OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

SCOTT WALKER • COUNTY EXECUTIVE

Date: September 22, 2010

To: Lee Holloway, Chairman, County Board

From: Scott Walker, County Executive

Subject: **Appointment to the Local Emergency Planning Committee**

Subject to the confirmation of your Honorable Body and pursuant to the provisions set forth in Title III of the Superfund Amendment and Reauthorization Act of 1986, Resolution File 88-788, I am hereby appointing Mr. Mark A. Rohlfing, Chief – Milwaukee Fire Department, to serve on the Milwaukee County Local Emergency Planning Committee as the HazMat Team representative. He will take the position previously held by Chief William Wentland.

Chief Rohlfing's resume is attached for your review.

Your consideration and confirmation would be appreciated.

Scott Walker
Milwaukee County Executive

SKW/bn

cc: Willie Johnson Jr., Chair Judiciary, Safety and General Services Committee
County Board of Supervisors
Terry Cooley
Carol Mueller
Linda Durham
Carl Stenbol
Lisa Sherman
Chief Mark A. Rohlfing, MFD

ROOM 306, COURTHOUSE • 901 NORTH 9TH STREET • MILWAUKEE, WISCONSIN 53233
PHONE: 414-278-4211 • FAX: 414-223-1375

Mark A. Rohlfing

711 West Wells Street.
Milwaukee, WI
mrohlf@milwaukee.gov
414-286-8947

EDUCATION:

Grand Canyon University, Phoenix, AZ — 2008
Master of Science Degree in Executive Fire Leadership

National Fire Academy, Emmetsburg, MD
Graduate of the Executive Fire Officer Program — 2002
Executive Development — 8/1999
Strategic Management of Change — 8/2000
Executive Administration — 5/2001
Executive Leadership — 2/2002

University of Nebraska-Omaha, Omaha, NE
Associates Degree — 1989
Fire Protection Technology Degree — G.P.A. 3.87
Credits earned: 69

University of Nebraska-Kearney, Kearney, NE
Bachelor of Arts Degree — 1981
Graduated Magna Cum Laude — G.P.A. 3.76
Major: Political Science
Minor: Psychology
Credits earned: 131

North High School graduate, Omaha, NE — 1977

EXPERIENCE:

Fire Chief
Milwaukee Fire Department, Milwaukee, WI
Responsible for all aspects of the Milwaukee Fire Department. Manage, plan, direct and oversee all activities for the department, including fire suppression, fire prevention, emergency medical services, and fire safety education. Promote excellent customer service. Provide vision and leadership for the development and review of the department's long-term strategic plan. Develop and direct fire department policy, procedures, rules, regulations, programs, systems, operations, goals, and objectives. Advise the Mayor, Fire & Police Commission, and City Council on issues related to the Fire Department and public safety.

Fire Chief 12/07-4/10
Rapid City Department of Fire & Rescue, Rapid City, SD

Responsible for all aspects of the Rapid City Fire Department. Manage, plan, direct and oversee all activities for the department, including fire suppression, fire prevention, emergency medical services, and fire safety education. Promote excellent customer service. Oversee recruitment, selection, supervision, promotion, discipline, training, and review for all fire, emergency medical service, and support personnel. Provide vision and leadership for the development and review of the department's long-term strategic plan. Develop and direct fire department policy, procedures, rules, regulations, programs, systems, operations, goals, and objectives. Serve as incident commander at major emergency operations. Advise the Mayor and City Council on issues related to the Fire Department and public safety. Represent the city and the department as the primary authority regarding fire and rescue services, and participate in intergovernmental activities including the coordination of mutual aid agreements. Using sound fiscal practices with budgetary constraints in mind, develop the Rapid City Fire Department and the Rapid City Emergency Medical Services Enterprise Fund budgets, and submit to the Mayor for approval. Concurrently monitor these two Rapid City Fire Department budgets. The Rapid City EMS Enterprise Fund is not tax-supported, and is completely self-funded through patient billing. Initiate and oversee grant application and submission; administer grants, annual budget, and capital expenditures requests.

Omaha Fire Department, 1516 Jackson, Omaha, NE 5/83 – 11/07
(Position progression as follows)

Assistant Fire Chief	(2003 - 2007)
Battalion Chief	(1997 - 2003)
Captain	(1990 - 1997)
Fire Apparatus Engineer	(1987 - 1990)
Firefighter	(1983 - 1987)

Serve in vital leadership role as integral part of the OFD Management Team, assisting in developing departmental policy, strategic planning and budgeting. Supervise 200 fire suppression personnel, 15 bureau personnel and 15 civilian personnel. Serve as the "B" Shift Operations Assistant Chief. Solely responsible for department personnel placement and transfers. Oversee the Training Bureau, Emergency Medical Service Bureau and the Fire Investigation Bureau. Member of the department's Budget Committee, planning, administering, and monitoring the department's $72,000,000 annual budget.

Handle media relations, give interviews and hold press conferences in communicating emergency situations to the public.

Serve as an integral part of the selection process for new candidates and promotional decisions within the entire Department. Interview and assess candidates based on selection criteria to obtain the best candidate for each position; make recommendations to Fire Chief. Value, promote and foster diversity within the fire service guided by the City of Omaha's Affirmative Action Policy and my personal quest to diversify crews under my supervision.

Former Assistant Chief responsible for the Training Bureau and former Training Chief. Served as OFD's senior member serving vital leadership function on the Police/Fire Training Center Committee composed of numerous professionals from diverse areas of expertise (architects, engineers, police officers, contract administrators, etc.); project completed 2008. Travel to various sites in the U.S., assessing, comparing and contrasting comparative training facilities. Demonstrate sound management and administrative skills throughout the process, adjusting departmental goals and desires within an under-funded budget. Through the committee's collaboration and innovation the facility was completed, incorporating a state-of-the-art training tower. Demonstrated exceptional collaborative skills in brokering final agreement for the Training Center. Achieved personal goal for the training center to redefine modes of firefighter training, improve interactions with Omaha Police counterparts, thereby enhancing public safety in the community.

Foster and maintain excellent working relationship through daily contact, discussion and collaboration with the Fire Fighters Union, Local #385. Demonstrate outstanding labor/management skills in accurately interpreting the Union contract and its policies. Demonstrate excellent collaborative skills with Union Officers in daily resolving disputed contractual language and proffering compromises that ensure the enhanced operation of the Fire Department when disagreement occurs.

Assess and evaluate the validity of all grievances in accordance with the specific contractual language for grievance and disciplinary procedures. Manage all grievance issues and disputes utilizing exceptional inter-personal communication skills. Recognized for personal integrity and fairness in all disciplinary matters.

As the manager of the Information Services Bureau, oversee all aspects of the Omaha Fire Department's computers and technology acquisitions and services.

Voting member on the City of Omaha Homeland Defense Committee, which includes the Tri-County Urban Area Security Initiative Committee (UASI). The committee determines the area's homeland defense needs, prepares need-based justifications to the Federal Government, and prioritizes needs to match the federal funds granted to the UASI committee.

Served as Haz-Mat Team Manager on Nebraska Task Force 1, a Federal Emergency Management Agency (FEMA) Urban Search and Rescue Team (2006-07).

University of Nebraska at Omaha, Omaha, NE 2001 - 2007
Adjunct Faculty: Department of Engineering.
Fire Protection Technology Program
Courses taught: Fire Strategies and Tactics, Fire Administration, and Codes and Inspection.

ADDITIONAL TRAINING:

National Fire Academy Courses:

- Hazardous Materials Operating Site Practices Emmetsburg, MD 09/1997
- Chemistry of Hazardous Materials, Hastings, NE 03/1997
- Managing Company Operations/Tactics, Omaha, NE 10/1996
- Leadership III: Strategies for Supervisory Success, Omaha, NE 09/1992
- Leadership II: Strategies for Personal Success, Omaha, NE 09/1992
- Incident Command System, Omaha, NE 04/1991

Association of American Railroads Hazardous Materials Emergency Response Training Center Courses (in Pueblo, Colorado):

- Tank Car Safety Course & Emergency Response Specialist 05/1993
- Highway Emergency Response Specialist 09/1995
- Hazardous Materials Incident Command 12/1997

U. S. Department of Defense Nuclear, Biological and Chemical Domestic Preparedness Program Courses (in Omaha, NE):

- Emergency Responder NBC Technician-Hazmat Course 02/1999
- Emergency Responder NBC Responder Awareness Course 02/1999
- Emergency Responder NBC Responder Operations Course 02/1999
- Emergency Responder Incident Command Course 02/1999

Additional Job-Related Training:

- Lockout/ Tagout Train-the-Trainer Seminar, Omaha, NE 10/1995
- Introduction to Emergency Management, Omaha, NE 08/1994
- Damage Assessment Course, Omaha, NE 11/1994
- Confined Space Rescue Train-the-Trainer, Hastings, NE 02/1994
- International Association of Fire Fighters (IAFF) Hazardous Materials Training, Kansas City, MO 07/1993
- Emergency Response to Hazardous Materials Incidents: Hazardous Materials Technician Training, Omaha, NE 12/1992

MEMBERSHIPS AND COMMITTEES:

- International Association of Fire Chiefs (IAFC)
- Metro Chiefs, International Association of Fire Chiefs
- Great Lakes Division, International Association of Fire Chiefs
- Wisconsin State Chiefs Association
- Missouri Valley Division, International Association of Fire Chiefs
- South Dakota State Vice President, IAFC Missouri Valley Division
- South Dakota State Fire Chiefs Association President
- Pennington County Emergency Management Oversight Committee
- Pennington County Fire Chiefs Association
- President of Pennington County 911 User Board Committee
- Rapid City Salvation Army Advisory Board Member
- Omaha Fire Fighters Local #385, 19+ years
- OFD Political Action Committee member, 4 years
- Elected member of the Union's Executive Board for a two-year term
- National Fire Academy's Alumni Association
- Nebraska Task Force 1 / Urban Search and Rescue Team, Haz-Mat Manager
- New Omaha Fire/Police Public Safety Training Facility Committee
- City of Omaha UASI Committee for Omaha Fire
- Omaha Fire Department Human Relations Committee
- Omaha Fire Department Training Committee

COMMUNITY ACTIVITIES:

- Rapid City Salvation Army Advisory Board Member
- Rapid City United Way fund-raising volunteer
- United Way Day of Caring
- Guns & Hoses Blood Drive
- Polar Plunge volunteer for Special Olympics
- MDA Volunteer
- Miss Wheelchair America Pageant Escort
- Coaching: youth softball (4 years); youth soccer (6 years); youth ice hockey (3 years)
- Teaching Sunday school and Confirmation classes at King of Kings Lutheran Church
- Former member of the Men's Ministry at King of Kings

COUNTY OF MILWAUKEE
Interoffice Memorandum

DATE: November 29, 2010

TO: Supervisor Willie Johnson, Jr., Chairman, Committee on Judiciary, Safety and General Services

FROM: Rick Ceschin, County Board Research Analyst
Robert Andrews, Deputy Corporation Counsel

SUBJECT: Committee Referral of File No. 10-258 – Amending Chapter 9, Code of Ethics regarding closed session information

Issue
At the October 21, 2010 meeting of the Committee on Judiciary, Safety and General Services, as part of the discussion on the above referenced matter, the Committee directed County Board staff to consult with Corporation Counsel to draft recommendations as to how to amend Chapter 1 of the Milwaukee County Code of General Ordinances (MCGO) to address recording of closed session meetings.

Background
The issue of retaining minutes of closed session was addressed most recently in late 2004. At that time, Corporation Counsel advised that minutes should kept when County Board members convene in closed session, provided that minutes were secured to prevent disclosure. Corporation Counsel did note that recording closed session may potentially hinder information sharing and committee participation due to potential disclosure of closed session activities to a larger audience. In January 2005 the County Board Chairman directed standing committees to begin recording closed session meetings on audio tape, and directed committee clerks to circulate sign-in sheets to track attendees of closed session meetings. In May 2005, the County Board Chairman revised the prior policy and discontinued closed session recordings, but continued the sign-in procedures. The sign-in procedure continues as the current policy on the matter. The three memos are attached for the committee's convenience.

Discussion
The taking of minutes in standing committee meetings is directed in Section 1.13 of the MCGO, indicating committee clerks 'shall enter in appropriate files kept for that purpose, a complete record of all such committee meetings, including the attendance thereat, appearances for and against pending matters, and minutes of the proceedings, including all motions made and by whom, how each member voted upon each matter considered, together with the final action by the committee thereon."

However, the ordinances do not specifically address closed session minutes, recordings or note taking, and do not require nor prohibit such actions at the committee level. The ordinance requires only that "all meetings of a committee shall be conducted in accordance with the provisions of ss.

19.81 – 19.98, Wis. Stats." That section of the statutes, known as Wisconsin's Open Meetings Law, provides no direction regarding closed session activities.

In the December 2004 memo, Corporation Counsel highlights an opinion of the Attorney General that the decision to record closed session proceedings is within the authority of the governmental body, provided that the governmental body "should then arrange to keep the records thereof under security to prevent their improper disclosure." On the basis of that opinion, Corporation Counsel concludes that the County Board and its committees are not prohibited from taking minutes or recording proceedings in closed session. As mentioned above, the County Board Chairman initially implemented closed session recordings, but later rescinded the practice citing "the loss of full participation on the part of County Board members."

Recommendation
The Committee had requested direction as to how to amend County Ordinances to address recording of closed session proceedings. To that end, an amendment to Chapter 1.13 MCGO can be crafted at the direction of a legislative sponsor. However, given the discussion above and the detail of the attached discussion from the Office of Corporation Counsel, no action is recommended at this time.

Cc: County Board Chairman
Committee members
Corporation Counsel

OFFICE OF CORPORATION COUNSEL

Milwaukee County

WILLIAM J. DOMINA
Corporation Counsel

TIMOTHY R. SCHOEWE
MARY ANN GRIMES
ROBERT E. ANDREWS
Deputy Corporation Counsel

LOUIS EDWARD ELDER
JOHN F. JORGENSEN
MARY ELLEN POULOS
MARK A. GRADY
JOHN E. SCHAPEKAHM
TIMOTHY R. KARASKIEWICZ
RICHARD H. BUSSLER, JR.
Principal Assistant Corporation Counsel

TO: TERRENCE D. COOLEY, CHIEF OF STAFF, MILWAUKEE COUNTY BOARD OF SUPERVISORS

FROM: WILLIAM J. DOMINA, CORPORATION COUNSEL

SUBJECT: **ADVISORY LEGAL MEMORANDUM;** RECORD OF PROCEEDINGS CONDUCTED IN "CLOSED SESSION" UNDER WISCONSIN OPEN MEETINGS LAW.

DATE: DECEMBER 2, 2004

The current practice of the Milwaukee County Board of Supervisors and its committees with respect to proceedings conducted in closed session under Wis. Stat. s. 19.85 is that the tape recorder is turned off and no minutes are made or kept to memorialize what occurs during closed session. This practice serves to guarantee the confidentiality of discussions held during closed session, which comports with the public policy justification for convening in closed session in the first place. Evidently, however, the absence of any record of closed session proceedings has led to occasional disputes over what has actually transpired during those sessions.

The Open Meetings Law, Wis. Stat. ss. 19.81-19.98, does not provide any specific direction with respect to recording proceedings conducted in closed session, nor does any reported appellate decision address that issue. However, the attorney general has provided some guidance.[1]

The attorney general has opined that anyone, including a member of a governmental body, has the right to record the proceedings of a governmental body in open session, so long as the act of recording is not "physically disruptive" of the meeting, but that no such right exists with respect to proceedings in closed session, 66 Wis. Op. Att'y. Gen. 318 (1977). In that opinion, the attorney general indicates that a governmental body has the authority to decide whether to create and maintain a record of a closed meeting.

[1] In relying on an opinion of the attorney general, we are mindful of the attorney general's special statutory duty to provide advice as to the application of the Public Meetings Law, Wis. Stat. s. 19.98.

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However, any record of a closed meeting must be retained in the custody of the governmental body and secured to prevent "improper disclosure". Such disclosure would, of course, defeat the purpose of the closed meeting:

> It may be that a governmental body will believe it desirable to record its closed meetings, but it should then arrange to keep the records thereof under security to prevent their improper disclosure. The tape recording could be made by the Board itself, perhaps with its administrative secretary handing the task. The Board might permit one of its members to use his tape recorder to record a closed meeting, but the record produced should be in the Board's custody.

Id., p. 325.

On the basis of the attorney general's opinion, we believe that the Open Meetings Law neither requires nor forbids the County Board and its committees to keep minutes of those portions of meetings conducted in closed session. However, minutes should not be kept unless the County Board is capable of securing those minutes so as to prevent disclosure to anyone other than the County Board members and necessary staff who were permitted to remain in the closed session.

Clearly implicit in the attorney general's opinion is the conclusion that minutes and other records of meetings conducted in closed session under Wis. Stat. s. 19.85 are not subject to disclosure under the Public Records Law, Wis. Stat. ss. 19.31-19.38. That same conclusion follows logically from Wis. Stat. s. 19.35(1)(a), which provides that an authority can deny access to a record on the basis of the any of the reasons in Wis. Stat. s. 19.85 which permit a body to convene in closed session.

