selected vendors are not successful.

Incurred Costs

Vendor submittals are made entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any individual or firm for any costs incurred in preparing or making a submittal, for providing additional information when requested by the City, or for attending and/or participating in any follow-up interviews and negotiation sessions.

Confidential Matters

City Data: All data and information pertaining to this RFQ shall be treated by the vendor and its agents as confidential. The vendor and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from Robin Pederson, Deputy City Attorney of the City Attorney's Office.

Proposer Data: If any information submitted in the proposal is confidential or proprietary, the vendor must identify this information by completing and including the Designation of Confidential and Proprietary Information with their proposal. Identifying information as confidential does not guarantee that it will be exempted from disclosure under the Wisconsin Public Records law.

Assignment

The Vendor may not reassign any portion of the work that is awarded as a result of this RFQ, without prior written consent from the City.

Rejection

The City reserves the right to reject any and all submissions, to waive any informality in the

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submissions that are received, and to accept or reject any or all items in the submission. Moreover, the City reserves the right to make no selection if the submissions are deemed to be outside the fiscal constraint or not acceptable to the Parties.

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Exhibit A – Scope of Services

- 1) *Charles Collins, et al. v. The City of Milwaukee, et. al.*, No. 17-CV-00234, Dkt. No. 135 (E.D. Wis. July 23, 2018) [settlement agreement].



Ex. A - Settlement
Agreement.pdf

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

CHARLES COLLINS, DALLAS
ADAMS, CALEB ROBERTS,
STEPHEN JANSEN, GREGORY
CHAMBERS, ALICIA SILVESTRE,
DAVID CROWLEY, and JEREMY
BROWN,

Plaintiffs,

v.

CITY OF MILWAUKEE,
MILWAUKEE FIRE AND POLICE
COMMISSION, and CHIEF
ALFONSO MORALES, *in his official
capacity as the Chief of the Milwaukee
Police Department,*

Defendants.

Case No. 17-CV-234-JPS

**ORDER and
SETTLEMENT
AGREEMENT**

The parties have reached a settlement in this matter. They now ask that the Court enter an order approving their settlement as more fully detailed herein. (Docket #133). With the benefit of the parties' agreement together with the record as a whole, the Court will approve the settlement, adopt the parties' proposed order incorporated herein, and retain jurisdiction over this matter for purposes of enforcing this order.

What follows is the parties' agreement, endorsed by their counsel together with the Court's order.

I. INTRODUCTION

A. Plaintiffs' Claims

1. This class action lawsuit for declaratory and injunctive relief was filed on February 22, 2017, against the City of Milwaukee ("Milwaukee"), the Milwaukee Fire and Police Commission ("FPC"), and in his official capacity Alfonso Morales, the Chief of the Milwaukee Police Department ("MPD")¹ (hereinafter referred to individually and collectively as "Defendants") by named plaintiffs Charles Collins, Caleb Roberts, Stephen Jansen, Gregory Chambers, Alicia Silvestre, David Crowley, Jeremy Brown, and Dallas Adams (hereinafter referred to individually and collectively as "Plaintiffs").² Plaintiffs allege that Defendants' policies, practices, and customs related to stops and frisks by the Milwaukee Police Department ("MPD") violate the United States Constitution by: (1) authorizing MPD officers to stop people without individualized, objective, and articulable reasonable suspicion of criminal conduct, in violation of the Fourth Amendment to the U.S. Constitution; (2) authorizing MPD officers to frisk people without individualized, objective, and articulable reasonable suspicion that the person is armed and dangerous, in violation of the Fourth Amendment to the U.S. Constitution; and (3) sustaining stops and frisks of

¹Plaintiffs' Class Action Complaint and Amended Class Action Complaint named as a defendant Edward Flynn in his official capacity as Chief of the MPD. Amended Class Action Complaint for Declaratory and Injunctive Relief ¶ 27 (May 24, 2017), (Docket #19) ("Am. Compl."). Due to the retirement of Edward Flynn on February 16, 2018 and subsequent appointment of Alfonso Morales as Chief of the MPD, Alfonso Morales is automatically substituted for Edward Flynn as a defendant sued in his official capacity pursuant to Federal Rule of Civil Procedure 25(d).

²Plaintiffs and Defendants are from time to time referred to hereinafter individually as a "Party" and collectively as the "Parties."

Black and Latino people that involve racial and ethnic profiling, or are otherwise motivated by race and ethnicity, rather than reasonable suspicion of criminal conduct, in violation of the Fourteenth Amendment to the U.S. Constitution and Title VI of the Civil Rights Act of 1964 (“Title VI”), 42 U.S.C. § 2000d *et seq.*

B. Defendants’ Response

1. Defendants deny that their policies, practices or customs related to stops and frisks by the MPD violate the United States Constitution, and, in particular, the Defendants deny that they: (1) authorized MPD officers to stop people without individualized, objective, and articulable reasonable suspicion of criminal conduct, in violation of the Fourth Amendment to the U.S. Constitution; (2) authorized MPD officers to frisk people without individualized, objective, and articulable reasonable suspicion that the person is armed and dangerous, in violation of the Fourth Amendment to the U.S. Constitution; and (3) sustained stops and frisks of Black and Latino people that involve racial and ethnic profiling, or are otherwise motivated by race and ethnicity, rather than reasonable suspicion of criminal conduct, in violation of the Fourteenth Amendment to the U.S. Constitution and Title VI.

C. Mutual Recognition of Principles

1. The Parties to this Settlement Agreement and Court Order (“Agreement”) recognize the need for compliance with the requirements and mandates of the Fourth and Fourteenth Amendments to the U.S. Constitution in the conduct of MPD stops and frisks. Accordingly, the Parties have agreed to the following binding provisions of this Agreement.

II. STANDING OF INDIVIDUAL PLAINTIFFS

1. The Parties further agree that this Agreement shall be enforceable by the named individual Plaintiffs and that Defendants shall not object to standing, and that Defendants further will not object to the substitution of individual plaintiffs for the presently-named individual Plaintiffs during the time set forth below for the continuing jurisdiction of the Court.

III. DEFINITIONS

1. A “stop” is defined as a police encounter with a civilian in which, taking into account all of the circumstances surrounding the encounter, the police conduct would have communicated to a reasonable person that he or she was not at liberty to ignore the police presence and go about his or her business. *See McGann v. Ne. Ill. Reg’l Commuter R.R. Corp.*, 8 F.3d 1174, 1184–85 (7th Cir. 1993).

2. For purposes of this Agreement, a “traffic stop” is defined as a stop of a driver or passenger in a vehicle that results in a warning, citation, summons, or arrest for a traffic or vehicle equipment offense.

3. For purposes of this Agreement, a “field interview” is defined as any stop of a person by an MPD member, other than a traffic stop, in which a member obtains a person’s name or identification, and questions that person about that person’s actions or behavior. MPD documents may interchangeably refer to a “field interview,” “*Terry* stop,” or “subject stop.” Solely the term “field interview” will be used in this Agreement.

a. A “vehicle field interview” is a field interview of a driver or passenger in a vehicle.

b. A “pedestrian field interview” is a field interview of a

person who is not a driver or passenger in a vehicle, including but not limited to, people walking or otherwise moving on foot, cyclists, and people moving in assistive devices, such as wheelchairs.

4. For purposes of this Agreement, a “no-action encounter” is defined as any situation in which an MPD member briefly questions a person about that person, or that persons’ own actions or behavior, but does not obtain the person’s name. A no-action encounter may include, but is not limited to, a situation in which an officer initially believed that there was reasonable suspicion or probable cause but quickly determined that there was not, and did not obtain that person’s name. “No-action encounters” include situations in which the person is a driver or passenger in a vehicle, a cyclist, or is walking or otherwise moving on foot or moving in assistive devices, such as wheelchairs. A “no-action encounter” shall not be considered a “traffic stop” or “field interview,” but shall be documented in the Computer Aided Dispatch (“CAD”) system in accordance with section IV.A. of this Agreement.

5. A “frisk” is defined as a protective pat down to find weapons that a police officer reasonably believes or suspects are in the possession of the person who has been subjected to a stop. *See Adams v. Williams*, 407 U.S. 143, 146 (1972) (citing *Terry v. Ohio*, 392 U.S. 1, 24 (1968)). For purposes of this Agreement, any police encounter with a member of the public involving a “frisk” shall be documented pursuant to the procedures detailed in paragraph IV.A.2 for the documentation of “traffic stops” or “field interviews” as appropriate based on the circumstances of the frisk.

6. A “search” is defined as the examination of a person’s body, property, or other area that the person would reasonably be expected to

consider as private by a police officer for the purpose of finding evidence of a crime. For purposes of this Agreement, any police encounter with a member of the public involving a “search” shall be documented pursuant to the procedures detailed in paragraph IV.A.2 for the documentation of “traffic stops” or “field interviews” as appropriate based on the circumstances of the search.

7. For the purposes of this Agreement, the “Consultant” shall be Crime and Justice Institute and shall implement the roles and responsibilities of the Consultant as set forth in this Agreement.

IV. POLICIES

1. Defendants shall ensure that all MPD traffic stops, field interviews, no-action encounters, and frisks are conducted in accordance with the rights protected by the Constitution and laws of the United States and are carried out with fairness and respect.

2. Defendants shall require that all MPD traffic stops, field interviews, and no-action encounters are supported by individualized, objective, and articulable reasonable suspicion of unlawful conduct. Reasonable suspicion is evaluated “based on the totality of the circumstances known to the officer at the time the stop is made.” *United States v. Uribe*, 709 F.3d 646, 650 (7th Cir. 2013). Consequently, there may be instances in which an officer has individualized, objective, and articulable reasonable suspicion when initiating the encounter, but subsequent developments establish that the subject of the encounter is not or has not engaged in criminal activity or a traffic or vehicle equipment offense.

3. Defendants shall require that all MPD frisks are supported by individualized, objective, and articulable reasonable suspicion that an

individual is armed and poses a present danger to the officer or a member of the public.

4. Defendants shall prohibit MPD officers from relying to any degree on an individual's race, ethnicity, national origin, religion, gender, age, gender identity or expression, sexual orientation, immigration status, limited English proficiency, disability, or housing status to establish reasonable suspicion or probable cause, in the absence of a specific suspect description.

5. Subsequent to events complained of in this lawsuit, Defendants have announced generally to the members of the police department that there are no formal or informal quotas, or other numerical benchmarks, for traffic stops, field interviews, frisks, searches or arrests. In addition to maintaining their written policies continuing to prohibit quotas and other numerical benchmarks, Defendants will repeat this policy during all MPD training programs concerning traffic stops, field interviews, no-action encounters, frisks, searches, and/or arrests, including, but not limited to, training for new police officers and re-training for officers identified through supervisory review, the complaint process, and/or EIP to have conducted unlawful traffic stops, field interviews, no-action encounters, frisks, searches, and/or arrests.

6. The number of traffic stops, field interviews, no-action encounters, frisks and/or searches by any officer, squad, District, or other subunit of MPD, shall not be used as a performance indicator or in any other way to evaluate performance.

