



OFFICE OF THE COUNTY EXECUTIVE

Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

DATE : June 28, 2011
TO : Lee Holloway, Chair, County Board of Supervisors
FROM : Chris Abele, County Executive
SUBJECT : Appointment of Kimberly Walker

Pursuant to Sec. 59.17 (2), Wis. Stats, and subject to the confirmation of your Honorable Body, I am pleased to appoint Ms. Kimberly Walker as Corporation Counsel for Milwaukee County.

Ms. Walker is a valuable and highly qualified individual who will bring honest and objective legal counsel to this position. Ms. Walker, a Marquette University Law School graduate, has served as director of HR compliance and employee relations for Johnson Controls' Building Efficiency group since April. Her duties included responsibility for developing and implementing policies and procedures in support of federal, state and local laws and regulations affecting human resources programs.

I am forwarding a copy of Ms. Walker's resume to you, and my office will be setting up meetings with each of you individually to meet with her prior to her confirmation.

I am confident Ms. Walker will do an excellent job as Corporation Counsel, and I urge you to give this appointment your favorable consideration.

Sincerely,

[Handwritten signature of Chris Abele]

Chris Abele
Milwaukee County Executive

CSA:emb
Attachment

C/att: County Board of Supervisors
Supervisor Willie Johnson, Jr., Chair-
Committee on Judiciary, Safety & General Services
Rick Ceschin, Research Analyst
Linda Durham, Committee Clerk
John Jorgensen, Acting Corporation Counsel
Patrick Farley, Director, Department Administrative Services
Kimberly Walker

# KIMBERLY R. WALKER

4318 N. 74<sup>th</sup> Street, Milwaukee, WI 53216 (414) 536-8618

## CAREER SUMMARY

Extensive legal, human resources and management experience in public and private sector, as well as state government. Labor relations experience. Strong interpersonal, written and verbal communication skills. Ability to effectively influence without authority.

## EXPERIENCE

**Johnson Controls, Inc.**

**2007 – Present**

*Director HR Compliance and Employee Relations – Building Efficiency, Milwaukee, WI*

*April 2011 - present*

- Provide independent and objective review, leadership, and direction for HR compliance and employee relations issues in North America.
- Direct coordination and completion of Office of Federal Contractor Compliance Programs (OFCCP) audits.
- Manage process for responding to Equal Employment Opportunity Commission (EEOC) charges and other HR related ethics complaints.
- Establish standardized method to handle, investigate and resolve non-ethics related employee complaints.
- Monitor regulatory and legislative landscape within the scope of workforce administration.
- Administer timely HR compliance notifications to maximize awareness of the regulatory environment.
- Responsible for development, communication and implementation of policies and procedures in support of federal, state, local laws and regulations affecting human resources and employee relations programs.
- Periodically review and update HR compliance policies and procedures to ensure relevance and consistent application of standards.
- Collaborate with HR business partners to create measurable Affirmative Action Plans (AAP).
- Promote awareness of compliance through establishment and implementation of formal training programs.
- Track HR compliance activities to analyze trends, identify areas of potential risk, and recommend action to mitigate risks.
- Partner with talent management and compensation Centers of Excellence (COE) to ensure HR compliance with regard to recruitment, hire, promotion, discipline, salary, compensation and benefit strategies.
- Serve as liaison to HR business partners, internal and external legal department and government agencies.
- Build governmental relationships to leverage industry resources and regulatory expertise.

*Senior Human Resources Manager, LOB – Building Efficiency, Milwaukee, WI*

*March 2009 – April 2011*

- Collaborated with senior leadership, global HR partners and employees in development and implementation of global department transformation project.
- Managed global coordination of HR issues related to creation and growth of India Engineering center.
- Served as key strategic business partner to senior leadership with counsel, advice and recommendation to drive business growth and personal development.
- Provided transactional support and counsel to ensure standardization and consistency of company policies, procedures and practices.
- Partnered with Equal Employment Opportunity (EEO), talent acquisition and talent management teams to create recruitment and retention strategies to generate diverse, qualified applicant pools.
- Monitored personnel transactions to ensure compliance with EEO standards.
- Drove evaluation of talent and succession planning initiatives. Facilitated strategic talent review and succession meetings.
- Assisted in efforts to drive employee engagement through promotion of global employee engagement survey, recognition and rewards programs and action planning.
- Provided senior leadership direction on employees' career development, performance improvement opportunities, disciplinary action and other employee relations issues.

- Managed direct and assigned internal and external complaints, investigations and resolution. Teamed with legal as necessary.
- Counseled senior leadership with salary planning, equity, promotions, and job reclassification issues.
- Led administration of MBA leadership rotation program.
- Reviewed and approved disciplinary actions, reductions in workforce and terminations.

*Human Resources Manager - Power Solutions, Tampa FL*

*October 2008 – March 2009*

- Facilitated the communication and implementation of plant policies to employees and local labor union.
- Provided management and supervisory team counsel and support on employee relations issues. Participated in daily operations meeting. Led monthly employee communication meetings. Spearheaded employee engagement efforts.
- Investigated employee complaints, managed employee grievances process pursuant to the Collective Bargaining Agreement, reviewed disciplinary actions, coordinated with Regional Human Resources regarding employee terminations, and reviewed and implemented reductions in force.
- Partnered with external consultants to develop and implement Affirmative Action Plans, and monitored to assure compliance with Equal Employment Opportunity (EEO) laws and regulations.
- Advised management team regarding salary planning, equity issues, promotions, job reclassifications, and recruitment opportunities.
- Conducted site specific training opportunities for management and supervisory team on Performance Management, Ethics, Sexual Harassment, Salary Planning, and Workplace Violence.

*Group Counsel - Power Solutions, Americas, Milwaukee, WI*

*April 2007 – October 2008*

- Spearheaded complex commercial business transactions for United States and Canada.
- Managed export compliance and environmental clean up efforts.
- Acted as General Counsel for company's major private label brand.
- Advised senior leadership on substantive issues including intellectual property, sales and marketing, employment and risk management.
- Negotiated and drafted various legal agreements, including procurement, development, supply, transportation services, utility, license and equipment.
- Served as compliance liaison.

**Gonzalez Saggio & Harlan LLP**

**Spring 2007**

*Senior Counsel - Equal Opportunities and Employment Law Group*

- Wrote position statements for clients in response to EEO charges.
- Reviewed and updated clients' employee handbooks to ensure consistency.
- Led witness interviews involving employee discipline and discharge.
- Proactively identified potential areas of risk for clients. Made recommendations to mitigate risks.
- Provided clients day-to-day preventative counseling.

**State of Wisconsin**

**2003 – 2007**

*Administrator, Department of Administration, Division of Energy, Madison, WI*

*2005-2007*

- Appointed by the Department of Administration Secretary and approved by the Governor of Wisconsin to lead the State's Division of Energy in the administration and delivery of \$200 million dollars of federal, state and utility funds.
- Represented the Governor and department on energy initiatives. Presented before legislative committees, public and private businesses, organizations and interest groups and the media.
- Advised the Governor and Secretary on emerging energy issues and technologies. Served as the Governor's liaison to the state legislature, federal, state and local agencies and private organizations.
- Directed the Focus on Energy Program and the State Energy Programs. Managed large-scale residential and commercial building efficiency programs.

- Administered the \$50 million dollar Focus on Energy contract with the Wisconsin Energy Conservation Corporation.
- Controlled over \$150 million dollars of state and federal funds to provide energy assistance, home weatherization and conservation to low-income residents of Wisconsin.
- Maintained service contracts with seventy two counties, seven tribes, more than one thousand fuel vendors and thousands of businesses participating in the delivery of state energy programs.
- Managed the implementation of the division's policies, goals and objectives.

*Administrator, Department of Commerce, Safety and Buildings Division, Madison, WI  
2003-2005*

- Appointed by the Department of Commerce Secretary and approved by the Governor to lead the State's Division of Safety and Buildings to administer and enforce state laws and rules relating to building construction, to ensure the health, safety and welfare of Wisconsin's residents.
- Managed over 200 staff persons in seven regional and one central state office. Responsible for oversight of plan reviews, inspections, investigations and issuance of credentials related to the construction of buildings.
- Represented the Department of Commerce and Governor in meetings with the Wisconsin Builders Association, Wisconsin State Fire Marshalls, and other organizations and associations to update and implement a statewide Uniform Dwelling Code for Wisconsin.
- Managed human resource needs, internal policy making, legislative processes and organizational structure developments for the largest Division within the Department.
- Collaborated with labor unions on contract issues related to collective bargaining.

**Ratzel & Associates, LLC**

**1998-2003**

*Associate Attorney, Brookfield, WI*

- Investigated, evaluated and analyzed relevant facts and interviewed witnesses in order to advise and represent clients in insurance defense and workers compensation cases.
- Prepared, interpreted and reviewed pleadings, briefs, agreements, contracts, and correspondence relative to cases.
- Prepared briefs on federal misappropriation case.
- Mediated complex insurance issues, including coverage issues.
- Represented clients in arbitration.

