

**BUSINESS IMPROVEMENT DISTRICT NO. 21  
MILWAUKEE DOWNTOWN**

REQUEST FOR PROPOSALS  
PUBLIC SERVICE AMBASSADOR PROGRAM

March 10, 2026

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## **A. REQUEST FOR PROPOSALS**

### **I. DEFINITIONS**

1. "The District" shall refer to Business Improvement District No. 21 of the City of Milwaukee ("Milwaukee Downtown") (Appendix A depicts the boundaries of the District).
2. "PSA Program" shall refer to all aspects of administering, managing and providing the District's Public Service Ambassador ("PSA") Program, as outlined in this document and all supporting Appendices and Exhibits.
3. "Proposer" shall refer to any person or qualified entity submitting a proposal to provide the services as defined by and in accordance with these specifications.
4. "Company" shall refer to that party selected by the District to provide the services set forth herein.
5. "Agreement" shall refer to the contract to be executed between the Company and the District in accordance with these specifications (including the form of Agreement for Services attached hereto as Appendix C) and the Company's proposal submitted and accepted by the District, each of which shall be incorporated into the terms of the Agreement.
6. "Work" shall refer to the concierge and security services specified in Appendix C, performed by the Company, its employees and subcontractors, if any.
7. "Change Order" shall refer to any modification to the Agreement signed by the Company and the District.
8. "Costs of Operation" shall refer to all costs and expenses, approved by the District, of managing and operating the PSA Program in accordance with all terms and conditions specified in this Request For Proposals, including, but not limited to, the wages, salaries, employee costs and benefits of all workers and all supervisory personnel, equipment, supplies, transportation, insurance premiums, storage costs and uniform costs.

### **II. BACKGROUND**

The historic goal of the District was to sustain the competitiveness of Downtown and to ensure a clean, safe and welcoming environment conducive to business activity. As a result of strategic planning, the District has committed to elevate its role in Downtown economic development, with special emphasis on discouraging nuisance behaviors and supporting Downtown as an 18-hour destination with a growing night-time economy.

The District was created as a quasi-governmental business improvement district for the Downtown area by a City of Milwaukee Common Council resolution adopted consistent with Wisconsin Statutes section 66.1109. The District is authorized to manage and maintain services that supplement those services currently provided by the City to owners and occupants in the District. The District proposes to achieve its objectives by supplementing the maintenance, landscape and security services provided by the City in order to increase the cleanliness and safety (and the perceived cleanliness and safety) of Downtown. District staff will coordinate a public relations campaign to promote the cleaner, safer and friendlier Downtown. Marketing will aim to encourage increased use of Downtown and to convince both constituents of the District and potential users that Downtown is a positive destination with unique qualities and amenities.

The District intends to commence PSA services under a new Agreement as of January 1, 2027.

### **III. THE OPPORTUNITY**

#### **A. Introduction**

The District seeks to enter into the Agreement with the successful Proposer to operate and administer the PSA Program comprised of certain safety and goodwill services within the boundaries of the District as outlined in the form of Agreement attached hereto as Appendix C. The Company will implement a program of "Work" according to the general conditions and specifications detailed in this document and in the Appendices and Exhibits attached. The Agreement will specify the approximate PSA services to be provided as mutually agreed by the District and the successful Proposer.

Through this Request for Proposals, the District is seeking: a) statements of qualifications from experienced companies which can provide a full complement of PSA services, b) detailed proposals for the continued operation of a successful PSA program and c) evidence that the Company will advance the philosophical goals of the District's clean, safe and welcoming objectives.

#### **B. Services**

The services to be provided by the successful Proposer to continued or improved operation of a PSA Program pursuant to the terms of the Agreement shall include the following:

(a) Increasing the public's comfort and sense of security through a visible, uniformed (but unarmed) presence;

(b) Daily recurring foot and bicycle patrolling of all sidewalks and riverwalks within the District Boundaries at staffing levels and during hours as designated by the CEO of the District or such other persons designated by the Board (the "CEO"), up to a maximum subtotal of \_\_\_\_\_ on-duty hours per year;

(c) Daily recurring assistance of owners, agents, workers, shoppers, diners, sports fans, club-goers and visitors within the District Boundaries. Assistance may include, but shall

not be limited to, offering directions and information regarding Milwaukee history and events, assisting with first aid and crime response, addressing issues related to panhandling and homelessness, reporting violations of building and sanitation codes, and generally interacting with individuals in a positive manner conducive to tourist, social and business activity;

(d) Daily recurring observance and reporting of suspicious behavior within the District Boundaries, including, without limitation, licensing and utilization of incident tracking within the District Boundaries by hand-held mobile devices and/or two-way radios;

(e) Utilizing hand-held mobile devices in a reliable and comprehensive manner to allow employee tracking, to encourage employee accountability, to facilitate communication and to streamline reporting by equipping each employee with such devices loaded with the Company's custom built software and GPS tracking capabilities, as acceptable to the District, and providing training to all Company employees and to District employees as requested by the CEO;

(f) Preparing and maintaining daily reports of all activities and observances of Company staff servicing this Agreement;

(g) Coordinating all services provided by the Company with services provided by the City of Milwaukee Police Department (the "MPD") and any other contractors and/or employees retained by the District to maximize the effectiveness of all security and goodwill services within District Boundaries;

(h) Maintaining daily recurring communications among Company staff servicing this Agreement, with District agents, employees and contractors (including, without limitation, the CEO) and with representatives of the MPD;

(i) Daily recurring supplemental cleaning activities while on patrol, including, without limitation, routine litter collection, removal of minor debris and similar light cleaning tasks;

(j) Removal of graffiti, stickers, postings, and other defacements, including both minor and larger-scale tags, where safe and feasible to do so, utilizing appropriate equipment and materials, and coordinating with the District regarding any graffiti or vandalism requiring specialized equipment or third-party support;

(k) Providing support in connection with District-sponsored, seasonal, and special events including, without limitation, Downtown Employee Appreciation Week, Downtown Dining Week, Big Truck Day, Jack O Lantern Jubilee, Heart(beats) of the City, Tunes@Noon, Rainbow Summer, events at the Baird Center, and other events designated by the District, such support to include increased visible presence, crowd assistance, coordination with District staff and public safety agencies, and other support requested by the District; and

(l) Performing all services in a manner that advances the District's clean, safe and welcoming objectives and continues to make Downtown Milwaukee a premier destination of choice to live, work, learn, play and stay.

The Company shall have the responsibility to provide supervisory personnel, to negotiate labor contracts, and to hire and manage all of the individuals as necessary to execute the PSA Program.

#### **IV. DISTRICT'S STRUCTURE**

The selected Company shall report to and receive instruction from the CEO of the District, or such other person(s) selected by the Board. The CEO shall establish policies for the PSA Program, and shall meet weekly with the Company. The CEO will decide any and all questions, which may arise as to the manner of performance and rate of progress of the Work and the advancement of the District's clean, safe and welcoming goals.

The District has one central office/headquarters. The Company's Operations Manager shall serve as the Director of the PSA Program pursuant to the District's Operating Plan and shall report to the District's office/headquarters. The Company shall provide at its expense, one or more sites in or adjacent to the District for the storage and maintenance of all equipment and materials and for the mobilization of employees required by the PSA Program.