7. Subject to the required process for proposal of amendments to MPD Standard Operating Procedures ("SOPs") and FPC approval, Defendants shall revise MPD policies and guidelines to make clear that

officers shall not rely solely on generalized categories to determine individualized, objective and articulable reasonable suspicion or probable cause, including solely the: (1) “appearance or demeanor” of a person, (2) the “hour of the day or night,” or (3) the alleged “inappropriate presence” of a person “in a neighborhood.” These categories can be used in combination with other legally appropriate factors not articulated in this agreement to determine reasonable suspicion or probable cause.

8. Defendants shall maintain the MPD policies which already make clear that the principles and constitutional standards set forth in paragraphs IV.1–7 apply to all traffic stops, field interviews, no action encounters, frisks, and searches conducted by MPD personnel, regardless of the tactical or strategic policing strategy being implemented. The Parties agree that these principles and standards apply in situations including, but not limited to, an MPD officer who conducts a pretextual stop; engages in a directed or saturation patrol; participates in Data-Driven Approaches to Crime and Traffic Safety; serves as a member of the Neighborhood Task Force; polices in any so-called “high-crime area,” “hotspot,” or “flare spot”; identifies an alleged “commonly stolen vehicle”; engages in any “broken windows” or similar policing strategy; and/or enforces low-level offenses, including, but not limited to, enforcement related to parking and equipment violations and municipal ordinance violations.

9. Defendants shall revise their policies and practices concerning directed and saturation patrols, including SOP 300–Directed Patrol Mission, to provide proper guidance to officers about the specific actions officers are expected to take in a directed or saturation patrol in order to achieve patrol objectives, and to clearly prohibit traffic stops, field interviews, no-action encounters, and frisks that are unsupported by the

requisite reasonable suspicion or are based on race, ethnicity, national origin, or another prohibited characteristic identified in paragraph IV.4.

10. To effectuate the principles and constitutional standards addressed in paragraphs IV.1–8, Defendants shall prepare the proposed revised policies detailed in this paragraph through procedures that conform with the requirements of Wisconsin State law, and shall ensure that these proposed revised policies are ready for submission to the FPC for final approval within ninety (90) days of entry into this Agreement. Defendant Morales, with the City Attorney as appropriate, shall recommend that the FPC enact the proposed revised policies discussed herein. If the FPC does not enact any of the proposed revised policies prepared pursuant to this paragraph, the Parties and the Executive Director of the FPC shall meet and confer with each other to prepare another revision to the proposed revised policies for submission to the FPC for enactment.

- a. Defendants agree to amend MPD SOP 001 – Fair and Impartial Policing, as shown in the redlined document attached to this Agreement as Appendix A.
- b. Defendants also agree to work with Plaintiffs to amend the following MPD SOPs within sixty (60) days of entering into this Agreement to reflect provisions of this Agreement that pertain to policies, procedures, guidelines, and standards addressed in these specific SOPs. Should the Parties be unable to reach agreement, they agree to submit their proposed changes to Judge Lynn Adelman for his recommendation. Any of the following are subject to the process prescribed by Wis.

Stats. § 62.50(3) for FPC approval in accord with its rules:

- i. SOP 085–Citizen Contacts, Field Interviews, Search and Seizure;
- ii. SOP 300–Directed Patrol Missions / Saturation Patrols;
- iii. SOP 440–Early Intervention Program;
- iv. SOP 450–Personnel Investigations;
- v. SOP 730–Mobile Digital Video / Audio Recording Equipment;
- vi. SOP 747–Body Worn Camera; and
- vii. SOP 990–Inspections.

11. To effectuate the principles and constitutional standards addressed in paragraphs IV. 1–8, Defendants agree to formally withdraw the following MPD policy document: Memorandum No. 2009-28, “Traffic Enforcement Policy,” Mar. 3, 2009. *See* Appendix B.

12. All MPD non-supervisory officers assigned to the patrol bureau and engaged in patrol operations who conduct traffic stops, field interviews, no-action encounters, frisks, and searches shall wear body-worn cameras.

13. MPD shall require that all patrol officers activate both body-worn cameras and mobile digital video recording devices at the initiation of any traffic stop, field interview, no-action encounter, frisk, or search, and shall not deactivate the cameras until the encounter has concluded, with specific exceptions to protect privacy rights as set forth in amended SOP 730–Mobile Digital Video Audio Recording Equipment, and amended SOP 747–Body Worn Camera. When a non-supervisory officer is transferred to

a patrol assignment, MPD shall ensure that the member is provided with equipment necessary to comply with this paragraph within three (3) weeks.

14. Defendants shall recruit, hire, and promote a diverse corps of police officers at all levels of the chain of command to reflect the diversity of Milwaukee communities. FPC will update the promotional testing procedures for positions subject to such testing to include questions and activities testing a candidate's ability to lead and direct community policing efforts.

A. Data Collection and Publication

1. Defendants shall ensure that every traffic stop, field interview, no-action encounter, frisk, and search conducted by any member of the Milwaukee Police Department is documented in an electronic, digitized record regardless of the outcome of the encounter (*e.g.*, citation, arrest, warning, or no action at all).

2. The electronic records concerning each traffic stop, field interview, no-action encounter, frisk, and search shall be documented in one of the following systems: the Traffic and Criminal Software ("TraCS"); the Records Management System ("RMS"); or the Computer Aided Dispatch ("CAD") system. Defendants shall promulgate clear guidelines delineating the type(s) of encounter(s) (*e.g.*, traffic stop leading to a traffic citation, traffic stop leading to no action, field interview leading to a warning) documented in each electronic database. Defendants shall ensure that:

- a. all traffic stops are documented in TraCS;
- b. all field interviews are documented in RMS;
- c. all no-action encounters are documented in CAD; and

- d. all frisks and searches are documented in either TraCS or RMS as appropriate, based on the whether the circumstances of the frisk or search are appropriately characterized as a traffic stop or field interview.

Defendants shall make clear when duplicate records exist within or between TraCS, RMS, and CAD.

3. Whether stored in TraCS, RMS, or CAD the electronic, digitized record for each traffic stop, field interview, and no-action encounter shall include all of the following information:

- a. demographic information about the subject, including:
 - (i) age; (ii) gender; and (iii) race and ethnicity selected from one or more categories in the following list: American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander, and/or White;
- i. in RMS, TraCS, and CAD, compliance will require maintenance or creation of "hard fields" that will contain the demographic information identified above, with the sole exception that officers are not required to document the age of the subject in no-action encounters recorded in CAD;
- b. the location of the stop, including the address and police district;
- c. the date of the encounter;
- d. the start time of the encounter;
- e. a written narrative explaining the legal basis for the stop, as follows:

- i. in RMS: textual entry into a narrative field;
 - ii. in TraCS: textual entry into a narrative field;
 - iii. in CAD: transcription of officer's communication with dispatch concerning basis for the traffic stop into a narrative field;
- f. whether a frisk (*i.e.*, protective pat down) was conducted and a written narrative of the legal basis therefor;
- g. whether a search beyond any frisk was conducted of the person or his or her effects, and if so, a written narrative explaining the legal basis therefor;
- h. whether any contraband, including weapons, was found during any frisk and/or search and if so, the type of contraband seized, which shall be designated as follows:
 - i. in RMS: selection of one or more of the following options from a drop-down menu: "firearm weapon," "non-firearm weapon," "drugs," "stolen property," "other," and "none"; and
 - ii. in TraCS: selection of one or more of the following options from the existing-drop-down menu: "illicit drug(s)/paraphernalia," "intoxicant(s)," "weapon(s)"; "evidence of a crime," "stolen goods," "excessive cash," "other," "none."
- i. whether the encounter resulted in a use of force, and if so, the type/level of force used and the stated justification for why the officer used force, with the

information captured in a Use of Force Report in the Administrative Investigative Management System ("AIM") referencing the same CAD number as the corresponding record in RMS (field interviews), TraCS (traffic stops), or CAD (no-action encounters);

- j. whether the encounter resulted in no law enforcement action, a warning, citation, summons, or arrest, and if so, the violations, offenses, or crimes alleged or charged with the information captured as follows:
 - i. in RMS, in a drop-down menu permitting selection of one of the following options: "no law enforcement action," "citation," "warning," "summons," "arrest," and "none", and with a description of the violations, offenses, or crimes alleged or charged in a narrative field;
 - ii. in TraCS, through documentation of traffic stops leading to traffic citation, non-traffic citation, or warning in the applicable TraCS module, with a description of the violations, offenses, or crimes alleged or charged in a narrative field;
 - iii. in CAD, the C-code outcome for "no action" shall be documented in a field designated for the inclusion of such information for no-action encounters.
- k. any relevant suspect description received by police prior to the encounter for any field interview documented in RMS only; and
- l. the names and identifying numbers of all officers

actively involved on the scene during the encounter.

Defendants shall ensure that each traffic stop, field interview, and no-action encounter documented pursuant to this paragraph—whether in RMS, TraCS, or CAD—is assigned a unique stop identification number.

4. A system will be created, if none currently exists, to ensure that all of the required information detailed in paragraph IV.A.3 is properly inputted into RMS, TraCS, and CAD.

- a. For example, the user interface of RMS may be set up to require the entry of information detailed in subparagraphs IV.A.3(a), (c), (e), (f), (g), (h), (i), and (j) into the electronic, digitized record in order for a traffic stop, field interview, or no-action encounter (and any frisks or searches conducted during the course of the encounter) to be documented in the system. If a user fails to submit a piece of required information (*e.g.*, race of the traffic stop subject), the user interfaces of RMS shall prohibit submission of the record.
- b. Alternatively, a separate script may be run on records submitted to the back end of each system every day in order to identify incomplete records and email officers and their supervisors to resubmit the forms when they are incomplete.

5. There shall be a unique identifier (*i.e.*, primary key) that bridges TraCS, RMS, and CAD in order to permit analysis of all traffic stops, field interviews, no-action encounters, frisks, and searches of a specific individual regardless of the database in which the information is stored. For example, the unique identifier may consist of a name and date of birth.

Plaintiffs offer the assistance of data scientist Kathy Qian at no cost to Defendants to assist in the configuration of TraCS, RMS, and CAD so that a unique identifier is assigned to each subject of a traffic stop, field interview, no-action encounter, frisk, and search documented in each data system (TraCS, RMS, and CAD).

6. There shall be an identifier that permits direct correlation between every traffic stop, field interview, no-action encounter, frisk, and search recorded in TraCS, RMS, and CAD and any video associated with the encounter, whether captured through police-vehicle video camera footage and/or officer body-worn camera footage. This data field may consist of a unique encounter identification number, for example, created through the date and time of the encounter.

7. The MPD database(s) of video footage from police-vehicle cameras and body-worn cameras shall be searchable by CAD number with video to be produced one incident at a time, with such searches available for both types of video within one year from the date of this Agreement. Video footage concerning traffic stops, field interviews, no-action encounters, frisks, and searches shall be easily and quickly made available to the Consultant upon request, and no later than seven (7) calendar days from the date of the request.