In view of the questions which have arisen among members of the County Board, our recommendation is that minutes be kept when County Board members convene in closed session. The decision to keep a record of closed sessions implicates two competing policy considerations. Keeping a record of closed sessions may detract from the relatively informality of those sessions. County Board members and others who participate in closed sessions may be less candid in expressing their views and sharing information if they are concerned that the substance of their statements may ultimately be disclosed to a larger audience. However, a record of closed sessions should resolve any concerns about the credibility and integrity of the Board's proceedings. In our view, this latter interest is the more compelling one, and it militates in favor of keeping minutes of closed sessions.

Finally, it should be noted that in making this recommendation we have not weighed the staffing needs and other logistical issues which will arise if the Board undertakes to keep minutes of closed sessions and preserve the confidentiality of those records.

We hope these observations are useful to you.

Respectfully submitted:

WILLIAM J. DOMINA
Corporation Counsel

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE : January 13, 2005

TO : County Board Supervisors

FROM : County Board Chairman Lee Holloway

SUBJECT : Advisory Opinion Concerning Recording Closed Session Proceedings

Attached is an advisory legal memorandum from the Corporation Counsel concerning the recording of proceedings of County Board committee meetings that are conducted in closed session. For reasons identified in the memorandum, the Corporation Counsel has recommended that minutes be kept when County Board members convene in closed session. It is Corporation Counsel's opinion that these minutes would not be subject to open records requests. These policies are designed to protect the integrity and confidentiality of the record of the closed session.

In keeping with this advisory legal memorandum and recommendation, I am requesting that all County Board committees use the following procedure when convening into closed session:

1. Record each closed session in its entirety with a separate audio tape (or tapes) designated for the closed session. (This will meet the recommendation for keeping "minutes" of the closed session.)

2. At the conclusion of the closed session, secure the audio tape in a sealed envelope and place in a secured, locked file in the area of the Committee Clerks' offices.

3. If a member of a committee that went into closed session, requests to review the audio tape from the session, they will be provided access to a designated County Board room to review the tape on a tape player. They will not be able to make a copy of the tape or remove the tape from the room.

4. No one other than a member of the committee that went into closed session, the Committee Clerk or Research Analyst for the Committee, or the Chief of Staff, will be provided access to the tape of the closed session.

5. Committee Clerks should circulate and keep a sign in sheet for each closed session, to be signed by all persons included in the closed session (including any individuals who come into the closed session after it has begun). This sign-in sheet(s) also will be kept sealed and would not be subject to any open records requests.

Lee

Lee Holloway
Chairman, County Board of Supervisors

RECEIVED
JAN 14 2005
CORPORATION COUNSEL
MILWAUKEE COUNTY, WI

Attachment

cc: All Committee Clerks
All Research Analysts
Shirley Szklarski, Administrative Secretary-Support Services
William Domina, Corporation Counsel
Terrence Cooley, Chief of Staff

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE : May 18, 2005

TO : County Board Supervisors

FROM : County Board Chairman Lee Holloway

SUBJECT : Closed Sessions of County Board Committees - Revised Policy

On January 13, 2005, I sent you a communication attaching a December 2, 2004 advisory legal memorandum from the Corporation Counsel concerning the recording of proceedings of County Board Committee meetings conducted in closed session. Based on that memorandum, in which the Corporation Counsel recommended minutes be kept of closed session meetings, I requested all Committee Chairs to use a procedure for closed sessions that included tape recording each closed session in its entirety and keeping the tapes in a secure locked location. According to the Corporation Counsel, such tape recordings would not be subject to open records laws because of the confidential nature of closed sessions.

We have now tried this new procedure of recording closed session meetings over the past several months. We have had a number of closed session meetings of Committees during this time. It has been brought to my attention that, notwithstanding the confidential nature of the closed sessions, the tape recording of such sessions has inhibited some County Board members from fully participating as they otherwise might.

Clearly, it was my intent to keep a record, to the extent possible, of such meetings, following the advise of Corporation Counsel. It now appears, however, that any advantage in doing so is outweighed by the loss of full participation on the part of County Board members.

Consequently, I am hereby changing the policy initiated in my January 13, 2005 memorandum. From this point forward, closed sessions of County Board Committees will not be taped. Nor will Committee Clerks be required to take notes of conversations in closed sessions, as I think this does not really address the issue and, given that any such notes would be subjective, would only place the Committee Clerks in a difficult position.

The policy of County Board staff circulating and keeping a sign-in sheet for each closed session will continue to be in effect. These sign-in sheets should include any and all persons included in the closed session (including any individuals who come into the closed session after it has begun). Also, I would ask that, for any closed session item, only individuals who have a legitimate and appropriate contribution to make to the closed session proceedings be included in the closed session. The Committee Chair should make this determination.

Thank you all for your cooperation with this change in policy.

Lee Holloway
Chairman, County Board of Supervisors

cc: All Committee Clerks
All Research Analysts
Shirley Szklarski, Administrative Secretary-Support Services
William Domina, Corporation Counsel
Terrence Cooley, Chief of Staff

OFFICE OF CORPORATION COUNSEL

Milwaukee County

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
Deputy Corporation Counsel

JOHN F. JORGENSEN
MARK A. GRADY
JOHN E. SCHAPEKAHM
TIMOTHY R. KARASKIEWICZ
JEANEEN J. DEHRING
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

DATE: October 12, 2010

TO: Supervisor Willie Johnson, Jr., Chairman
Committee on Judiciary, Safety and General Services

FROM: Robert E. Andrews, Deputy Corporation Counsel

SUBJECT: File No. 10-258 – Amendment of Code 9, Code of Ethics as it relates to privileged information.

At the meeting of your committee on September 16, 2010 the above subject file was considered. It proposes that the Code of Ethics be amended to make it a violation of the Code for the unauthorized release of privileged information. The Committee requested that Corporation Counsel provide a report back on six matters. These items will be addressed in the order presented on the referral.

The first request is listed as "Disclosure of confidential information being considered as classified information". In our view the terms "privileged information", "confidential information" and "classified information" are interchangeable as each can be used to assist in defining the others. Information that is privileged is protected by a legally recognized right against disclosure. In other words, such information is to remain confidential or classified. The term "privileged information" has been part of our Code of Ethics in one form or another for many years. The present Code already contains a section which prohibits the disclosure of privileged information. Section 9.05(2)(d) reads as follows:

> "No county, public official or employee shall use or disclose privileged information gained in the course of, or by reason of, his/her position or activities which in any way could result in financial gain for himself/herself or for any other person."

The proposal currently before this Committee makes it unnecessary for there to be a "financial gain" in order to have a violation of the Code. The amendment to the Code, if adopted, with the elimination of the financial gain element, would cover a wider range of situations.

The second question asked, "Who decides what is confidential?" The Milwaukee County Ethics Board is vested with the authority to determine whether information is "privileged". If the Board found that the information at issue was privileged it would follow with a determination as to whether the release of the information violated the Code.

The next question inquired as to the legal impact on the operation of the Code if the proposed amendment is adopted. Any response at this point would be conjecture. However, in my more than 25 years of staffing the Ethics Board I cannot recall an investigation or a complaint that implicated the privileged information provision. As previously stated, the proposed change does broaden the areas that might give rise to allegations that privileged information was improperly released. It is my sense, however, that the adoption of the amendment would not result in a significant impact on the operation of the Ethics Board.

Identifying what is acceptable material for a closed session was also raised. Every meeting of a government body must be held in open session except as provided by Wis. Stat. §19.85. A closed session of a meeting may be held only for those specific purposes listed in that section. Because the legislative mandate weighs heavily in favor of meetings being open, the exceptions to that strong policy are to be narrowly construed.

The exceptions that would permit a closed session that are relevant to the county are: 1) preliminary discussions of personnel problems; 2) considerations about public employees; 3) bargaining; 4) personal information; and 5) litigation strategy. And, it must be stated that simply because an item may be discussed in closed session does not mean that it has to be. This area of the open meetings law is dynamic as appellate court decisions continue to create a more nuanced understanding of the proper application of the facts to the law when determining whether a meeting may be closed.

The fifth item requested that we address making notes in closed session of a meeting. Because there currently is no prohibition to creating hand-written notes in county meetings, I will assume that the request is directed at whether such note taking could be banned. Presently, there is no legal authority one-way or the other in the state of Wisconsin. There is a letter, however, from an assistant attorney general in 2006 to the legal counsel of a school board which discussed this. Although the author declined to take a position on the issue he did present comments of the various forces that are at odds on the subject:

> "The powers of the body and the rights of its members must be considered in relation to each other. Individual members, in exercising their own participatory rights, have a duty to not interfere with the concomitant rights of other members or of the body of the whole and, accordingly, must generally obey the procedural rules of the body. Conversely, the body, in regulating its collective proceedings, should not interfere with the participatory rights of an individual member anymore than is necessary to protect the coordinate rights of other members in ability of the body to carry out its public functions…the ability of a member of a governmental body to effectively discharge his or her official duties may require the taking of personal notes in order to occasionally refresh the member's memory, to assist in effectively

> gathering information, or to record the member's own thoughts about matters needing further investigation. On the other hand, as discussed above, the governmental body also has a substantial and legitimate interest in restricting the creation of any tangible, lasting record that might threaten the confidentiality of a lawfully closed meeting." (Assistant AG letter to Mr. Thomas A. Maroney October 31, 2006)

It is my opinion that the County Board does possess the authority to limit or prohibit the creation of hand-written notes in a closed session. It was not that long ago when the Board directed that all closed sessions be tape-recorded. This came about in response to a number of instances in which attendees of the closed session voiced significantly different recollections of what was discussed in the closed session.

The final inquiry of this office is related to the last item. Support has been shown that closed sessions be tape-recorded and any documents along with the tape of the meeting be deposited with this office for the purpose of shielding these items from the public. It is my recollection that for a relatively short period of time the County Board did record the closed sessions of its committees. A review of the tapes was limited to those individuals who had a right to be present at the closed session. The potential vulnerability of those tapes being released to other individuals was demonstrated in the recently concluded major lawsuit involving the County's pension benefits. Opposing counsel pressed hard to obtain access to those recordings. This led to the County Board reversing its policy of making recordings of its closed sessions.

A 2008 Supreme Court decision has further clouded the matter. In the case of *Sands v. Whitnall School Dist.*, 312 Wis.2d 1 (2008), Sands, an employee of the Whitnall School District learned, following a closed session meeting of the school district board that she was fired. She proceeded to file a lawsuit against the school district. During discovery her attorney served interrogatories on the school district inquiring as to the events in closed session. Our supreme court ruled that Sands was entitled to this evidence. In this instance the laws governing the discovery of evidence in civil cases trumped the ability to go into closed session under the open meetings law. Clearly, this is the trend: more access by the public to what formally had been closed. Using the Sands cases as a prelude it is my opinion that our ability to avail ourselves of the protections provided by attorney-client privilege will be further restricted. If there is a record, whether it be hand-written notes or a tape-recording, there will be an effort to bring those matters out into the public eye. It is recommended that the Board proceed cautiously in taking any action that seeks to limit the access of the public to meetings as well as to informationly be disclosed.

/s/ ROBERT E. ANDREWS
REA/rf

cc: Linda Durham

By Supervisor Rice

Journal,
File No. 10-

AN ORDINANCE

Amending Chapter 9, Code of Ethics, of the Milwaukee County Code of General Ordinances as it relates to confidential information, privileged communications and information acquired in meetings convened in closed session.

The County Board of Supervisors of the County of Milwaukee does ordain as follows:

SECTION 1. Section 9.02 (14) of the General Ordinances of Milwaukee County is amended as follows:

9.02 Definitions

(14) "Privileged information" means information obtained under government authority which has not become a part of the body of public information~~.~~, including but not limited to information that has been acquired in a meeting convened in closed session under the provisions of Wis. Stats. 19.85, or information contained in a communication labeled as privileged or confidential.

SECTION 2. Section 9.05 of the General Ordinances of Milwaukee County is amended as follows:

9.05. Standards of conduct.

(1) No personal or economic interest in decisions and policies: The county board hereby reaffirms that a county elected official, appointed official or employee holds his/her position as a public trust, and any effort to realize personal gain through official conduct is a violation of that trust. This chapter shall not prevent any county elected official, appointed official or employee from accepting other employment or from following any pursuit which does not interfere with the full and faithful discharge of his/her duties to the county. The county board further recognizes that in a representative democracy, the representatives are drawn from society and, therefore, cannot and should not be without all personal and economic interest in the decisions and policies of government; that citizens who serve as public officials or public employees retain their rights as citizens to interests of a personal or economic nature; that standards of ethical conduct for public employees and public elected and appointed officials need to distinguish between those minor and inconsequential conflicts which are unavoidable in a free society and those conflicts which are substantial and material; and that county elected officials, appointed officials or employees may need to engage in

employment and/or professional or business activities, other than official duties, in order to support their families and to maintain a continuity of professional or business activity or may need to maintain investments. However, the code maintains that such activities or investments must not conflict with the specific provisions of this chapter.

(2)(a) No financial gain or anything of substantial value: Except as otherwise provided or approved by the county board, no county public official or employee shall use his/her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself/herself or his/her immediate family, or for an organization with which he/she is associated. This paragraph does not prohibit a county elected official from using the title or prestige of his/her office to obtain campaign contributions that are permitted by and reported as required by ch. 11, Wis. Stats.

(b) No person may offer anything of value: No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee. This section does not prohibit a public official or an employee from engaging in outside employment.

(c) No substantial interest or benefit: Except as otherwise provided in paragraph (1.), no public official or employee shall:

1. Take any official action substantially affecting a matter in which the public official, employee, a member of his/her immediate family, or an organization with which the public official or employee is associated has a substantial financial interest.
2. Use his/her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the public official, employee, members of the public official's or employee's immediate family either separately or together, or an organization with which the public official or employee is associated.

(d) No disclosure of privileged information: No county public official or employee shall use or disclose privileged information gained in the course of, or by reason of, his/her position or activities which in any way could result in financial gain for himself/herself or for any other person.

(e) No use of public position to influence or gain unlawful benefits, advantages or privileges: No county public official or employee shall use or attempt to use his/her public position to influence or gain unlawful benefits, advantages, or privileges for himself/herself or others.

(f) No offer of gifts or anything of value: No county public official shall offer or give anything of value to a member or employee of a county department or entity, while that member or employee is associated with

the county department or entity, and no member or employee of a department shall solicit or accept from any such person anything of value from a county official or employee.

(g) Limits on contracts with county: No county public official or employee and no business with which he/she or his/her spouse has a significant fiduciary relationship or any organization with which he/she or his/her spouse is associated shall enter into any contract with the county unless that contract has been awarded through a process of public notice and competitive bidding in conformity with applicable federal and state statutes and county ordinances.

(h) Limits on lease of real estate with county: No county public official or employee and no business in which that county public official or employee has a ten (10) percent or greater interest shall enter into a lease of real property with the county, except that the county board, upon a publicly filed and considered request, shall waive this subsection when it is in the best interests of the county.

(i) No limits on lawful payments: Paragraph (c) does not prohibit an elected official from taking any action concerning lawful payment of salaries or employee benefits or reimbursement of actual and necessary expenses, or prohibit an elected official from taking official action with respect to any proposal to modify a county ordinance.

(j) No solicitation of at-will employees: No elected county official shall knowingly solicit a campaign contribution from any "at-will employee" defined as an employee who is not under union or labor contract with the county, who is hired for an indefinite term or who is under an independent contract with the county or its subparts or who can be discharged or terminated at any time for any nondiscriminatory reason.

(k) No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.

(l) ~~(l)~~ Limits on honorarium fees or expense reimbursements: No county public official or employee shall accept or solicit any honorariums, fees or expense reimbursements except in accordance with section 9.14.

(m) Closed Session, Confidential Information and Privileged Communications.

(1) No county public official or employee may disclose privileged information, as defined in Section 9.02, to any individual who was not authorized to receive such information as defined below, except as provided in subsection (4) below.

(2) For purposes of this section, an individual is authorized to receive privileged information if:

a. that individual is a public official as defined in Section 9.02 of this chapter or a member of the governmental body as defined in Wis. Stats. 19.89; or
b. that individual was authorized to attend a closed session by the County Board Chairman or presiding Committee Chair; or
c. that individual was authorized to receive privileged information presented in a closed session after the fact with the authorization of the County Board Chairman or the presiding Committee Chair; or
d. that individual is specified as an addressee or copied recipient of a privileged communication, or otherwise authorized as a recipient by the author of such communication.

(3) Violation of this section may be addressed by the use of such remedies as are currently available by law, including but not limited to the following actions:

a. Corporation Counsel is authorized to seek injunctive relief to prevent disclosure or further disclosure of privileged information obtained in closed session;
b. An investigation request or verified complaint may be filed as provided in Section 9.09(4) of this chapter, and shall be processed and disposed in accordance with the procedures contained herein.

(4) No action authorized under subsection (3) above may be taken against a person, nor shall it be deemed a violation of this section, if:

a. The disclosure of privileged information is part of a confidential inquiry or complaint to a district attorney concerning a perceived violation of law, including the disclosure of facts to a district attorney that are necessary to establish the illegality of an action taken by a public official or the potential illegality of an action if that action were to be taken by a public official;
b. The County Board adopts a resolution authorizing the release of privileged information.