**Johnson Controls, Inc.**

**1996-1998**

*Law Clerk, Milwaukee, WI*

- Assisted Johnson Controls corporate counsel with research and brief writing on a variety of complex issues, including anti-trust law, construction law, international law, personal injury law and product liability.
- Advised legal team of trends and changes in laws affecting the company in areas of assignment.
- Jointly managed preparation of multi-million dollar commercial arbitration hearings.

## **EDUCATION**

Marquette University Law School, Milwaukee Wisconsin  
Juris Doctor, May 1998

Tennessee State University, Nashville, Tennessee  
Bachelor of Science, Speech Communication & Theater, May 1995

## **BAR ADMISSION**

State of Wisconsin, 1998  
United States District Court, Eastern District of Wisconsin, 1998  
United States District County, Western District of Wisconsin, 1999

## **BOARDS AND COMMISSIONS**

Wisconsin Conservatory of Music, Board of Directors	2011
Wildspace Dance Company, Board of Directors	2011
Malaika Early Learning Center, Board of Directors	2010 - present
National Association of Minority and Women-Owned Law Firms, Advisory Council	2008
Women's Resource Network, Professional Development Committee Chair	2008
National Association of State Energy Officials, Board of Directors	2005
Energy Program Consortium (EPC), Chair	2005
Environmental Research Forum, Chair	2005
Energy Expert - Governor's Panel Member Oil Company Hearings	2005

## **PROFESSIONAL ASSOCIATIONS**

Johnson Controls African American Affinity Network, President	2010 - present
Society for Human Resource Management (SHRM)	2008 - present
Wisconsin Association of African American Lawyers	2007 - present
Association of Corporate Counsel	2007 - present
Association of Women Lawyers	2000
Civil Trial Counsel of Wisconsin	1999 - 2003
American Bar Association	1998 - present



OFFICE OF THE COUNTY EXECUTIVE

2

# Milwaukee County

CHRIS ABELE • COUNTY EXECUTIVE

DATE: June 30, 2011

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

FROM: Chris Abele, County Executive

SUBJECT: **Appointment of Jim Sullivan**

Pursuant to Sec. 59.17(2)(b) Wis. Stats, and subject to confirmation of your Honorable Body, I am pleased to appoint Mr. Jim Sullivan to the position of Director of Child Support Enforcement for Milwaukee County.

Mr. Sullivan brings a plethora of experience to Milwaukee County. He has served as a state senator and a city alderman. Mr. Sullivan is a former Judge Advocate General office with the U.S. Navy. He holds a law degree from Marquette University and a B.A. in Political Science from the University of Wisconsin-Milwaukee.

I am forwarding a copy of Mr. Sullivan's resume to you, and my office will be setting up meetings with each of you individually to meet with him prior to his confirmation.

I am confident that Mr. Sullivan will bring the leadership and vision needed to Child Support Enforcement and I urge you to give this appointment your favorable consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Abele", written over a horizontal line.

Chris Abele  
Milwaukee County Executive

Attachment

Cc: Supervisor Willie Johnson, Jr. Chair –  
Committee on Judiciary, Safety & General Services  
County Board of Supervisors  
Terry Cooley, Chief of Staff, Board of Supervisors  
Rick Ceschin, Research Analyst, Board of Supervisors  
Linda Durham, Committee Clerk, Board of Supervisors  
Janet Nelson, Chief Legal Counsel, Child Support Enforcement  
Jim Sullivan

**JAMES SULLIVAN**  
2650 N. 72<sup>nd</sup> Street, Wauwatosa, WI  
(414) 460-9641 \* [josulli67@gmail.com](mailto:josulli67@gmail.com)

**EXPERIENCE**

**WISCONSIN STATE SENATOR**, Madison, WI  
2007-2011

- Represented 160,000 residents of Milwaukee and Waukesha counties.
- Chairman, Committee on Banking, Military affairs, Biotechnology, and Financial Institutions.
- Co-Chair, Joint Committee on Audit; Vice Chair, Committee on Judiciary and Corrections.
- Drafted and passed over 20 separate pieces of legislation through an advocacy based process, interacting with political, business, and judicial leadership.
- Worked with bi-partisan effort in both legislative houses, developing strong reputation for partnership and team building across political divides to pass key legislation, including Research & Development tax credits for Wisconsin manufacturers.
- Author of Individual Retirement Account reform and modernization law.
- Author of comprehensive payday lending reform regulation, working with both advocacy groups and business to balance consumer protection and economic vitality.
- Senate author of the most sweeping Drunk Driving legislation in over 20 years.
- Author of Health Care Cost Transparency Act, a comprehensive reform allowing greater disclosure of health care costs to help reduce expense and better inform patients. Built a broad coalition of support among both political parties, providers, insurers, and advocacy groups.
- Managed constituent services for 160,000 residents and directed office staff of 5, maintained state office budgets, oversaw dozens of interns, and exercised hiring/firing responsibilities.

**LAW OFFICES OF JAMES SULLIVAN**, Wauwatosa, WI  
*Principal*, 2003-Present

- Represent clients in civil and probate litigation in Milwaukee circuit courts.
- General law practice representing individuals and businesses in tort, contract, and probate matters.

**ALDERMAN**, City of Wauwatosa, WI  
2000-2007

- Actively involved with municipal planning and development.
- Participated in staff hiring and employee contracting.
- Member, Board of Public Health.

**FOLEY & LARDNER**, Milwaukee, WI  
*Associate*, 2001-2003  
*Law Clerk*, 1997-2001

- Associate in regulatory health law practice.
- Responsibilities included contract review and drafting, regulatory compliance for physicians and hospitals, and assistance with complex litigation.

**US NAVY RESERVE**, Milwaukee, WI  
1998-2006

- Assisted command Judge Advocate General (JAG) officer with mobilization readiness and legal needs for Navy Reserve and active duty members, including deployment legal services, wills, and powers of attorney.

**RADIO ADVERTISING SALES REPRESENTATIVE**, Milwaukee, WI and Chicago, IL  
1991-1997

- Represented client radio stations and advertisers, selling advertising in a fast paced, competitive market. Consistently met sales goals, worked with local businesses, advertising agencies, and media professionals.

## **EDUCATION**

**MARQUETTE UNIVERSITY LAW SCHOOL**, Milwaukee, WI  
Juris Doctor, 2001

- Zilber Law Scholarship winner.
- American Jurisprudence Award in Alternative Dispute Resolution.

**UNIVERSITY OF WISCONSIN-MADISON**, Madison, WI  
Bachelor of Arts, Political Science, 1991

## **ASSOCIATIONS, MEMBERSHIPS & AWARDS**

- Midwest Higher Education Compact, past board member. Worked with legislative and university leadership across 13 upper Midwest states to maximize educational attainment and reduce costs.
- National Conference of State Legislatures. Participated in workshops and national conference dedicated to legislative networking and best practices development.
- Senate majority caucus secretary.
- Wisconsin Bankers Association "Safe & Sound" award recipient.
- Professional Firefighters of Wisconsin Legislator of the Year award recipient.
- Vietnam Veterans of Wisconsin Legislator of the Year award recipient.
- Wisconsin State Fair Park Board, past member.
- Wisconsin Center District Board, past member.
- Wisconsin Bar Association Scales of Justice award recipient.
- Wauwatosa Economic Development Corporation, past board member.

**MILWAUKEE COUNTY  
Interoffice Memo**

**DATE:** June 23, 2011

**TO:** Lee Holloway, Chairman, Board of Supervisors  
Willie Johnson, Jr., Chairperson, Judiciary, Safety and General Services Committee

**FROM:** Lisa J. Marks, Director, Child Support Enforcement

**RE:** **AUTHORIZATION TO EXECUTE CHILD SUPPORT PROVIDER CONTRACTS WITH MILWAUKEE COUNTY W2 AGENCIES; MAXIMUS, UNITED MIGRANT OPPORTUNITIES SERVICES, INC. (UMOS), POLICY STUDIES INC. (PSI), YWCA OF GREATER MILWAUKEE, AND THE SOCIAL DEVELOPMENT COMMISSION (SDC).**

Request from the Director of the Department of Child Support, requesting authorization to execute the W2 Provider contract with each of the W-2 vendors located in Milwaukee County. Please copies see attached, which have been reviewed and approved as to form by Risk Management and Corporation Counsel.

**DISCUSSION**

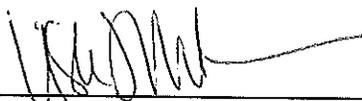
Milwaukee County has five (5) W2 districts to assist participants in achieving self-sufficiency. The Social Development Commission is a new W2 vendor, providing intake screening and assessment in each of the five districts. The attached contracts will allow the Department of Child Support to become an active partner in assisting individuals in achieving self-sufficiency. A child support case manager (paralegal) will be placed in each of the regions to gather essential data, review the case, and when possible take immediate action.