8. Defendants shall require that any MPD officer who conducts a traffic stop, field interview, no-action encounter, frisk, or search complete and file a report or the information, including at least all of the information identified in paragraph IV.A.3, prior to the end of his or her tour of duty. If extenuating circumstances make that impossible, the report or information must be completed prior to end of the next tour of duty. Defendants shall require that, if multiple officers are involved in conducting a traffic stop,

field interview, no-action encounter, frisk or search, at least one officer shall complete said report.

9. Defendants shall prohibit MPD from collecting, storing, disseminating, and/or publishing personally identifiable information about an individual who has been subjected to a traffic stop, field interview, no-action encounter, frisk, and/or search in any criminal intelligence database (with the exception of TraCS and RMS) if that individual is released without further legal action, unless MPD documents specific facts supporting individualized, objective, and articulable reasonable suspicion that the individual is involved in criminal conduct or activity and the information is relevant to that criminal conduct or activity. *See* 28 C.F.R. §§ 23.3, 23.20. Defendants will not destroy properly documented records in TraCS and RMS.

10. Defendants shall ensure that MPD provides, on a quarterly basis, the electronic, digitized data on all traffic stops, field interviews, no-action encounters, frisks, and searches described in paragraph IV.A.3, with the exception of any personally identifiable information, to the FPC, Plaintiffs' counsel, and the Consultant. Defendants shall also provide explicit identification of primary keys, foreign keys, constraints, and indices in order to identify how the TraCS, RMS, and CAD datasets or tables link together and what types of duplicates can be expected. To the extent that any unique identifier (*i.e.*, primary key) includes personally identifiable information, that unique key shall be transformed so that it is not readily readable.

11. Defendants shall ensure that MPD provides to the FPC, Plaintiffs' counsel, and the Consultant the manuals for police officer and supervisor use of TraCS, RMS, and CAD including examples aimed at

clarifying the procedure for inputting into each system all of the information identified in paragraph IV.A.3 about traffic stops, field interviews, no-action encounters, frisks, and searches recorded in the system.

12. Defendants shall ensure that MPD provides to the FPC, Plaintiffs' counsel, and the Consultant the codebooks and data dictionaries for users of TraCS, RMS, and CAD that clearly define every variable captured in records of traffic stops, field interviews, no-action encounters, frisks, and searches, as well as all values that each variable can be assigned.

13. Defendants shall ensure that the FPC will publish on its website, on an annual basis, the electronic, digitized data on all traffic stops, field interviews, no-action encounters, frisks, and searches described in paragraphs IV.A.1–3, with the exception of any personally identifiable information. The FPC will also post on its website any and all reports published by the Consultant pursuant to the Agreement.

B. Training

1. Defendants shall review and revise if necessary training materials for officers and supervisors on the policies, procedures, and constitutional requirements for conducting a traffic stop, field interview, no-action encounter, frisk, and search, and the ways that race, ethnicity, national origin, and other characteristics identified in revised SOP 001 can and cannot properly be used. *See* Appendix A. All training sessions for MPD officers and supervisors on these standards shall be taught by an instructor qualified under Wisconsin law in the following specified areas:

- a. Defendants shall adopt procedures to ensure that all officers are able to articulate, verbally and in writing, the constitutional standards for individualized,

objective, and articulable reasonable suspicion and probable cause in conducting a traffic stop, field interview, no-action encounter, frisk, and search, and will provide appropriate remedial training where any officer is unable to do so. MPD will develop a training bulletin for all MPD officers reinforcing the requirements for a traffic stop, field interview, no-action encounter, and frisk, including with respect to establishing reasonable suspicion for the stop, field interview, or any frisk, which shall be reinforced through roll call training conducted by supervisors.

- b. Defendants shall continue the training begun in 2013 in fair and impartial policing through a program developed by Lorie Fridell, Ph.D and A. T. Laszlo. Plaintiffs shall review the substance of this training program within six (6) months of the execution of this Agreement and shall suggest revisions or additions to this training program. Said suggestions are to be incorporated into the training program only upon the approval of the aforementioned program developers, or by similarly-qualified individuals retained for that purpose by MPD. Similarly qualified individuals will include certified MPD trainers trained by Fridell or Laszlo. Similarly qualified individuals will also include trainers trained by Fridell or Laszlo, retained by MPD.

- c. Defendants and/or the trainers shall include testing or other mechanisms to ensure the content of the training is learned by participating MPD staff.
 - d. MPD will require and train supervisors to ensure accuracy of traffic stop, field interview, no-action encounter, frisk, and search records documented pursuant to this Agreement, and to regularly review and analyze such records for patterns of individual officer, unit, and squad conduct to identify at an early stage trends and potential bias-based behaviors, including but not limited to racial and ethnic profiling and racial and ethnic disparities in the rates of traffic stops, field interviews, no-action encounters, and frisks made without sufficient legal justification. Supervisors will be provided training developed by Lorie Fridell, Ph.D and A. T. Laszlo on identifying trends and patterns that give rise to potentially biased practices regarding traffic stops, field interviews, no-action encounters, frisks, and searches of people and vehicles. Such training will be delivered by qualified individuals, who may include certified MPD trainers trained by Fridell or Laszlo, or by other certified trainers trained by Fridell or Laszlo and retained by MPD. Such training will be consistent with the aforementioned training on fair and impartial policing.
2. Within twelve (12) months of the execution of this Agreement, and on an annual basis thereafter, MPD shall provide training for all MPD

staff who conduct, supervise, document in TraCS, RMS, or CAD, and/or audit traffic stops, field interviews, no-action encounters, frisks, and searches. If Defendants show good cause for the need for an additional six (6) months to complete this training, Plaintiffs will not unreasonably withhold agreement to such an extension. The topics of such annual training should include, but not be limited to:

- a. the MPD databases (TraCS, RMS, and CAD) containing the information identified in paragraph IV.A.3 on all traffic stops, field interviews, no-action encounters, frisks, and searches;
- b. what information about each traffic stop, field interview, no-action encounter, as well as frisks and searches conducted in the course of those encounters, must be documented in TraCS, RMS, and/or CAD;
- c. documentation and reporting responsibilities of officers who conduct traffic stops, field interviews, no-action encounters, frisks, and searches; and
- d. how to retrieve data on traffic stops, field interviews, no-action encounters, frisks, and searches from TraCS, RMS, and CAD in order to review encounter reports for evidence of compliance with constitutional standards, this Agreement, and MPD policies concerning the conduct of traffic stops, field interviews, no-action encounters, frisks, and searches.

3. All training materials developed and/or approved by Defendants to comply with paragraphs IV.B.1 and IV.B.2 of this Agreement

shall be provided to Plaintiffs within six (6) months of the execution of this Agreement for review.

4. Plaintiffs shall:
 - a. review all training materials developed and/or approved by Defendants to comply with paragraphs IV.B.1 and IV.B.2, and recommend any revisions necessary to make such training more effective; and
 - b. observe training sessions identified in paragraph IV.B.2 to ensure that the training complies with the requirements of this Agreement and promotes the goals of lawful traffic stops, field interviews, no-action encounters, frisks, and searches. Defendants shall provide the training calendar to Plaintiffs as soon as it is available. Plaintiffs will make every effort to attend in-service training sessions within the first two (2) weeks and will do so no later than the first month that such training is provided. Two observers on behalf of Plaintiffs shall be allowed to observe any training related to this Agreement. In the event that an observer witnesses and documents training that is not consistent with the requirements of this Agreement, Plaintiffs are to bring any such deficiency to the prompt attention of Defendants. Defendants shall then be allowed to correct the erroneous training within three (3) months. In the event that the Defendants fail to do this, Plaintiffs may seek a remedial order from the Court and the Defendants shall be liable for all

reasonable fees and expenses connected to any such motion.

5. MPD shall have state-certified instructors, certified in the pertinent areas and employed at the MPD Academy, provide the training and re-training of officers and supervisors on the conduct, documentation, and supervision of traffic stops, field interviews, no-action encounters, frisks, and searches.

C. Supervision

1. Within six (6) months of the execution of this Agreement, MPD shall establish and enforce policies requiring continuous supervision of officers who conduct traffic stops, field interviews, no-action encounters, frisks, and searches by appropriate, specified officers within the MPD. Defendants shall provide for supervision in the following manner and within the following timeframes:

- a. All reports of arrests, which are documented in the RMS system, will be reviewed and approved by a supervisor within the time period prescribed by SOP 263–Records Management. The supervisor will review the reports for various matters, including the lawful basis for any traffic stop or field interview that led to the arrest, and the lawful basis for any frisk or search conducted during the encounter.
- b. Within twelve (12) months of the date of this Agreement, MPD will achieve a practice of supervisory review, correction, and approval of 50% of all documentation of field interviews in RMS consistent with the timeframes set forth in SOP 085.20.

Supervisors shall review for completeness, and shall review the stated basis for the field interview and any frisk and/or search conducted in the course of the field interview. Prior to approving reports for submission to RMS, supervisors shall ensure that officers provide any missing information to ensure all information required by paragraph IV.A.3 is documented.

- c. Within twelve (12) months of the date of this Agreement, MPD will achieve supervisory review, correction, and approval of every warning and citation issued by MPD officers in the course of a traffic stop or field interview, as recorded in TraCS within seven (7) days, consistent with the timeframe set forth in SOP 070. Supervisors shall review for completeness, and shall review the stated basis for the traffic stop, field interview, and any frisk and/or search conducted in the course of the traffic stop or field interview. Prior to approving reports for submission to TraCS, supervisors shall ensure that officers provide any missing information to ensure all information required by paragraph IV.A.3 is documented.
- d. Within twelve (12) months of the date of this Agreement, MPD shall achieve supervisory review, correction, and approval of every no-action encounter documented in CAD within fourteen (14) days. Supervisors shall review for completeness and shall review the stated basis for the no-action encounter.

Prior to approving reports as complete, supervisors shall ensure that officers provide any missing information to ensure all information required by paragraph IV.A.3 is documented.

Defendants shall require MPD supervisors to use the aforementioned data to identify and document any non-compliance by subordinate officers with constitutional standards and policy guidelines concerning the conduct and documentation of traffic stops, field interviews, no-action encounters, frisks, and searches, including SOP 085, SOP 070, SOP 001, SOP 300, and this Agreement.

2. Defendants shall require MPD supervisors to counsel, train, or to refer for re-training, any officer who is found through supervisory review to have engaged in an unreasonable, race-or ethnicity-based, unreported, or insufficiently documented traffic stop, field interview, no-action encounter, frisk, or search. Retraining, when appropriate, will be performed in accordance with SOP 082–Training and Career Development.

3. Defendants shall require MPD command staff to counsel, train, or to refer for re-training, any supervisor (*e.g.*, sergeant or lieutenant) who is found through supervisory review to have failed to properly review and correct patrol officers who conduct an unreasonable, race- or ethnicity-based, unreported, or insufficiently documented traffic stop, field interview, no-action encounter, frisk, or search, or to properly refer such officers to counseling, training, or re-training. Appropriately qualified trainers from the Police Academy shall provide such re-training to the officer within thirty (30) days of such a finding. Every six (6) months, Internal Affairs will prepare a report for command staff of allegations of policy violations described above and any corrective actions taken.