(5) Nothing in this section shall be construed to prohibit disclosures permitted under Subchapters III and IV of Wis. Stats. 230 ("Whistleblower" laws).

(6) The Ethics Board shall include the requirements of closed session confidentiality and notice of the requirements of this section as part of Ethics training conducted under 9.08 (10).

(3) *Limits on contact:*

(a) *Limits on contact with former county associates:* No former county public official or employee, for twelve (12) months following the date on which he/she ceases to be a county public official or employee, shall, for compensation, on behalf of any person other than a governmental entity, make any formal or informal appearance before or try to settle or arrange a matter by calling, writing, or conferring with, any county public official, officer or employee of the department with which he/she was associated as a county public official or employee.

(b) *Limits on contact with judicial or quasi-judicial proceedings:* No former county public official or employee for twelve (12) months following the date on which he/she ceases to be a county public official or employee, shall for compensation on behalf of himself/herself or any person other than a governmental entity, make any formal or informal appearance before, or try to settle or arrange a matter by calling, writing, or conferring with, any county public official, officer or employee of a department in connection with any judicial or quasi-judicial proceeding, application, contract, claim, or charge which was under the former public official's or employee's responsibility as a county public official or employee.

(c) *Limits on contacts with judicial or quasi-judicial proceedings where personally participated:* No former county public official or employee shall, whether for compensation or not, act on behalf of any party other than the county in connection with any judicial or quasi-judicial proceeding, application, contract, claim, or charge in which the former public official or employee participated substantially as a public official or employee.

(d) *Consideration of exemptions:* The ethics board shall accept and review written requests by former appointed officials for an exemption from the prohibitions of (3). Such exemption requests must be heard and deliberated during a properly convened open session of an ethics board meeting and must be included in a written ethics board opinion stating the reason(s) that the former appointed official should be exempt from the otherwise prohibited conduct.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: June 2, 2010

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: AN ORDINANCE
Amending Chapter 9, Code of Ethics, of the Milwaukee County Code of General Ordinances as it relates to confidential information, privileged communications and information acquired in meetings convened in closed session.

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This ordinance amendment addresses disclosure of confidential information obtained through privileged or confidential communications, and information acquired in a meeting convened in closed session. There is no direct fiscal impact, although Ethics Board staff will be required to add training on confidentiality to the Ethics Training materials.

Department/Prepared By County Board / Ceschin

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

MILWAUKEE COUNTY BOARD OF SUPERVISORS
Committee on Judiciary, Safety and General Services

DATE: September 16, 2010

AGENDA ITEM No. 2

AMENDMENT NO. 1

Resolution File No.

Ordinance File No. 10-258

OFFERED BY SUPERVISOR(S): Sanfelippo

1. **AMEND Section 1 of the proposed ordinance, beginning on line 11, as follows:**

9.02 Definitions

(14) "Privileged information" means information obtained under government authority which has not become a part of the body of public information, including but not limited to information that has been acquired in a meeting convened in closed session under the provisions of Wis. Stats. 19.85, or information contained in a communication distributed in a closed session meeting that is labeled as privileged or confidential.

2. **AMEND Section 2 of the proposed ordinance, beginning on line 152, as follows:**

9.05 Standards of Conduct

(3) Violation of this section may be addressed by the use of such remedies as are currently available by law, including but not limited to, ~~the following actions:~~

~~a. Corporation Counsel is authorized to seek injunctive relief to prevent disclosure or further disclosure of privileged information obtained in closed session;~~

~~A~~an investigation request or verified complaint may be filed as provided in Section 9.09(4) of this chapter, and shall be processed and disposed in accordance with the procedures contained herein.

(4) No action authorized under subsection (3) above may be taken against a person, nor shall it be deemed a violation of this section, if:

a. The disclosure of privileged information is part of a confidential inquiry or complaint to a district attorney

concerning a perceived violation of law, including the disclosure of facts to a district attorney that are necessary to establish the illegality of an action taken by a public official or the potential illegality of an action if that action were to be taken by a public official;

~~a.~~b. The disclosure of privileged information is part of a legal proceding or judicial action; or

~~b.~~c. The County Board adopts a resolution authorizing the release of privileged information.

OFFICE OF CORPORATION COUNSEL

Milwaukee County

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
Deputy Corporation Counsel

JOHN F. JORGENSEN
MARK A. GRADY
JOHN E. SCHAPEKAHM
TIMOTHY R. KARASKIEWICZ
JEANEEN J. DEHRING
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

DATE: September 13, 2010

TO: Supervisor Willie Johnson, Jr., Chairman
Committee on Judiciary, Safety and General Services

FROM: Robert E. Andrews, Deputy Corporation Counsel

SUBJECT: File No. 10-258 – Ordinance by Supervisor Rice, amending Chapter 9, Code of Ethics of the Milwaukee County Code of General Ordinances, as it relates to confidential information, privileged communications and information acquired in meetings convened in closed session.

At your meeting on July 15, 2010, the committee voted to refer the above matter to the Office of Corporation Counsel for further review. The referral did not contain any specific questions or issues.

We have reviewed the proposed amended version of the initial proposal and it is our opinion that there is no legal impediment to the adoption of the resolution/ordinance.

Robert E. Andrews

REA/rf

cc: Linda Durham

County of Milwaukee

Office of the Sheriff

David A. Clarke, Jr.
Sheriff

DATE: November 29, 2010

TO: Supervisor Willie Johnson, Chairman, Committee on Judiciary, Safety and General Services

FROM: Richard Schmidt, Inspector, Milwaukee County Sheriff's Office

SUBJECT: Informational Report on Transfer of Cellular 911 calls within the City of Milwaukee to Milwaukee Police Department for dispatch

BACKGROUND

2003 Wisconsin Act 48 created a wireless 911 fund to upgrade wireless 911 emergency telephone services to bring the State of Wisconsin's local emergency departments the ability to locate and track cellular 911 calls. County Board File No 05-40 designated Milwaukee County as the Public Safety Answering Point (PSAP) for municipalities within Milwaukee County. As such, the Office of the Sheriff's Communication and Dispatch Center has received cellular 911 calls and dispatched those calls to the proper response entity. In 2005, Fox Point and Bayside opted out of using Milwaukee County as their PSAP citing Wisconsin Statute 146.70(3m)(c)(6).

Currently, the Milwaukee County Sheriff's Office receives approximately 550,000 cellular 911 calls per year and routes almost half of these calls to the Milwaukee Police Department. The Office of the Sheriff has met with the Milwaukee Police Department to pursue a change in procedure where cellular 911 calls originating in the City of Milwaukee will go directly to the Milwaukee Police Department's Dispatch Center thereby reducing the response time on the calls. The Office of the Sheriff and the Milwaukee Police Department are in agreement that this change will result in the most efficient delivery of services to the community. 911 emergency calls require a rapid response. The current system slows down response time by a Sheriff's Office dispatcher taking the initial call, collecting information and transferring the call to MPD where an MPD communications person collects the same information and dispatches the appropriate response. In the interest of public safety, the current system mandates a change. The Milwaukee Police Department has the technology equipment needed to answer cellular 911 calls, dispatch squads, transfer calls as needed and determine from which cell phone tower the call originated.

This change in cellular 911 call routing will not affect the designation of Milwaukee County as the PSAP for the Milwaukee County region nor will it affect cellular 911 calls from the remaining municipalities within Milwaukee County. Those calls will continue to be received by the Office of the Sheriff and dispatched appropriately. AT&T and the Milwaukee Police Department will review cell tower locations in the City of Milwaukee and direct those towers to send 911 calls to the Milwaukee Police Department. There will be approximately six weeks of testing with the various cell phone companies before the change would be implemented.

FISCAL NOTE

There is no tax levy change related to the routing of cellular 911 calls directly to the Milwaukee Police Department. However, the Sheriff's Office has been supplementing Communications staff with light duty deputies and correction officers to handle the volume of cellular 911 calls. This proposed change in call routing will eliminate the need to create additional dispatcher positions.

Sincerely,

Richard Schmidt, Inspector
Milwaukee County Sheriff's Office

cc: Jon Priebe, Public Safety Fiscal Administrator
Molly Pahl, Fiscal Operations Manager
Rick Ceschin, Research Analyst, County Board
Linda Durham, Committee Clerk, County Board

MILWAUKEE COUNTY SHERIFF

Expect the Best

Accept the Challenge...

Milwaukee County Sheriff's Office
D.O.T.S. Program
Discipline, Order, Training & Structure

D.O.T.S

- Are **YOU** mentally and emotionally prepared to move out of **YOUR** past and pursue an new life style that will keep **YOU** out of jail? We are giving YOU that chance to **CHANGE**.
- Learn and do not deviate from the lessons of Discipline, Order, Training & Structure (D.O.T.S.) program. It is from the D.O.T.S. program that you will begin to understand the way to **CHANGE FOREVER. YOU** must be driven to **EXCELLENCE!!!**
- Step outside YOUR comfort zone and excel in the program. Push **YOURSELF** physically, mentally, emotionally and spiritually. It is your choice to change **YOUR** life and be a productive citizen or just another statistic in the Jail Population.
- We will provide the environment of the Discipline, Order, Training & Structure. You provide the willingness to **CHANGE**.

If this is for YOU submit a request to Cpt. Briggs of the D.O.T.S. program

Discipline, Order, Training & Structure D.O.T.S.

The Milwaukee County Sheriff's Office D.O.T.S. program is a program whose vision is to provide 90 days of High Level Discipline, Order, Training, Structure and Evidence based programming to inmate candidates that are seeking an opportunity to reintegrate and be better prepared to be successful in the community upon release. The program will consist of three phases. Before the actual placement into the D.O.T.S. program, selected inmate candidates will go through a process of screening and a brief orientation of the program. This will be know as "Zero Week".

Zero Week: Getting Ready

This week will consist of inmate candidates receiving medical assessments, educational assessments, orientation of the D.O.T.S. program, initial issue of program uniforms to include duty uniforms and physical fitness uniforms. Inmate candidates will receive a briefing on expectations of behavior and personal discipline, and inspections of personal items prior to moving and becoming active in the D.O.T.S. program.

Phase One

This phase will focus on character development, discipline and order in the D.O.T.S. program, military drill and ceremonies, physical fitness training, implementation into educational programs, work programs (details), inspections, which will focus on inmate candidates personal appearance, living space, and personal hygiene, grooming and teamwork development, through group activities.

Phase Two

This phase will continue on with educational programs, work programs (details), and also include classroom lectures on life values such as Intergrity, Respect, and Honor. Phase two will consist of implementation of leadership positions beings appointed to inmate candidates with focus on subjects such as responsibility, accountability, and personal courage and continuation of teamwork development.

Phase Three

This phase will consist of the continuation of phases one and two and also shift focus on the preparedness of inmate candidates to be released back in to the community. This will be accomplished by the continued teaching, coaching and mentoring of inmate candidates by Instructor Staff and Educational Staff

D.O.T.S. DAILY SCHEDULE (Example)

0500-0545 Wake up/PT Uniform/restroom call/fill canteen/make bunks
0545-0600 Formation-head count/Inspections of living areas & uniforms
0600-0700 Physical Fitness Training Begins
0700-0715 Physical Fitness Training Ends /Cool Down/Head count/move back to barracks (Dorm) area
0715-0745 Personal Hygiene/Change Uniform
0745-0815 Morning Meal
0815-0830 Morning Meal ends/prep for daily activities (education, job training, work details)
0830-1230 Daily activities begin (education, job training, work details)
1230-1315 Movement and Noon meal/head count
1315-1330 Movement back to activities area (education, job training, work details)
1330-1730 Continuation of daily activities
1730-1815 Movement and evening meal/head count
1815-1830 Movement to barracks (Dorm)/head count
1830-2030 Drill Instructor Time (Drill & ceremonies, mentoring, group discussions)
2030- 2130 Study time/personal hygiene/prep for lights out/head count
2130 Lights out/all inmate candidates in bunks

The program includes not only discipline and physical activities, but also includes cognitive programs that are effective in assisting offenders in turning their lives around. The discipline and programming are more effective at turning around defendants that a longer sentence in prison

Sheriff David A. Clarke Jr.
Milwaukee County

MILWAUKEE COUNTY SHERIFF

Expect the Best

Discipline

Milwaukee County Sheriff's Office

D.O.T.S. Program

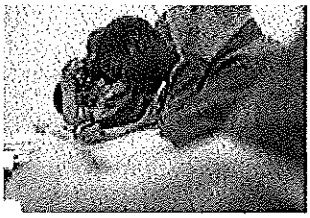
Discipline, Order, Training, and Structure

Order

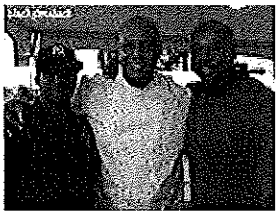
Press Release Document

Sheriff's Copy

Sheriff David A. Clarke Jr.



Training



Structure

Opening Statement

The Milwaukee County Sheriff's Office D.O.T.S. program is a program whose vision is to provide 90 days of High Level Discipline, Order, Training, Structure, and Evidence based programming to inmate candidates that are seeking an opportunity to reintegrate and be better prepared to be successful in the community upon release. In addition, the program seeks to reduce recidivism and improve the quality of life in Milwaukee County.

The Milwaukee County Sheriff's Office will implement the D.O.T.S. program to mirror/model the SAI (Special Alternative Incarceration) program currently located at Camp Cassidy Lake, Chelsea, Michigan. SAI is a program that has been in place since 1988 to the present and is under the direction of Deputy Warden Fred Goff and Assistant Deputy Warden Jack Clore.

Classification of inmates into the D.O.T.S. program will adhere to a standard of non-violent offenders that have a low assault risk and low escape risk. Several of the components will be implemented facility wide (ie: discipl;ine and structure).

Vision: To reintegrate individuals into the community and reduce recidivism to improve the quality of life and safety in the Milwaukee County community.

Mission: Instill Discipline, Order and Structure in the lives of incarcerated individuals to effect a culture change, provide them with lifestyle choices and thus deter them from re-offending. The D.O.T.S. program will connect participants with supporting education resources and discipline to promote a positive result in community involvement and quality of life in Milwaukee County.

Phases of Training

The Milwaukee County Sheriff's Office D.O.T.S. program will consist of three phases in approaching the reintegration of inmate candidates to the community. Before the actual placement into the D.O.T.S. program, selected inmate candidates will go through a process of screening and a brief orientation of the program. This will be known as "zero week". Below is a brief explanation of what each phase of the D.O.T.S. program will focus on.

- **Zero Week:** This week will consist of inmate candidates receiving medical assessments, educational assessments, orientation of the D.O.T.S. program, initial issue of program uniforms to include duty uniforms and physical fitness uniforms. Inmate candidates will receive a briefing on **expectations of behavior** and **personal discipline**, and inspections of personal items prior to moving and becoming active in the D.O.T.S. program.

- **Phase One:** This phase will focus on **character development**, **discipline** and **order in the D.O.T.S. program**, military drill and ceremonies, physical fitness training, implementation into educational programs, work programs (details), inspections, which will focus on inmate candidates personal appearance, living space, and personal hygiene, grooming and teamwork development, through group activities.

- **Phase Two:** This phase will continue on with educational programs, work programs (details), and also include classroom lectures on life values such as Integrity, Respect, and Honor. Phase two will consist of implementation of leadership positions being appointed to inmate candidates with focus on subjects such as **responsibility**, **accountability**, and **personal courage** and continuation of **teamwork development**.

- **Phase Three:** This phase will consist of the continuation of phases one and two and also shift focus on the preparedness of inmate candidates to be released back into the community. This will be accomplished by the continued teaching, coaching and mentoring of inmate candidates by Instructor staff and Educational staff.

D.O.T.S., Discipline, Order, Training, Structure Programming

The following information explains the four components of the D.O.T.S. program and its purpose.

- **Discipline**
  - Character Development
  - Military Bearing
  - Accountability
  - Physical Training
  - Mental Training
  - Self-Control
- **Order**
  - Learning One's Place in Society
  - Team Work
- **Training**
  - Cage Your Rage
  - Pick A Partner Program
  - Cognitive Intervention Program (CGIP)
  - Center for Driver's License Recovery and Employability
  - NFE High School Financial Planning Program
- **Structure**
  - Living by Schedule
  - Work Habits
  - Study Habits
  - Hygiene Habits
  - Balanced Lifestyle

- **Discipline**: Using a military model, discipline will be structured into four categories, focusing on **Character Development**, Military Bearing / Professionalism, **Accountability**, Physical Training, Mental Training, and **Self Control**.

    1. **Task Discipline**: How well candidates meet the challenges of the D.O.T.S. program. Task Discipline requires a strong **sense of responsibility** in the candidate to perform classroom work and work details to the best of their ability.

    2. **Group Discipline**: Candidates will have a sense of group responsibility and effective group cohesion. This will be accomplished through group training in military activities such as daily inspections, drill and ceremonies, group physical fitness activities, group work details.

    3. **Imposed Discipline**: **Enforced obedience** to the legal orders and regulations of the D.O.T.S. program, which is **absolutely essential to provide the structure and good order necessary for candidates to reintegrate into the community**.