The District will also enter into contracts for a Clean Sweep Ambassador Program, a Landscape Program and a Graffiti Removal Program. The Company shall be responsible for coordinating its operations with all other companies working under contract with the District and with appropriate City agencies.

#### **V. THE PROPOSAL PROCESS**

##### **(a) Summary**

All Proposers are invited to bid on any or all portions of the PSA Program set forth in this Request for Proposals.

See "Appendix B" for a Timeline of Key Dates for this process.

The proposal process will involve three steps: (A) a pre-proposal conference; (B) a submission of a statement of qualifications (the qualifications phase); and (C) the submission by qualified Proposers of detailed proposals.

##### **A) The Pre-Proposal Conference**

A mandatory pre-proposal conference will be held on Thursday, March 20, 2026 at 10:00 a.m. in the 17th floor conference center at Reinhart Boerner Van Deuren s.c. located at 1000 North Water Street, Milwaukee, WI.

##### **B) Pre-Qualification Phase**

All interested Proposers should bring evidence of qualifications including a brief description of capabilities and at least three letters of reference to the Pre-Proposal Conference described in A) above.

C) Proposals

Following receipt of the statements of qualifications, the District will evaluate the qualifications of each of the interested Proposers, and select qualified Proposers from whom the District will request detailed proposals. The District may recommend a team of Proposers to work together in submitting one joint proposal.

On April 8, 2026, the District shall invite those Proposers who qualify to submit a detailed proposal according to the specifications outlined in this document.

1. Each Proposer should carefully examine all requirements in this Request for Proposals and any and all Exhibits, Appendices, Addenda or other revisions. Should the Proposer find discrepancies, ambiguities in, or omissions from these documents, or should the Proposer be in doubt as to their meaning, the Proposer shall at once, and in any event no later than April 10, 2016 at noon, submit to the District at the address specified below, a written request for interpretation or correction thereof. No allowance will be made, after the proposals are received, for oversight, omission, error, or mistake by the Proposer.
2. All proposals from qualified Proposers must be received both in the office of and by email to

Deborah C. Tomczyk, Esq.  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, Suite 1700  
Milwaukee, WI 53202  
414-298-8331  
Email: CWirkkula@reinhartlaw.com

on Friday, April 17, 2026 no later than noon. The District reserves the right to reject any proposal received after that time.

3. Submission of Proposal:
  - a. All proposals shall be submitted with nine (9) hard copies and electronically via email.
  - b. Following receipt of written proposals, the District may thereafter select those proposals which, in its sole judgment, qualify as finalists and request those Proposers to make oral presentations to

representatives of the District during the week of April 23, 2026 and prior to the final selection of the Company.

(b) Required Submittals

Each qualified Proposer shall submit, at a minimum, all of the following information as part of its proposal, and proposals should be organized in the following sequence:

1. A detailed narrative describing how the Proposer will provide staff, training, management, supervision, equipment, and materials to serve the District's goals of clean, safe and welcoming.
2. A completed Staffing and Cost Analysis Form (Exhibit A), including the number of full-time equivalent employees and other Company personnel, the amount of hours to be worked and the various costs necessary to perform the "Work" as defined in this Request for Proposals and Appendices.
3. A completed Job Classifications & Pay Rates form (Exhibit B), including a listing of all types of employees required to fulfill each of the types of "Work" as defined in this Request for Proposals and Appendices and the hourly pay rates and shift differential for overtime, if any, weekend and holiday pay.
4. A completed Equipment Schedule (Exhibit C), including the types, models and number of pieces of equipment and type of substances which will be necessary to perform the "Work" as defined in this Request for Proposals and Appendices. Include narrative detail on how equipment will be maintained, serviced and stored.
5. A completed Annual Costs of Operation and Company Fee (Exhibit D).
6. The name and resume of the proposed Operations Manager who will serve as the Director of PSA Program. As part of the selection process, the District may request an interview with the proposed Operations Manager.
7. A listing of each location proposed as a base of operations for the storage of equipment, materials, employee mobilization, and a statement by the Proposer either that these sites are sufficient for the Proposer to meet all the requirements of this Request for Proposals and that the Proposer will not require reimbursement as a Cost of Operation for these facilities or a statement to the effect that the Proposer will, to fulfill the terms of this Request for Proposals, be required to lease additional space. Proposers who propose to lease additional space to fulfill the terms and conditions of this Request for Proposals should complete Lines 21, 22 and 23 of Exhibit A and Line L of Exhibit D, indicating the cost and amount of required additional space.
8. Listing of all proposed subcontractors, if any.

9. The selected Company may be required, at the District's sole option, to post a performance bond in the amount of \$1 million. Such bond must be issued by a company legally authorized to conduct business and issue surety bonds in the State of Wisconsin and which company, of itself, has a bonding capacity at least equal to the amount of the base proposal upon which the bond is issued. The bonding capacity is to be determined by reference to current reports and the evaluation of the Insurance Department of the State of Wisconsin.
10. A detailed description of the form of accounting control practices that will be employed to assure timely and accurate accounting of all receipts, payroll and other expenses, income and disbursements with respect to the PSA Program.
11. Letters of recommendation from owners of properties served by the Proposer and other appropriate parties attesting to the Proposer's and proposed Operations Manager's ability and competence in the operation and management of PSA or similar programs.
12. A statement indicating the Proposer's ability and agreement to conform to all the requirements outlined in this Request for Proposals.
13. A statement that the Company shall fully cooperate with such other contractors and fit its own work to that provided under other contracts and shall follow instructions from the CEO of the District.
14. The District, in consultation with the Company, will specify for PSA personnel a distinguishing uniform or insignia, identifying these individuals as associated with the District. The cost of these uniforms or insignias will be a Cost of Operations. The Company shall be responsible for the ordering, fitting, replacement and cleaning of uniforms, such that a neat and presentable uniform presence of the workers and supervisors is maintained.

(c) Selection Process

The District, based solely on its own judgment and opinion, and considering any other factors it deems relevant, reserves the right to determine whether a Proposer has demonstrated the clear ability and provided the necessary qualifications to manage and operate the PSA Program in a high quality manner. All proposals shall receive careful, impartial consideration. The District intends to select as the Company that qualified Proposer who will provide the District with the most cost effective responsible proposal and best overall value consistent with all the objectives outlined in this Request for Proposals. The District's selection shall be based, primarily, on technical, management, cost realism, past performance and promotion of the District's clean, safe and welcoming theme. Although costs will be evaluated, the District reserves the right to select other than the low cost proposer.

This RFP shall not impose or create any contractual or other liability on the part of the District.

The District reserves the right, at its sole discretion, to:

- A. Refuse to consider proposals that contain omissions or irregularities, or otherwise fail to comply with these specifications.
- B. Waive omissions or irregularities in any proposal.
- C. Refuse to consider any proposal that contains any conditions and/or contingencies which, in the District's sole judgment, make the proposal indefinite, ambiguous or incomplete.
- D. Accept or reject any and all proposals, in whole or in part, if in the District's sole judgment, its best interests will be served.