4. MPD will update the performance review process to ensure that it includes matters relating to compliance with legal requirements concerning traffic stops, field interviews, no-action encounters, frisks, and searches.

5. Defendants shall continue the changes to the purpose and content of command staff meetings, including discussion and evaluation of community policing measures.

6. MPD shall complete a twice per year community policing status report and forward that report to the FPC.

D. Procedures for Complaints from Members of the Public and Internally Generated Complaints Concerning MPD Conduct

1. Defendants shall amend SOP 450 on Personnel Investigations in order to improve procedures for initiating and investigating complaints from members of the public and internally generated complaints about MPD conduct, including traffic stops, field interviews, no-action encounters, frisks, and searches, and to foster transparency concerning the subject matter of complaints, the process for investigating complaints, and the resolution of complaints. Pursuant to these amendments:

- a. Defendants shall make complaint forms for members of the public and instructions describing the separate processes for filing complaints with the MPD and FPC available in English, Spanish, Hmong, and other languages as the Parties may determine appropriate;
- b. Defendants shall continue to ensure that complaint forms for members of the public and instructions are available for download from the MPD and FPC

- websites and are available, at a minimum, at all Milwaukee public libraries and police district stations;
- c. Defendants shall accept all complaints received from members of the public, whether submitted in person, by phone, by mail, or via email, or by any other means, and will work to develop online submission via the MPD and/or FPC websites to further facilitate the complaint process;
 - d. Defendants shall ensure that supervisors are trained on their responsibilities under the new policy requiring acceptance of all complaints from members of the public. Defendants shall ensure that all MPD and FPC staff who accept complaints are trained not to, and in practice do not, discourage the filing of any complaint from a member of the public;
 - e. Defendants shall not require that complaints from members of the public be notarized, but may require verification of identity at some appropriate time in the complaint proceedings, subsequent to an initial review of the complaint, to ensure that a complaint is not being filed simply for harassment or other similarly inappropriate reasons;
 - f. Defendants shall maintain MPD's practice of requiring a supervisor to contact the complainant pursuant to SOP 450.35(A)(1) and (2);
 - g. Defendants shall ensure that any Personnel Investigation stemming from a civilian complaint shall

involve an interview of the complainant and that the interview will take place at a location other than police headquarters, provided that the complainant can be located with reasonable efforts and, with respect to the location, except as to any complainant who is in custody of law enforcement authorities at the time of taking any such interview. If a person wishes or voluntarily agrees to be interviewed at a police facility, the interview may take place there.

- h. MPD shall: (1) develop a protocol specifying an appropriate time frame for investigations of complaints by members of the public to be completed, and hold investigators and supervisors accountable for that time frame; (2) require supervisory review and approval for investigations open beyond ninety (90) days and every thirty (30) days thereafter; (3) develop specific guidelines and a checklist of requirements, including requirements for case file contents and the components of the investigative process; and (4) ensure that all plausible complaints are investigated;
- i. Defendants shall ensure that MPD Internal Affairs investigators undergo training that addresses, and attempts to eliminate, biases in favor of police officers and against civilian complainants that arise in the course of complaint investigations; and
- j. Defendants shall prohibit investigators from conducting investigations in a manner that may reflect

biases against complainants, including asking hostile questions to complainants; applying moral judgments related to the dress, grooming, income, life-style, or known or perceived criminal history of complainants; giving testimony by officers greater weight than testimony by complainants; providing summary reports that disadvantage complainants and are unrelated to facts developed in the investigation; issuing complaint dispositions that are not justified by the facts developed in the investigation; recommending inconsistent discipline for officer misconduct.

2. MPD Internal Affairs investigators shall receive special training conducted within one (1) year from the execution of this Agreement in the investigation of complaints by members of the public, including training on the amendments to SOP 450 required by this Agreement. The training shall be conducted by a supervisor of Internal Affairs with expertise in complaint investigation and shall be consistent with those provisions of this Agreement that relate to this subject.

3. Defendants shall ensure that the MPD Internal Affairs Division:

- a. Receives all complaints from members of the public for review and determination for appropriate assignment; and
- b. Reviews every internally generated complaint about MPD conduct.

4. Defendants shall ensure that the MPD:
 - a. Maintains and enforces its policies requiring that an MPD supervisor or a member of the MPD Internal Affairs Division reviews and investigates every plausible complaint;
 - b. Continues to maintain a database that includes all civilian and internally-generated complaints concerning MPD conduct received by the MPD, which includes for each complaint: the complainant's name, address, and other contact information; the complainant's race and ethnicity; the date, time, and location of the incident; the name of the officer who is the subject of the complaint; and the nature of the complaint, including whether it concerns a traffic stop, field interview, no-action encounter, frisk, and/or search, and/or an allegation of racial or ethnic profiling;
 - c. Maintains a list of the number and outcome of complaints received against each officer, regardless of the outcome of the complaint (which should be readily accessible through the AIM system);
 - d. Maintains the practice of the Early Intervention Program providing notice to captains of an individual officer receiving three or more complaints within a ninety (90)-day period, and also provides notice to captains of any individual officer receiving three (3) or more complaints over a rolling one (1) year period; and

- e. Ensures that complaint data are tabulated by citywide, district, unit, and peer groupings to help supervisors understand overall employee performance and the specific factors at issue within their district to allow for active and engaged supervision.
5. Defendants shall ensure that the FPC:
 - a. Maintains the FPC practice of investigating all plausible complaints from members of the public submitted to it;
 - b. Reviews every internally generated complaint about MPD conduct;
 - c. Creates and maintains a database of complaints from members of the public and internally-generated complaints about MPD conduct received by the FPC, which includes for each complaint: the complainant's name, address and other contact information; the complainant's race and ethnicity; the date, time, and location of the incident; the name of the officer who is the subject of the complaint; and the nature of the complaint, including whether it concerns a traffic stop, field interview, no-action encounter, frisk, and/or search, and/or an allegation of racial or ethnic profiling;
 - d. Maintains a list of the number of complaints received against each officer, regardless of the outcome of the complaint; and

- e. Provides to the Chief for further action, as discussed in this Agreement, the name of any officer receiving more than the same number of complaints within the same timeframe as set out in the Early Intervention Program, as discussed in paragraph IV.D.4.d.

E. Audits

1. Defendant FPC shall audit data, dashboard camera footage, and body camera footage on traffic stops, field interviews, no-action encounters, frisks, and searches, every six (6) months to identify:
 - a. Officers who fail to conduct these encounters in compliance with constitutional standards and principles set forth in this Agreement;
 - b. Officers who fail to properly document these encounters in accordance with the terms of this Agreement;
 - c. Supervisors who fail to properly review subordinate officers' reports to identify officers who fail to conduct traffic stops, field interviews, no-action encounters, frisks, and/or searches in compliance with constitutional standards and this Agreement, or to ensure that the encounters are properly documented in compliance with the terms of this Agreement; and
 - d. Supervisors who fail to require re-training and/or discipline for subordinate officers who conduct unreasonable, unreported, or insufficiently documented encounters.

2. In order to ensure that complaints from members of the public are appropriately investigated, the FPC, including through the work of any retained consultants, shall conduct an audit every six (6) months of: (a) complaints submitted by members of the public to the MPD, and (b) complaints from members of the public to the FPC.

3. Defendant FPC shall be permitted to spend funds appropriated by Defendant Milwaukee to hire additional staff and/or employ experts or consultants to conduct the audits described in paragraphs IV.E.1 and 2. The Consultant also shall review such audits for accuracy and, if the Consultant concludes that the audits are incomplete or inaccurate, conduct its own audits of these matters. In addition, the Consultant shall provide training and technical assistance to Defendant FPC to develop the FPC's capacity to conduct such reviews and audits itself, in order to be able to fully and appropriately exercise its oversight obligations.

4. Defendant FPC shall use audits to, *inter alia*, identify officers who need additional training on traffic stop, field interview, no-action encounter, frisk, and search policies and/or discipline for the conduct of unreasonable, unreported, or insufficiently documented encounters. Defendants shall ensure that data and findings from the FPC audits described in paragraphs IV.E.1. and IV.E.2 shall be incorporated into the MPD's AIM System, which is a database software program used to identify MPD member performance for the purpose of evaluation.

5. Defendant FPC shall publish on its website, on a quarterly basis, data on civilian complaints received, under investigation, or resolved during the previous quarter, including the number of complaints from members of the public broken down by number relating to traffic stops,

field interviews, no-action encounters, frisks, and searches without legal justification and traffic stops, field interviews, no-action encounters, frisks, and searches based on race or ethnicity and whether the complaints remain open or have been closed.

6. Defendants shall ensure that the appropriate division within MPD audits data, dashboard camera footage, and body camera footage on traffic stops, field interviews, no-action encounters, frisks, and searches every six (6) months to identify:

- a. Officers who fail to conduct these activities in compliance with constitutional standards and principles set forth in this Agreement;
- b. Officers who fail to properly document these encounters in accordance with the terms of this Agreement;
- c. Supervisors who fail to properly review subordinate officers' reports to identify officers who fail to conduct traffic stops, field interviews, no-action encounters, frisks, and searches in compliance with constitutional standards and this Agreement, or to ensure that the encounters are properly documented in compliance with the terms of this Agreement; and
- d. Supervisors who fail to require re-training and/or discipline for subordinate officers who conduct unreasonable, unreported, or insufficiently documented encounters.

7. Defendants shall ensure that the MPD Internal Affairs Division uses audits to, *inter alia*, identify officers who need additional

training on traffic stop, field interview, no-action encounter, frisk, and search policies and/or discipline for the conduct of unreasonable, unreported, or insufficiently documented encounters. Defendants shall ensure that data and findings from the audits described in paragraphs IV.E.6 and IV.E.7 shall be incorporated into the MPD's Early Intervention Program.

F. Counseling, Re-training, and Discipline

1. MPD will develop and maintain a system of benchmarks and alert notification triggers for any employee involved in three (3) incidents of traffic stops, field interviews, no-action encounters, frisks, and searches that are insufficiently documented, legally unsupported, or based on racial or ethnic profiling over a rolling one (1)-year period.

2. Defendants understand that racial and ethnic profiling, and unlawful and inadequately-documented traffic stops, field interviews, no-action encounters, and frisks are a serious violation of the MPD rules and may subject the offending officer to progressive discipline, including counseling, retraining, suspension, or discharge as appropriate and consistent with the criteria of Wis. Stat. § 62.50.

3. Defendants shall ensure that discipline must occur when there is a sustained allegation that any MPD officer has conducted a traffic stop, field interview, no-action encounter, or frisk that lacks the requisite reasonable suspicion and/or is the result of racial or ethnic profiling, or has failed to report or insufficiently document a traffic stop, field interview, no-action encounter or frisk, with such disciplinary measures progressing in severity as the number of such sustained violations increases. Nothing in this Agreement precludes imposition of greater or additional discipline when the Chief determines such discipline is appropriate.