    4. **Self Discipline**: Teaches candidates a **willing sense of responsibility** to do what needs to be done and what is right, i.e., getting to work on time, setting priorities, and personal preferences aside for more important values that are measures of self discipline. **Self-discipline is essential for successful reintegration into the community**.

- **Order:** Using a military model, order will be maintained as to eliminate confusion about what is expected while enrolled in the D.O.T.S. program with focus on imposing an orderly procedure rather than a fixed scheme when preparing candidates for aspects of daily living, **learning one's place in society** and team work.

- **Training:** The acquisition of knowledge, skills and competencies as a result of the teaching of vocational or practical skills and knowledge that relate to specific useful competencies. This will be accomplished through programs such as, but not limited to:

    1. Cage Your Rage
    2. Pick A Partner Program
    3. L.I.N.K.S.

    NFE Highschool Financial Planning Program
    6. WCS Welding Program
    7. Print Shop

    9. Franklin High School Programming
    10. ATTIC Correctional Services / AODA

- **Structure:** To construct the framework of individuals, to act independently, to make their own free choices upon release and employ a blalanced lifestyle. Structure will be implemented through:

    1. Daily Schedule
    2. Work Habits
    3. Study Habits
    4. Health / Hygiene Habits
    5. **Time Management**

COUNTY OF MILWAUKEE

5

Office of the Ethics Board
INTER-OFFICE COMMUNICATION

DATE: November 17, 2010

TO: Chairman Holloway, Milwaukee County Board of Supervisors

FROM: Veronica W. Robinson,
Executive Director, Ethics Board &
Executive Secretary, Personnel Review Board

SUBJECT: Electronic Submission of Statement of Economic Interests (SEI) Form

Policy Issue

The Ethics Board is in the process of developing and implementing a means by which Statement of Economic Interest (SEI) forms can be completed online and submitted to the Ethics Board in a secure, electronic format. Completion of this project will:

1. Support the Office of the Ethics Board's goal of organizing, storing, filing, retrieving, and otherwise managing SEI forms efficiently and economically.

2. Improve the ease in which filers are able to file SEI data from one year to the next.

3. Assist the Ethics Board in meeting duties related to SEI forms review and related training.

4. Allow the Ethics Board to create an online database of general public information for easy access from its website.

Background

County Ordinance 9.03(1) requires that "All county elected and appointed officials, candidates for elected county offices, and county employees, whose duties and responsibilities; performed for or on behalf of the county or any board or commission thereof, include the awarding or execution of contracts for the purchase of supplies, services, materials, and/or equipment; the construction of public works; and/or the sale or leasing of real estate or who may be designated by the Ethics Board shall file Statements of Economic Interests." The Ethics Board may exercise its discretion in requiring filing of economic interest statements by members of boards and commissions.

The SEI form and its attachments are currently available on the Ethics Board website in a fillable PDF format. However, an SEI filer must still print the form, complete the sworn affidavit, and submit a hard copy to the Ethics Board. The hard copy forms are reviewed and stored in the Ethics Board office. SEI forms are public records and are subject to open records laws. Any requester that submits a written request by way of completing an approved form may review any SEI form, and the SEI filer is notified of the request.

In the interest of enhancing services available to required SEI filers, the Milwaukee County

Ethics Board is prepared to begin implementation of a means to allow SEI filers to complete and submit their SEI form in a secure, electronic format. The electronic form will include the required certifying statement to fulfill the purpose of the current affidavit. The means and methods used to implement this project can likely be used to facilitate similar projects with or for other departments, such as that in research by the Milwaukee County Election Commission.

Project Description

The SEI project will be two-tiered and the following results are anticipated:

TIER ONE:

- The SEI form, along with the honorariums, fees, and expenses information, will be submitted securely and electronically, in support of Milwaukee County's goal of improving its use of technology.
- By including the certifying statement of understanding, full completion, and intended accuracy on the form, filers will not need to locate a notary before signing, saving time for all filers.
- After signing the form electronically, the SEI filer will receive a confirmation that a form has been filed in their name and successfully submitted to the Ethics Board, providing a transaction record for all parties.
- The Ethics Board will receive the form in a database format, allowing for improved sorting, storing, organizing, reviewing, and updating, and in support of Milwaukee County's goal to implement more efficient business processes.
- Electronic submission will reduce the amount of paper used for SEI filing, in support of Milwaukee County's green initiative.

TIER TWO:

- Tier two of the project will allow basic data from the SEI form to be uploaded to the Ethics Board website, in support of Milwaukee County's goals of improving public accountability and accessibility.
- The index will be generally modeled after the State of Wisconsin Government Accountability Board's *Eye on Financial Relationships* website, following an established standard and trending positively toward more open government.
- Existing procedures will not be modified as regards requests to view a full copy of any SEI form, in accordance with open records laws and standards.

Fiscal Impact

The Ethics Board will use a balance of funds appropriated for its related Ethics Training project which is being developed and implemented on an ongoing basis. As a result, there is no fiscal impact on Milwaukee County.

Respectfully Submitted,

Veronica W. Robinson

Veronica W. Robinson
Executive Director/Secretary, Ethics Board/PRB

c: Scott Walker, County Executive
Cindy Archer, Director – Department of Administrative Services
Milwaukee County Ethics Board
Lisa Weiner, Manager, Election Commission
Laurie Panella, Interim CIO – IMSD, Department of Administrative Services
Davida Amenta, Budget Analyst, DAS-Fiscal
Rick Ceschin, Senior Research Analyst, County Board of Supervisors
Jerome Heer, Director, Department of Audit
Robert E. Andrews, Deputy Corporation Counsel, Corporation Counsel

File No.

BY VERONICA W. ROBINSON, EXECUTIVE DIRECTOR, MILWAUKEE COUNTY ETHICS BOARD.

A RESOLUTION

A resolution that authorizes the development and implementation of a secure means of completing Statements of Economic Interest (SEI) forms online; submitting them electronically to the Office of the Ethics Board; and subsequently creating a simple online, publicly-accessible index of required SEI filers.

WHEREAS, all county elected and appointed officials, candidates for elected county offices, and county employees, whose duties and responsibilities, performed for or on behalf of the county or any board or commission thereof, include the awarding or execution of contracts for the purchase of supplies, services, materials, and/or equipment; the construction of public works; and/or the sale or leasing of real estate, or who may be designated by the Ethics Board, shall file Statements of Economic Interests; and,

WHEREAS, the duties of the Ethics Board also include preservation of the Statements of Economic Interests for a period of six (6) years from the date of receipt in a form that will facilitate document retention; and

WHEREAS, the duties of the Ethics Board also include accepting, filing, and having available for public inspection any information related to the purposes of the Ethics Code, including Statements of Economic Interest forms; and,

WHEREAS, since the Milwaukee County Ethics Board does not currently accommodate electronic submission of Statements of Economic Interest forms, filers must locate a notary public and must then submit a paper form to the Office of the Ethics Board, while individuals seeking information about filers must visit the Office of the Ethics Board at the Milwaukee County Courthouse; and

WHEREAS, Milwaukee County has taken steps to encourage sustainable work practices such as reduced paper usage and electrical consumption; to promote open government and enhanced public access by placing more public information on its websites; and to be more fiscally responsible by utilizing more modern technologies such as Legistar, a legislative workflow database; and

WHEREAS, the Ethics Board can efficiently and effectively meet the said duties by means of, among other things, a workflow database, and can partner with other County agencies with the same or similar goals; and

WHEREAS, the State of Wisconsin's Government Accountability Board has set the standard for online access to basic financial disclosure data through its *Eye on Financial Relationships* website; and

WHEREAS, the Executive Director has managed the funds allocated toward development and implementation of an ethics training program in a fiscally responsible manner and has funds available to expend on this related development and implementation of an online means to file, submit, store, organize, and manage SEI forms; to upload basic

financial data into a public-access database; to improve the ease in which filers are able to file SEI data from one year to another; and to assist the Ethics Board in meeting its duties as related to Statements of Economic Interest forms and related training; now, therefore

BE IT RESOLVED, that the Executive Director, Milwaukee County Ethics Board, is hereby authorized to work in partnership with the Department of Administrative Services Information Management Systems Division to develop and implement a means of online financial disclosure filing via the Statement of Economic Interests form.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 16, 2010

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Electronic Submission of SEI Form

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☒ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.[1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The action would approve the use of 2010 budgeted funds in the Ethics Board budget for payment of expenses related to developing and implementing a means of receiving Statement of Economic Interest forms in a secure, electronic format and for uploading basic data into a publically accessible online index.

B. Because the funds used are already approved for related use in implementing the Ethics Boards training and development program, no additional direct costs, savings, or anticipated revenues are associated with the request or proposed action within the current budget year.

C. The available funds would be expended toward completion of the project. Expenditures are projected around $30,000 but the Ethics Board continues to promote fiscal responsibility in the form of using in-house resources wherever possible, which is expected to facilitate reduced expenses. The project has no effect on revenue. There is a no net tax levy impact by approving this project.

D. It is assumed there is no fiscal impact because the project uses 2010 budgeted funds.

Department/Prepared By Veronica W. Robinson

Authorized Signature Veronica W. Robinson

Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

COUNTY OF MILWAUKEE
Inter-Office Communication

DATE: November 18, 2010

TO: Lee Holloway, Chairman, Milwaukee County Board of Supervisors

FROM: Lisa J. Marks, Director, Department of Child Support Enforcement

SUBJECT: **AUTHORIZATION TO EXECUTE THE 2011 STATE/COUNTY CONTRACT FOR THE ADMINISTRATION OF THE MILWAUKEE COUNTY CHILD SUPPORT PROGRAM**

The Director of the Department of Child Support Enforcement respectively requests authority to execute the 2011 State/County Contract covering the administration of child and spousal support and establishment of paternity and medical support liability program between the State of Wisconsin's Department of Children and Families and Milwaukee County. Draft copy attached.

Background

For 2011, the method of funding for Child Support continues to include the 66% Federal match for IVD program expenditures, incentive money based upon performance in the federal performance measures (establishment of paternity, establishment of support orders – including the establishment of medical support orders, and the rate of collection of current support and arrears), reimbursement for medical support liability and State general purpose revenue.

Recommendation

The Department recommends that the County Board of Supervisors authorize and direct the execution of the 2011 State/County Contract.

Respectfully submitted,

Lisa J. Marks, Director
Department of Child Support Enforcement

cc: Scott Walker, Milwaukee County Executive
Willie Johnson Jr., Chair, Judiciary, Safety and General Services – County Board
Cynthia Archer, Director –Director, Department of Administrative Services
Rick Ceschin, Analyst - County Board
Antionette Thomas-Bailey, Analyst – Department of Administrative Services
Linda Durham, Committee Clerk - County Board

Attachments

File No. _____
(Journal, _____, 2009)

(ITEM _____) From the Director, Department of Child Support Enforcement, requesting authorization to enter into the 2011 State/County contract for the administration of the Milwaukee County Child Support program, by recommending the adoption of the following:

A RESOLUTION

WHEREAS, Milwaukee County and the Wisconsin Department of Children and Families are required under Wis. Stat. § 59.53(5) to enter into a contract for the implementation and administration of the Child and Spousal Support, Establishment of Paternity and Medical Support Liability Programs under Wis. Stat. § 49.22 ; and

WHEREAS, execution of this contract is necessary to ensure continued administrative reimbursement for child support services as administered by the Department of Child Support Enforcement; and

WHEREAS, the Director, Child Support Enforcement, has requested authorization to execute the 2011 State/County Contract; and

WHEREAS, the term of the contract shall be from January 1, 2011, through December 31, 2011; and

WHEREAS, the Judiciary, Safety and General Services Committee, at its meeting on _____, 2010, recommended approval of the contract by a vote of _____; now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors does hereby authorize the Director of Child Support Enforcement, or her designee, to enter into and execute the 2011 State/County Contract Covering the Administration of Child and Spousal Support and Establishment of Paternity and Medical Support Liability Programs between the Department of Children and Families and Milwaukee County.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: Novem ber 18, 2010

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Request from the Director of the Department of Child Support Enforcement for authorization to execute the 2011 State/County Contract for the administration of the Milwaukee County Child Support program.

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		0
	Revenue		0
	Net Cost		0
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.[1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The Director of Child Support Enforcement requests authorization to execute the 2011 State/County Contract for the administration of the Milwaukee County Child Support Program.

B. Execution of a contract between Milwaukee County Child Support Enforcement (CSE) and the State of Wisconsin, Department of Children and Families, is required under Wis. Stats. 59.53.

C. Execution of the 2011 contract was anticipated and included in CSE's 2011 budget, which included $19,628,798 in expenditures and $18,312,577 in revenues.

D. Approval of this request will result in no additional levy impact.

E. No further assumptions are made.

Department/Prepared By Lisa Marks, Director, Department of Child Support Enforcement

Authorized Signature

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

CY 2011 STATE/COUNTY CONTRACT
COVERING THE ADMINISTRATION OF CHILD AND SPOUSAL SUPPORT AND
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN
the
Department of Children and Families
and
«Field1» County

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County Copy [ ]

CY 2011 STATE/COUNTY CONTRACT
COVERING THE ADMINISTRATION OF CHILD AND SPOUSAL SUPPORT AND ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN
the
Department of Children and Families
and
«Field1» County

THIS CONTRACT is made and entered into for the period of January 1, 2011, through December 31, 2011, by and between the Department of Children and Families, hereinafter referred to as "Department," of the State of Wisconsin hereinafter referred to as "State", and the County Board of Supervisors of and its designated Child Support Agency under Wis. Stat. s. 59.53 (5), hereinafter referred to as CSA.

WHEREAS, the Department and the CSA are directed by Wisconsin Statutes section 59.53(5) to enter into a Contract for the implementation and administration of the Child and Spousal Support, Establishment of Paternity, and Medical Support Liability Programs under Wis. Stat. s. 49.22; and;

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the CSA agree as follows:

1. **Definitions.** The following definitions apply to the terms used in this Contract unless the context clearly requires otherwise:

   1.1 **Contract Addendum.** An addition to the Contract that is attached after both parties have signed the Contract. An addendum requires the signature of both parties or their designees.

   1.2 **Contract Amendment.** A change made to a contract by adding, subtracting or substituting terms and/or conditions. An amendment may or may not require the signature of both parties or their designees. Contract amendments must be made in consultation with the County Contract Committee.

   1.3 **Contract Appendix.** An addition to the main body of the Contract that is attached prior to the parties signing the Contract. An appendix does not require signatures of either party.

   1.4 **Contract Manager.** The contact person for each of the parties. The Department's Contract Manager is the official contact with the CSA and is responsible for enforcing provisions of the Contract including fiscal and programmatic, and assuring that the provisions are carried out by the CSA.

   1.5 **Contract Supplement.** A signed memorandum from the Department that notifies the CSA of increases or decreases to funding or time extensions in the Contract. A Contract Supplement requires the signature of the Department but does not require the signature of the CSA.

1.6 **County Contract Committee.** The County Contract Committee is a subcommittee of the members of the child support policy advisory committee (PAC) that serves to advise the department on matters relating to child support incentive payments.

1.7 **CSA Attorney.** Child Support Attorney means the attorney under Wis. STAT. 59.53 (6) employed by or contracted by the county board to provide support enforcement services specified under this contract on behalf of the State Department of Workforce Development.

1.8 **IV-D Program.** The Wisconsin program that provides child, spousal and medical support services, and paternity establishment services to parents and other custodians pursuant to 45 CFR 300 series, Wis. Stat. s. 49.22 and Wis. Stat. s. 59.53 (5).

1.9 **Policy Advisory Committee (PAC).** The Child Support Policy Advisory Committee is a group established in accordance with the Department's Policies and Procedures, made up largely of Child Support Agency (CSA) directors to provide input to the Division of Family and Economic Security (DFES) Administrator on matters relating to child support.

1.10 **"Parties"** means the Department of Children and Families ("Department") and CSA collectively.

1.11 **"Participant"** means an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.

1.12 **Single Statewide Point of Contact.** The Child Support Policy Advisory Committee (PAC) shall serve as the Single Statewide Point of Contact under this Contract to advise DFES management on issues related to implementation of programs and services under this Contract.

1.13 **State Disbursement Unit (SDU)** is the unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Wisconsin Support Collections Trust Fund (WI SCTF) located in Milwaukee. The State of Wisconsin is currently contracting with a private vendor, ACS State and Local Solutions, Inc. for SDU operations.

2. **Appointment of Contract Manager.** Each of the parties shall have a Contract Manager. The Department's Contract Manager is the Child Support Regional Administrator. The CSA Contract Manager is the individual responsible for managing the CSA as designated by the County Board.