The contracts were anticipated and included in the Department's 2011 budget. However, the estimated contract amount is reduced partially to accommodate the State's mandated change in customer flow. A fiscal note is attached for clarification.

**RECOMMENDATION'**

The Department recommends the County Board authorize the execution of these W2 provider contracts.

Respectfully submitted,




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Lisa J. Marks, Director  
Child Support Enforcement

cc: Milwaukee County Executive Office  
Patrick Farley, Director, Fiscal and Budget Administration, DAS  
Antionette Thomas-Bailey, Department of Administration  
Linda Durham, Committee Clerk, Judiciary Committee  
Rick Ceschin, Analyst, Judiciary Committee

Attachment  
LJM/ts

1  
2 From the Committee on Judiciary, Safety and General Services, reporting on:

3  
4 File No. \_\_\_\_\_  
5 (Journal, \_\_\_\_\_ 2011  
6

7 (ITEM \_\_\_) From Director, Child Support Enforcement, requesting authorization  
8 to execute Child Support provider contracts with United Migrant Opportunity Services,  
9 Inc. (UMOS), Maximus, Policy Studies Inc. (PSI), Social Development Commission  
10 (SDC) and the YWCA of Greater Milwaukee, by recommending adoption of the  
11 following:

12  
13 **A RESOLUTION**

14  
15 WHEREAS, Milwaukee County has five W2 regions to assist participants in  
16 achieving self-sufficiency; and

17  
18 WHEREAS, the Director of Child Support Enforcement has recommended that  
19 the department enter into contracts with each of the W2 providers, allowing a child  
20 support case manager to be located at each site to gather data, review cases and take  
21 appropriate action when possible; and

22  
23 WHEREAS, the term of the contracts shall be from January 1, 2011 through  
24 December 31, 2011; and

25  
26 WHEREAS, the agencies with whom the department will contract include  
27 Maximus, United Migrant Opportunities Services, Inc. (UMOS), Policy Studies Inc.  
28 (PSI), Social Development Commission (SDC), and the YWCA of Greater Milwaukee;  
29 and

30  
31 WHEREAS, the Judiciary, Safety and General Services Committee, at its meeting  
32 on \_\_\_\_\_ recommended approval of the contracts; now, therefore,

33  
34 BE IT RESOLVED, that the Milwaukee County Board of Supervisors does  
35 hereby authorize the Director, Child Support Enforcement, to enter into contracts with  
36 Maximus, United Migrant Opportunity Services, Inc. (UMOS), Policy Studies Inc. (PSI),  
37 Social Development Commission (SDC) and the YWCA of Greater Milwaukee to  
38 provide child support case management services.

## MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: June 24, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** From the Director, Child Support Enforcement, requesting authorization to execute the Child Support provider contracts with each of the area W2 service providers. Providers include Maximus, United Migrant Opportunity Services, Inc. (UMOS), Policy Studies Incorporated (PSI), YWCA of Greater Milwaukee, and the Social Development Commission (SDC).

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><input type="checkbox"/> Decrease Operating Expenditures<br><input type="checkbox"/> Increase Operating Revenues<br>x Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><input type="checkbox"/> 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
<b>Operating Budget</b>	Expenditure	0	
	Revenue	(\$25,000)	
	Net Cost	\$25,000	
<b>Capital Improvement Budget</b>	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.<sup>1</sup> 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.

Execution of the 2011 contracts between Milwaukee County Child Support Enforcement and area W2 Agencies was anticipated and included in the 2011 proposed budget. However, the State modified the W2 process, by adding a new vendor who is also located at each of the sites to perform central intake and assessment activities. The new vendor is the Social Development Commission.

Even though the department's contract revenue decreases, federally reimbursable expenditures increase. Therefore, the decrease in contract revenue is partially offset by an increase of \$16,500 in federal reimbursement revenue. The net revenue loss is \$8,500. The loss will not increase tax levy and can be absorbed by the department through other cost saving measures.

Department/Prepared By Lisa J. Marks

Authorized Signature \_\_\_\_\_  


Did DAS-Fiscal Staff Review?     Yes                       No

<sup>1</sup> 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.

## PURCHASE OF SERVICES CONTRACT

This contract between Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Department of Child Support Enforcement, (County) and United Migrant Opportunities Services, (UMOS) a (W-2 Agency) is entered into on \_\_\_\_\_.

### 1. SCOPE OF SERVICES

County shall provide one (1) employee, as a Case Manager, to be placed at each of the five W-2 Agency locations for the purpose of facilitating case referrals made pursuant to the Wisconsin Works Program (W-2) as they relate to the establishment or enforcement of child support obligations. Supervision of this employee shall remain with County. The County employee shall be responsible for the input and updating of data into the Kids Information Data System (KIDS) at the time of the participant's referral to the County employee for child support services. The County employee shall not be involved in the services provided by W-2 Agency pursuant to its W-2 Contract for services with the State of Wisconsin.

Should a custodial parent or non-custodial parent request W-2 services from W-2 Agency, and W-2 Agency refers either parent to the County employee for services, the County employee will assist the parents. Services are to be available to both custodial and non-custodial parents. The final authority for determining individuals' eligibility for these services shall rest with the County.

### 2. COMPENSATION

W-2 Agency shall reimburse Milwaukee County Department of Child Support Enforcement for the costs of said employee(s) as follows: \$7,500.00 for the period of January 1, 2011, through December 31, 2011.

The five sites shall make available for the use of the County employee the following:

- a. Office space;
- b. Desk;
- c. Office chair;
- d. Printer and print capability;
- e. Necessary wiring and connections for computer, including Host-On-Demand (HOD) capability;
- f. Internet capability;
- g. Limited access to the Client Assistance Re-employment and Economic Support system (CARES), specifically to the Absent Parent General Information screen for the sole purpose of updating the referral indicator therein.

County shall provide the County employee with the following:

- a. Computer hardware;
- b. All office supplies.

### **3. DATES OF PERFORMANCE**

This Contract is for the period of January 1, 2011, through December 31, 2011, unless extended by agreement of the parties.

### **4. KIDS DATA: PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE**

The W-2 Agency's agree to protect the confidentiality of KIDS information and to protect child support case information against unauthorized access or disclosure. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement program, and shall not be used for any other purposes. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the DWD/DES policy regarding computer security (found in Appendices 4, 5 and 6 of the Security Manual, of which each county security officer has a copy), W-2 Agency regulations, and DWD internal security rules.

### **5. CONTRACT TERMINATION**

This contract may be terminated thirty (30) days following written notice by County or W-2 Agency for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the employees and/or clients covered by this Contract.

### **6. CONTRACT RENEGOTIATION**

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.

### **7. INDEPENDENT W-2 AGENCY**

Nothing contained within this Contract shall constitute or be construed to create a partnership, joint venture, or employee-employer relationship between County or its successors or assigns and W-2 Agency or its successors or assigns. In entering into this Contract and in acting in compliance herewith, W-2 Agency is at all times acting and performing as an independent W-2 Agency, duly authorized to perform the acts required of it hereunder.

### **8. ASSIGNMENT LIMITATIONS**

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

### **9. RESOLUTION OF DISPUTES**

W-2 Agency may appeal any decision of County in accordance with s.46.036 (7) Wisconsin Statutes.

**10. PROHIBITED PRACTICES**

During the period of this Contract, W-2 Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement or any person who to the knowledge of W-2 Agency has a conflict of interest unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board of Directors, or have a proprietary interest in W-2 Agency's business unless approved in writing by the Director of the Department of Child Support Enforcement.

W-2 Agency shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of W-2 Agency's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier or contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporation or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

**11. INDEMNITY**

The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices or civil rights arising out of this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability.

**12. NOTICES**

Notices to County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, and notices to W-2 Agency shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in this Contract or to such other respective addresses as the parties may designate to each other in writing. It is agreed by W-2 Agency, that in conduct of its meetings, it will be guided by Wisconsin Statutes 19.81 et.seq.

**13. CONTRACT CONTENT**

This document constitutes the entire Contract of the parties. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts, each of which shall be deemed as original.

**14. APPROVAL**

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrences with this Contract.

In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

COUNTY:

W-2 AGENCY:

\_\_\_\_\_  
Lisa Marks, Director  
Child Support Enforcement

\_\_\_\_\_  
United Migrant Opportunities Services

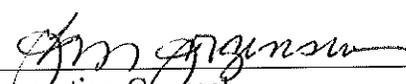
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY APPROVALS:

  
\_\_\_\_\_  
Risk Management

DATE: 5/31/11

  
\_\_\_\_\_  
Corporation Counsel

DATE: 6/8/11

## PURCHASE OF SERVICES CONTRACT

This contract between Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Department of Child Support Enforcement, (County) and Social Development Commission, (SDC) a (W-2 Agency) is entered into on \_\_\_\_\_.