4. Defendants shall amend SOP 450 to confirm that the matters described in paragraph IV.F.3 above are serious violations and to provide that any traffic stop, field interview, no-action encounter, and/or frisk conducted without the requisite legal basis or demonstrating an indication of racial or ethnic profiling shall be dealt with in a manner that is consistent with the criteria of Wis. Stat. § 62.50 and paragraph IV.F.3 above.

5. MPD shall maintain those pertinent SOPs that require officers to adhere to the laws of the United States, the State of Wisconsin, and the City of Milwaukee. MPD shall through training make clear to its officers that among these responsibilities are the responsibilities to conduct traffic stops, field interviews, no-action encounters, frisks and searches in a lawful manner and that an officer who fails to do so may be subject to appropriate measures, including counseling, additional training, discipline or discharge.

6. An MPD supervisor who fails to properly supervise a subordinate officer to ensure that traffic stops, field interviews, no-action encounters, frisks, and searches comply with constitutional standards, are properly reported, and are sufficiently documented, including through the review of the subordinate officer's electronic reports concerning these encounters, may be subject to a Personnel Investigation and any resulting counseling, retraining, and/or discipline, including the possibility of termination.

7. Defendants shall require MPD supervisors to refer for investigation any officer identified through supervisory review to have engaged in four (4) or more traffic stops, field interviews, no-action encounters, frisks, or searches that are unsupported by the requisite reasonable suspicion or probable cause, are not properly reported, or are

insufficiently documented in a three (3)-year period. Such investigation shall be conducted by the MPD Internal Affairs Division, or by the commanding officer of the district, under the supervision of the MPD Internal Affairs Division.

8. MPD shall maintain and enforce its Code of Conduct which provides that officers can face discipline for failing to familiarize themselves with department policies and also provides for progressive discipline; such enforcement will specifically include instances where an officer has been found to have engaged in unlawful traffic stops, field interviews, no-action encounters, frisks and/or searches; instances in which an officer has failed to document properly traffic stops, field interviews, no-action encounters, frisks, and/or searches; and instances in which a supervisor has failed to identify and refer for counseling, retraining, or discipline officers who fail to comply with traffic stop, field interview, no-action encounter, frisk, and search documentation and conduct requirements set forth in this Agreement and in a manner that is consistent with the criteria of Wis. Stat. § 62.50. Defendants acknowledge that unlawful and inadequately-documented traffic stops, field interviews, no-action encounters, frisks, and/or searches are a serious violation of the MPD rules.

9. In determining the appropriate resolution and/or discipline to be imposed following any Personnel Investigation, the number, nature, and resolution of civilian and internally generated complaints against an officer shall be considered.

G. Community Engagement

1. Defendants shall ensure that the MPD monthly crime and safety meetings, which MPD already conducts, will include on their

agendas in all districts concerns, if they are raised, about the MPD's actions, including but not limited to policies and practices concerning traffic stops, field interviews, no-action encounters, and frisks.

2. Defendants shall maintain the existing Milwaukee Collaborative Community Committee to seek community input on police department operations to improve trust between law enforcement and city residents. Defendants shall consult with Plaintiffs regarding any changes in or additions to the membership of this group. Defendants shall make reasonable efforts to ensure that the membership in this committee represents racially and ethnically diverse communities, persons with disabilities, LGBTQ persons, and other protected classes.

3. Any revision of MPD policies or written procedures relating to traffic stops, field interviews, no-action encounters, frisks, and the enforcement of low-level offenses shall be addressed in the manner prescribed by FPC Rule IV, Board Procedure, a copy of which is attached hereto as Appendix C.

V. COMPLIANCE

1. To achieve compliance with this Agreement, the MPD must demonstrate that it has:

- a. incorporated all substantive requirements of this Agreement into policy;
- b. hired and trained relevant personnel as necessary to fulfill their responsibilities pursuant to the requirements;
- c. appropriated sufficient funds to ensure that such requirements are met; and

- d. shown sustained and continuing improvement in constitutional policing based on:
- i. analysis of TraCS data demonstrating that fewer than 14% of records of traffic stops, frisks, and searches documented in TraCS during the previous six (6) months are missing any of the information required by paragraph IV.A.3 for inclusion in records;
 - ii. analysis of RMS data demonstrating that fewer than 14% of records of field interviews, frisks, and searches documented in RMS during the previous six (6) months are missing any of the information required by paragraph IV.A.3 for inclusion in records;
 - iii. analysis of CAD data demonstrating that fewer than 14% records of no-action encounters documented in CAD during the previous six (6) months are missing any of the information required by paragraph IV.A.3 for inclusion in records;
 - iv. analysis of TraCS data on traffic stops demonstrates that fewer than 15% of traffic stop records documented during the previous six (6) months fail to show that the stops were supported by individualized, objective, and articulable reasonable suspicion of criminal activity or a traffic or vehicle equipment violation;
 - v. analysis of RMS data on field interviews demonstrates that fewer than 15% of field interview records documented during the previous six (6) months fail to show that the field interviews were supported by

- individualized, objective, and articulable reasonable suspicion of criminal activity or a traffic or vehicle equipment violation;
- vi. analysis of CAD data on no-action encounters demonstrates that fewer than 15% of records documented during the previous six (6) months fail to show that the traffic stops and encounters were supported by individualized, objective, and articulable reasonable suspicion of criminal activity or a traffic or vehicle equipment violation;
 - vii. analysis of TraCS and RMS data on frisks demonstrates that fewer than 15% of frisks records documented during the previous six (6) months fail to show that the frisks were supported by individualized, objective, and articulable reasonable suspicion that the stop subject was armed and dangerous;
 - viii. analysis of TraCS data on traffic stops demonstrates that there is no significant racial or ethnic disparity in the rate at which Black and white people, and Latino and white people, are subjected to traffic stops after controlling for agreed upon benchmarks;
 - ix. analysis of RMS data on demonstrates that there is no significant racial or ethnic disparity in the rate at which Black and white people, and Latino and white people, are subjected to field interviews after controlling for agreed upon benchmarks; and
 - x. analysis of CAD data on no-action encounters demonstrates that there is no significant racial or ethnic disparity in the rate at which Black and

white people, and Latino and white people, are subjected to no-action encounters after controlling for agreed upon benchmarks.

Compliance must be maintained for the time periods set forth below with the sole exception that Plaintiffs agree not to seek contempt sanctions should Defendants be unable to meet the numerical thresholds identified above within the first two (2) years of enforcement of this Agreement. The Parties agree, however, that Defendants shall work towards meeting these numerical standards as quickly as possible. Non-compliance with mere technicalities, or temporary or isolated failure to comply during a period of otherwise sustained compliance, will not constitute failure to achieve or maintain full compliance. At the same time, temporary compliance during a period of otherwise sustained noncompliance will not constitute compliance with this Agreement.

2. The United States District Court for the Eastern District of Wisconsin shall retain jurisdiction to enforce the terms of this Agreement and the Parties' obligations hereunder.

3. In determining whether Defendants are in compliance with constitutional standards concerning traffic stops, field interviews, no-action encounters, frisks, and searches and with the terms of this Agreement, the Court may consider, among other factors:

- a. The number, nature, and location of traffic stops, field interviews, no-action encounters, and frisks that do not comply with Fourth Amendment standards, disaggregated by the race and ethnicity of the subject;
- b. All information regarding the legal basis provided for traffic stops, field interviews, no-action encounters,

frisks, and searches, the resultant “hit-rates,” including rates of contraband seizures, and information resulting from audits and surveys conducted by the Parties;

- c. Racial and ethnic disparities in stops, frisks, and searches, after accounting, under professionally established statistical methods, for factors other than race and ethnicity as described in paragraph V.A.5 below.

A. Role of the Consultant

1. The Consultant shall provide the Parties with a written Report on an annual basis. The Report shall address Defendants’ compliance with the terms of this Agreement based on: (a) the Consultant’s annual review of MPD and FPC actions to determine whether they have timely completed tasks identified in this Agreement pertaining to policy formulation, data collection and reporting, training, supervision, the complaint process, discipline, and audits; (2) annual analysis of: MPD data on traffic stops, field interviews, no-action encounters, and frisks, including encounter-level data and aggregate data. Should the Consultant find that the Defendants are non-compliant with any of the requirements of this Agreement, the Consultant shall submit a report within six (6) months determining whether Defendants have rectified the issue(s).

2. In preparing any Report, the Consultant may solicit reports and input from the Parties and community members through customary means of public notice employed by the FPC, including its website and an opt-in email distribution list including members of the public who are participating in the ongoing process, managed by the City, FPC, and MPD, to elicit public input concerning MPD reforms related to the proposed

recommendations by the U.S. Department of Justice Office of Community Oriented Policing Services. Nothing in this paragraph shall prohibit the Parties from providing reports and input for the Consultant's consideration and the Consultant shall consider any such reports and input provided by the Parties when putting together a Report. Any reports and input provided by the Parties to the Consultant shall be provided at the same time to the opposing Party's counsel.

3. To measure Defendants' compliance with the Fourth Amendment in conducting traffic stops, field interviews, no-action encounters, and frisks, the Consultant will review randomly selected electronic incident reports concerning these encounters documented pursuant to paragraphs IV.A.1–IV.A.3 on an appropriate basis, as determined by the Consultant, but no less often than semiannually. The following procedures will be used.

- a. Defendants shall ensure that the randomly selected electronic incident reports do not contain more than a single incident report concerning a particular police-civilian encounter. Where multiple people are stopped and/or frisked in one encounter, only one of these stops will be part of the randomly selected files for review.
- b. In each semi-annual review, the Consultant will screen the reported stops and frisks to separate out (1) "stops" that are either arrests at the location of the stop or are otherwise not forcible stops under the Fourth Amendment and (2) "frisks" that are searches (often incident to arrest). In these cases, officers have filed reports even though the incident was not within the

definition of a “traffic stop,” “field interview,” “no-action encounter,” or “frisk” as set forth in this Agreement. These incidents will not be included in the Fourth Amendment “reasonable suspicion” analysis.

- c. The category of “fruit of an illegal stop” will be used to signify where a frisk, though proper given the officer’s observations, was made pursuant to a traffic stop or field interview conducted without reasonable suspicion.
- d. The Consultant shall conduct an analysis involving the tabulation of “hits” (*i.e.*, the finding of weapons or contraband) to the number of frisks, disaggregated by race and ethnicity.
- e. There will be a designation of cases in which an officer marks “no frisk” and “no search” in cases in which a frisk or search was highly likely to have occurred (*e.g.*, stop for a robbery investigation).

4. To measure Defendants’ compliance with the Fourteenth Amendment in conducting traffic stops, field interviews, no-action encounters and frisks, the Consultant will engage in several different analyses.