## **B. GENERAL CONDITIONS AND OPERATING REQUIREMENTS**

### **VI. TERM OF AGREEMENT**

The District and the Company shall enter into the Agreement on terms mutually acceptable to both parties, which may vary, from the terms of the RFP. The District intends to enter into an Agreement with the Company for a term beginning as of January 1, 2027 and terminating on December 31, 2029, which may, by mutual consent, be extended for additional terms of one (1) year each. The District reserves the right to terminate the Agreement without cause upon thirty (30) days written notice.

In any such extension of this Agreement, the District reserves the right to make minor variations in services that may result in changes to various Costs of Operation. These adjustments to the Costs of Operation in any extended term shall be by mutual consent.

### **VII. COMPENSATION OF COMPANY**

Compensation of the Company for the management and operation of the PSA Program shall be comprised of two components: (a) reimbursement for all eligible Costs of Operation and (b) the Company's fee.

- A. Costs of Operation: The District shall reimburse the Company for all eligible Costs of Operation actually incurred by the Company. Exhibit D, as submitted by the Proposer, shall be considered by the District to be the maximum annual Costs of Operation to be paid by the District. Without the specific written authorization of the District, the Company cannot exceed the total of Line N, Exhibit D. Any Costs of Operation during the term of the Agreement in excess of the total of Line N, Exhibit D which are not approved in writing by the District shall be the obligation solely of the Company.

The District and the Company, by Change Order, may mutually make changes, additions and deletions in the Costs of Operation. Should any changes be made, the Company shall perform the work as changed and shall be paid for such work whether increased or decreased.

- B. Company's Fee: In addition to the eligible Costs of Operation, the District shall pay for the Company's overhead and profit for the management and operation of the PSA Program (Lines D & E, Exhibit D). This portion of the Proposal, Lines D & E, Exhibit D, shall be considered by the District to be a fee binding upon the Proposer and paid by the District for the term of the Agreement.

### **VIII. RESPONSIBILITIES OF COMPANY**

The Company will be fully responsible for all aspects of the operations and management of the PSA Program as an independent contractor.

The Company will provide from its corporate headquarters expert administrative, purchasing and personnel advice, the cost of which will be included in the Company's Fee. It is the responsibility of the Company, in accordance with the directions and instructions issued by the District, to supervise, direct and assume complete responsibility for the day-to-day operations of the PSA Program, and to operate the PSA Program in a first class manner, consistent with the specifications detailed in this document and its related appendices and exhibits.

The Company shall provide and perform all services necessary for the operation of the PSA Program, including but not limited to the following:

- A. Operations
1. The Company will be responsible for the provision of the comprehensive PSA Program as presented in Section III above.
  2. The Company shall provide an Operations Manager fully responsible for all aspects of the operation and management of the PSA Program. The Operations Manager shall be subject to the on-going approval of the District. The Operations Manager shall report to the central office/headquarters of the District.
  3. The Company shall be responsible for the recruitment, selection, screening, continuing training, supervision and termination of all PSA personnel. The Company has sole authority and responsibility to assign, evaluate, discipline and terminate Company employees. The Company shall, in its sole discretion, investigate and promptly respond to any complaints about Company employee conduct and/or performance. The Company shall employ experienced and qualified personnel that meet

the necessary criteria to fulfill the role of ambassadors for the District's clean, safe and welcoming program.

4. The Company, in consultation with the District and with the approval of the District, shall develop a staffing plan for the deployment of its workers to perform all Work.
5. The Company shall promote the clean, safe and welcoming objectives of the District.

**B. Financial**

1. The Company shall keep full, complete and accurate books of account and other records, including employee time cards, reflecting all expenses with respect to the PSA Program. Such books of account and other records shall be kept in accordance with generally accepted accounting principles uniformly applied.
2. The Company shall provide the District and its authorized agents access, at all reasonable times, for itself, its agents, and its accountants, to all records, books of account, vouchers, and other data and information in connection with the business conducted on behalf of the PSA Program for the purpose of ascertaining the correctness of the statements furnished to the District from time to time under the provisions thereof.

**IX. INSURANCE**

1. The Company shall, as a Cost of Operation, provide and maintain the following insurance coverages during the term of the Agreement:
  - Comprehensive General Liability Insurance
  - Automobile Liability Insurance
  - Workers' Compensation Coverage and Employers' Liability Insurance
  - Employee Dishonesty or Blanket Fidelity Crime Coverage

Each of the above (except statutory workers' compensation coverage) shall have limits of at least \$2 million per occurrence and \$4 million aggregate. In the event this coverage is "claims made" coverage and the Agreement is terminated or the insurance carrier changed, the Company shall purchase unlimited "tail coverage" for the benefit of the District. The cost of claims and the defense of claims not covered by insurance shall be the Company's expense and not a Cost of Operations.

2. The Company shall not commence Work until it provides the District with certificates evidencing each coverage for the insurance required above, naming the District as an additional insured and evidencing that the insurance shall not be

canceled unless the District receives thirty (30) days prior written notice of cancellation. The Comprehensive General Liability Insurance and the Employers' Liability Insurance policies shall include language or endorsements evidencing contractual liability and it shall be shown on the certificate(s) of insurance.

3. The Company shall indemnify, defend and hold the District, and its agents, successors, assigns, board members, participating institutions, officers and employees harmless from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees), that arise from or are connected with the provision of services and the negotiation, execution and performance of the Agreement, except as to those acts, errors and omissions that are due to the sole negligence of the District.
4. The Company represents and warrants that it is under no obligation or restriction nor will the Company assume any obligation or restriction which would, in any way, interfere or be inconsistent with the services to be furnished by the Company under this Agreement.