### 1. SCOPE OF SERVICES

County shall provide one (1) employee, as a Case Manager, to be placed at each of the five W-2 Agency locations for the purpose of facilitating case referrals made pursuant to the Wisconsin Works Program (W-2) as they relate to the establishment or enforcement of child support obligations. Supervision of this employee shall remain with County. The County employee shall be responsible for the input and updating of data into the Kids Information Data System (KIDS) at the time of the participant's referral to the County employee for child support services. The County employee shall not be involved in the services provided by W-2 Agency pursuant to its W-2 Contract for services with the State of Wisconsin.

Should a custodial parent or non-custodial parent request W-2 services from W-2 Agency, and W-2 Agency refers either parent to the County employee for services, the County employee will assist the parents. Services are to be available to both custodial and non-custodial parents. The final authority for determining individuals' eligibility for these services shall rest with the County.

### 2. COMPENSATION

W-2 Agency shall reimburse Milwaukee County Department of Child Support Enforcement for the costs of said employee(s) as follows: \$37,500.00 for the period of January 1, 2011, through December 31, 2011.

The five sites shall make available for the use of the County employee the following:

- a. Office space;
- b. Desk;
- c. Office chair;
- d. Printer and print capability;
- e. Necessary wiring and connections for computer, including Host-On-Demand (HOD) capability;
- f. Internet capability;
- g. Limited access to the Client Assistance Re-employment and Economic Support system (CARES), specifically to the Absent Parent General Information screen for the sole purpose of updating the referral indicator therein.

County shall provide the County employee with the following:

- a. Computer hardware;
- b. All office supplies.

**3. DATES OF PERFORMANCE**

This Contract is for the period of January 1, 2011, through December 31, 2011, unless extended by agreement of the parties.

**4. KIDS DATA: PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE**

The W-2 Agency's agree to protect the confidentiality of KIDS information and to protect child support case information against unauthorized access or disclosure. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement program, and shall not be used for any other purposes. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the DWD/DES policy regarding computer security (found in Appendices 4, 5 and 6 of the Security Manual, of which each county security officer has a copy), W-2 Agency regulations, and DWD internal security rules.

**5. CONTRACT TERMINATION**

This contract may be terminated thirty (30) days following written notice by County or W-2 Agency for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the employees and/or clients covered by this Contract.

**6. CONTRACT RENEGOTIATION**

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.

**7. INDEPENDENT W-2 AGENCY**

Nothing contained within this Contract shall constitute or be construed to create a partnership, joint venture, or employee-employer relationship between County or its successors or assigns and W-2 Agency or its successors or assigns. In entering into this Contract and in acting in compliance herewith, W-2 Agency is at all times acting and performing as an independent W-2 Agency, duly authorized to perform the acts required of it hereunder.

**8. ASSIGNMENT LIMITATIONS**

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

**9. RESOLUTION OF DISPUTES**

W-2 Agency may appeal any decision of County in accordance with s.46.036 (7) Wisconsin Statutes.

## **10. PROHIBITED PRACTICES**

During the period of this Contract, W-2 Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement or any person who to the knowledge of W-2 Agency has a conflict of interest unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board of Directors, or have a proprietary interest in W-2 Agency's business unless approved in writing by the Director of the Department of Child Support Enforcement.

W-2 Agency shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of W-2 Agency's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier or contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporation or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

## **11. INDEMNITY**

The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices or civil rights arising out of this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability.

## **12. NOTICES**

Notices to County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, and notices to W-2 Agency shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in this Contract or to such other respective addresses as the parties may designate to each other in writing. It is agreed by W-2 Agency, that in conduct of its meetings, it will be guided by Wisconsin Statutes 19.81 et.seq.

## **13. CONTRACT CONTENT**

This document constitutes the entire Contract of the parties. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts, each of which shall be deemed as original.

**14. APPROVAL**

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrences with this Contract.

In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

COUNTY:

W-2 AGENCY:

\_\_\_\_\_  
Lisa Marks, Director  
Child Support Enforcement

\_\_\_\_\_  
Social Development Commission

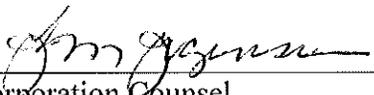
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY APPROVALS:

  
\_\_\_\_\_  
Risk Management

DATE: 5/31/11

  
\_\_\_\_\_  
Corporation Counsel

DATE: 6/6/11

## PURCHASE OF SERVICES CONTRACT

This contract between Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Department of Child Support Enforcement, (County) and Policy Studies Incorporated, (PSI) a (W-2 Agency) is entered into on \_\_\_\_\_.

### 1. SCOPE OF SERVICES

County shall provide one (1) employee, as a Case Manager, to be placed at each of the five W-2 Agency locations for the purpose of facilitating case referrals made pursuant to the Wisconsin Works Program (W-2) as they relate to the establishment or enforcement of child support obligations. Supervision of this employee shall remain with County. The County employee shall be responsible for the input and updating of data into the Kids Information Data System (KIDS) at the time of the participant's referral to the County employee for child support services. The County employee shall not be involved in the services provided by W-2 Agency pursuant to its W-2 Contract for services with the State of Wisconsin.

Should a custodial parent or non-custodial parent request W-2 services from W-2 Agency, and W-2 Agency refers either parent to the County employee for services, the County employee will assist the parents. Services are to be available to both custodial and non-custodial parents. The final authority for determining individuals' eligibility for these services shall rest with the County.

### 2. COMPENSATION

W-2 Agency shall reimburse Milwaukee County Department of Child Support Enforcement for the costs of said employee(s) as follows: \$7,500.00 for the period of January 1, 2011, through December 31, 2011.

The five sites shall make available for the use of the County employee the following:

- a. Office space;
- b. Desk;
- c. Office chair;
- d. Printer and print capability;
- e. Necessary wiring and connections for computer, including Host-On-Demand (HOD) capability;
- f. Internet capability;
- g. Limited access to the Client Assistance Re-employment and Economic Support system (CARES), specifically to the Absent Parent General Information screen for the sole purpose of updating the referral indicator therein.

County shall provide the County employee with the following:

- a. Computer hardware;
- b. All office supplies.

**3. DATES OF PERFORMANCE**

This Contract is for the period of January 1, 2011, through December 31, 2011, unless extended by agreement of the parties.

**4. KIDS DATA: PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE**

The W-2 Agency's agree to protect the confidentiality of KIDS information and to protect child support case information against unauthorized access or disclosure. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement program, and shall not be used for any other purposes. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the DWD/DES policy regarding computer security (found in Appendices 4, 5 and 6 of the Security Manual, of which each county security officer has a copy), W-2 Agency regulations, and DWD internal security rules.

**5. CONTRACT TERMINATION**

This contract may be terminated thirty (30) days following written notice by County or W-2 Agency for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the employees and/or clients covered by this Contract.

**6. CONTRACT RENEGOTIATION**

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.

**7. INDEPENDENT W-2 AGENCY**

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**8. ASSIGNMENT LIMITATIONS**

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

**9. RESOLUTION OF DISPUTES**

W-2 Agency may appeal any decision of County in accordance with s.46.036 (7) Wisconsin Statutes.

## **10. PROHIBITED PRACTICES**

During the period of this Contract, W-2 Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement or any person who to the knowledge of W-2 Agency has a conflict of interest unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board of Directors, or have a proprietary interest in W-2 Agency's business unless approved in writing by the Director of the Department of Child Support Enforcement.

W-2 Agency shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of W-2 Agency's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier or contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporation or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

## **11. INDEMNITY**

The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices or civil rights arising out of this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability.

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## **13. CONTRACT CONTENT**

This document constitutes the entire Contract of the parties. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts, each of which shall be deemed as original.

**14. APPROVAL**

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrences with this Contract.

In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

COUNTY:

W-2 AGENCY:

\_\_\_\_\_  
Lisa Marks, Director  
Child Support Enforcement

\_\_\_\_\_  
Policy Studies Incorporated

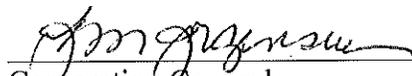
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY APPROVALS:

  
\_\_\_\_\_  
Risk Management

DATE: 5/31/11

  
\_\_\_\_\_  
Corporation Counsel

DATE: 6/8/11

## PURCHASE OF SERVICES CONTRACT

This contract between Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Department of Child Support Enforcement, (County) and MAXIMUS (W-2 Agency) is entered into on \_\_\_\_\_.