5. *Regression Analysis Regarding Traffic Stops, Field Interviews, No-Action Encounters, and Frisks:* The Consultant will compare actual traffic stop, field interview, no-action encounter and frisk rates by police district to those that would be expected based on census data, or other similarly-reliable and available data, on the racial composition for that police district. This analysis will use race-specific and ethnicity-specific data comparing

traffic stops, field interviews, no-action encounters, and frisks and the census population by race and ethnicity. To determine the impact of suspect race and suspect ethnicity on the likelihood of a traffic stop, field interview, no-action encounter, or frisk, this analysis will control for factors that include the demography and crime rates of the police district. A multivariate regression analysis will be used to assess the relationship among multiple variables simultaneously. The following regressions will be used, with the dependent variable of “rate of traffic stops, field interviews, no-action encounters, and frisks”:

- a. Subject race;
- b. Subject race, Latino status;
- c. Subject race, Latino status, sex;
- d. Subject race, Latino status, sex, age;
- e. Subject race, Latino status, sex, age, district racial composition;
- f. Subject race, Latino status, sex, age, district racial composition, district age composition;
- g. Subject race, Latino status, sex, age, district racial composition, district age composition, district employment rate;
- h. Subject race, Latino status, sex, age, district racial composition, district age composition, district employment rate, district crime rate;
- i. Subject race, Latino status, sex, age, district racial composition, district age composition, district employment rate, district violent crime rate; and

- j. Subject race, Latino status, sex, age, district racial composition, district age composition, district employment rate, district property crime rate.

6. *Regression Analysis Regarding Reasonable Suspicion:* The Consultant shall conduct the same set of regressions described in paragraph V.A.5 where the dependent variable is whether there was reasonable suspicion for the traffic stop, field interview, no-action encounters, or frisk. Since this variable is available only for the sample of the data that has been analyzed for reasonable suspicion pursuant to paragraph V.A.3, it will contain a smaller number of observations than the regressions described above in paragraph V.A.3.

7. *Hit-Rate Analysis:*

- a. The Consultant shall conduct a hit-rate analysis to determine possible effects of race and ethnicity in traffic stops, field interviews, and frisks. For example, because individualized, objective, and articulable reasonable suspicion that a person is armed and dangerous justifies a frisk, one type of hit rate that can be calculated is the share of frisks that result in the discovery of a weapon being discovered. If hit-rates (*e.g.*, rate of weapons seizure) for white people are higher than for Black people, there is a question as to whether the police are employing different thresholds for reasonable suspicion to people of different races.
- b. The Consultant shall conduct hit-rate analysis at the police-district level to test for the possibility that traffic stops, field interviews, or frisks may be higher for all

people in heavily minority neighborhoods. In this analysis, there will be calculations of the police-district level traffic stop, field interview, and frisk rates per rates of reported crimes to determine whether these ratios are correlated with police-district racial demographics. The question in this context is whether, for example, there is a possible racial effect of stop and frisk practices if the crime rate in District One is five times the crime rate in District Two, but the stop rate is 10 times higher in District One. Should the Consultant determine that TraCS traffic crash data is to be considered in the analysis following consultation with the Parties' and their experts, such data shall be provided by Defendants to the Consultant and Plaintiffs' Counsel.

8. The following protocols will be followed in the regression analyses described in paragraphs V.A.5 and V.A.6:
 - a. The police district will be the geographical areas for data analysis. Defendants will provide Plaintiffs and the Consultant with the relevant police district population data.
 - b. Crime rates will be measured by the incidence of crime per relevant population (using lagged data, *i.e.*, the crime rate from the previous Quarter or Year).
 - i. Defendants shall ensure that the Consultant and Plaintiffs' counsel are provided with crime data agreed upon by the Parties. At a

minimum, Defendants shall make available crime data for the preceding year, including reported crimes, committed crimes, type of crime, police district of crime, and suspect race if known.

- c. Economic and social data will be used as controls. The Parties shall endeavor to reach agreement about the economic and social factors used as controls. To the extent that there are differences in the economic and social regression factors used by each side, and to the degree there appear to be different conclusions based on different factors, the Parties' experts will determine which are the most relevant and reliable.
- d. The Consultant may perform "robustness" checks beyond the regression analysis set forth above, and shall confer as to their usefulness.
- e. The Consultant shall determine whether any differences in the racial and ethnic data analyzed in paragraphs V.A.5 and V.A.6 are statistically significant and meaningful.
 - i. If the effect of race or ethnicity is not statistically significant, it means that the effect of race or ethnicity is lower than the ability of the regression to detect. This relates to the power of the regression, which is affected by the sample size. If the sample size is large enough, a statistically insignificant coefficient indicates that the difference by race is statistically indistinguishable from zero (*i.e.*, no race effect)

to a high degree of accuracy. Regression analysis provides measures for determining statistically significant racial and ethnic disparities and in the social sciences, the standard significance threshold for the likelihood of finding the same result is 95%, which corresponds to a p-value of .05. For some of the benchmarks, including analysis of gross rates of traffic stops, field interviews, no-action encounters, and frisks with regression for salient factors, there is no need for sampling as all of this data is available in the electronic databases (TraCS, RMS, and CAD) described in paragraph IV.A.1–6.

- ii. Even if the coefficient on race or ethnicity is statistically significant, the magnitude may be so small that it is not meaningful.

9. The Consultant shall issue the first Draft Report no later than twelve (12) months after entry of this Agreement, and this Draft Report shall address the period of the preceding twelve (12) months.

- a. The Parties shall have thirty (30) days to serve each other and the Consultant with any objections to the Consultant's Draft Report.
- b. The Consultant shall have thirty (30) days to make any revisions to the Draft Report following receipt of the Parties' objections.
- c. The Parties and the Consultant will not make public any Draft Report during the sixty (60)-day time period prescribed in paragraphs V.A.9.a. and V.A.9.b., above.

d. The Consultant's Final Report shall be filed with the Court and made publicly available on the FPC website.

10. Defendants shall provide the Consultant with data, documents, analysis, and information requested by the Consultant in the preparation of Reports, including, but not limited to, electronic data on crime rates, police deployment, and MPD traffic stops, field interviews, no-action encounters, and frisks, including all of the data identified in paragraph IV.A.3.

11. The Consultant may seek the advice and assistance of police practices experts and statistical experts in formulating the Reports. Defendants shall compensate the Consultant for any experts retained by the Consultant for their professional services and reasonable expenses.

VI. FEES AND COSTS

1. Defendant Milwaukee shall pay the reasonable costs and fees of the Consultant.

2. Defendant Milwaukee shall pay reasonable attorneys' fees and costs to Plaintiffs' counsel and their experts for time spent to date on investigating and litigating this case. Counsel for Defendant Milwaukee agrees to recommend the payment of \$1,900,000 for the total amount of Plaintiffs' reasonable attorneys' fees and costs herein.

3. Any disputes over fees and costs, including the reasonableness thereof, shall be submitted to the Court for adjudication in accordance with 42 U.S.C. § 1988.

VII. TIME PERIOD

1. Defendants shall comply with the terms of this Agreement for a minimum of five (5) years.

2. If Plaintiffs' counsel finds or reasonably believes that any Defendant is not in substantial compliance with any term of this Agreement, Plaintiffs' counsel shall bring the issue to the attention of Defendants' counsel prior to filing a motion seeking appropriate relief with the Court.

VIII. MISCELLANEOUS

1. Defendants agree to develop any comprehensive and agency-wide policies and procedures that are necessary to ensure consistency with, and full implementation of, this Agreement. Unless otherwise noted, Defendants agree that all policies, procedures, and manuals shall be developed within six (6) months of the effective date.

2. No amendments of this Agreement will be valid unless made in writing and signed by all of the signatories hereto.

3. This Agreement may be executed in duplicate counterparts, each of which will be deemed an original, with the same effect as if the signatures thereto were on the same instrument. Each signatory to the Agreement may execute this agreement by telefax or email of a scanned copy of the signature page, which shall have the same force and effect as if executed on an original copy.

4. The Parties further agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

5. If, after the date hereof, any provision of this Agreement is held to be illegal, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

6. It is the intent of the signatories that no part of this Agreement is to be presumptively construed either against or in favor of any signatory because of the identity of the drafter.

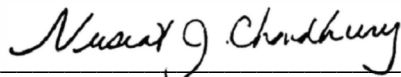
7. Paragraph headings contained herein are for purposes of organization only and do not constitute a part of this Agreement.

8. Any communications or notices to be provided to legal counsel for the Parties pursuant to this Agreement will be sent in writing via email or addressed, via commercial overnight delivery service, to the attention of the persons identified below (or as the signatories may subsequently direct in writing).

This Agreement constitutes the entire agreement and understanding between and among the signatories with respect to the subject matter hereof and supersedes all other prior or contemporaneous oral agreements, understandings, undertakings and negotiations of the Parties.

It is so agreed.


Counsel for Plaintiffs:



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 7-12-18


Date



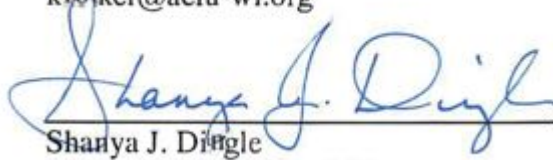
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Date


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Date


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7-11-18
Date

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glangl@milwaukee.gov

7/13/18
Date

The foregoing be and the same is hereby **APPROVED** and **ORDERED** by the Court; and

IT IS FURTHER ORDERED that the Clerk of the Court shall administratively close this action.

Dated at Milwaukee, Wisconsin, this 23rd day of July, 2018.

BY THE COURT:

J. P. Stadtmueller
U.S. District Judge

Vendor Service Contract for Collins Consultation and Compliance Monitoring – Scope of Work

Exhibit B – Contract Terms

City of Milwaukee Terms and Conditions

1. Definitions Applicable to these Terms and Conditions.

1.1. City is the City of Milwaukee.

1.2. Contract is this contract or service order to which these Terms and Conditions are attached and into which these Terms and Conditions are incorporated. The documents constituting the Contract are identified on the Contract Cover Sheet. “Contract” may alternatively be referred to as the “Agreement.”

1.3. Contractor is the party providing goods or services to City pursuant to this Contract. Contractor may be variously referred to as the “successful proposer,” “successful bidder,” or some variation thereof elsewhere in the Contract.

1.4. Documents are all reports, studies, analysis, memoranda, information, records, and related data and materials created as a result of this Contract.

1.5. Invoice. An itemized statement from Contractor specifying the services and/or goods provided to City, and supported by all documentation as the City may reasonably require.

1.6. Terms and Conditions are only those terms and conditions set forth in this document. For the avoidance of doubt, Terms and Conditions do not include any documents, attachments, exhibits, or documents.