3. **CSA's Duties and Responsibilities.** The CSA shall:

3.1 **General Requirements.** Implement and administer the responsibilities specified in this Contract with respect to the Child and Spousal Support and Establishment of Paternity and Medical Support Liability programs provided for by Title IV of the federal Social Security Act, in accordance with the language of Wis.Stats. s. 59.53(5) and other state and federal statutes, state administrative rules, federal regulations and controlling court cases in effect during the term of this Contract. The CSA agrees that the functions performed and services provided or purchased by the CSA, as specified in this Contract, shall be performed in accordance with statutes and rules stated above and the Department's Administrator's Memo Series, the Child Support Bulletins, the Bureau of Child Support (BCS) Memo Series, the Bureau of Child Support Letters Series, the Wisconsin Child Support Procedures Manual, the Wisconsin Child Support Policy and Program Administration Manual, the Wisconsin Child Support Forms and Documents Manual, the

Wisconsin Child Support Report Manual, the BCS Workweb, the Central Office Reporting (CORe) instructions, state and federally approved corrective action plans, fiscal audits, and fact sheets as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

3.2 **Provide Services.** Provide all appropriate child, spousal, and medical support services, and paternity establishment services to all cases participating in public assistance programs under Wis. Stat. s. 49.145, Wis. Stat. s. 49.19, and Wis. Stat. s. 49.45 including Kinship Care (Wis. Stat. s. 48.57(3m)), Wisconsin Works (Wis. Stat. s. 49.141), Work Experience for Non-custodial Parents (Wis. Stat. s. 49.36), Medical Assistance Wis. Stat. s.49.45 and to all cases involving individuals in which application is made.

Child and spousal support and paternity establishment services include but are not limited to case intake and assessment, establishment of paternity, location of absent parents, establishment of enforceable child and spousal support obligations, enforcement of payment of child and spousal support obligations, and/or establishment and enforcement of medical support obligations. Establishment and enforcement of medical support obligations includes (1) the establishment of appropriate orders for health insurance coverage provided by parents and enforcement of said orders and (2) the establishment and enforcement of appropriate orders to recover birth costs.

3.2.1 **Provide Customer Service.** Provide direct customer service by responding to all inquiries from IV-D participants, including those inquiries related to centralized child support services. The CSA shall respond to participant inquiries and complaints referred from the Department according to the standards established in the CSA's customer service and complaint resolution plans.

3.2.2 **Establish Administrative Complaint/Fact Finding Process.** In accordance with 45 CFR 303.35 and Admin Rule DCF 102 Child Support Cooperation for W-2, establish an Administrative Complaint Process to respond to participant complaints, and maintain a file of all administrative complaints received and the written determinations issued by the fact finder.

3.3 **Hold Harmless.** If the CSA is of the opinion that any directive of the Department conflicts with a mandate contained in a federal statute or regulation, communicate this issue to the Department in writing and comply with the decision provided by the Department. To the extent that the CSA complies with the Department's decision, the CSA shall be held harmless from claims by the Department relating to such a conflict.

In the event of a lawsuit challenging the validity of child support enforcement statutes, regulations, or Department policies, the Department will defend such a lawsuit. In defending lawsuits, each party to the contract shall be responsible for matters within that party's authority and control.

3.4 **Cooperative Agreements.** Establish and maintain written cooperative agreements between the CSA and other county officials who have a statutory obligation pursuant to Wis. Stat. s. 59.53(5), to cooperate with the Department and agency as necessary to provide services required under the IV-D Program in compliance with this Contract.

Use the standard cooperative agreement developed in cooperation with WCSEA to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 CFR 303.107. Administrative reimbursement is available for services provided under a cooperative agreement for the calendar quarter during which the agreement is signed and for subsequent calendar quarters covered by the agreement. If no signed cooperative

agreement is in place for a calendar quarter, no Federal reimbursement is available for that calendar quarter.

Submit copies of the signed agreements and the three required attachments to the CS Regional Administrators by January 31. Copies of signed cooperative agreement must be provided to the CS Regional Administrator no later than March 31, to claim IV-D FFP reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

The CS Regional Administrator must review the agreements and notify the CSA within 20 business days if the agreement, on its face, fails to meet the minimum specifications required under BCS policy.

If anytime during the contract year, the CSA enters into agreements with additional cooperating agencies, the agency must immediately send a copy of the new agreement and the required attachments, to the CS Regional Administrator.

Agencies may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter that copies of appropriately signed cooperative agreements and the required attachments have not been provided to the CS Regional Administrator by the end of that calendar quarter.

3.5 **Purchase of Services Agreements.** As necessary, enter into inter-county agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The determination that the amounts are reasonable and necessary must be fully documented in the IV-D CSA records. Support enforcement services, which may be purchased, are those for which federal financial participation (FFP) is available under the IV-D regulations.

Copies of Specialized Service Contracts (SCs), defined as inter-county agreements to provide child support services, must be submitted to the CS Regional Administrator within 30 days after the agreement is signed by the counties.

3.6 **Notification of DCF Legal Counsel.** The CSA or the CSA attorney as defined in s. 59.53 (6), Wis. Stats. shall notify the DCF legal counsel in a timely manner of any IV-D case that is appealed to the Court of Appeals or the Supreme Court.

3.7 **Internet Access.** Have and maintain access to the Internet for all of the CSA caseworkers.

3.8 **Provide Information.** Provide any information requested for federal program reviews and audits.

3.9 **Information Technology Security.** Provide for information technology security in accordance with the Department's policies and procedures.

3.9.1 **CSA Security Officer.** Designate an employee as Functional CSA Security Liaison or Backup County Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.

3.9.2 **Security Manual.** Adhere to the Department's policies and procedures as provided in the Security Manual.

3.10 **Cooperation with Other Agencies.** Agree that the CSA will cooperate with county, tribal, and state-operated Economic Support agencies, Wisconsin Works agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the Child Support program.

3.11 **Kids Information Data System (KIDS).** Agree to cooperate with the operation of KIDS as agreed upon by the Department and the CSA. The CSA and Department shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract. Both parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The Department acknowledges its responsibility to maintain KIDS in maximum functional status for the benefit of all CSA and state users. The Department agrees to take all necessary actions to assure the uninterrupted availability of KIDS during normal business hours.

3.11.1 **Maintain Automation Equipment.** Maintain and not alter or add to any child support automation equipment in the physical location installed by the state unless prior approval is given. In accordance with Administrator's Memos, any costs incurred by the CSA as a result of Department approved equipment moves shall be reimbursed per the applicable federal financial participation (FFP) rate.

3.11.2 **No Alteration of Software.** Agree that neither CSA or other county staff nor persons working under contract for the CSA will alter state provided software installed on child support automation equipment or add software programs that will adversely affect child support automation in the CSA.

3.11.3 **Authorized Access to Automation Equipment.** Ensure that all automation equipment connected to the state computer reporting network is not accessible to persons other than those authorized by the CSA Security Officer for purposes of program administration and shall specifically limit such access in each cooperative agreement.

3.11.4 **Prior Approval to Install.** Obtain approval from the Department prior to the purchase or installation of automation equipment and software to be utilized on the Department administered computer systems, in accordance with the Department policies and procedures.

3.12 **Cost-Sharing Allocation Plan.** Reimburse the Department under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support enforcement or program administration.

3.13 **CSA Budget.** CSA will submit the annual budget to the Child Support Regional Administrator by March 31 of each year. The budget will include the projected expenditures for the child support agency and the projected child support expenditures for each cooperative agency. For cooperative agreements signed after the first quarter, the CSA will submit the signed cooperative agreement and the projected expenditures by the end of the quarter that the cooperative agreement is signed.

3.14 **Maintain KIDS Financial Records.** Be responsible to maintain and update KIDS financial information including the following:

3.14.1 **Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.

3.14.2 Receipt and Disbursement (R&D) Adjustments. Perform adjustments to receipt and disbursement amounts in accordance with the Department's policies and procedures.

3.15 Failure to Maintain KIDS Financial Records. The CSA shall be responsible for court - ordered reimbursement to case participants when the reimbursement is caused by the failure of the CSA to maintain proper KIDS financial records.

3.16 Reimbursement for Failure to Follow Policy. The CSA shall be responsible for reimbursement to case participants when the reimbursement is caused solely by the failure of the CSA to follow State statute, DCF written policy directives, or published IV-D directives that are appropriately and timely communicated to the CSA by the Department. In the event of a dispute, the CSA may follow the procedures under Sections 13 Disputes and 14 Hearings.

3.17 Collections, Receipts, and Disbursements. Pursuant to BCS policy, (1) redirect all child support payments to the WI SCTF (2) forward any child support or other support related payments received by the county to the WI SCTF for receipting into KIDS within 24 hours; (3) permit the State Disbursement Unit to receipt and deposit collections made payable to the county; (4) collect the Parent Locator Service fee under 45 CFR 303.70 and any other fees authorized by the Department.

3.18 Correspondence Liaison. Assist the Department in providing a timely response to program participant correspondence by designating the CSA director or an individual designated by the director as the correspondence liaison.

3.19 Confidentiality of Records. Agree to comply with the applicable federal and state laws and Department regulations concerning confidentiality of participants and case records including records maintained on KIDS.

3.19.1 Cooperating Agencies and Compliance with Regulations. Ensure that cooperating agencies have available all information necessary to perform the task under the cooperative agreement. The CSA will include in the agreement language that addresses compliance with state and federal confidentiality regulations. This language shall specify that the cooperating CSA will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D program. CSA and/or county security staff have the responsibility to ensure that requested access to KIDS meets the requirement of being for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for KIDS access must be approved by the appropriate Functional CSA Security Liaison and Backup County Security Officer or County Security Officer before state security staff will process the request.

3.19.2 Others Requesting KIDS Access and Compliance with Regulations. In the event that other individuals request access to the KIDS system through the CSA, the CSA shall recommend and grant access only for the purpose of administration of the IV-D Program. The CSA will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the Department prior to the Department granting such access. The agreements will address compliance with relevant state and federal confidentiality regulations specifying that the individuals granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the Child Support Program. CSA and/or County Security staff will have the responsibility to ensure that requested access to KIDS meets the requirement of being for the purposes of administration of the Child Support Program. Any request that does not meet that requirement must be denied at the local level. All requests

for KIDS access must be approved by the appropriate county CSA security officer or backup security officer before state security staff will process the request.

3.20 IRS Contract Language for General Services. The CSA agrees to comply with all Internal Revenue Service (IRS) procedures and safeguards (IRC 6103 and IRC 7213). The required IRS contract language for ensuring the confidentiality of IRS information is stated below.

The State is responsible for the issuance of a Child Support Bulletin to CSAs, which communicates the detailed requirements for the confidentiality of IRS information.

3.20.1 Performance.
For purposes of this section, the term "contractor" means county child support agency (CSA).

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
(9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

3.20.2 Criminal/Civil Sanctions.
(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

3.20.3 Inspection. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

3.21 **Bonding.** In accordance with 45 CFR 302.19, State IV-D programs are required to ensure that every person who has *access to or control over funds* collected under the program, be covered by a bond against loss resulting from employee dishonesty. Any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections, must be bonded. Even though CSAs no longer receipt and disburse funds, bonding is required due to the ability to access funds in KIDS through financial adjustments.

Counties must have a minimum bonding amount of $30,000 per employee. DCF has determined this amount sufficient to cover employee dishonesty. Counties that do not have a bonding policy in place may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the county for losses of support collections from the State's IV-D program.

DCF will not collect bonding information for individual agencies. All bonding information must be maintained by the agency and is subject to the State Single Audit Guidelines (SSAG).

4. **Department's Duties and Responsibilities.** The Department shall:

4.1 **General Requirements.** Perform the duties and responsibilities specified in this Contract in accordance with the state and federal statutes, state administrative rules, federal regulations, and controlling court cases, in effect during the term of this Contract.

4.2 **Administrator's Memos/Child Support Bulletins.** Maintain an index listing of all the Administrator's Memos, BCS Letters, and Child Support Bulletins released during the contract year that apply to the Child Support Program.

4.3 **Policy Directives.** Develop and maintain policy directives for administrative and enforcement activities relating to the Child and Spousal Support and Establishment of Paternity Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes, federal regulations, state administrative rules, and controlling court case(s) in new policy directives. Such citations shall be incorporated in the Child Support Manuals. Provide notification of new requirements within 30 days of enactment.

4.3.1 **New Initiatives or Programs.** Develop a contract addendum or amendment negotiated and executed under separate cover for any new initiatives or programs other than those specifically mandated by federal or state laws, rules or regulations.

4.3.2 **Reasonable Time Period to Implement.** Allow the CSA a reasonable time period in which to implement fully Department directives. Department directives, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the Department in accordance with the implementation timeframes of the federal or state laws, rules and regulations or court action.

4.3.3 **Extension of Time Period to Implement.** Allow the CSA to request an extension of the time period for implementing program requirements, which have a significant impact on the CSA and are not mandated by state or federal law or court order. The CSA may submit documentation of the hardship imposed, and the Department may then grant up to 45 days of exception to the implementation requirements.

4.4 **Policy Change.** If, after the beginning of the Contract period, the Department proposes a change to the requirements in the functions performed and services provided or purchased by the CSA which is not the result of implementation of state and federal statutes, rules and regulations, court orders or settlement agreements arising from litigation, the CSA, using the PAC, will have 30 days to comment to the Department on the fiscal impact of the change before the requirement takes effect. The PAC may request an extension of the comment period of up to 15 days. The Department shall consider the fiscal impact on the CSA before implementing the change in requirements. It is not the Department's intent to impose unilaterally impose any new and previously unbudgeted programs on the CSA.

4.5 **Advanced Manual Releases.** Distribute an advance copy of the Wisconsin Child Support Policy and Program Administration Manual releases to the Wisconsin Child Support Enforcement Association (WCSEA) Review Panel. The Review Panel will be given an opportunity to provide input on the manual releases they receive. The state's objective is to issue manual releases within six months of the enactment of child support related laws, statutes, or the issuance of the regulations.

4.6 **Monitoring.** Monitor the CSA's responsibilities as defined in this Contract, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.

4.7 **Consultation and Assistance.** Provide consultation and technical assistance on the child support program to CSAs.

4.8 **Comprehensive Training.** Provide comprehensive statewide training for CSA personnel including, but not limited to, new worker training, training related to new initiatives and KIDS enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the Child Support Training Advisory Committee (CSTAC). Child Support training materials and curriculum shall be made available to CSAs. Provision of classroom training and onsite training is subject to BCS budget limitations.

4.9 **Information to the Public.** Provide the public with information on the Child and Spousal Support Program.

4.10 **Standard Cooperative Agreements.** Use the standard cooperative agreements that conform to state and federal laws.

4.11 **Central Registry.** Provide Central Registry services to agencies.

4.12 **KIDS Maintenance.** Ensure ongoing maintenance of KIDS.

4.13 **KIDS Enhancement.** Responsible for the modification and enhancement of the KIDS system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports CSA program operations and performance improvements. The Department agrees to continue to take all necessary actions to modify the IV-A to IV-D (CARES/KIDS) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of KIDS.

4.13.1 **Child Support Customer Area Advisory Group (CSCA).** The Department shall establish the CSCA with four CSA representatives from four different agencies, appointed by the Wisconsin Child Support Enforcement Association (WCSEA). At least one of the

appointed representatives shall have KIDS financial expertise. The Department will consult with the counties via the CSCA regarding the prioritization of KIDS programming projects.

4.14 **Ownership of Software.** Retain all ownership rights in any state owned software or modifications thereof and associated documentation designed, developed, or installed as a result of this Contract.

4.15 **Delegation of Authority.** Delegate to Agency support enforcement attorneys, as defined in s. 59.53(6), Wis. Stats., its authority to establish paternity and to establish and enforce child support obligations by appearance in circuit court and, with prior approval of the Department, appearance in appellate court. The Department agrees to assist the Agency in preparation of appeals, upon request.

4.16 **Provide Direct Technical Assistance to Agencies.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct technical assistance to agencies, including assistance related to child support policy, KIDS processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.

4.17 **Confidentiality of Records.** Agree to comply with the applicable federal and state laws and Department regulations concerning confidentiality of participant and KIDS records.

4.18 **Tax Intercept.** The Department shall certify arrears for tax intercept and other certifiable debts using KIDS account balances as well as receive, distribute, and disburse tax intercept funds centrally through KIDS, and make information available in KIDS and other reports.

4.18.1 **Guardian Ad Litem Debts.** Pursuant to Wis. Stat. s. 71.935, on behalf of the county, certify guardian ad litem debts owed to the county to the Department of Revenue tax refund offset program in accordance with tax certification policies established by the Department.

4.19 **State Disbursement Unit (SDU) Advisory Group.** The Department shall designate a SDU Advisory Group. The Advisory Group shall include up to seven (7) CSA representatives, the regional administrators and other BCS staff and representatives from the Trust Fund. The Advisory Group shall be coordinated by a DFES staff member.

4.20 **New Hire Reporting.** Ensure employer compliance with the reporting requirements under DCF Rule 152 (New Hire Reporting).

5. **Procurement.**

5.1 **Equipment.** The CSA may purchase and install equipment in accordance with the Department's policies and procedures. The CSA shall be responsible for inventory, maintenance, replacement, and security of all this equipment.

The CSA shall keep all state owned automation equipment that is located in the CSA in a secure place and compensate the Department for any theft, damage, or other loss of equipment if the Department's prescribed security precautions have not been met.

6. **Allocations.**

6.1 **Standards of Performance and Performance Based Allocation.** Pursuant to Admin Rule DCF 152 and Wis. Stat. s. 49.24, the Department shall specify standards of performance and budget an allocation to the CSA as its proportionate share of dollars for performance based funding as identified in the applicable Administrator's Memo. The Department shall distribute the total available incentive funding under Wis. Stat. s. 49.24, to counties and eligible tribes.