### 1. SCOPE OF SERVICES

County shall provide one (1) employee, as a Case Manager, to be placed at each of the five W-2 Agency locations for the purpose of facilitating case referrals made pursuant to the Wisconsin Works Program (W-2) as they relate to the establishment or enforcement of child support obligations. Supervision of this employee shall remain with County. The County employee shall be responsible for the input and updating of data into the Kids Information Data System (KIDS) at the time of the participant's referral to the County employee for child support services. The County employee shall not be involved in the services provided by W-2 Agency pursuant to its W-2 Contract for services with the State of Wisconsin.

Should a custodial parent or non-custodial parent request W-2 services from W-2 Agency, and W-2 Agency refers either parent to the County employee for services, the County employee will assist the parents. Services are to be available to both custodial and non-custodial parents. The final authority for determining individuals' eligibility for these services shall rest with the County.

### 2. COMPENSATION

W-2 Agency shall reimburse Milwaukee County Department of Child Support Enforcement for the costs of said employee(s) as follows: \$15,000.00 for the period of January 1, 2011, through December 31, 2011.

The five sites shall make available for the use of the County employee the following:

- a. Office space;
- b. Desk;
- c. Office chair;
- d. Printer and print capability;
- e. Necessary wiring and connections for computer, including Host-On-Demand (HOD) capability;
- f. Internet capability;
- g. Limited access to the Client Assistance Re-employment and Economic Support system (CARES), specifically to the Absent Parent General Information screen for the sole purpose of updating the referral indicator therein.

County shall provide the County employee with the following:

- a. Computer hardware;
- b. All office supplies.

**3. DATES OF PERFORMANCE**

This Contract is for the period of January 1, 2011, through December 31, 2011, unless extended by agreement of the parties.

**4. KIDS DATA: PROTECTION AGAINST UNAUTHORIZED ACCESS OR DISCLOSURE**

The W-2 Agency's agree to protect the confidentiality of KIDS information and to protect child support case information against unauthorized access or disclosure. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement program, and shall not be used for any other purposes. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the DWD/DES policy regarding computer security (found in Appendices 4, 5 and 6 of the Security Manual, of which each county security officer has a copy), W-2 Agency regulations, and DWD internal security rules.

**5. CONTRACT TERMINATION**

This contract may be terminated thirty (30) days following written notice by County or W-2 Agency for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the employees and/or clients covered by this Contract.

**6. CONTRACT RENEGOTIATION**

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**7. INDEPENDENT W-2 AGENCY**

Nothing contained within this Contract shall constitute or be construed to create a partnership, joint venture, or employee-employer relationship between County or its successors or assigns and W-2 Agency or its successors or assigns. In entering into this Contract and in acting in compliance herewith, W-2 Agency is at all times acting and performing as an independent W-2 Agency, duly authorized to perform the acts required of it hereunder.

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**9. RESOLUTION OF DISPUTES**

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## **10. PROHIBITED PRACTICES**

During the period of this Contract, W-2 Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement or any person who to the knowledge of W-2 Agency has a conflict of interest unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board of Directors, or have a proprietary interest in W-2 Agency's business unless approved in writing by the Director of the Department of Child Support Enforcement.

W-2 Agency shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of W-2 Agency's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier or contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporation or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

## **11. INDEMNITY**

The parties to this Agreement agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting from any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices or civil rights arising out of this Agreement. Milwaukee County's liability shall be limited by Wisconsin State Statutes §§345.03(3) for automobile and §§893.80(3) for general liability.

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## **13. CONTRACT CONTENT**

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**14. APPROVAL**

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrences with this Contract.

In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

COUNTY:

W-2 AGENCY:

\_\_\_\_\_  
Lisa Marks, Director  
Child Support Enforcement

\_\_\_\_\_  
MAXIMUS

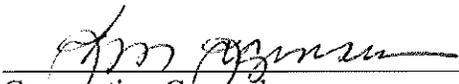
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY APPROVALS:

  
\_\_\_\_\_  
Risk Management

DATE: 5/31/11

  
\_\_\_\_\_  
Corporation Counsel

DATE: 6/2/11

## PURCHASE OF SERVICES CONTRACT

This contract between Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Department of Child Support Enforcement, (County) and YWCA of Greater Milwaukee, (YW) a (W-2 Agency) is entered into on \_\_\_\_\_.

### 1. SCOPE OF SERVICES

County shall provide one (1) employee, as a Case Manager, to be placed at each of the five W-2 Agency locations for the purpose of facilitating case referrals made pursuant to the Wisconsin Works Program (W-2) as they relate to the establishment or enforcement of child support obligations. Supervision of this employee shall remain with County. The County employee shall be responsible for the input and updating of data into the Kids Information Data System (KIDS) at the time of the participant's referral to the County employee for child support services. The County employee shall not be involved in the services provided by W-2 Agency pursuant to its W-2 Contract for services with the State of Wisconsin.

Should a custodial parent or non-custodial parent request W-2 services from W-2 Agency, and W-2 Agency refers either parent to the County employee for services, the County employee will assist the parents. Services are to be available to both custodial and non-custodial parents. The final authority for determining individuals' eligibility for these services shall rest with the County.

### 2. COMPENSATION

W-2 Agency shall reimburse Milwaukee County Department of Child Support Enforcement for the costs of said employee(s) as follows: \$7,500.00 for the period of January 1, 2011, through December 31, 2011.

The five sites shall make available for the use of the County employee the following:

- a. Office space;
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County shall provide the County employee with the following:

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**3. DATES OF PERFORMANCE**

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W-2 Agency shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of W-2 Agency's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier or contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporation or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

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In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

COUNTY:

W-2 AGENCY:

\_\_\_\_\_  
Lisa Marks, Director  
Child Support Enforcement

\_\_\_\_\_  
YWCA of Greater Milwaukee

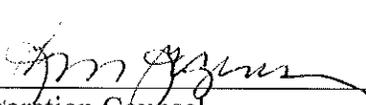
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

COUNTY APPROVALS:

  
\_\_\_\_\_  
Risk Management

DATE: 5/31/11

  
\_\_\_\_\_  
Corporation Counsel

DATE: 6/6/11



**David A. Clarke, Jr.**  
*Sheriff*

*County of Milwaukee*  
**Office of the Sheriff**

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DATE : June 30, 2011  
TO : Supervisor Lee Holloway, Chairman, County Board of Supervisors  
FROM : Richard Schmidt, Inspector, Milwaukee County  
SUBJECT : 2011 Edward Byrne Memorial Justice Assistance Grant (JAG)

**REQUEST**

Approval to apply for and accept Edward Byrne Memorial Justice Assistance Grant funds for Federal Fiscal Year 2011 is requested.

**BACKGROUND**

In June of 2011, the Sheriff's Office was notified by the U.S. Department of Justice (U.S. DOJ) that it had released applications for the 2011 Edward Byrne Memorial Justice Assistance Grant (JAG).

JAG funding is awarded to municipalities based upon the average annual number of Part 1 violent crimes reported by the unit to the Federal Bureau of Investigations (FBI). Since Milwaukee County bears the cost of prosecution and incarceration that arise out of Part 1 violent crimes, the DOJ has declared Milwaukee County a disparate jurisdiction and therefore eligible to share in the funding awarded to municipalities located within Milwaukee County.

The funding also requires the qualifying localities to negotiate a Memorandum of Understanding (MOU) regarding the administration and distribution of funds.

*Service to the Community Since 1835*

821 West State Street • Milwaukee, Wisconsin 53233-1488

414-278-4766 • <http://www.mksheriff.org>

Milwaukee County is not eligible for a direct grant award from the Bureau of Justice Assistance.

The following is a list of municipalities that are eligible for funding and their award amount:

Municipality	Award Amount
MILWAUKEE	\$1,072,191
WAUWATOSA	\$14,348
WEST ALLIS	\$31,419
<b>TOTAL</b>	<b>\$1,117,958</b>

Since 96% of all the local funds are earmarked for the City of Milwaukee, no attempt was made to extract funding from the municipalities other than the City of Milwaukee. After discussions with Milwaukee Police Department, it was agreed that funding would first be provided to the Office of the Sheriff to fund the Community Justice Council Coordinator position housed at the Public Policy Forum at a cost of \$77,791. The net award to the City of Milwaukee is then \$994,400. Of that, Milwaukee County will receive \$397,760 or 40% of the City of Milwaukee's award.

Milwaukee County has agreed to act as the fiscal agent for the 2011 JAG grant as it currently is for the current JAG grants. Responsibility as the fiscal agent was transferred from the Department of Administrative Services to the Sheriff's Office effective January 1, 2006.

### **Matching Funds Requirement**

The JAG grant does not require a local match.

### **Trust Fund Requirement**

The JAG funds, which are forwarded to the County and pursuant to grant guidelines, must be held in a separate trust account.

### **Spending Plan**

The spending plan is attached.