2. Payment Terms.

2.1. Prompt Payment. Contractor shall submit an Invoice to City on a monthly basis for any fees accrued during the preceding month within thirty (30) days of the end of said month. Pursuant to Common Council File No. 101137, if City does not make payment within forty-five (45) days after receipt of the Invoice, City shall pay simple interest beginning with the thirty-first (31st) calendar day after submission of the Invoice at the rate of one percent (1%) per month. No attorney’s fees, expenses, or other collection costs may be billed to City unless otherwise agreed to in writing. The City dispute any incorrect charges, charges disallowed by this Contract, or charges for work, services, or deliveries that were incomplete, incorrectly done, defective, damaged, or the like. No interest shall be applied to any outstanding amounts when Contractor has been sent notice that the amount owed to Contractor is subject to a good faith dispute within forty-five (45) days of the receipt of the Invoice, provided the notice was sent by first-class mail, personally delivered, or otherwise sent in accordance with any notice provisions in this Contract. In the event that the forty-fifth (45th) day after receipt of the Invoice is a Saturday, Sunday, or national holiday, payment may be made on the following business day without interest being owed to Contractor. City’s failure to pay in a timely fashion does not relieve Contractor of its obligation to perform the services for which it has been retained. Consistent with Wis. Stat. § 66.0135(3), Contractor shall pay any of its subcontractors for satisfactory work within seven (7) days of Contractor's receipt of payment from City or seven (7) days from receipt of an Invoice from the subcontractor, whichever is later. If Contractor fails to make timely payment to a subcontractor, Contractor shall pay interest to the subcontractor at the rate of twelve percent (12%) per year, compounded monthly, beginning with the eighth (8th) calendar day after Contractor's receipt of payment from City or receipt of an Invoice from the subcontractor, whichever is later.

Vendor Service Contract for Collins Consultation and Compliance Monitoring – Scope of Work

3. Personnel.

3.1. Subcontractors. Contractor may not employ subcontractors to fulfill the scope of services or otherwise perform under this Contract without written pre-approval from City. If Contractor receives written pre-approval from City to hire subcontractors, Contractor shall hire such subcontractors via written subcontract, and Contractor shall insert language into each such subcontract specifying that the subcontractor shall be subject to each provision of this Contract, including, but not limited to, all insurance requirements. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors and of persons indirectly employed by it as it is for the acts and omissions of its own officers, employees and agents.

3.2. Independent Contractors. Contractor is an independent contractor, and neither Contractor, nor Contractor's officers, employees or agents are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Contract shall be the sole responsibility of Contractor. City and Contractor form no joint venture or partnership under this Contract.

3.3. Contractor to Supply all Personnel. Contractor will secure at its own expense all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with City. All of the services required hereunder will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

3.4. Withholding of Salaries. Notwithstanding anything in this Contract, if in the performance of this Contract there is any underpayment of salaries by Contractor or its subcontractor to any employee, City shall be allowed, in its sole discretion, to withhold payment under this Contract to Contractor in an amount equal to the difference between the salaries required to be paid and the salaries actually paid to such employee. The amounts withheld shall be disbursed by City on behalf of Contractor or subcontractor, if any, to the employee(s) to whom they are due. Contractor shall credit City for any payments made to Contractor's employee(s) pursuant to this subsection as though the payments were made to Contractor pursuant to this Contract. City shall not be required to pay interest or late fees pursuant to the section entitled "Prompt Payment" on account of an untimely payment resulting from City's decision to make payments to any of Contractor's employees hereunder.

5. Term and Termination.

5.1. Term and Time of Performance. The services shall commence upon the later of (a) the execution of the Contract by all parties or (b) as set forth in any schedule or scope of services included in the Contract. Unless otherwise specifically provided for in the Contract, Contractor shall perform the services in such sequence as to assure their expeditious completion in the light of the purposes of the Contract and at such times and during such hours as City may request and in a manner commensurate with the highest industry standards. All of the services shall be completed within the term as indicated on the Contract ("Term"). Completion of the services within the Term is essential to the Contract. In addition to all other remedies inuring to City should the services not be completed during the Term, Contractor shall continue to be obligated thereafter to fulfill its responsibility to complete the services and shall use its best efforts to complete the services expeditiously.

5.2. Termination Due to Insolvency. City may, in its sole discretion, terminate the Contract immediately upon: (i) termination or suspension of Contractor's business; (ii) insolvency or filing of a voluntary or involuntary petition in bankruptcy; (iii) appointment of a receiver, assignee or other liquidating officer for all or substantially all of Contractor's assets; or, (iv) any assignment of any portion of Contractor's assets for benefit of creditors.

5.3. Termination for Insufficient Funds. The Contract shall terminate at such time that City fails to appropriate sufficient sums to pay the amount due in the budget year for which the Contract applies. City will notify Contractor within thirty (30) days after it becomes aware that funding will not be appropriated. City's decisions regarding sufficiency of appropriations and authorizations shall be accepted by Contractor as final. In such an event, Contractor shall immediately reduce and/or discontinue its activities

Vendor Service Contract for Collins Consultation and Compliance Monitoring – Scope of Work

hereunder as requested by City.

5.4. **Termination for Cause.** If Contractor fails to fulfill in a timely and proper manner any of its obligations or violates any of the provisions of this Contract, City shall have the right to terminate this Contract. City shall notify Contractor of its intent to terminate by giving Contractor written notice at least five (5) business days before the effective date of the termination and identifying the alleged deficiencies in Contractor’s performance, and shall give Contractor thirty (30) days to cure such deficiencies prior to termination. In such event, all deliverables completed by Contractor as of the date of termination shall, at the option of City, become property of City. Notwithstanding the foregoing, Contractor shall not be relieved of liability to City for damages sustained by City by virtue of any breach of the Contract, and City shall retain its remedies under law.

5.5. **Termination for Convenience of the City.** City may terminate this Contract at any time for any reason by giving at least thirty (30) days' written notice to Contractor.

5.6. **Payment Upon Early Termination.** If Contractor is terminated early by City as provided in this section, Contractor will be paid for services actually and satisfactorily rendered, or goods actually and satisfactorily delivered; provided, however, that if Contractor is terminated for cause, City may withhold payment sufficient to cover the costs of obtaining, and any difference in pricing from, a new contractor. Contractor shall not charge City any early termination fee. If there has been a prepayment by City, Contractor will refund to City, within thirty (30) days of the effective date of termination, a pro-rata portion of any prepaid fees and costs that have not been incurred as of the effective date of termination.

6. Records, Privacy, and Reports.

6.1. **Public Records Law.** Contractor understands that City is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), City may be obligated to produce, to a third (3rd) party, the records of Contractor that are “produced or collected” by Contractor under this Contract (“Records”). Contractor is further directed to Wis. Stat. §19.21, et. seq., for the statutory definition of Records subject to disclosure under this paragraph, and Contractor acknowledges that it has read and understands that definition. Irrespective of any other term of this Contract, Contractor is obligated to: (1) retain Records for seven (7) years from the date of the Record’s creation, and (2) produce such Records to City if, in City’s determination, City is required to produce the Records to a third (3rd) party in response to a public records request. Contractor’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Contract, and Contractor must defend and hold City harmless from liability due such breach.

6.2. **Ownership.** All Documents are City’s exclusive property. City has the right to use the Documents for any purpose without additional compensation to Contractor unless otherwise provided for in the Contract.

6.3. **Confidentiality.** All of the Documents are confidential and Contractor agrees that it will not, without prior written approval from City, make the Documents available to any individual, agency, public body or organization except as required by the Contract or by any applicable law or legal process. Upon City’s request, Contractor shall deliver all Documents to City and then destroy all copies of the Documents, whether in written, electronic or other form or media, in a commercially reasonable manner and shall certify in writing to City that all Documents have been returned to City and destroyed in a commercially reasonable manner at no cost to City. Contractor shall comply with all City’s directions regarding the return and/or destruction of the Documents within fourteen (14) days. Contractor shall notify City if it has knowledge of an unauthorized acquisition or use of the Documents as soon as possible, but no later than within one (1) business day of such knowledge.

6.4. **Reports and Information.** Upon the City’s reasonable request Contractor shall provide statements, records, reports, data, and information pertaining to matters covered by the Contract.

6.5. **Documentation of Costs.** Contractor shall ensure that all fees and costs it incurs pursuant to this Contract are supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail

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the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

7. **INDEMNIFICATION AND DEFENSE OF SUITS.**

7.1. **INDEMNIFICATION OBLIGATIONS IN GENERAL.** Contractor shall indemnify City and its officers, agents and employees for all losses, damages, costs, expenses, judgments, accrued interest, liabilities, or decrees arising out of any claim, action in a court, or proceeding before an administrative agency that is brought against City or any of its subcontractors, officers, agents, or employees for the acts or omissions of Contractor or any of its subcontractors, officers, agents, or employees in whole or in part in the performance of the covenants, acts, matters or things covered by this Contract, or for injury or damage caused by the alleged acts or omissions of Contractor or any of its subcontractors, its officers, agents or employees. City will, at its sole option, decide whether to tender the defense of any claim, action in court, or proceeding before an administrative agency in which Contractor has a duty to indemnify to Contractor or Contractor’s insurer and upon such tender it shall be the duty of Contractor and Contractor’s insurer to defend such claim, action, or proceeding without cost or expense to City or its officers, agents, or employees using counsel selected by Contractor and Contractor’s insurer and approved by City. Contractor shall not settle any claim, action in any court, or proceeding before an administrative agency relating to City unless City consents to the settlement in writing.

7.2. **INTELLECTUAL PROPERTY INDEMNIFICATION.** If any action in court, claim, or proceeding before an administrative agency is brought against City or any of its officers or employees due, in whole or in part, to the alleged infringement of or by Contractor of any copyright, license, trademark, service mark, logo, or other intellectual property, (collectively, “Claims”), Contractor shall indemnify City and its officers and employees from all losses, damages, costs, expenses, judgments, or decrees to the extent arising out of such Claims caused by Contractor or one of its subcontractors, officers, employees or agents.

8. **Nondiscrimination.** It is City’s policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual’s sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual’s affiliation or perceived affiliation with any of these categories (“Protected Classes”), pursuant to Milwaukee Code of Ordinances (MCO) Section 109-9. Contractors and their subcontractors employing any resident of the City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of the City of Milwaukee.

9. **Standard of Care.** If this Contract obligates Contractor to provide City with services (i.e., is not limited to a contract for goods), Contractor shall, as an independent contractor and not as an employee of City, perform the services set forth in the Contract (the “Services”). Contractor agrees that the Services shall be performed in accordance with generally accepted professional practices and in a manner consistent with the highest level of care and skill exercised under similar conditions by members of Contractor’s profession practicing in Wisconsin. Performance of the Services shall conform to all applicable federal, state and local laws and regulations.

10. **Entire Agreement, Amendments, Severability.**

10.1. **Entire Agreement.** The Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, discussions, representations, warranties and covenants between the parties concerning the subject matter hereof. Any amendments, changes or modifications to this Contract shall be in writing and executed by the parties.

10.2. **Severability.** If any term of this Contract is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and,

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to the extent possible, any invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by City. If such invalid or unenforceable term has a material and adverse effect on a party and a valid and enforceable replacement that comes closest to expressing the intention of such invalid or unenforceable term as determined by City cannot be created, the party materially and adversely impacted shall be allowed to terminate the Contract pursuant to the section entitled “Termination for Cause.”

10.3. Effect of Regulations. Should any local, state or national regulatory authority having jurisdiction over City impose a valid and enforceable order upon City which has the effect of changing or superseding any term or condition of the Contract, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, the Contract shall remain in effect and be modified or terminated in the manner provided for by the section entitled “Severability.”