#### **X. COMPLIANCE WITH LAWS AND POLICY OF DIVERSITY**

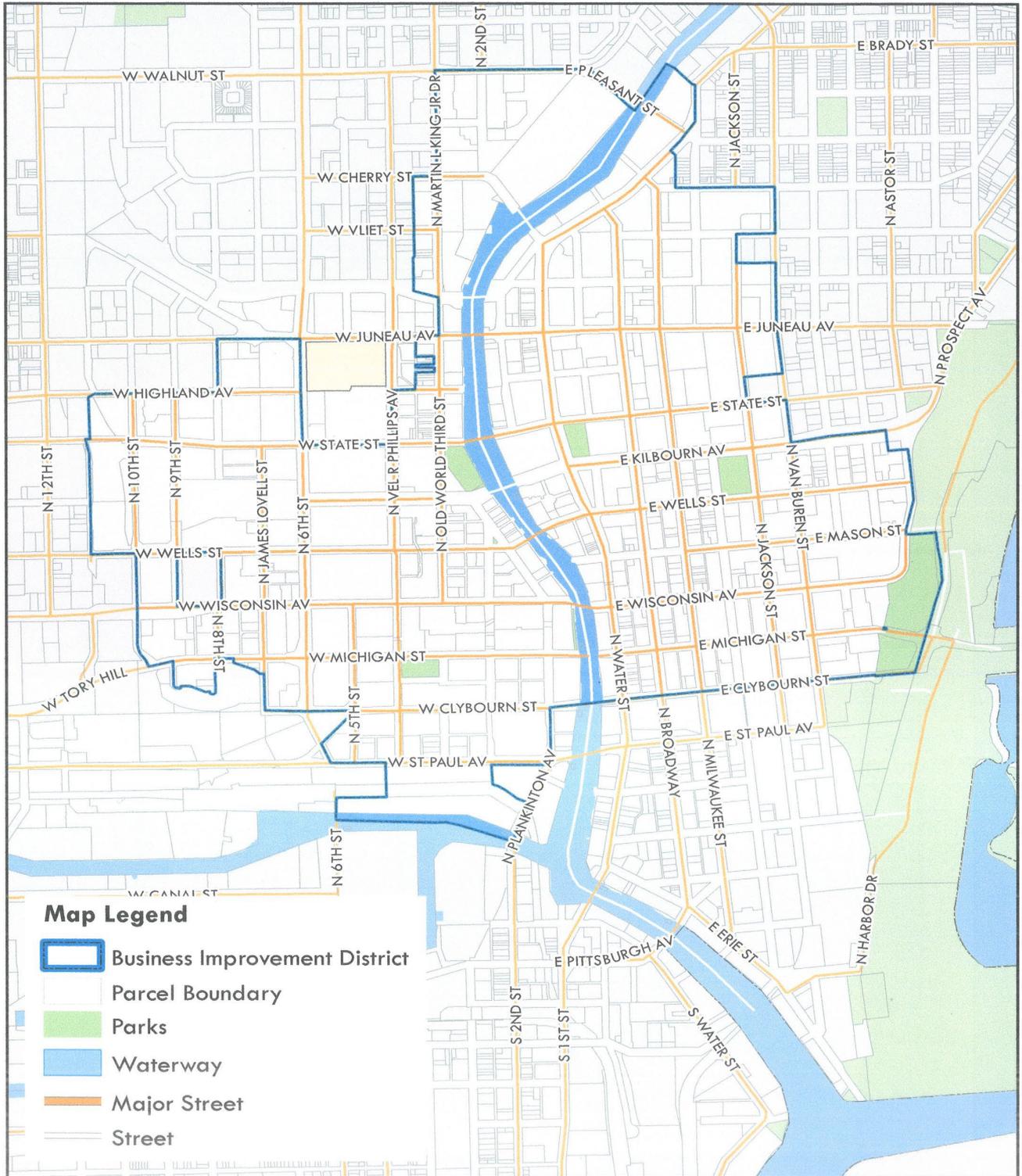
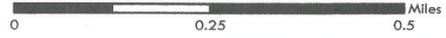
The Company shall at all times comply with all applicable laws, statutes, regulations, codes and ordinances (including, without limitation, immigration and environmental laws and laws pertaining to minimum prevailing wages, fair labor practices, equal employment opportunity and affirmative action), rules, regulations, and orders of the Federal Government, the State of Wisconsin, the City of Milwaukee, and any other governmental entity with jurisdiction over the District, and also shall abide by all rules, regulations, and directives prescribed by the District.

The Company also shall acknowledge the policy of the City of Milwaukee to provide equal employment opportunities to all qualified persons without regard to their race, religion, color, age, disability, sex, national origin, sexual orientation, marital status, membership in the military reserves, creed, ancestry, arrest or conviction record, or use or nonuse of lawful products away from work. In adhering to this policy, compliance is required with the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, and other applicable statutes and regulations relating to equal employment opportunities. This policy represents the a commitment to a nondiscriminatory work environment for all qualified applicants and employees. The District values diversity.

**APPENDIX A**  
**Boundaries of Business Improvement District No. 21**

**BID NO. 21: MILWAUKEE DOWNTOWN**  
**CITY OF MILWAUKEE**

Prepared by the Dept. of City Development Planning Division, 8/12/2020  
 Source: City of Milwaukee Information Technology Management Division;  
 Dept. of City Development Commercial Corridors Team



## **APPENDIX B**

### TIMELINE OF KEY DATES FOR THE PROPOSAL PROCESS

Friday, March 20, 2026 10:00 a.m.	Pre-Proposal Conference 1000 North Water Street 17th Floor Conference Center Milwaukee, WI
Friday, March 20, 2026 10:00 a.m.	Request for Qualifications due at Pre-Proposal Conference
Friday, April 3, 2026	Invitation for Detailed Proposals to be extended to qualified Proposers
Friday, April 10, 2026 noon	Deadline for Proposers to Request Interpretations and/or Clarifications
Friday, April 17, 2026 noon	Deadline for Proposals to be submitted to: Deborah C. Tomczyk, Esq. Reinhart Boerner Van Deuren s.c. 1000 North Water Street, Suite 1700 Milwaukee, WI 53202
Week of April 23, 2026	Selected Proposers to be interviewed
May, 2026	Proposer(s) selected/Agreement executed

**APPENDIX C**

**PROPOSED FORM OF AGREEMENT FOR SERVICES**

**AGREEMENT FOR SERVICES  
(Public Service Ambassadors Program)**

This AGREEMENT FOR SERVICES (the "Agreement") is made as of the 1st day of January, 2027, by and between the BOARD (the "Board") of BUSINESS IMPROVEMENT DISTRICT NO. 21, a business improvement district created pursuant to Wisconsin Statutes section 66.1109 (the "District"), and \_\_\_\_\_ (the "Company").

**RECITALS**

The Board and the Company acknowledge the following:

A. On March 20, 2026, the Board commenced a competitive bidding/request for proposals process for its Public Service Ambassadors Program (the "RFP") inviting third parties to submit proposals for the provision of safety and good will services, supplemental to existing City of Milwaukee police services, within the boundaries of the District as shown on Exhibit A attached hereto (the "District Boundaries"), and for advancing the "clean, safe and welcoming" objectives of the District, all as set forth in the District's initial operating plan adopted by resolution no. 970900 of the Common Council of the City of Milwaukee dated October 14, 1997.

B. The Company submitted a responsive proposal to the RFP, and the Board selected the Company to provide the safety and good will services described in the RFP.

C. The Board and the Company have negotiated terms for an Agreement for Services for the Company to provide safety and goodwill services to the District and to administer the PSA Program, on the terms set forth below.