### **RECOMMENDATION**

In order to strengthen the collective ability of local jurisdictions to combat violent crime, it is recommended that the Sheriff be authorized to apply for and accept JAG funds. In addition, a separate trust fund must also be authorized and established to meet grant requirements and to deposit the grant monies that will be forwarded to the County.

*Service to the Community Since 1835*

821 West State Street • Milwaukee, Wisconsin 53233-1488

414-278-4766 • <http://www.mksheriff.org>

## FISCAL NOTE

Approval of this request will result in total 2011 JAG funds of \$1,117,958 being provided to the following localities:

Municipality	Award Amount
MILWAUKEE COUNTY	\$475,551
MILWAUKEE	\$596,640
WAUWATOSA	\$14,348
WEST ALLIS	\$31,419
<b>TOTAL</b>	<b>\$1,117,958</b>

This grant does not require a local match; however, staff time is required because Milwaukee County will be the fiscal agent for the grant. The Office of the Sheriff, upon verification that expenses submitted for reimbursement are consistent with the approved joint spending plan, will transfer the funds to the appropriate departmental account from the trust account where the funds will be held. In addition, the Office of the Sheriff, upon verification that expenses submitted for reimbursement are consistent with the approved joint spending plan, will make payment to the municipalities from the trust account where the funds will be held.

---

Richard Schmidt  
Inspector, Sheriff's Office

pc: Chris Abele, County Executive  
Supervisor Willie Johnson, Jr., Chairman, Committee on Judiciary, Safety and  
General Services  
Patrick Farley, Director, Department of Administrative Services  
Jon Priebe, Public Safety Fiscal Administrator  
Molly Pahl, Fiscal Operations Manager

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From the Sheriff, requesting approval to apply for and accept Edward Byrne Memorial Justice Assistance Grant (JAG) funds for Federal Fiscal Year 2011

**A RESOLUTION**

WHEREAS, in June of 2011, the Sheriff was notified by the U.S. Department of Justice (U.S. DOJ) that it had released applications for the 2011 Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, as a part of the funding, the U.S. DOJ requires the qualifying localities to negotiate a Memorandum of Understanding (MOU) regarding the administration and distribution of funds; and

WHEREAS, the following localities Milwaukee, Milwaukee County, Wauwatosa and West Allis are eligible for a total funding amount of \$1,117,958; and

WHEREAS, funding is awarded to municipalities based upon the average annual number of Part 1 violent crimes reported by the unit to the Federal Bureau of Investigations (FBI) and since Milwaukee County bears the cost of prosecution and incarceration that arise out of Part 1 violent crimes, the DOJ has declared Milwaukee County a disparate jurisdiction and therefore eligible to share in the funding awarded to municipalities located within Milwaukee County; and

WHEREAS, the City of Milwaukee was awarded \$1,072,191 which is 96% of all the local funds, no attempt was made to extract funding from the municipalities other than the City of Milwaukee and after discussions with Milwaukee Police Department, it was agreed that funding would first be provided to the Office of the Sheriff to fund the Community Justice Council Coordinator position housed at the Public Policy Forum at a cost of \$77,791, therefore, the net award to the City of Milwaukee is then \$994,400 and of that, Milwaukee County will receive \$397,760 or 40% of the City of Milwaukee's award; and

WHEREAS, the grant does not require a local match; and

WHEREAS, the application submission deadline is July 21, 2011; and

WHEREAS, Milwaukee County will be the fiscal agent for the grant; and

WHEREAS, in order to meet the grant requirements, a separate trust fund must be established to deposit the grant monies which Milwaukee County will receive; now, therefore,

BE IT RESOLVED, that the County Board of Supervisors does hereby authorize the Sheriff to apply for and accept Edward Byrne Memorial Justice Assistant Grant (JAG) funds; and

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BE IT FURTHER RESOLVED, that a separate trust fund be established to deposit the grant monies.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 6/30/11

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** 2011 Justice Assistance Grant (JAG) -

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact   | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required   | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget  | <input type="checkbox"/> Decrease Capital Revenues     |
| <input checked="" type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input type="checkbox"/> Decrease Operating Expenditures  | <input type="checkbox"/> Use of contingent funds       |
| <input checked="" type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues  |  |

*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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0	475,551
	Revenue		475,551
	Net Cost		
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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.

From the Sheriff, requesting approval to apply for and accept Edward Byrne Memorial Justice Assistance Grant (JAG) funds for 2011.

Approval of this request will result in total 2011 JAG funds of \$1,117,958 being provided to the following localities including \$77,791 in funding being provided to Milwaukee County to provide funding to the Public Policy Forum for their CJC Coordinator:

Municipality	Award Amount
MILWAUKEE COUNTY	\$475,551
MILWAUKEE	\$596,640
WAUWATOSA	\$14,348
WEST ALLIS	\$31,419
TOTAL	\$1,117,958

This grant does not require a local match, however, staff time is required because Milwaukee County will be the fiscal agent for the grant. The Office of the Sheriff, upon verification that expenses submitted for reimbursement are consistent with the approved joint spending plan, will transfer the funds to the appropriate departmental account from the trust account where the funds will be held. In addition, the Office of the Sheriff, upon verification that expenses submitted for reimbursement are consistent with the approved joint spending plan, will make payment to the municipalities from the trust account where the funds will be held.

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<sup>1</sup> 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.

Department/Prepared By Molly Pahl, Fiscal Operations Manager

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Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?     Yes     No

DATE: June 27, 2011

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

FROM: John E. Schapekahn, Principal Assistant Corporation  
Counsel

SUBJECT: Claimants: Safeco Insurance Company of Illinois  
PO Box 515097  
Los Angeles, CA 90051  
Thomas H. Mihal  
2700 Newcastle  
Waukesha, WI 53188

Filed: May 5, 2008

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### **LIABILITY**

On June 12, 2007, at about 2:24 PM, Milwaukee County Zoo employee Anthony Damiano was proceeding eastbound on Watertown Plank Road, and was entering the intersection with Pilgrim Parkway. As he proceeded through the intersection, Damiano's Park's Department van collided with, a northbound M&I van insured by Travelers Insurance Company and driven by John Lauder, which was proceeding through the intersection from the south. As a result of the collision, the M&I van driven by John Lauder collided with a Safeco Insured car operated by Renee Mihal, which was stopped at the intersection at the red traffic lights facing westbound.

Anthony Damiano contends he entered the intersection with a green light controlling traffic going in his direction. Renee Mihal corroborated Anthony Damiano entering the intersection with a green light. Another driver stopped northbound at the intersection, David deValkenaere, also supported Anthony Damiano's having entering the intersection with a green light. John Lauder, however, insists he entered the intersection with a green light controlling traffic going in his direction and that Anthony Damiano ran a red light. John Lauder is supported in his contention that he had the green light and that Anthony Damiano ran a red light by three other drivers stopped at the intersection: Joseph Ehmke, Leea Alton and Carol Schneider.

## **DAMAGES**

As the result of the collisions the Safeco Insured car operated by Renee Mihal suffered damage estimated at a total loss of \$15,896.80, after deduction for salvage value. There is no claim for personal injury.

## **SETTLEMENT PROPOSAL**

Mediation failed to achieve a settlement, the attorney for John Laudner and Travelers insisting that Milwaukee County share equally in any settlement of the Safeco, Thomas Mihal claims. Milwaukee County refused to pay the same amount as Travelers toward settlement. The court scheduled trial to commence July 5. As trial preparation progressed, settlement discussions resumed, with the parties finally agreeing that (a) Safeco and Thomas Mihal would accept \$13,000.00 in full settlement of the property damage claim, (b) Travelers in behalf of John Laudner would contribute \$8,000.00 to the settlement and (c) Wisconsin County Mutual Insurance Corporation in behalf of Anthony Damiano and Milwaukee County would contribute \$5,000.00 to the settlement, subject to Judiciary, Safety and General Services Committee approval

Wisconsin County Mutual Insurance Corporation approves and recommends the \$5,000.00 contribution toward the settlement.

## **CONCLUSION**

Corporation Counsel requests that the Judiciary, Safety and General Services Committee approve of the settlement of the Safeco and Thomas Mihal claims in return for the dismissal of the pending lawsuit and release of all claims against Milwaukee County, Anthony Damiano and Wisconsin County Mutual Insurance Corporation, to be paid as follows:

SAFECO Insurance Company of Illinois and Thomas Mihal. . . \$5,000.00

Respectfully submitted,

\_\_\_\_\_  
JOHN E. SCHAPEKAHM  
Principal Assistant Corporation Counsel

cc: Linda Durham



OFFICE OF CORPORATION COUNSEL

*Milwaukee County*

JOHN F. JORGENSEN **6**  
Acting Corporation Counsel

MARK A. GRADY  
Acting Deputy Corporation Counsel

JOHN E. SCHAPEKAHM  
TIMOTHY R. KARASKIEWICZ  
JEANEEN J. DEHRING  
ROY L. WILLIAMS  
COLLEEN A. FOLEY  
LEE R. JONES  
MOLLY J. ZILLIG  
ALAN M. POLAN  
Principal Assistant  
Corporation Counsel

**DATE:** June 28, 2011

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

**FROM:** Mark Grady, Acting Deputy Corporation Counsel

**SUBJECT:** Claim filed by: G4S Secure Solutions  
633 W. Wisconsin Ave., Suite 593  
Milwaukee, WI 53203

Date of Loss: January 15, 2011

On January 15, 2011, a G4S Secure Solutions van was being utilized for the Milwaukee County Inmate Transportation project. As the van was leaving the CCF-South Facility sally port, the sally port gate was closed prior to allowing the van to clear the exit. The gate came down onto the roof of the van and scratched the roof and broke off the rear spotlight.