11. Remedies and No Waiver. Nothing in this Contract shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which City is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind City.

12. Insurance Requirements. Throughout the Term of this Contract, Contractor is solely responsible for meeting its insurance needs, but shall, at a minimum, carry insurance that meets the insurance requirements set forth in this section. Any failure to comply with these minimum requirements during the Term is a material breach of this Contract permitting City to, in its sole discretion, immediately terminate this Contract without prior notice.

12.1 Certificate of Insurance Required. A certificate of insurance acceptable to City must be provided prior to final execution of this Contract. Any certificate of insurance provided to City shall accurately state that the issued insurance policies meet the requirements outlined below and must be an original certificate issued by a company licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Contractor shall send City a current and valid Certificate of Insurance and/or Policy within fourteen (14) days of any request by City. Immediately upon any material change to Contractor’s insurance coverage, Contractor shall send City an updated Certificate of Insurance and/or Policy.

12.2 City’s Authority to Terminate. The certificate shall be approved by the City Attorney and placed on file with City prior to commencement of work under this Contract. The City reserves the right to examine and approve the actual policy of insurance before City executes any Contract for this purchase. If the required certificate is not received and approved, the City of Milwaukee has the authority to terminate this Contract.

12.3 City as Additional Insured. The City of Milwaukee shall be named as an additional insured (using ISO Form CG2026 or its equivalent) with respect to liability coverage other than professional liability, including cyber liability coverage. The certificate holder shall be designated as:

City of Milwaukee
City Attorney’s Office
200 East Wells Street, Room 800
Milwaukee, WI 53202-3560

12.4 City Approval of Insurance Companies. Insurance companies must be acceptable to City and have a current A.M. Best rating of A-VIII or better.

12.5 Use of Occurrence Form. All policies other than professional liability policies shall be written on an occurrence form.

12.6 Notice of Cancellation or Non-Renewal. City shall be provided with at least thirty (30) days’ written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this Contract, for any reason including

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non-payment of premium. To ensure that such notice occurs, an endorsement must be added to the policy/policies permitting Earlier Notice of Cancellation or Non-Renewal. Such endorsement must contain the following stipulation:

“We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least thirty (30) days before the effective date of the action.”

A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

12.7 Required Coverages. Each of the following minimum coverages is required pursuant to this Contract:

| COVERAGE | MINIMUM AMOUNT OF COVERAGE REQUIRED |
|---|--|
| Worker’s Compensation (City does require Worker’s Compensation coverage for Sole Proprietorships) | Statutory Limits |
| Employer’s Liability | Each Accident: \$100,000 Disease – Policy Limit: \$500,000 Disease – Each Employee: \$100,000 |
| Commercial General Liability | Each Occurrence Limit: \$1,000,000 General Aggregate: \$2,000,000 Products-Completed Operations Limit: \$2,000,000 Personal and Advertising Injury Limit: \$1,000,000 <ul style="list-style-type: none"> • Coverage must be equivalent to ISO Form CG0001 or better. • Coverage must include a Waiver of Subrogation Endorsement in favor of City and its directors, officers, agents, employees, and volunteers. • Coverage must apply to independent contractors and contractual liability. • Coverage must apply on a primary and non-contributory basis. |
| Automobile Liability | Bodily Injury: \$1,000,000 per person \$1,000,000 per occurrence Property Damage: \$1,000,000 per occurrence Or Combined Limit: \$1,000,000 per occurrence <ul style="list-style-type: none"> • If Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9). • Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers. |

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|-----------------------------|--|
| | <ul style="list-style-type: none"> • Coverage must include contractual liability for risks assumed in this contract. • If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request. |
| Professional Liability | <p style="text-align: center;">\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • Coverage must remain in effect for a period of not less than two (2) years beyond the termination date of the contract. • If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two (2) years, if the replacement insurer will not preserve the original retroactive date. |
| Umbrella (Excess) Liability | <p style="text-align: center;">\$5,000,000 per occurrence \$5,000,000 aggregate</p> <ul style="list-style-type: none"> • Must provide coverage in excess of the Employer’s Liability, Commercial General Liability and Auto Liability Coverages (inclusive of the amendments stated above). |
| Crime Insurance | <p>Employee Dishonesty: \$500,000 per loss</p> <ul style="list-style-type: none"> • Must provide coverage for Third Party Employee Dishonesty. |
| Pollution Liability | <p style="text-align: center;">\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • Coverage must include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers. |
| Cyber Insurance | <p style="text-align: center;">\$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • Coverage must include cost of notification, cost of identity protection and repair insurance for affected individuals and third party liability. • Depending on the situation, other required coverages may include: <ul style="list-style-type: none"> ○ Regulatory Fines & Penalties ○ PCI Fines & Penalties ○ Cyber Extortion/Ransomware ○ Business Interruption ○ Data Reconstruction ○ Media/Website Liability ○ Breach Response Mitigation <ul style="list-style-type: none"> ▪ Forensic investigations ▪ Legal expenses ▪ Notifications ▪ Identity monitoring |

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- 13. Survival.** Section(s) which by its/their meaning is/are implied to survive termination shall continue in force and effect following the termination or expiration of this Contract.
- 14. Conflict of Interest.** Any contract in which a member of the City of Milwaukee Common Council is an interested party shall be voidable at the sole discretion of City, and City may sue to recover any amounts paid on such contract.
- 15. Nonexclusive.** This is not a Contract to exclusively purchase the subject goods and/or Services from Contractor. City may, at any time and in its sole discretion, choose to award a contract to another contractor providing the same or similar goods and/or services to City.
- 16. Order Quantity.** Irrespective of any estimated purchased amounts in the bid and/or request for proposal and/or scope of services, this Contract does not guarantee any specific amount of business for Contractor.
- 17. Audit.** Contractor shall make the Documents available to City to allow City to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract any time during normal business hours and as often as City may, in its sole discretion, deem necessary. If federal or state grants or aids are involved in this Contract, Contractor shall make the Documents available to the appropriate federal or state agency or the United States Comptroller General to allow the appropriate federal or state agency or Comptroller General to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract any time during normal business hours and as often as the appropriate federal or state agency or Comptroller General may, in their sole discretion, deem necessary. Contractor shall not charge any additional fees to City, the appropriate federal or state agency, or the Comptroller General by virtue of any additional work or costs associated with the performance of Contractor’s duties under this section.
- 18. Assignability.** Contractor shall not assign or transfer any interest in this Contract in any manner without the written consent of the City, provided, however, that claims for money due or to become due to Contractor from City under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the City.
- 19. Law and Safety.**
- 19.1. Compliance with Law and Safety Standards. Contractor agrees to comply with all federal, state and local laws, regulations, rules, or court orders. Additionally, all material, equipment and supplies provided to City must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety and all applicable Occupational Safety and Health Administration (OSHA) Standards.
- 19.2. Tax Exemption. City is exempt from the payment of all federal taxes. Registration No. A-245518 for tax-free transactions is on file with the Milwaukee Office of the Internal Revenue Service. City is exempt from Wisconsin sales or use tax under Section 77.54(1) and (9a), Wisconsin State Statutes. City’s Wisconsin Sales and Use Tax Exemption number is ES 008-1020421147-07. Invoices to City may not include costs for Federal excise and Wisconsin sales taxes.
- 19.3. Choice of Law and Venue. This Contract shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The parties agree that for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, jurisdiction and venue shall be in Milwaukee County, Wisconsin, for matters arising under state law or, should federal courts have jurisdiction, the eastern district of Wisconsin. The parties agree to submit themselves to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law.
- 19.4. Americans with Disabilities Act. Contractor’s work product (whether goods, services, information and communication

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technology services, engineering or architectural services, or construction) prepared for City pursuant to this Contract shall fully comply with, as applicable, the Americans with Disabilities Act (ADA), Sections 504 and 508 of the Rehabilitation Act of 1973, and Contractor shall be liable for, and shall indemnify City for, any and all violations of the ADA resulting from Contractor's failure to make its work product compliant with the ADA. If Contractor is preparing work product based on specifications prepared by or on behalf of City, and Contractor knows or should know based on Contractor's experience in its field that such specifications are not in compliance with the ADA, Contractor must notify City in writing of such non-compliance prior to commencing its work under those specifications.

20. Notice. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed to Contractor at the address indicated on the signature page of this Contract and to City at:

City of Milwaukee
Office of the City Attorney
200 East Wells Street, Room 800
Milwaukee, WI 53202-3560

21. Slavery Disclosure Affidavit. All vendors in existence prior to 1865 contracting with City shall complete an affidavit prior to entering into a contract verifying that it has searched any and all company records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

22. Taxpayer Identification Number. Contractor must provide accurate information related to its taxpayer identification number. If incorrect information is provided and Contractor fails to adequately and timely respond to City's efforts to obtain corrected information, City may impose a fee equal to City's added costs for meeting backup withholding requirements. This sum may be deducted from payments owed to Contractor pursuant to this or other contracts, or may be billed separately. Failure to cooperate with City in this regard, or failure to pay a fee imposed under this provision, could result in Contractor being barred from participating in future City contracts.

23. Counterparts. The Contract may be executed in counterparts, each of which shall be deemed an original. All counterparts shall together constitute one and the same instrument.

24. Debarment and Suspension. Contractor represents and warrants that, as of the execution of this Contract, neither Contractor nor any subcontractor or sub-consultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during Contract's Term Contractor or any subcontractor or sub-consultant performing work at any tier is included on the federally debarred bidder's list, Contractor shall notify City immediately.

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Exhibit C – Coversheet

VENDOR INFORMATION

Name of Vendor:

Telephone Number:

Address:

Federal Employer Identification Number:

Contact Name:

Contact Position:

Contact Email Address:

By signing this proposal, Vendor(s) certifies, acknowledges, understands and agrees to be bound by the conditions set forth in this RFQ.

VENDOR’S LEGALLY AUTHORIZED SIGNATURE

DATE

PRINT NAME TITLE

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Exhibit D – Confidential and Proprietary Information Form

DESIGNATION OF CONFIDENTIAL, TRADE SECRET AND PROPRIETARY INFORMATION

Material submitted in response to the City of Milwaukee's (the "City") Request for Proposal includes information that we have determined is proprietary, confidential and/or information which qualifies as a trade secret, as provided in Wis. Stat. Section 19.36(5), or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proposer asks that certain pages, as indicated below, of this proposal be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

| <u>Section</u> | <u>Page</u> | <u>Topic</u> |
|----------------|-------------|--------------|
|----------------|-------------|--------------|

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

*NOTE: Proposers are cautioned that the **ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION, AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.**

IF THE CITY AGREES WITH PROPOSER'S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

| | |
|---------------------------------------|------------------|
| _____ | _____ |
| Signature (Authorized Representative) | Telephone Number |
| _____ | _____ |
| Name (Please Print) | Company Name |
| _____ | _____ |
| Title | Date |

NOTE: The City as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document, and 2) identifies the specific information when it occurs within the proposal.

The City's preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation become property of the City.

Generally, proposals are available for public review after the City has awarded a contract.