**AGREEMENTS**

In consideration of the Recitals and mutual covenants contained herein, the Board and the Company agree as follows:

1. Services to be Provided by Company. The Board hereby engages the Company to undertake and/or perform the following services within the District, and the Company hereby agrees to undertake and/or perform such services:

- (a) Increasing the public's comfort and sense of security through a visible, uniformed (but unarmed) presence;
- (b) Daily recurring foot and bicycle patrolling of all sidewalks and riverwalks within the District Boundaries at staffing levels and during hours as designated by the CEO of the District or such other persons designated by the Board (the "CEO "), up to a maximum subtotal of \_\_\_\_ on-duty hours per year;
- (c) Daily recurring assistance of owners, agents, workers, shoppers, diners, sports fans, club-goers and visitors within the District Boundaries. Assistance may include, but shall not be limited to, offering directions and information regarding Milwaukee history and events, assisting with first aid and crime response, addressing issues related to panhandling and homelessness, reporting violations of building and sanitation codes, and generally interacting with individuals in a positive manner conducive to tourist, social and business activity;
- (d) Daily recurring observance and reporting of suspicious behavior within the District Boundaries, including, without limitation, licensing and utilization of incident tracking within the District Boundaries by hand-held mobile devices and/or two-way radios;
- (e) Utilizing hand-held mobile devices in a reliable and comprehensive manner to allow employee tracking, to encourage employee accountability, to facilitate communication and to streamline reporting by equipping each employee with such devices loaded with the Company's custom built software and GPS tracking capabilities, as acceptable to the District, and providing training to all Company employees and to District employees as requested by the CEO;
- (f) Preparing and maintaining daily reports of all activities and observances of Company staff servicing this Agreement;
- (g) Coordinating all services provided by the Company with services provided by the City of Milwaukee Police Department (the "MPD") and any other contractors and/or employees retained by the District to maximize the effectiveness of all security and good will services within District Boundaries;
- (h) Maintaining daily recurring communications among Company staff servicing this Agreement, with District agents, employees and contractors (including, without limitation, the CEO) and with representatives of the MPD;

(i) Daily recurring supplemental cleaning activities while on patrol, including, without limitation, routine litter collection, removal of minor debris and similar light cleaning tasks;

(j) Removal of graffiti, stickers, postings, and other defacements, including both minor and larger-scale tags, where safe and feasible to do so, utilizing appropriate equipment and materials, and coordinating with the District regarding any graffiti or vandalism requiring specialized equipment or third-party support;

(k) Providing support in connection with District-sponsored, seasonal, and special events including, without limitation, Downtown Employee Appreciation Week, Downtown Dining Week, Big Truck Day, Jack O Lantern Jubilee, Heart(beats) of the City, Tunes@Noon, Rainbow Summer, events at the Baird Center, and other events designated by the District, such support to include increased visible presence, crowd assistance, coordination with District staff and public safety agencies, and other support requested by the District; and

(l) Performing all services in a manner that advances the District's clean, safe and welcoming objectives and continues to make Downtown Milwaukee a premier destination of choice to live, work, learn, play and stay.

2. Company Employees.

(a) The Company shall provide an on-site contract administrator acceptable to the District (the "Administrator"), who will serve as the director of the District's Public Service Ambassadors Program as described in any current operating plan of the District and who shall manage, inspect and maintain high quality performance of the Company's obligations pursuant to this Agreement. Prior to commencing work as the Administrator, the Company employee proposed for such position shall be approved in writing by the CEO. The Administrator shall be subject to the ongoing approval of the CEO. The Administrator shall hire and supervise Company staff and serve as a liaison with the CEO, and, at her option, with City departments. The Administrator shall work exclusively out of the District's office and shall meet with the CEO at least once each business day. The Administrator shall report to and receive instruction from the CEO. The Administrator (or another designee of the Company acceptable to the CEO) shall be on-call 24 hours a day to respond to emergencies identified by the CEO.

(b) The Company shall provide, train and manage two full-time supervisors who shall supervise all other Company staff servicing this

Agreement. At least one such supervisor shall be on duty at all times that other Company staff are on duty.

(c) The Company shall provide, during the hours of \_\_\_\_\_ through \_\_\_\_\_, Monday through Friday, one swing shift dispatcher to provide receptionist services for all District activities, to coordinate communications among Company staff from a communications desk at the District's office and to assist the CEO with special projects, including, without limitation, mass mailings.

(d) The Company shall provide, train, manage and supervise a minimum of \_\_\_ full-time equivalent staff persons who shall serve as Public Service Ambassadors as described in this Agreement.

(e) The Company shall designate and provide at least one dedicated and appropriately trained homeless outreach public service ambassador, who shall work in coordination and collaboration with Milwaukee County Housing Division and other relevant governmental or community partners identified by the District to assist individuals experiencing homelessness.

(f) Subject to restrictions imposed by weather and redeployment as necessary in the reasonable judgment of the CEO, the current plan for deploying Company staff is described on Exhibit B attached hereto. The Company agrees to modify the deployment of Company staff upon the request of the CEO.

(g) No Company employee may drive a motor vehicle while on duty unless approved by the CEO as a driver in advance in writing (provided such approval shall not be unreasonably withheld) and unless covered by the Company's automobile liability insurance. Upon request by the CEO, the Company shall provide to the CEO a copy of any Company-sponsored driver's driver license, a copy of such driver's driving and insurance record and any other information deemed reasonably necessary by the CEO.

(h) No Company employee shall carry or use any dangerous weapon while performing Company obligations pursuant to this Agreement. For purposes of this subparagraph, a "dangerous weapon" shall be deemed to include, but not be limited to, a gun or other firearm, a knife, a night stick, a billy club or a vicious animal.

(i) The Company is authorized to engage qualified consultants, with the prior written approval of the Board, to assist in providing the services described in this Agreement and at no additional cost to the District.

Unless otherwise agreed, all such consultants shall be subcontractors of the Company and all employees of any subcontractors shall be deemed employees of such subcontractor (and not of the District). The Company shall be responsible for the performance of its subcontractors and for their compliance with the terms of this Agreement.

(j) The Company agrees to accept and consider employment applications from individuals identified by minority and/or disadvantaged employment agencies or programs as designated by the Board.

(k) The Company acknowledges that the District's operational needs may vary seasonally and in connection with special events, including increased activity during the summer months, holiday programming, the Jingle Bus, and other District-sponsored initiatives. The Company shall work collaboratively with the District to adjust staffing levels, deployment schedules, and service coverage to respond to such seasonal and event-based demands.

### 3. Company Equipment and Supplies.

(a) Equipment and Supplies. The parties acknowledge that certain equipment and supplies are necessary to fulfill the Company's obligations under this Agreement. The Company hereby agrees, as a condition to the District's obligations under this Agreement, to purchase and utilize the equipment and supplies described on Exhibit C attached hereto or substantially similar items (collectively, the "Equipment").

(b) Maintenance and Repairs. The Company shall be solely responsible for maintaining, repairing and replacing the Equipment. Such Equipment shall be maintained in a first-class, good, functional and safe operating condition and in compliance with manufacturer instructions and recommendations and all applicable federal, state and local laws, regulations, codes and ordinances.

(c) Storage. The Company shall be solely responsible for storing the Equipment. The Company agrees to store such Equipment in secure areas accessible to District and Company employees within the District Boundaries. The Company shall provide the CEO with keys and/or security cards as necessary to access the Equipment.

(d) Additional Use of Equipment. When not in use by the Company to provide services pursuant to this Agreement, the CEO may authorize other District employees, contractors, subcontractors or agents to use the Equipment, provided that the Equipment is used solely to facilitate

implementation of any current operating plan of the District. The Company shall be responsible for any use of the Equipment by the Company. However, other contractors, subcontractors and agents of the District shall be solely responsible for their use of the Equipment, and the District shall be solely responsible for use of the Equipment by its employees.