The work order submitted by G4S Secure Solutions is in the amount of \$748.98.

It is the recommendation of County Mutual's adjustor that we settle this claim for an amount not to exceed \$748.98. Both the county's insurance company, the Sheriff's Office and Corporation Counsel support this agreement.

Please refer this matter to the Judiciary Committee to be placed on the agenda for its next meeting. At that time we will appear seeking approval of the agreement. Thank you.

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MAG/kpe

Cc: Linda Durham

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

**DATE:** July 11, 2011

**TO:** The Honorable Lee Holloway, County Board Chairman

**FROM:** Mark A. Grady, Acting Deputy Corporation Counsel

**SUBJECT: Candy Pratt v. Milwaukee County  
EEOC Charge No.:443-2010-01534C**

We request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of a settlement in the above matters. We request authority to settle this case for the total sum of \$35,000.00. Pratt will be paid \$30,000.00 in back wages and Pratt's attorneys will be paid \$5000.00 by the Wisconsin County Mutual Insurance Corporation.

Pratt was a communications and highway dispatcher for the Sheriff beginning in 2004. Pratt has multiple sclerosis and has had that disease throughout her employment. During her employment, the Sheriff's Office provided her with accommodations related to the use of her walker and the use of selected chairs. In addition, as a result of medical limitations that were provided from her physician in 2005, the Sheriff's Office provided accommodations related to shift assignment and scheduling limitations. However, there appear to have been times over the years when both Pratt and the Sheriff's Office failed to follow medical advice concerning the medical limitations on her schedule. In addition, Pratt consistently utilized her legal entitlement to FML.

In June of 2010, Pratt provided new medical information from her physician. He stated that she must be assigned to third shift on a permanent basis and provided new limitations on when and how she could be scheduled. The Sheriff's Office determined that accommodating these restrictions in their 24/7 dispatch service would create an undue hardship on the operation of the dispatch office. Among other things, the Sheriff's Office believed that these limitations prevented her from performing mandatory overtime, as required of all dispatchers.

As a result of its determination, the Sheriff's Office placed Pratt on a medical leave of absence in June of 2010 and referred her to the Office for Persons with Disabilities to attempt to locate alternate county employment that would accommodate her disability. Thereafter, Pratt was offered a position as a Clerical Specialist in the Sheriff's Office in September of 2010. This position pays approximately \$2.00 per hour less than her dispatch position. Pratt tried to work the job for a few days, but then refused to continue.

Pratt asserted that the new position was not suitable. She claimed that it required her to provide service to citizens at a window and the workspace available, together with the mobility needed to access files, her phone, her desk, etc., created problems for her because of her limited mobility and it unduly fatigued her. The County believes that additional accommodations are possible to make the new position work for her within her restrictions; Pratt disagrees. Pratt also asserts that her dispatch position was more suitable for her because it was a sitting position. Pratt asserts that her scheduling limitations could have been reasonably accommodated in the dispatch office and that the Sheriff's Office did not make a sufficient effort to discuss such accommodations with her. Other than a couple of days in the new position, Pratt has not worked since June of 2010; her annual wages as a dispatcher were approximately \$40,000.00. Pratt also claims that she is being forced out of county employment three years before she would otherwise have had 15 years of service and would then be eligible for county-paid health insurance in retirement. She has also claimed emotional distress (which is not recoverable in an administrative proceeding, but would be recoverable in a federal court action that could be filed thereafter).

Pratt filed a disability discrimination complaint with the EEOC in August of 2010. At that time she was not represented by an attorney. The EEOC conducted mediation between the parties over a period of many months, but that was not immediately successful. However, Pratt then retained an attorney who re-started the settlement discussions on a more reasonable basis. Those discussions led to a tentative settlement agreement.

In order to resolve the pending discrimination complaint, Pratt has agreed to resign her employment, dismiss her claims and sign a release. In return, Milwaukee County will pay her \$30,000.00 in back wages and the Wisconsin County Mutual Insurance Corporation will pay her attorneys, Jeffrey S. Hynes & Associates S.C.,

Honorable Lee Holloway

7/11/2011

Page 3 of 3

\$5,000.00 in attorneys fees. The settlement has the approval of the Wisconsin County Mutual Insurance Company. We request approval of this settlement.

cc: Linda Durham

A RESOLUTION

WHEREAS Candy Pratt worked as a Communications and Highway Safety Dispatcher in the Sheriff's Office since 2004; and

WHEREAS Pratt requested accommodations due to her medical condition, including among other things, scheduling adjustments; and

WHEREAS the Sheriff's Office determined in June of 2010 that it could no longer reasonably accommodate her requests and referred her to the Office for Persons with Disabilities to locate alternate employment; and

WHEREAS Pratt was offered, but refused, a Clerical Specialist position in the Sheriff's Office in September of 2010 with a wage approximately \$2.00 per hour less than her prior wage as a dispatcher; and

WHEREAS Pratt has filed a claim of disability discrimination with the State Equal Rights Division and the Federal Equal Employment Opportunity Division alleging, among other things, that Milwaukee County has not reasonably accommodated her disability as a dispatcher; that there is no legitimate reason why she could not have been accommodated in her dispatch position and that the new position offered to her is not suitable for her on a medical basis; and

WHEREAS the EEOC conducted mediation between the parties which ultimately led to a tentative settlement agreement; and

WHEREAS the tentative settlement agreement provides for a dismissal of all complaints, Pratt's resignation of employment and a release of all claims against Milwaukee County in return for a payment by Milwaukee County to Pratt of back wages of \$30,000.00 and a payment by Wisconsin County Mutual Insurance Corporation in the amount of \$5,000.00 to Pratt's attorney, Jeffrey S. Hynes & Associates S.C.; and

WHEREAS the Office of Corporation Counsel recommends this settlement; and

WHEREAS the Committee on Judiciary, Safety and General Services approved this settlement at its meeting on July 14, 2011 by a vote of \_\_\_\_\_;

NOW, THEREFORE,

BE IT RESOLVED, that Milwaukee County approves a payment to Pratt of back wages of \$30,000.00 and a payment to be made by the Wisconsin County Mutual Insurance Corporation to Pratt's attorney, Jeffrey S. Hynes & Associates S.C., in the amount of \$5,000.00, in return for a dismissal of the pending discrimination complaints, Pratt's resignation of employment and a release of all employment claims against the County.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** July 11, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** A RESOLUTION to approve a settlement agreement related to discrimination claims by Candy Pratt.

**FISCAL EFFECT:**

No Direct County Fiscal Impact

Increase Capital Expenditures

Existing Staff Time Required

Decrease Capital Expenditures

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

Increase Capital Revenues

X Absorbed Within Agency's Budget

Decrease Capital Revenues

Not Absorbed Within Agency's Budget

Decrease Operating Expenditures

Use of contingent funds

Increase Operating Revenues

Decrease Operating Revenues

*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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	30,000	0
	Revenue	0	0
	Net Cost	30,000	0
<b>Capital Improvement Budget</b>	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. <sup>1</sup> 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 authorizes a payment of \$30,000 as back wages to Candy Pratt by Milwaukee County and a payment of \$5,000.00 as attorney fees to Jeffrey S. Hynes & Associates S.C. by Wisconsin County Mutual Insurance Corporation. The \$5,000 in attorney's fees will be applied to the County's deductible with Wisconsin County Mutual.

Department/Prepared By Corporation Counsel

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?                      Yes    X                      No

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<sup>1</sup> 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*

JOHN F. JORGENSEN  
Acting Corporation Counsel

MARK A. GRADY  
Acting Deputy Corporation Counsel

JOHN E. SCHAPEKAHM  
TIMOTHY R. KARASKIEWICZ  
JEANEEN J. DEHRING  
ROY L. WILLIAMS  
COLLEEN A. FOLEY  
LEE R. JONES  
MOLLY J. ZILLIG  
ALAN M. POLAN  
Principal Assistant  
Corporation Counsel

**DATE:** June 29, 2011

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

**FROM:** Mark Grady, Acting Deputy Corporation Counsel

**Subject:** Claim filed by: Robert Sevier  
Round Lake Beach, IL

Date of Loss: February 10, 2010

On February 10, 2010, two County maintenance employees at the General Mitchell International Airport used snow removal equipment to clear snow around a structure leased by the County to Freight Runners Express. As a result of the removal efforts, chunks of snow and ice were propelled into nearby vehicles parked in an adjacent lot. Robert Sevier owned a 2002 Infinity G2 Luxury Sedan that was parked in that lot and damaged in the incident.