6.2 **Federal Incentive for Recovery of Medical Assistance Payments.** The Department shall pay the CSA the 15 percent federal incentive rate earned for the recovery of Medical Assistance payments under the Medical Support Liability program. The 15 percent rate may be increased or decreased during the term of this Contract to reflect any applicable changes in federal law. Payment shall be made on the same schedule as administrative reimbursement.

6.3 **County Contribution.** The CSA agrees that performance incentives allocated to the county must be used to supplement and not supplant other funds used to carry out the child support program. The CSA agrees to maintain a minimum county contribution from local budget resources. The minimum county contribution level for CY 2011 is computed based on prior years' CORe expenditures.

As long as the State meets the minimum federal reinvestment level, no individual county will be penalized. However, if the State fails to meet reinvestment minimums, individual county CSAs that fail to maintain the minimum county contribution level will be subject to disallowance of incentive funds in an amount up to the full amount of local funds supplanted, plus the loss of federal matching funds if applicable.

If the State's failure to meet minimum reinvestment levels results in a loss of future incentive funds, counties that maintained their minimum county contribution level will not be penalized.

7. **Fees.**

7.1 **Federal Parent Locator Services.** Agencies shall be charged back FPLS fees as follows: the CSA's percentage of the statewide total allocation for Performance Based as shown in the CY 2011 allocations Administrator's Memo multiplied by the total amount of the FPLS fees charged to the Department by the federal Office of Child Support Enforcement.

8. **Funding.** Except as provided in Section 15.6.3 and 15.7, the CSA agrees that the obligation of the Department under this Contract is limited by and contingent upon legislative authorization and budget appropriations including those made by current Chapter 20, Wis. Stat. and if, during the term of this Contract, the state appropriations which fund programs under this Contract are not made or are repealed or reduced by actions of the Legislature or otherwise, the Department's obligation to fund and the CSA's obligation to fund and provide such service programs under this Contract is suspended.

8.1 **State GPR Funding.** As a result of child support funding reductions under the federal Deficit Reduction Act of 2005, additional GPR funding was provided to county child support agencies in the biennial budget. However, if federal law is subsequently modified to restore the ability to match federal child support incentive payments at the previous 66% match rate or higher, the CSAs can no longer access this funding after the federal legislation is in effect.

8.2 **Additional Funding.** The Department shall work with the CSA through the PAC to provide notice of any additional funding available to the CSA prior to its effective date. In the event that it is not possible to provide notification prior to the effective date, and to the extent allowed by law, the time period will be extended to provide the CSA the maximum period for use of the funds.

9. **Payment.** The Department shall reimburse the CSA for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the Department under this Contract are contingent upon: (a) substantial compliance by the CSA of all responsibilities identified in this Contract, and in accordance with state and federal laws; (b) authorization of Wisconsin and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The Department may reduce payments pursuant to state or federal audits. However, legislative authority is required for imposition of any federal Performance Audit/Review sanctions. Routine financial audits, such as performed under the single audit, do not require legislative authority.

9.1 **Reimbursement Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the Department's cost reporting system. The electronic expenditure report must be submitted to the Department on or before 4:30 on the 23rd day of the month following the month for which reimbursement is being claimed. If the 23rd day of the month falls on a non-business day for the State of Wisconsin, the due date for the expenditure report becomes due the next business day.

For all claims submitted timely, the Department will promptly issue the reimbursement payment by direct deposit. Said reimbursements are subject to reduction and/or recovery as provided in this Agreement. Late expenditure reports will be processed in the next month's payment cycle unless an earlier date is mutually agreed upon by the CSA and the Department.

Reimbursement payments for the first two months of each calendar quarter will be based upon a DCF estimate. The reimbursement payment for the final month of the calendar quarter will be the actual reimbursement for the entire quarter, less the estimated reimbursement payments for the first two months.

9.2 **Total Net Reimbursement.** Total net reimbursement to the CSA for allowable expenses shall not exceed the contracted amounts specified in Exhibits to this Contract. Net reimbursements under this contract may be adjusted for other amounts owed the Department.

9.3 **Final Reimbursement Claims.** The CSA shall submit all claims for reimbursement under this Contract to the Department within 90 days of the end of the Contract period unless an exception is granted by the Department. The Department shall make final payment within two months after the final reimbursement claim is submitted.

9.4 **Additional Claims Related to the Single Audit.** Claims for allowable costs not reported within 90 days of the end of the Contract period, or within the extended period if an extension is granted, will be submitted for federal reimbursement if (a) the costs are identified as a finding in the CSA's Single Audit, and (b) the CSA's Single Audit report is received within the mandated timeframes. Federal reimbursement received will be passed on to the CSA as a part of the audit resolution process.

The Department shall allow the CSA to claim additional reimbursement as a result of a subsequent Department-approved audit that identifies a Department error.

9.5 **Non-compliance.** The Department may withhold funds of a CSA that is in non-compliance with Contract or program requirements.

The Department may withdraw funds if the Department determines that the activities performed by the CSA do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 9.7.

9.6 **Advance Notice.** The Department shall provide 30 days advance notice to the CSA when an increase, decrease, or delay in payment will be made pursuant to Section 9.5. The Department will schedule a conference to resolve the issue that gave rise to the notice before the imposition of the decrease or delay. The CSA may appeal the Department's decision as provided by Section 13 and 14 of this Contract after the imposition of the decrease or delay or sooner if there is an impasse.

9.7 **Corrective Action.** The Department will notify the CSA of items that require corrective action and the need for the CSA to develop and submit a Corrective Action Plan. The county response must be submitted within 10 days of the date of the notice under this section, unless the Department approves an extension. A failure by the CSA to implement fully a Department-approved Corrective Action Plan shall result in a payment reduction to be determined by the Department.

10. **Records, Reporting, Monitoring and Security.**

10.1 **Record Keeping Requirements.** At least 45 days prior to the effective date of any Department reporting or record keeping requirement issued after the beginning of the Contract period, the Department shall provide the CSA with written notice of such a proposed reporting or record keeping requirement and allow the CSA an opportunity to review and comment on such a requirement. The CSA may comment on its own behalf or use a Single Point of Contact to communicate its concerns. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the Department without strict compliance with the above-stated notice and comment requirements. However, the Department shall make every reasonable effort to solicit comments from the CSA prior to implementing such record keeping and reporting requirements.

10.2 **Records Maintenance.** The CSA shall maintain such fiscal records, financial statements, and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this Contract.

The CSA shall maintain such records, reports, evaluations, or other documents that are specified as needed by the Department for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The CSA shall furnish such reports and documents to the Department in the format and according to the schedules, as the Department requires. These reports must be in compliance with Department reporting instructions. The Department shall evaluate and monitor compliance with reporting instructions.

10.3 **Records Availability.** All records maintained by the CSA pursuant to this Contract shall be available to the Department on request and with adequate notice for inspection, examination, or audit. Except when the Department determines that unusual circumstances exist, the Department will give the CSA at least five working days written

notice unless the CSA consents to a shorter time frame. The Department shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the CSA.

10.4 **Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Contract shall be construed to limit, modify or extinguish any federal or state CSA's legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the CSA or to modify or limit the CSA's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

10.5 **Reconciliation with County Clerk or Designated County Comptroller's Office Records.** The County shall perform a reconciliation between the expenditure claims submitted to the Department by the CSA and the accounts of the County Clerk or designated county comptroller. The reconciliation will also include verifying revenues recorded by the CSA and the accounts of the County Clerk or designated county comptroller records. A work sheet shall be prepared by the County after the contract year-end showing the final reconciled balances and adjustments. If a reconciliation has not been completed at the time the Department completes its audit, the Department will conduct a reconciliation at the expense of the CSA.

11. Annual Audit.

11.1 Single Audit Requirement.

11.1.1 Hiring an Independent Auditor. The county shall hire an independent auditor to conduct a Single Audit pursuant to OMB Circular No. A-133, Department of Administration Audit Guide, and audit guidelines established and provided by the Department. The audit shall be completed and a report submitted to the county no later than nine (9) months after the end of the county fiscal year unless an extension is granted by the cognizant state agency for the audit (Department of Health Services). The county shall incorporate by reference in the engagement letter (Contract with the independent auditor), OMB Circular No. A-133 and any federal and state audit guidelines.

11.1.2 Technical Assistance. The Department agrees to provide technical assistance to the CSA that may include providing the independent auditor with financial information from Department records, work papers, and draft report review and attendance at conferences.

11.1.3 Submitting the Single Audit Report. The CSA agrees to provide to the Department one copy of the resultant audit report, including the management letter and any supporting documentation required by the Department, within 30 days after acceptance by the CSA and no longer than nine (9) months after the end of the CSA's fiscal year unless an extension is granted by the cognizant state agency for the audit (Department of Health Services). The audit report shall be based on OMB Circular No. A-133 and include: (a) the auditor's report on financial statements; (b) a schedule of federal and state assistance; (c) the financial statements; and (d) a schedule of federal and state grants by program including program disbursements; program revenues; net variance to be resolved; the auditor's report on the study and evaluation of internal control systems; the auditor's report on compliance including the specific identification of questioned costs, audit adjustments, audit exceptions, and the management letter.

11.2 Department Financial and Compliance Reviews.

11.2.1 Financial and Compliance Review. In the event that the Department conducts a financial and compliance review, it will include the examination of records maintained by the

CSA. The review shall be conducted in accordance with the Department procedures. This review will not supplant the requirement to conduct a single audit of the CSA.

11.2.2 Review Scheduling. The Department shall schedule a mutually acceptable entrance date with the CSA with at least a thirty (30) day advance notice or an earlier date, upon agreement. The Department shall provide the CSA with advance written notice stating the purpose and scope of the review.

11.2.3 Draft Review Report. If the Department determines that a review is needed, the Department agrees to complete a draft review of the CSA within 24 months of the Contract year to be reviewed.

11.2.4 Review Report. The Department agrees to provide the CSA with a copy of the resultant report, management letter, and supporting documentation upon completion of the financial and compliance review.

11.2.5 Independent Financial and Compliance Review. The Department reserves the right to conduct an independent financial and compliance review of the CSA if the CSA fails to secure a Single Audit covering all Department funds. In the event that the CSA fails to secure a Single Audit, Department costs for completing a financial and compliance review will be charged back to the CSA.

11.2.6 Additional Review Resulting from the Loss of Federal Funds. The Department may conduct an additional review if a CSA action not identified in the Single Audit results in the loss of federal funds. This additional Department review will determine if an audit exception is appropriate.

11.2.7 Audit Resolution. The Department will initiate resolution of findings with the CSA pursuant to Audit Resolution policies developed by the Department. Nothing in this Section shall be construed to govern the acceptance or guidance of the CSA by any state agency other than the Department of Children and Families.

11.3 Audit Disallowance.

11.3.1 CSA's Liability. The CSA shall be liable for the entire amount of the audit adjustment attributed to the CSA. The actual amount of a disallowance against the CSA shall be determined through the Department's Audit Disallowance policy as stated in the Department's Policies and Procedures.

11.3.2 Fiscal Sanction. No fiscal sanction shall be taken against the CSA unless it is based upon a specific policy that was: (a) effective during the time period which is being audited, and (b) communicated to the CSA department head or designee in writing by the Department or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for 60 days after the date the CSA receives written notice of the requirement. This 60-day hold-harmless period may be extended by the Department upon CSA's proof of hardship. The 60 day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law and regulations or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law and administrative or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the CSA's responsibility to implement policies by their effective dates.

11.4 Audit Adjustments

11.4.1 Audit Adjustment Determination. If, pursuant to an audit under Section 11, that there is an error in the CSA's fiscal and service records for this Contract or previous Contracts, the Department will take steps to recover or otherwise adjust the county's reimbursement under the Contract. The Department shall limit the increase or decrease to the audited error and shall confer with the CSA before increasing or decreasing the monthly payment for this Contract. The parties may negotiate the timing and amount of the adjustment at the CSA's request.

11.4.2 Payment Adjustments. The parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The Department may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

12. **Administrative Review.**
The CSA shall be entitled to an administrative review if both of the following occur:
1. The Department and the CSA disagree about the interpretation of any provision of this Contract; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through departmental conference); or (b) any audit of the CSA as described in this Contract (review is through the audit resolution policy); or (c) any audit resolution process (review is through the audit resolution policy; or, (d) any federal audit of the CSA or the Department.

13. **Disputes.** The CSA's method of resolving any dispute or controversy arising out of or relating to this Contract shall be the complaint process provided in this section. The CSA may address a written complaint to the Legal Counsel of the Department at the following address: Department of Children and Families Legal Counsel, P.O. Box 8916, Madison, Wisconsin 53706-8916. At the same time the complaint is filed with the Department's Legal Counsel, the complaint also may be filed with the Child Support Policy Advisory Committee (with notice to the Legal Counsel) for its next regularly scheduled meeting. If the complaint is not filed with the Child Support Policy Advisory Committee, the Legal Counsel shall respond in writing within ten business days. If the complaint is filed with the Committee, the Legal Counsel shall respond within ten business days of receipt of the Policy Advisory Committee's recommendation. Time periods may be extended by agreement of the Department and the CSA. If either the CSA or the Department's Contract Manager is not satisfied with the response, either the CSA or the Department's Contract Manager may request a review of the decision using the process in Section 14.

14. **Hearings.** If the Department and the CSA disagree about the interpretation of any provision of this Contract other than the disagreements described in Section 13 above and a substantial interest of the CSA is injured by an action of the Department, the CSA shall then be entitled to a hearing before the Wisconsin Division of Hearings and Appeals which must be requested within 60 days (including weekends and holidays) from the day the action in question occurred. The following procedures shall apply: (a) the Department shall schedule a hearing within 60 days (including weekends and holidays) of receipt of the appeal request; (b) both the CSA and the Department shall be entitled to one 30-day (calendar days) continuance of the hearing upon written notification to the other party and to the Wisconsin Division of Hearings and Appeals; (c) the hearing shall be conducted as if it were a Class 3 case hearing under Ch. 227 of the Wis. Stats. At the hearing, the parties may present evidence, call and cross-examine witnesses, and make arguments on the issues; and (d) either party may ask the Secretary of the Department to review the proposed decision within 30 days of its issuance. If neither party makes such a request within the 30 days, the proposed decision shall be final. If either party makes such a request within 30 days, the Secretary may allow both parties to file written arguments before a final decision is issued.

15. General Provisions.

15.1 Civil Rights Compliance (CRC) Requirements. The Agency agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement. The website with Instructions and Templates necessary to complete both your CRC Letter of Assurance (LOA) and CRC Plan to meet civil rights compliance requirements is located at: http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm

The process by which the Agency will ensure compliance with the CRC Requirements has changed from previous years. Additional resources and training information is available at: http://dcf.wisconsin.gov/civil_rights/default.htm

Below is a brief summary of the requirements.

15.1.1 Civil Rights Compliance Plan. A Civil Rights Compliance (CRC) Plan is required to be completed by any Agency that has twenty-five (25) or more employees and receives a total of $25,000 or more in total government funding from Department of Children and Families (DCF), the Department of Health Services (DHS) and/or the Department of Workforce Development (DWD).

The CRC Plan must be developed and completed in accordance with the instructions provided in the CRC Requirements document at the link above. The CRC Plan is to be completed and must be kept on file at the Agency. It is not to be submitted to the Department of Children and Families. This is a change from previous CRC Plan requirements.

All CRC Requirements must be met, including the training of all agency staff and the posting of all required notices, prior to the submittal of the Letter of Assurance (LOA) required below in Section 2.

15.1.2 Letter of Assurance (LOA). The Agency is required to submit a Letter of Assurance (LOA) to ensure that the agency has implemented state and federal Civil Rights Compliance (CRC) laws, requirements, rules and regulations, as they pertain to the services covered by this agreement, and as a condition for receiving federal and/or state financial assistance from DCF.

The Agency, regardless of size, must complete and submit a Civil Rights Compliance LOA to the Department's Civil Rights Compliance Unit.

The LOA must be completed and submitted to the Department by April 15, 2011. Send your completed LOA to:

Equal Opportunity Officer
Civil Rights Compliance Unit
Department of Children and Families
201 E. Washington Avenue, Room G200
PO Box 8916
Madison, WI 53708-8916

15.2 Non-Discrimination/Affirmative Action Requirements. In connection with the performance of work under this contract, the Provider agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap,

sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

15.2.1. Written Plan. Contracts that are twenty-five thousand dollars ($25,000) or more require the submission of a written Affirmative Action (AA) Plan by the Provider. An exemption from this requirement occurs if the Provider has a workforce of less than twenty-five (25) employees. Within fifteen (15) calendar days of signing this Contract, the Provider must submit the Plan to the Department for approval. Instructions for preparing the Affirmative Action Plan are available on the WI Department of Administration website at: http://vendornet.state.wi.us/vendornet/contract/contcom.asp

Your written plan or any questions should be submitted to the following:

Department of Children and Families
Bureau of Finance – Procurement Officer
201 E. Washington Avenue, Room A200
PO Box 8916
Madison, WI 53708-8916

15.2.2 Posting of Notice. The Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the Department that sets forth the provisions of the State of Wisconsin's non-discrimination law.

15.2.3 Failure to Comply. Failure to comply with the conditions of this Non-Discrimination/Affirmative Action section may result in the Agency becoming declared "ineligible", termination of the Contract or withholding of payment.