(e) Option to Purchase. Upon termination of this Agreement, the Board may purchase all or any portion of the Equipment owned by the Company. Within five days following termination of this Agreement, the Board shall provide written notice to the Company of its intent to purchase any specified Equipment. The Board shall then have ten days to inspect the Equipment that it intends to purchase, and the Board shall have no obligation to purchase such Equipment unless the Board approves its condition within the ten-day inspection period. If the Board determines that the condition of the Equipment intended to be purchased is acceptable, the Board shall pay to the Company the value of such Equipment as determined by a third party appraiser mutually acceptable to the parties. In no event shall the cost of the Equipment to be purchased exceed the original cost of such Equipment to the Company less amounts previously paid by the Board to the Company for such Equipment as reimbursable costs of operation pursuant to Section 13(c) below. Upon receipt of such payment, the Company shall immediately convey the Equipment purchased to the Board, free and clear of all liens and encumbrances.

4. Changes in Services to be Provided by the Company. The Board and the Company may, by written change order signed by both parties, change, add to or delete the services to be provided pursuant to this Agreement. Upon execution of such change order, the Company shall perform the services called for under this Agreement as changed, and the Board shall adjust the compensation described in Section 13 below accordingly and pay the Company for such changed work.

5. Uniforms and Logo. The Board, in consultation with the Company, shall specify a distinguishing uniform (including an insignia with the logo for the District) for Company staff providing services pursuant to this Agreement. The Company shall order, fit, repair, maintain, replace and clean such uniforms in a manner such that Company staff present a neat and professional uniformed appearance. All Company staff servicing this Agreement shall wear the distinguishing uniform at all times they are on duty. In addition, the Company shall permanently affix the District's logo to all large-scale Equipment.

6. Training. The Company shall train each employee in safety, information and public relations services and use of the Equipment prior to such employee commencing services pursuant to this Agreement. All training shall be

developed and maintained in consultation with the CEO. Company-designed training shall include, without limitation, general duties, legal authority, field note-taking, reports and report writing, radio and telephone communications, human and public relations, fire protection and life safety and uniform appearance and maintenance. In addition, the District, in cooperation with the Grand Avenue, the MPD, the Visit Milwaukee and other City of Milwaukee departments, will develop an intensive three-week training program that must be completed by every individual providing services related to this Agreement. District-approved training shall focus on available City services, preventing and reporting crime, dealing with panhandlers and the homeless, applicable sanitation and building codes, radio communications, first aid and CPR, Milwaukee history and local attractions, ongoing economic development, general communications skills and interactions with residents and visitors. Finally, the Company shall continue on-going in service training of its employees throughout the term of this Agreement.

7. Cooperation of the Company. The Company, its Administrator and other staff shall fully cooperate with District employees, and other contractors, subcontractors and agents retained by the District. The Company shall provide its services pursuant to this Agreement in a manner reasonably consistent with, and to facilitate work by District employees and other contractors, subcontractors and agents of the District. The Company hereby waives any claims against the District for additional compensation or payments due to delays or other conditions created by other contractors, subcontractors or agents of the District.

8. Standard of Performance. The Company shall perform all of its obligations and covenants set forth in this Agreement in compliance with any and all applicable federal, state and local laws, statutes, codes and ordinances, including, without limitation, those dealing with the environment, immigration, minimum prevailing wages, fair labor practices, equal employment opportunity and affirmative action. The Company shall obtain and maintain in full force any and all licenses, permits and approvals necessary for the Company to perform all of its obligations under this Agreement (including, without limitation, necessary registrations of security officers with the State of Wisconsin). The Company also shall perform all of its obligations and covenants set forth in this Agreement in a good and workmanlike manner at a first class level of quality. The Company shall avoid interfering with the business and other operations of any property owners and/or tenants in the District. The Company shall monitor the performance of each of its employees servicing this Agreement and regularly inspect, critique and, as necessary, upgrade the work of its employees. Mere technical provision of the services set forth in this Agreement shall not be deemed full performance by the Company; the Company shall also perform its obligations in a manner which advances the clean, safe and welcoming objectives of the District and creates an

environment conducive to tourist, social and business activities, all as set forth in any current operating plan of the District. The Company covenants that it shall abide by all rules, regulations, policies and directives developed and/or adopted by the Board, provided that such rules, regulations, policies and directives do not significantly increase the Company's cost of operations under this Agreement. The CEO shall resolve any and all disputes which may arise as to the manner of performance and rate of progress of the services described in this Agreement and the advancement of the District's clean, safe and welcoming objectives.

9. Insurance. The Company shall, at its expense, provide and maintain the following primary insurance coverages during the term of this Agreement: (a) comprehensive general liability insurance; (b) automobile liability insurance; (c) workers' compensation coverage and employers' liability insurance; and (d) employee dishonesty or blanket fidelity crime coverage. Each such policy (except statutory workers' compensation coverage) shall have limits of not less than \$2 million per occurrence and \$4 million aggregate. In the event this coverage is "claims made" coverage and the Agreement is terminated or the insurance carrier changed, the Company shall purchase unlimited "tail coverage" for the benefit of the District. The Company shall not commence work under this Agreement until it provides the CEO with certificates evidencing each coverage for the insurance set forth in this paragraph, naming the Board and the District as additional insureds and evidencing that the insurance shall not be canceled or materially changed unless the CEO receives 30 days prior written notice. The comprehensive general liability insurance and the employers' liability insurance policies shall include language or endorsements evidencing contractual liability which shall be shown on the certificates of insurance. The Company naming of the Board and the District as additional insureds in its insurance policies pursuant to this Agreement shall afford coverage only for the negligent or wrongful performance of activity by the Company for the Board and the District pursuant to this Agreement, be limited by the terms and conditions appearing in the Agreement and, in no event, be construed for any purpose so as to make the Company or its insurer liable for the acts or omissions of the Board and the District.

10. Repairing Damage. The Company shall, at its sole cost, promptly repair or replace any property damaged, scarred or disfigured by the Company, its employees or agents as a result of the Company's provision of services pursuant to this Agreement. Any costs incurred by the Company in performing its obligations under this paragraph shall not be reimbursable costs of operation.

11. Indemnity. The Company shall indemnify, defend and hold the District, the Board, its members, officers, employees, agents, contractors and

subcontractors, harmless from and against any and all actions, claims, costs (including, without limitation, attorneys and consultants fees and court costs), demands, damages, expenses and liabilities arising from or related to this Agreement, including, without limitation any claim by Company employees or arising from acts or omissions of Company employees or claim for violations of any applicable federal, state or local laws, regulations, codes or ordinances but excepting acts or omissions due to the gross misconduct or gross negligence of the District. This indemnity shall survive termination of this Agreement.

12. Term. Except as otherwise set forth herein to the contrary, the term of this Agreement shall commence on January 1, 2027 and terminate at midnight on December 31, 2029. The Board may terminate this Agreement immediately upon written notice to the Company if the Company breaches this Agreement. Notwithstanding anything herein to the contrary, the Board may terminate this Agreement, without cause and in its sole discretion, upon 30 days prior written notice to the Company; in which event, the obligations of both parties pursuant to this Agreement shall continue through the termination of this Agreement. The Company may not terminate this Agreement prior to expiration of its term.

13. Compensation. Upon full performance of the Company's obligations and covenants set forth in this Agreement, the Board shall pay compensation to the Company as follows.

(a) The Company shall invoice the Board for wages and costs for hours preapproved by the CEO and actually worked, at the billing rates set forth on Exhibit E attached hereto. Wage rates set forth on Exhibit E represent the wages actually paid to each Public Service Ambassador for hours worked. The differential between the billing rates and wage rates set forth on Exhibit E shall constitute any and all additional costs actually incurred by and due to the Company for managing and operating the Public Service Ambassador Program described in the District's current operating plan and this Agreement (other than wages and equipment expenses described in subsection (b) below, but including all other employee costs and benefits, supplies, transportation, insurance premiums, storage costs, uniform costs, fees, mark-ups, overhead and profit). The Company shall pass any of its direct expenses (such as wages, other employee costs and benefits, supplies, transportation, insurance premiums, storage costs and uniform costs) through to the District at the Company's cost, without any additional mark-up, overhead or profit. Hours actually worked multiplied by the applicable billing rates set forth on Exhibit E (plus equipment expenses described in subsection (b) below) shall be the only amounts due from the District to the Company under this Agreement.

(b) In addition to paying the Company hours preapproved and actually worked at the billing rates set forth on the attached Exhibit E, the Board shall pay the Company bi-weekly installments of \$ \_\_\_\_\_, not to exceed \$ \_\_\_\_\_ annually, as full reimbursement for all equipment and supplies necessary to service this Agreement as further described on the attached Exhibit D, as well as anticipated employee performance bonuses. Amounts due for equipment and supplies under this subsection shall remain consistent throughout the term of this Agreement and shall not increase. Amounts relating to employee performance bonuses may be approved by the CEO from time to time, but are anticipated to remain consistent throughout the term of this Agreement and not to increase.

(c) The total costs and fees described in this Section for all hours worked and all Company costs (including costs for equipment and supplies, fees, mark-ups, overhead and profit) shall be the maximum total annual costs and fees to be paid by the Board to the Company under this Agreement. The Company guarantees the following maximum total annual costs and fees: \$ \_\_\_\_\_ in 2027, \$ \_\_\_\_\_ in 2028 and \$ \_\_\_\_\_ in 2029. Without specific written authorization of the Board, the Company shall not be entitled to reimbursement for any costs or fees that exceed the total costs and fees set forth in this Section and on Exhibits D and E. Any costs and fees incurred by the Company during the term of this Agreement in excess of the total costs and fees specified in this Section and on Exhibits D and E which are not approved in writing by the Executive Director shall be the sole obligation of the Company.

(d) Within five days of the first day of any bi-weekly period during the term of this Agreement, the Company shall submit to the CEO bills, invoices or receipts for all reimbursable costs of operation actually incurred in the previous bi-weekly period consisting of hours worked at the billing rates set forth on Exhibit E and equipment costs set forth in subsection (b) above. The CEO may, in her sole discretion, verify all bills, invoices and receipts and reject any irregular or improper bill, invoice or receipt; provided that the CEO shall explain to the Company, in writing, the reason for rejection of any bill, invoice or receipt. Within 15 days following receipt of the Company's bills, invoices and receipts for any bi-weekly period, the CEO shall cause the Company to be reimbursed for all verified bills, invoices and receipts and for the Company's fees due.

(e) The Company shall maintain full, complete and accurate books of account and other records, including, without limitation, employee time cards, reflecting all costs and expenses actually incurred by it in connection with the Public Service Ambassadors Program described in the current operating plan of the District and in this Agreement. Such books of account and

other records shall be maintained in accordance with generally accepted accounting principles. The Company shall provide to the Board, the CEO and their authorized representatives access, at all reasonable times, to all records, books of account, vouchers and other data and information in connection with the Public Service Ambassador Program for the purpose of ascertaining the accuracy of the bills, invoices and receipts furnished to the District from time to time. Upon request of the Board or the CEO, the Company shall provide audited financial statements related to the Public Service Ambassadors Program prepared by an independent certified public accountant. The Company shall be responsible for additional costs attributable to preparation of such audited financial statements only if the audit discloses inaccuracies or deficiencies to the extent of 2% or greater in the Company's accounting practices.

14. Company as Independent Contractor. Nothing in this Agreement shall be deemed or construed as creating a partnership or joint venture between the parties or an employee/employer relationship between the parties. The relationship of the Company to the Board shall be that of an independent contractor. The Company shall be solely responsible for the requirements, selection, screening, continuing training, supervision and termination of all staff servicing this Agreement (including, without limitation, conducting and evaluating background investigations). The Company also shall be solely responsible for preparation and maintenance of employee instructions and a manual of Operating Rules and Procedures. The Company has the sole authority and responsibility to assign, evaluate, discipline and terminate its employees. However, the Company shall, in its sole discretion, promptly respond to and investigate any complaints about Company employee conduct and/or performance related to this Agreement. The Company shall employ experienced, competent and qualified personnel that meet the criteria to fulfill the role of Public Service Ambassadors set forth in the current operating plan for the District.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

16. Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

17. No Waiver. No waiver of any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

18. Notices. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests shall be sent by email, United

States registered or certified mail, postage prepaid, or by an independent overnight courier service, addressed as follows:

To the Board: Matt Dorner, CEO  
Business Improvement District No. 21  
301 W. Wisconsin Avenue, Suite 106  
Milwaukee, WI 53202  
Email: mdorner@milwaukeedowntown.com

To the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Amendment. This Agreement may not be altered, amended, changed, waived or modified in any respect, unless the same shall be in writing signed by or on behalf of both of the parties hereto.

20. Successors and Assigns. The Board may assign (or partially assign) its interest in this Agreement at any time, provided that it notifies the Company of such assignment within a reasonable time thereof. The Company may not assign its interest in this Agreement to any party, whether by operation of law or otherwise, without the prior written consent of the Board which may be withheld in the Board's sole discretion. The Company may not subcontract all or any portion of its obligations under this Agreement without the prior written consent of the Board which may be withheld in the Board's sole discretion. The covenants and agreements herein contained shall bind and inure to the benefit of the parties and their permitted successors and assigns.

BOARD OF BUSINESS  
IMPROVEMENT DISTRICT NO. 21

BY \_\_\_\_\_  
Tammy Babisch, Chair

\_\_\_\_\_  
BY \_\_\_\_\_  
Its \_\_\_\_\_



EXHIBIT A: Staffing and Cost Analysis Form

Please complete the following form indicating the hours, numbers and costs associated on an annual basis for all work specified in this Request for Proposals and Appendices. Please note that all costs shall be estimated on an ANNUAL basis, not for the entire term of the Agreement.