15.3 Lobbying Certification. In conformance with federal law, the authorized County representative must review, sign and return with this Contract either the Certificate Regarding Lobbying form (Attachment A) or the Disclosure of Lobbying Activities (Attachment B).

15.4 Debarment Certification. In conformance with federal law, the authorized County representative must review, sign, and return the Certificate Regarding Debarment and Suspension form. (Attachment C)

15.5 Pro-Children Act. Since a portion of the funds under this Contract is from federal sources, the CSA shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994. The law bans smoking in any indoor facilities (and any portion thereof) owned, leased, or contracted for, by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

15.6 Provisions of Services and Programs.

15.6.1 Funding Limitations. Except as provided in state and federal statutes, the CSA shall perform the functions and provide the services within the limits of State and CSA appropriations used to match State and federal funds.

15.6.2 CSA Funding. Nothing in this Contract shall be construed to require the expenditure of CSA funds, except as specifically provided herein and authorized by the CSA board.

15.6.3 Lawful Power and Duties. Nothing contained in this Contract shall be construed to supersede the lawful power or duties of the County. The County shall carry out its responsibilities under the sections of this Contract through its appropriate County departments.

15.7 Conditions on the Parties' Obligations. This Contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the Department shall serve to terminate this agreement except as further agreed by the parties hereto.

15.8 Entire Agreement. It is understood and agreed that the entire Contract between the parties is contained herein, and includes the Attachments and Exhibit 1 incorporated herein by reference. The Contract supersedes all previous commitments, promises, and representations, either oral or written, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Department and the County have executed this Agreement as of the day and year first above written.

_____ _____
Print Name and Title Date

_____ _____
Signature Date
County Executive, Board Chairperson, or Designee
Authorization attached if designee

_____ _____
Julie Kerksick, Administrator Date
Division of Family and Economic Security
Department of Children and Families

NOTE: A County Board resolution must be attached authorizing and naming a designee if the Executive or Chairperson of the county does not sign the Contract.

Log #

ATTACHMENT A

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By_____ Date:_____
(Signature of Official Authorized to Sign Application)

For:_____
Name of Provider

_____
Title of Program

ATTACHMENT B
Approved by OMB
0348-0046
(Reproduced by DCF)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post award

3. Report Type:

☐ a. initial filing
b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:

☐ Prime ☐ Subawardee
Tier _____, *if known*:

Congressional District, *if known*:

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, *if known*:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if applicable*:

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:

$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):

11. Amount of Payment (check all that apply):

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply):

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi--annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Tele. No.: _____ **Date:** _____

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046
(cont.)

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page.

The applicant agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction". Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

BY _____ Date _____

(Signature of official authorized to sign)

CY 2011 State/County Contract Covering the Administration of Child and Spousal Support and Establishment of Paternity and Medical Support Liability Programs By and Between the Department of Children and Families and Milwaukee County

COUNTY APPROVALS:

Approved as to form and independent contractor status:

Timothy R. Schoewe

Timothy Schoewe
Corporation Counsel
DATE: 11-18-10

Approved:

_____

Jason Gates, Director
Risk Management

DATE:_____

CY 2011 State/County Contract Covering the Administration of Child and Spousal Support and Establishment of Paternity and Medical Support Liability Programs By and Between the Department of Children and Families and Milwaukee County

COUNTY APPROVALS:

Approved as to form and independent contractor status:

_____
Timothy Schoewe
Corporation Counsel
DATE:_____

Approved:

_____
Jason Gates, Director
Risk Management

DATE: 11/18/10

7

OFFICE OF CORPORATION COUNSEL

Milwaukee County

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
Deputy Corporation Counsel

JOHN F. JORGENSEN
MARK A. GRADY
JOHN E. SCHAPEKAHM
TIMOTHY R. KARASKIEWICZ
JEANEEN J. DEHRING
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

MEMORANDUM

DATE: November 23, 2010
TO: Mr. Lee Holloway, Chairman
Milwaukee County Board of Supervisors
FROM: Robert E. Andrews, Deputy Corporation Counsel
SUBJECT: Claim Filed By: Progressive Insurance
Re: Maria Rios & Carmen Perez
Date Claim Filed: September 28, 2010

On July 10, 2010 Carmen Perez was driving a vehicle owned by Maria Rios through Jackson Park for the purpose of dropping off her handicapped nephew at the playground. After doing so she was driving out of the park when her car was struck by a County golf cart. Both the vehicles were driving on a walkway that is commonly used for motorized vehicles.

The golf cart was owned by the County and was being operated by a County employee, Robert McFarland. 3rd-Party witnesses were of the opinion that Mr. McFarland was driving too fast for conditions. The golf cart was coming around a corner of the building which blocked Mr. McFarland's vision of the oncoming car. Because of the speed of the cart, it was unable to stop before it hit the motor vehicle. A sheriff investigated this matter and confirmed the above.

Maria Rios, the owner of the vehicle, elected to have the accident related damage repaired through her insurer, Progressive Insurance. Progressive submitted a subrogated claim to Milwaukee County in the amount of $1463.03 for the repair to Ms. Rios' 2001 Nissan Altima. The County's adjuster has reviewed the incident and the claim for damages and finds that Milwaukee County is liable for the full amount of damages and recommends payment of the amount of the claim. Corporation Counsel supports this resolution.

Please refer this matter to the Judiciary Committee where it may be placed on the agenda of its next meeting. At that time Corporation Counsel will appear recommending payment of $1463.03 in full payment settlement of all claims arising out of the July 10, 2010 incident at Jackson Park. Thank you.

_____
REA/amb

cc: Linda Durham
Jennifer Mueller
Barb Pariseau

OFFICE OF CORPORATION COUNSEL

Milwaukee County

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
Deputy Corporation Counsel

JOHN F. JORGENSEN
MARK A. GRADY
JOHN E. SCHAPEKAHM
TIMOTHY R. KARASKIEWICZ
JEANEEN J. DEHRING
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant Corporation Counsel

MEMORANDUM

DATE: November 23, 2010
TO: Mr. Lee Holloway, Chairman
Milwaukee County Board of Supervisors
FROM: Robert E. Andrews, Deputy Corporation Counsel
SUBJECT: Claim filed by: Laressa Owens v. Milwaukee County
Case No. 09SC42721

On June 20, 2009 Jermaine Moore was driving a vehicle owned by Laressa Owens in a parking lot at Lincoln Park when it was allegedly struck by an unsecured gate which is used to prevent access to the lot while the park is closed. The damaged vehicle was a restored 1980 Olds Cutlass LS and an investigation by the Sheriff's Department on the next day was able to corroborate most of the statements of Mr. Moore.

Ms. Owens filed a claim against the County seeking more than $5000.00 as the cost to repair her vehicle. When her claim could not be satisfied, Ms. Owens commenced a lawsuit against the County. After a full hearing the Court awarded judgment to Ms. Owens in the amount of $776.50, which included court costs. The County's insurer is supportive of the outcome of the case and recommends payment in full in the amount of $776.50 to satisfy the judgment. Corporation Counsel concurs.

Please forward this matter to the Judiciary Committee so that it may be placed on the agenda of its next meeting. At that time Corporation Counsel will appear recommending payment of the County's insurer in the amount of $776.50. Thank you.

_____
REA/amb

cc: Linda Durham
Jennifer Mueller
Barb Pariseau

9

OFFICE OF CORPORATION COUNSEL

Milwaukee County

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
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JEANEEN J. DEHRING
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant Corporation Counsel

MEMORANDUM

DATE: November 23, 2010
TO: Mr. Lee Holloway, Chairman
Milwaukee County Board of Supervisors
FROM: Robert E. Andrews, Deputy Corporation Counsel
SUBJECT: Claim Filed By: Douglas Slottke
3717 South 16th Street
Milwaukee, WI
Date Claim Filed: August 14, 2010

On August 9, 2010 a Milwaukee County Deputy Sheriff Charles Hadfield responded to a disabled vehicle call on northbound I-43. The disabled vehicle was a 2005 Jeep Grand Cherokee which is owned by Douglas Slottke. The Deputy determined that safety required that the Jeep be pushed by the squad off the freeway. After doing so, it was learned that the squad damaged the cover on the rear bumper of the jeep.

The Sheriff's Department investigated this matter, and, although it found no wrong doing on the part of the Deputy, recommended that the claim be paid. Multiple estimates were submitted by the claimant. The County's adjuster chose the lowest and most responsible estimate in the amount of $635.50. Mr. Slottke accepted this resolution of his claim. Therefore the County adjuster adjoined by Corporation Counsel recommends the payment of $635.50 to Douglas Slottke in full settlement of all claims arising out of the August 9, 2010 incident.

Please refer this matter to the Judiciary Committee so that it may be placed on the agenda of its next meeting. Thank you.

_____
REA/amb

cc: Linda Durham
Jennifer Mueller
Barb Pariseau

OFFICE OF CORPORATION COUNSEL

Milwaukee County

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
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ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

DATE: November 19, 2010

TO: Supervisor Lee Holloway
Chairman, Milwaukee County Board of Supervisors

FROM: John E. Schapekahm,
Principal Assistant Corporation Counsel

SUBJECT: O'Donnell Park Garage – Authorization for Litigation and Retention of Counsel

---

On June 24, 2010, a 34-foot long architectural precast concrete facade panel affixed to the second level of the east side of the O'Donnell Parking Structure came free from the structural parapet on the side of the structure and fell to street level, resulting in one fatality and injuries to two other individuals.

Milwaukee County retained a qualified engineering firm, Inspec, to evaluate the facade failure. Inspec subsequently determined that none of the precast concrete facade panels were attached to the structure in the manner specified by the construction documents. Conversely, Inspec found no documentation authorizing the method used to affix the panels.

As a result of the June façade failure and resulting tragedy, Milwaukee County closed O'Donnell Parking Structure to the public and secured the structure with fencing. The County is, however, losing significant revenue

due to the closure of the Structure. The County will consider taking steps to either (1) make the Parking Structure safe for the public, or (2) pursue alternative uses for the space. There are various options under consideration to remediate the structure. Preliminary estimates of the cost of rehabilitating the structure range between $3,000,000 and $7,000,000, but the ultimate cost of rehabilitation may prove to be considerably higher.

Corporation Counsel believes it is in the best interests of Milwaukee County to (1) investigate the conduct of those parties involved with the original construction of the structure to determine whether any of them was legally culpable for the damages and losses Milwaukee County has suffered and continues to suffer, and (2) to pursue any viable claim Milwaukee County may have against any culpable party.

If appropriate, Corporation Counsel believes it should be authorized to commence and maintain (a) civil action(s), following consultation with the Committee on Judiciary, Safety and General Services of the Milwaukee County Board of Supervisors, against any culpable party causing the damages and losses Milwaukee County has suffered and continues to suffer because of faulty design, manufacture, supervision and/or final installation that contributed to the June 24, 2010 tragedy, the subsequent loss of revenues and the need to rehabilitate the structure

If appropriate, Corporation Counsel believes it should be authorized to engage and retain private counsel to assist him in the investigation into the viability of its claims for damages and losses against the several potentially liable parties involved with the original design, manufacture, installation and supervision of the

subject and construction means and methods used to attach the architectural precast concrete panels on the exterior of the O'Donnell Park parking facility.

Respectfully submitted,

Timothy R. Schoewe

Timothy Schoewe
Acting Corporation Counsel

John Schapekahm

JOHN E. SCHAPEKAHM
Principal Assistant Corporation Counsel

JES/kel
cc: County Executive Scott Walker
Linda Durham
Rick Ceschin
Jennifer Mueller
Barbara Pariseau

By the Committee on Judiciary, Safety and General Services

File No. ____-_____

(ITEM 1) WHEREAS, On June 24, 2010, a 34-foot long architectural precast concrete facade panel affixed to the second level of the east side of the O'Donnell Parking Structure came free from the structural parapet on the side of the structure and fell to street level, resulting in one fatality and injuries to two other individuals, and

WHEREAS, Inspec, Milwaukee County's retained engineering firm, has determined that none of the precast concrete facade panels were attached to the structure in the manner specified by the construction documents, and

WHEREAS, as a result of the June 2010 facade failure and resulting tragedy, Milwaukee County closed O'Donnell Parking Structure to the public and losing significant revenue, and

WHEREAS, as a result of the June 2010 facade failure and resulting tragedy, Milwaukee County will consider whether to (1) make the Parking Structure safe for the public, or (2) pursue alternative uses for the space, and

WHEREAS, there are various options under consideration to rehabilitate the structure costing between $3,000,000 and $7,000,000, and even considerably higher, NOW, THEREFORE,

BE IT RESOLVED, Corporation Counsel (1) investigate the conduct of those parties involved with the original construction of the structure to

determine whether any of them was legally culpable for the damages and losses Milwaukee County has suffered and continues to suffer, and (2) to pursue any viable claim Milwaukee County may have against any such culpable party or parties, and,

BE IT FURTHER RESOLVED, that Corporation Counsel be authorized to commence and maintain (a) civil action(s), following consultation with the Committee on Judiciary, Safety and General Services of the Milwaukee County Board of Supervisors, against any culpable party found to have causied the damages and losses Milwaukee County has suffered and continues to suffer because of faulty design, manufacture, supervision and/or final installation that contributed to the June 24, 2010 tragedy, the subsequent loss of revenues and the need to rehabilitate the structure, and,

BE IT FURTHER RESOLVED, that Corporation Counsel be authorized to engage and retain private counsel to assist him in the investigation into the viability of its claims for damages and losses against the several potentially liable parties involved with the original design, manufacture, installation and supervision of the subject and construction means and methods used to attach the architectural precast concrete panels on the exterior of the O'Donnell Park parking facility.

By the Committee on Judiciary, Safety and General Services

File No. ____-_____

(ITEM 1) WHEREAS, On June 24, 2010, a 34-foot long architectural precast concrete facade panel affixed to the second level of the east side of the O'Donnell Parking Structure came free from the structural parapet on the side of the structure and fell to street level, resulting in one fatality and injuries to two other individuals, and

WHEREAS, Inspec, Milwaukee County's retained engineering firm, has determined that none of the precast concrete facade panels were attached to the structure in the manner specified by the construction documents, and

WHEREAS, as a result of the June 2010 facade failure and resulting tragedy, Milwaukee County closed O'Donnell Parking Structure to the public and losing significant revenue, and

WHEREAS, as a result of the June 2010 facade failure and resulting tragedy, Milwaukee County will consider whether to (1) make the Parking Structure safe for the public, or (2) pursue alternative uses for the space, and

WHEREAS, there are various options under consideration to rehabilitate the structure costing between $3,000,000 and $7,000,000, and even considerably higher, NOW, THEREFORE,

BE IT RESOLVED, Corporation Counsel (1) investigate the conduct of those parties involved with the original construction of the structure to

determine whether any of them was legally culpable for the damages and losses Milwaukee County has suffered and continues to suffer, and (2) to pursue any viable claim Milwaukee County may have against any such culpable party or parties, and,

BE IT FURTHER RESOLVED, that Corporation Counsel be authorized to commence and maintain (a) civil action(s), following consultation with the Committee on Judiciary, Safety and General Services of the Milwaukee County Board of Supervisors, against any culpable party found to have causied the damages and losses Milwaukee County has suffered and continues to suffer because of faulty design, manufacture, supervision and/or final installation that contributed to the June 24, 2010 tragedy, the subsequent loss of revenues and the need to rehabilitate the structure, and,

BE IT FURTHER RESOLVED, that Corporation Counsel be authorized to engage and retain private counsel to assist him in the investigation into the viability of its claims for damages and losses against the several potentially liable parties involved with the original design, manufacture, installation and supervision of the subject and construction means and methods used to attach the architectural precast concrete panels on the exterior of the O'Donnell Park parking facility.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 11/19/10

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: O'Donnell Park Garage – Authorization for Litigation and Retention of Counsel

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

☒ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☒ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.

B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.[1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.

C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.

D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this Resolution will authorize Corporation Counsel to commence discussions with outside legal counsel to assess potential claims that might be brought by Milwaukee County against culpable parties and to develop a litigation budget for persuing such claims. Any decision to actually commence such litigation will be the subject of future resolutions and fiscal notes.

Department/Prepared By Corporation Counsel

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

OFFICE OF CORPORATION COUNSEL

Milwaukee County

11

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
Deputy Corporation Counsel

JOHN F. JORGENSEN
MARK A. GRADY
JOHN E. SCHAPEKAHM
TIMOTHY R. KARASKIEWICZ
JEANEEN J. DEHRING
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

INTER-OFFICE COMMUNICATION
ATTORNEY WORK PRODUCT

DATE: November 23, 2010

TO: Mr. Lee Holloway, Chairman
Milwaukee County Board of Supervisors

FROM: Molly J. Zillig, Principal Assistant, Corporation Counsel and
Roy L. Williams, Principal Assistant, Corporation Counsel

SUBJECT: Dewitt Webster vs. Milwaukee County
Case No. 08-C-0481

Please refer this matter to the Judiciary Committee to be placed on the agenda for its next meeting to approve the payment of $62,500.00 to Dewitt Webster (hereinafter "Webster") to settle in full his lawsuit against Milwaukee County as well as $45,000 to the Cross Law Firm for attorney's fees.

FACTS

Webster, a former Milwaukee County Highway Maintenance Worker I, filed this lawsuit against Milwaukee County alleging violation of his rights under the Federal Family and Medical Leave Act ("FMLA").

On January 16, 2005, Webster requested intermittent family leave to care for his seriously ill daughter. Gregory McKinstry (hereinafter "McKinstry" the now-deceased Human Resources Manager for Webster's department, granted intermittent FMLA leave to Webster on January 2, 2005. Webster made use of his intermittent leave until May 26, 2005, when McKinstry rescinded the previously approved FMLA. According to the records, as of January 16, 2005 when Webster's request was made, he had not worked the requisite 1250 hours over the previous 12 months prior to the date the leave was to begin in January 2005. Apparently, Webster only worked 1208 hours in 2004. Consequently, Webster was not eligible for leave under the federal guidelines when Greg McKinstry approved it in January 2005. Webster was, however, eligible for state FMLA under the state guidelines but could only receive two (2) weeks of approved leave to care for his daughter. Since Webster had used more than two weeks when McKinstry discovered his

error, Webster was told on May 26, 2005 that his FMLA for 2005 was exhausted (the time Webster was erroneously allowed to take as FMLA leave was, however, considered excused by McKinstry under Milwaukee County Civil Service Rules).

Webster next applied and was granted FMLA on February 9, 2006. However, between May 18, 2005 and February 9, 2006, Webster requested intermittent leave under FMLA. There are four (4) dates in 2005 wherein Webster alleges that he requested time off to care for his daughter: a) June 30, 2005; b) July 7, 2005; c) October 26, 2005; and d) December 29, 2005. On all the above dates, Webster alleges that he notified his supervisor that he would be taking FMLA to care for his daughter. Regarding the June 30, 2005, July 7, 2005 and October 26, 2005 incidents, Webster first received a counseling, then a written/verbal reprimand, then a one-day suspension for taking time off from work. At the time, management informed Webster that Milwaukee County "has no provisions to allow employees to randomly take time off." Webster grieved the June 30, 2005 and July 7, 2005 incidents and a determination was made that the disciplines on those dates were not for just cause. As such, the reprimands were ordered to be removed from Webster's personnel file. However, McKinstry counted the two (2) above dates as part of progressive discipline when this matter eventually made its way to the PRB for Webster's discharge in April 2006. The written charges upon which Webster found himself before the Milwaukee County Personnel Review Board were erroneous. In reality, Webster was 2 steps away from having written charges filed against him for his discharge according to departmental work rules.

1. June 30, 2005 was a counseling but was thrown out by arbitrator.

2. July 7, 2005 was a written/verbal but was thrown out by arbitrator.

3. October 26, 2005 was a written reprimand but should have been step 1 in progressive discipline with a counseling.

4. December 29, 2005 was a one (1) day suspension but should have been step 2 in progressive discipline with a verbal warning.

5. February 22, 2006 was a three (3) day suspension but should have been step 3 in progressive discipline with a written reprimand.

6. March 29, 2006 was a five (5) day suspension but should have been step 4 in progressive discipline with a one (1) day suspension.

7. April 3, 2006 was a ten (10) day suspension but should have been step 5 in progressive discipline with a three (3) day suspension.

8. April 5, 2006 was a discharge but should have been step 6 in progressive discipline with a five (5) day suspension.

Further investigation reveals that Webster was treated differently from other employees in requesting FMLA time. Webster was required to ask to speak with a supervisor personally, as opposed to other employees who could leave a message with an employee when calling in to report an absence. Additionally, the policy of coding absences was unevenly applied. Indeed it appears to have been common practice for different employees to be allowed more leeway than Webster regarding absences and adherence to call-in procedures. Webster's supervisors made it difficult for him to comply with the call-in procedures for requesting FMLA. Also, Webster was marked absent on days when he was actually working and disciplined for being absent. Finally, in 2007, the U.S. Department of Labor investigated Webster's complaints regarding the way he was treated when requesting FMLA time. The U.S. Department of Labor did find fault with the policy of Webster's department in not granting FMLA leave for the time prior to a call in from the employee. Webster was eventually terminated for violating the call-in procedures and was marked as being absent without permission when he called in after his shift started even though he had been previously approved for FMLA to provide care for his daughter on an intermittent basis.

SETTLEMENT

This case was set to go to trial on December 6, 2010. At a pretrial motion hearing before Judge Goodstein in U. S. District Court for the Eastern District of Wisconsin, the parties were able to reach a settlement. Milwaukee County agrees to pay Sixty Two Thousand, Five Hundred Dollars ($62,500), minus appropriate payroll deductions to Dewitt Webster. Said payment shall be considered wages earned in 2006, 2007 and 2008. Milwaukee County and Wisconsin County Mutual Insurance Corporation agree to pay $45,000 for attorney's fees incurred by Dewitt Webster to the Cross Law Firm. Dewitt Webster will be reinstated to employment with Milwaukee County as a Facilities Worker II, Pay Range 12F at Step 6, $16.9264 per hour. Finally, he will receive 3.0 years of seniority and pension service credit based upon his back pay award.

RESOLUTION

Re: Dewitt Webster vs. Milwaukee County
Case No. 08-C-0481

WHEREAS, a lawsuit was filed in the United States District Court for the Eastern District of Wisconsin against Milwaukee County by Dewitt Webster, a former Milwaukee County Highway Maintenance worker, alleging violation of his rights under the Federal Medical Leave Act ("FMLA"); and

WHEREAS, there are four (4) dates in 2005 wherein Webster alleges in his complaint that he requested time off to care for his daughter: a) June 30, 2005; b) July 7, 2005; c) October 26, 2005; and d) December 29, 2005. On all the above dates, Webster alleges that he notified his supervisor that he would be taking FMLA to care for his daughter. Regarding the June 30, 2005, July 7, 2005 and October 26, 2005 incidents, Webster first received a counseling and then received both verbal/written reprimands for taking time off "at his own discretion," as Milwaukee County "has no provisions to allow employees to randomly take time off." Webster grieved the June 30, 2005 and July 7, 2005 incidents and a determination was made that the disciplines on those dates were not for just cause. As such, the reprimands were ordered to be removed from Webster's personnel file. However, the above two (2) dates were counted as part of progressive discipline when this matter eventually made its way to the PRB for Webster's discharge in April 2006 and Webster was discharged from his position on September 27, 2006; and

WHEREAS, negotiations between the County by the Office of Corporation Counsel, Dewitt Webster and Attorney Christopher Kloth of Cross Law Firm, who represented the plaintiff in the federal lawsuit resulted in a settlement agreement at a pretrial hearing before Judge Aaron Goodstein to settle all claims arising out of the complaint and dismissal of the pending federal lawsuit and a release of claims by Dewitt Webster.

WHEREAS, the Committee on Judiciary, Safety and General Services at its meeting on December 2, 2010 voted ( ) to recommend payment; now, therefore;

BE IT RESOLVED, that Milwaukee County approves the payment of $62,500.00 to Dewitt Webster in backpay minus the appropriate payroll deductions and $45,000 to the Cross Law Firm for attorneys' fees to settle all claims arising out of Mr. Webster's lawsuit and the dismissal of said lawsuit.

BE IT FURTHER RESOLVED, Dewitt Webster will be reinstated to employment with Milwaukee County as a Facilities Worker II, Pay Range 12F at Step 6, $16.9264 per hour. Mr. Webster will receive 3.0 years of seniority and pension service credit.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 23, 2010

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: FMLA Lawsuit Filed by DeWitt Webster vs. Milwaukee County Case No. 08-C-0481

FISCAL EFFECT:

☐ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☒ Increase Operating Expenditures
(If checked, check one of two boxes below)

☒ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	62,500	0
	Revenue	0	0
	Net Cost	62,500	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this resolution will result in the payment of $62, 500 in back wages minus payroll deductions which will be charged to the Department of Transportation and Public Works salary account.

Approval of this resolution will result in a charge being applied to Milwaukee County's 2008 deductible with the Wisconsin County Mutual Insurance Corporation in the amount of $45,000.

Department/Prepared By Corporation Counsel

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

OFFICE OF CORPORATION COUNSEL

Milwaukee County

12

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
Deputy Corporation Counsel

JOHN F. JORGENSEN
MARK A. GRADY
JOHN E. SCHAPEKAHM
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JEANEEN J. DEHRING
ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

MEMORANDUM

DATE: November 22, 2010

TO: Lee Holloway, Chairman
Board of Supervisors

FROM: Roy L. Williams, Principal Assistant Corporation Counsel

SUBJECT: **Charlie Tate, Jr. v. Milwaukee County, et al.**
Case No. 06-C-0670 Eastern District

On January 27, 2010, Federal Court Judge Rudolph Randa found that the County defendants were liable for the injuries incurred by Charlie Tate while he was an inmate in the County Jail. After a hearing on damages the court awarded Mr. Tate an amount that presently is $44,800.00 (including court costs).

Mr. Tate complains that he was injured when he slipped and fell on a wet floor in the Jail. He also contends that a dislocated shoulder he received from being struck by an automobile while he was out of jail caused further injuries due to the care that he was given when he returned to jail.

Mr. Tate alleges that he injured his head, back and hand in the fall and an aggravation of the dislocated shoulder while he remained incarcerated. At the hearing Mr. Tate produced the testimony of four physicians who detailed the injuries he suffered while in the Jail. These doctors opined that the fall was the primary cause of his injuries. They also stated that the medical care he has obtained since his release were reasonable and necessary. The injuries to his lower back and hand were said to be permanent. The diagnosis for the lower back pain is lumbar degenerative disk disease and lumbar radiculitis. These incidents took place in 2006, and Mr. Tate continues to undergo treatment.

Mr. Tate operated an auto detail business named Quality Detail at the time of his incarceration. He testified to the loss of income due to the injuries in the jail. He also claims to have lost the ability to play the guitar that he had played professionally for a touring group called “The Mighty Clouds of Joy”.

The amount of the award of damages by Judge Randa was significantly less than the amount sought by Mr. Tate. He appealed the decision to the Seventh Circuit

in an effort to increase the size of the award. This summer the Court affirmed the decision of Judge Randa. The case has now been returned to the District Court.

It is the recommendation of the Office of Corporation Counsel that Mr. Tate be paid an amount not to exceed $44,800.00 to settle in full all claims arising out of his incarceration in the Milwaukee County Jail and dismissal of his lawsuit. Please forward this memo to the Judiciary Committee to be placed on the agenda of its next meeting. Thank you for your consideration.

_____
ROY L. WILLIAMS

RW/amb

cc: Linda Durham
Jennifer Mueller
Barb Pariseau

RESOLUTION

WHEREAS, Charlie Tate claimed that while an inmate in the county jail he slipped and fell on a wet floor and he alleges that he received insufficient medical treatment for a separate injury which occurred prior to his incarceration, and,

WHEREAS, in a civil rights lawsuit brought by Mr. Tate in Federal Court, Judge Rudolph Randa found that the County defendants were liable for the damages suffered by Mr. Tate, and,

WHEREAS, in a separate hearing for damages, the Court awarded judgment in favor of Mr. Tate for $44,800.00 (including court costs) based on the expert testimony produced by Mr. Tate as to the extent of his injuries, and,

WHEREAS, Mr. Tate was of the opinion that the damage award should have been significantly higher, and,

WHEREAS, Mr. Tate appealed the trial court's decision to the Seventh Circuit which dismissed the appeal and affirmed Judge Randa's decision, and,

WHEREAS, as there was a judgment outstanding against the County our insurer, Wisconsin County Mutual Insurance Corporation, agreed to pay, and Mr. Tate agreed to accept, the sum of $44,800.00 as settlement in full of the judgment and any claim Mr. Tate has arising out of his incarceration in the Milwaukee County Jail, and Corporation Counsel recommends approval of the payment; now, therefore,

WHEREAS, the Judiciary Committee, Safety and General Services at its meeting on December 2, 2010 voted ( ) to recommend the payment as proposed; Now, therefore,

BE IT RESOLVED, that the payment of Wisconsin County Mutual Insurance Corporation to Charlie Tate in the amount of $44,800.00 is hereby affirmed settling all claims Mr. Tate may have against Milwaukee County and its employees and satisfaction of the judgment against Milwaukee County.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 22, 2010

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Charlie Tate, Jr. v. Milwaukee County, et al

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this Resolution will result in a charge being applied to Milwaukee County's 2006 deductible with Wisconsin County Mutual Insurance Corporation in the amount of $44,800.00.

Department/Prepared By Corporation Counsel

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

OFFICE OF CORPORATION COUNSEL

Milwaukee County

TIMOTHY R. SCHOEWE
Acting Corporation Counsel

ROBERT E. ANDREWS
Deputy Corporation Counsel

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ROY L. WILLIAMS
COLLEEN A. FOLEY
LEE R. JONES
MOLLY J. ZILLIG
Principal Assistant
Corporation Counsel

MEMORANDUM

DATE: November 23, 2010
TO: Mr. Lee Holloway, Chairman
Milwaukee County Board of Supervisors
FROM: Robert E. Andrews, Deputy Corporation Counsel
SUBJECT: Claim Filed By: Jill M. Kawczynski
4895 South Katelynn Circle
Greenfield, WI
Date Claim Filed: April 17, 2009

The motor vehicle accident which is the subject of this claim occurred around 10:00 a.m. on March 29th, 2009 at the intersection of West Loomis Road and West Edgerton Avenue in the City of Greenfield. County employee Beth Liban drove a County vehicle through a solid red light and in doing so the vehicle struck the driver's side of a 2007 Ford Escape which was traveling through the intersection with a green light.

A passenger riding in the front seat of the vehicle, Jill Kawczynski, was injured. Complaining of neck and back pain at the scene of the accident caused her to be conveyed by ambulance to St. Luke's Medical Center. She was diagnosed with a cervical neck strain due to whiplash. Her physician prescribed physical therapy for her which lasted from April 3, 2009 to November 18, 2009.

The attorney for Ms. Kawczynski has submitted documentation of cost of treatment and her wage loss totaling $11,300.13. Liability is clear as a County employee, Ms. Liban, received a citation for Failure to Obey a Traffic Signal. A subrogated claim was filed by American Family Insurance which was the insurer of the Ford Escape. In December 2009, the County Board approved a payment $9118.22 to American Family Insurance Company to settle the property damage portion of these claims.

Negotiations between the County's adjuster and the attorney for Ms. Kawczynski have resulted in an agreement to satisfy all other claims for an amount not to exceed $23,000.00. Because of the liability in the extent of the damages, Corporation Counsel supports this resolution.

Please forward this matter to the Judiciary Committee so that it may be placed on the agenda of its next meeting. At that time Corporation Counsel will appear to recommend that the County Board approve the payment of an amount not to exceed $23,000.00 to Jill Kawczynski. Thank you.

_____

REA/amb

cc: Linda Durham
Jennifer Mueller
Barb Pariseau

RESOLUTION

WHEREAS, on March 29, 2009 Milwaukee County employee Beth Liban while operating a County vehicle ran through a solid red light at the intersection of West Loomis Road and West Edgerton Avenue and struck a 2007 Ford Escape which was traveling through the intersection on a green light, and,

WHEREAS, a passenger in the Ford Escape, Jill Kawczynski, was conveyed by ambulance to St. Luke's Medical Center from the scene of the accident for treatment of injuries to her neck and back, and,

WHEREAS, in addition to treatment at the hospital and from her personal physician, Ms. Kawczynski received physical therapy from April 3, 2009 to November 18, 2009, and,

WHEREAS, the attorney for Ms. Kawczynski has submitted evidence of medical bills and wage loss in the amount of $11,300.13, and,

WHEREAS, negotiations between the County's adjuster and the attorney for Ms. Kawczynski have resulted in an agreement to settle Ms. Kawczynski's claims in an amount not to exceed $23,000.00, and Corporation Counsel recommends approval, and,

WHEREAS, the Judiciary Committee, Safety and General Services at its meeting on December 2, 2010 voted ( ) to recommend the payment as proposed; Now, therefore,

BE IT RESOLVED, that Milwaukee County approves the payment by the Wisconsin County Mutual Insurance Corporation in an amount not to exceed $23,000.00 to Jill M. Kawczynski and her attorney Kevin Kukor to settle in full all claims Ms. Kawczynski has against Milwaukee County and its employees arising out of the March 29, 2009 motor vehicle accident.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: November 23, 2010

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Jill Kawczynski

FISCAL EFFECT:

☒ No Direct County Fiscal Impact

☐ Existing Staff Time Required

☐ Increase Operating Expenditures
(If checked, check one of two boxes below)

☐ Absorbed Within Agency's Budget

☐ Not Absorbed Within Agency's Budget

☐ Decrease Operating Expenditures

☐ Increase Operating Revenues

☐ Decrease Operating Revenues

☐ Increase Capital Expenditures

☐ Decrease Capital Expenditures

☐ Increase Capital Revenues

☐ Decrease Capital Revenues

☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. [1] If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Approval of this Resolution will result in a charge being applied to Milwaukee County's 2009 deductible with Wisconsin County Mutual Insurance Corporation in the amount not to exceed $23,000.00.

Department/Prepared By Corporation Counsel

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

[1] If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.