**Daily power sweeping, vacuuming, cleaning, power washing and supporting special projects**

Number of FTEs	_____ (1)
FTE Average Hourly Rate	\$_____ (2)
FTE Average Holiday and Vacation Hourly Rate	\$_____ (3)
Total Payroll Taxes and Benefits of FTEs (Including Worker's Compensation)	\$_____ (4)
Subtotal	\$_____ (5)
Average Loaded Hourly Pay Rate	\$_____ (6)

**Salaries of Management and Support Personnel**

Salary of Operations Manager	\$_____ (7)
Payroll Taxes and Benefits of Operations Manager (Including Workers' Compensation)	\$_____ (8)
Salary of Supervisors	\$_____ (9)
Payroll Taxes and Benefits of Supervisors (Including Workers' Compensation)	\$_____ (10)
Subtotal	\$_____ (11)

**Equipment, Supplies, Uniforms, Transportation and Storage Costs**

Manual Sidewalk/Riverwalk Maintenance Equipment	\$_____ (12)
Power Sweeping and Washing	\$_____ (13)
Cleaning Supplies	\$_____ (14)
Uniforms and Protective clothing	\$_____ (15)
Overhead for Uniform Fitting	\$_____ (16)
Office Costs	\$_____ (17)
Transportation:	
Number of Vehicles	_____ (18)
Cost per Vehicle	\$_____ (19)
Total Cost of Vehicles	\$_____ (20)
Additional Storage Space (If Required) Number of Square Feet	_____ (21)
Additional Storage Space (If Required) Cost per Square Foot	\$_____ (22)
Total Cost of additional storage space (If Required)	\$_____ (23)
Subtotal	\$_____ (24)
<b><u>TOTALS</u></b>	
Total Number of FTEs	\$_____ (25)
Total Cost of Operations: =	\$_____ (26)

## Exhibit B: Job Classifications and Pay Rates

Please list the type and number of all employees including supervisors required to fulfill each of the areas of "Work" as defined in this Request For Proposals and Appendices. Also list the hourly pay rates for each type of employee and each job classification and the shift differential, if any, for overtime, weekend and holiday pay.

### Exhibit C: Equipment Schedule

Please specify the following information for each proposed piece of equipment required to perform the Work specified in this Request For Proposals. Please prepare on a spreadsheet format:

1. Model name and number
2. Quantity
3. Unit cost
4. Average life expectancy when maintained in a first-class manner
5. Amortization schedule for a period not to exceed five years
6. Subtotal of the first year proposed itemized equipment amortization – cost shall equal the figure entered in Exhibit D.
7. Equipment Purpose

Exhibit D: Annual Costs of Operation and Company Fee

COSTS OF OPERATION

- Salaries, Benefits, Payroll Taxes and Workers Compensation:
  - Operations Manager \$\_\_\_\_\_(A)
  - Supervisors \$\_\_\_\_\_(B)
  - Workers \$\_\_\_\_\_(C)
- Company's Fee:
  - Overhead \$\_\_\_\_\_(D)
  - Profit \$\_\_\_\_\_(E)
- Sub-Total \$\_\_\_\_\_(F)
- Uniforms (Workers and Supervisors)  
(Includes fitting, maintenance, cleaning, replacement) \$\_\_\_\_\_(G)
- Supplies \$\_\_\_\_\_(H)
- Equipment \$\_\_\_\_\_(I)
- Office Costs \$\_\_\_\_\_(J)
- Transportation \$\_\_\_\_\_(K)
- Storage Space \$\_\_\_\_\_(L)
- Other Costs (Please explain on separate attachment) \$\_\_\_\_\_(M)
- Total \$\_\_\_\_\_(N)
- Total Number of FTEs \$\_\_\_\_\_(O)

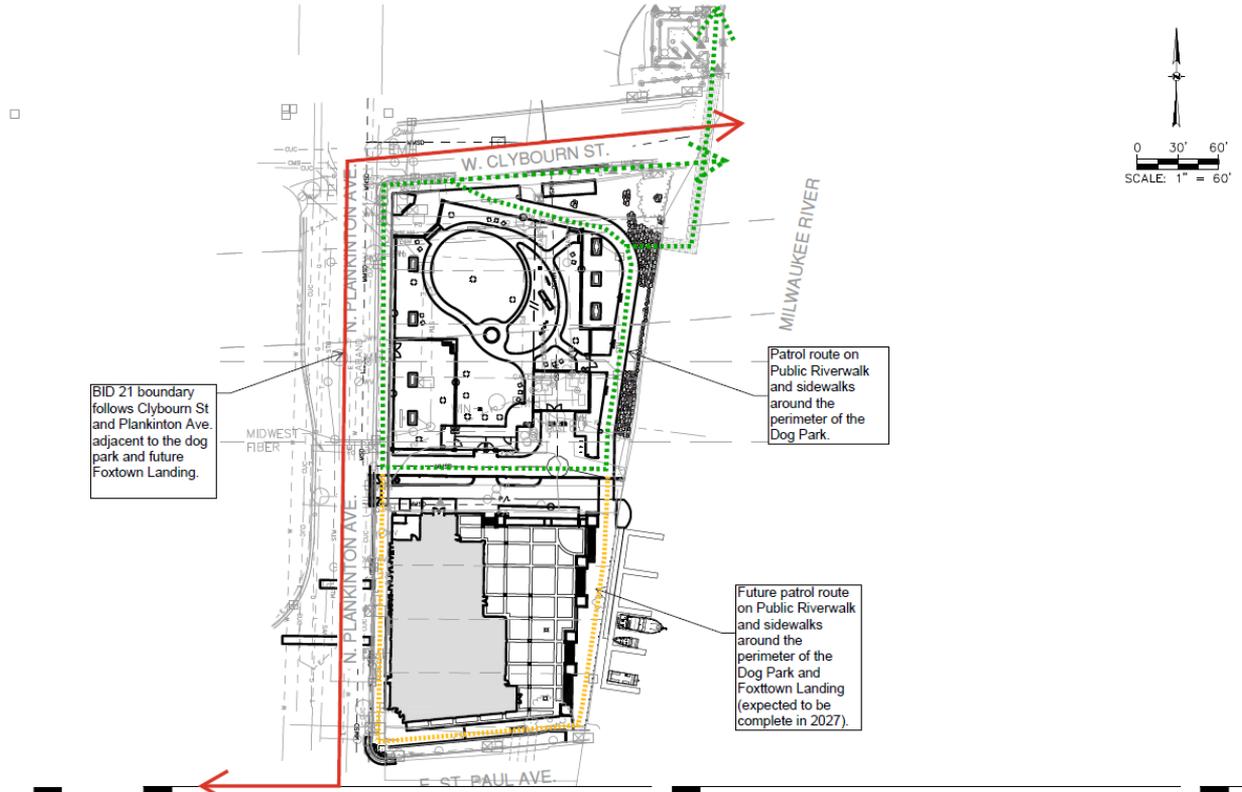
Exhibit E: Wage Rates

[Wage Rates to Be Attached]

## Exhibit F: Training Plan

In addition, the parties acknowledge that additional training of Company management personnel advances the goals and objectives of the District's Public Service Ambassador Program. Accordingly, the Company, for no additional costs and fees to the District other than those specified in Section 13 of the Agreement, shall reimburse its Administrator and any full-time supervisors providing services under the Agreement for any tuition fees or costs incurred by such personnel to obtain additional training that enhances services provided by the Company under this Agreement.

# Exhibit F: Depiction of Patrol Perimeter Around Foxtown and Dog Park



PROJECT NUMBER: 2020-0214.14  
DATE: 03-03-2026

PROJECT TITLE: DOWNTOWN MILWAUKEE EXERCISE AREA, RIVER WALK EXTENSION AND FOXTOWN LANDING