On April 8, 2010, the Judiciary Committee approved a payment for the damages to Mr. Sevier's vehicle for \$3,841.00, which included repair and rental car costs. However, Mr. Sevier discovered additional electrical problems caused by the incident. These problems were not diagnosed at the time of the original recommendation for settlement. The cost of these additional repairs was estimated to be \$3,426.10. The cost of all of the repairs now exceeds the value of the vehicle.

The agreed upon lost value of the vehicle is \$4,795.00. The prior settlement approval of \$3,841.00 included \$1,404.47 in car rental expenses; the balance of \$2,436.53 was related to vehicle damage. Thus, the difference between \$4,795.00 and \$2,436.53 is the remaining amount owed; that is \$2,358.47.

It is the recommendation of Midwestern Adjustment Co.'s adjustor that this supplemental claim be settled for an amount not to exceed \$2,358.47. Both the county's insurance company and the Corporation Counsel support this agreement.

Mr. Lee Holloway, Chairman  
Milwaukee County Board of Supervisors  
July 11, 2011  
Page Two

Please refer this matter to the Judiciary Committee to be placed on the agenda for its next meeting. At that time, we will appear seeking approval of the agreement. Thank you.

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MAG/kmt

Cc: Linda Durham

## RESOLUTION

Re: Claim filed by: Robert Sevier  
Date Claim Filed: March 30, 2010

WHEREAS, on February 10, 2010 two County maintenance workers at General Mitchell International Airport were using snow removal equipment to clear snow around a structure leased by the County to Freight Runners Express, and,

WHEREAS, some of the snow contained ice chunks which were propelled into vehicles of Freight Runners Express which were parked in the lot adjacent to the building, and,

WHEREAS, Robert Sevier's 2002 Infinity G2 Luxury Sedan suffered extensive damage which includes concerns that the electrical system of the vehicle had been compromised, and,

WHEREAS, on April 8, 2010, the Judiciary Committee approved a payment for the then-known damages to Mr. Sevier's vehicle for \$3,841.00, which included repair and rental car costs, and,

WHEREAS, Mr. Sevier discovered additional electrical problems caused by the incident. These problems were not diagnosed at the time of the original recommendation for settlement. The cost of these additional repairs was estimated to be \$3,426.10. The cost of all of the repairs now exceeds the agreed upon value of the vehicle, which is \$4,795.00 and,

WHEREAS, the prior settlement approval of \$3,841.00 included \$1,404.47 in car rental expenses; the balance of \$2,436.53 was related to vehicle damage. Thus, the difference between \$4,795.00 and \$2,436.53 is the remaining amount owed; that is \$2,358.47.

WHEREAS, It is the recommendation of Midwestern Adjustment Co.'s adjustor that this supplemental claim be settled for an amount not to exceed \$2,358.47, bringing the total payment for his claim to \$6,199.47.

WHEREAS, the Committee on Judiciary, Safety and General Services at its meeting on July 14, 2011 voted (\_\_\_\_\_) to recommend the additional payment as proposed resulting in total payments of \$6,199.47; now,

BE IT RESOLVED, that Milwaukee County approves the additional payment of \$2,358.47 to Robert Sevier, and a total payment of \$6,199.47, to settle in full all claims arising out of the February 10, 2010 incident.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** July 7, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Claim filed by Robert Sevier

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact                                     | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required  | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input type="checkbox"/> Decrease Operating Expenditures   | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

*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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0.00	0.00
	Revenue	0.00	0.00
	Net Cost	0.00	0.00
<b>Capital Improvement Budget</b>	Expenditure	0.00	0.00
	Revenue	0.00	0.00
	Net Cost	0.00	0.00

## 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.<sup>1</sup> 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.

Payment of this claim will result in the amount of \$6,199.47 being expended from airport operating funds that do not have a county tax levy impact.

Department/Prepared By Corporation Counsel

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

<sup>1</sup> 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*

9

JOHN F. JORGENSEN  
Acting Corporation Counsel

MARK A. GRADY  
Acting Deputy Corporation Counsel

JOHN E. SCHAPEKAHM  
TIMOTHY R. KARASKIEWICZ  
JEANEEN J. DEHRING  
ROY L. WILLIAMS  
COLLEEN A. FOLEY  
LEE R. JONES  
MOLLY J. ZILLIG  
ALAN M. POLAN  
Principal Assistant  
Corporation Counsel

**DATE:** June 28, 2011

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

**FROM:** Mark Grady, Deputy Corporation Counsel

**SUBJECT:** Claim filed by: Yolanda Randolph  
Milwaukee, WI

Date of Loss: January 22, 2011

On January 22, 2010, a Milwaukee County Highway Maintenance employee was operating a 2006 plow truck eastbound on W. Mill Road at N. 76<sup>th</sup> St. As he pulled into the left turn lane, he raised the right plow wing not realizing that Ms. Randolph's vehicle was in his blind spot. Ms. Randolph was in the center eastbound lane of W. Mill Road and she was going to continue on W. Mill Road through N. 76<sup>th</sup> St. When the snow plow wing was raised, it came up and hit her rear bumper and continued down the driver's side of her 2001 Honda CRV as the plow continued to pull up to the stop light.

Ms. Randolph is represented by Hupy & Abraham. The vehicle was towed to Russ Darrow Collision Center. They wrote an estimate indicating that the damage total was \$ 9,359.39. The vehicle is now a total loss when you add in the unrelated prior damages. A re-inspection was completed and the damages were estimated to be \$ 5,095.08, when damages unrelated to the accident were removed.

County Mutual has made an offer of settlement on the vehicle with Hupy & Abraham in the amount of \$5,053.75, plus the towing fee of \$ 58.75. Loss of use was also requested and denied. It is the recommendation of the County Mutual's adjustor that we settle the property damage portion of this claim for an amount not to exceed \$ 5,112.50. Both the county's insurance company and Corporation Counsel support this agreement.

We anticipate a separate claim for personal injuries in the future.

Chairman Lee Holloway  
Judiciary Committee Memo  
June 28, 2011  
Page 2 of 2

Please refer this matter to the Judiciary Committee to be placed on the agenda for its next meeting. At that time we will appear seeking approval of the agreement. Thank you.

---

MAG/kpe

Cc: Linda Durham

## RESOLUTION

Re: Claim filed by: Yolanda Randolph  
Date Claim Filed: March 18, 2011

WHEREAS, on January 22, 2011, a Milwaukee County Highway Maintenance employee was operating a 2006 plow truck eastbound on W. Mill Road at N. 76<sup>th</sup> St., and,

WHEREAS, the Highway Maintenance employee pulled into the left turn lane and raised the right plow wing not realizing that Yolanda Randolph's vehicle was in his blind spot. Ms. Randolph was in the center eastbound lane of W. Mill Road and she was going to continue on W. Mill Road through N. 76<sup>th</sup> St., and,

WHEREAS, when the snow plow wing was raised, it came up and hit Ms. Randolph's rear bumper and continued down the driver's side of her 2001 Honda CRV as the plow continued to pull up to the stop light, and,

WHEREAS, Ms. Randolph is represented by Hupy & Abraham, and,

WHEREAS, the vehicle was towed to Russ Darrow Collision Center and an estimate was done that evaluated the damages at \$5,095.08, when damages unrelated to the accident were removed and,

WHEREAS, County Mutual has made an offer of settlement on the vehicle with Hupy & Abraham in the amount of \$5,053.75, plus the towing fee of \$ 58.75, but damages for loss of use were requested and denied.

WHEREAS, County Mutual's insurance adjustor recommends settlement of all claims by Yolanda Randolph for property damage for \$5,112.50 and Corporation Counsel recommends such payment, and,

WHEREAS, the Committee on Judiciary, Safety and General Services at its meeting on July 14, 2011 voted (\_\_\_\_\_) to recommend the payment as proposed; now,

BE IT RESOLVED, that Milwaukee County approves the payment of \$5,112.50 to Yolanda Randolph in return for a full release of all property damage claims arising out of the January 22, 2011 motor vehicle accident.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** June 20, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Claim filed by Yolanda Randolph

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact                                     | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required  | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues     |
| <input type="checkbox"/> Absorbed Within Agency's Budget   | <input type="checkbox"/> Decrease Capital Revenues     |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget   |  |
| <input type="checkbox"/> Decrease Operating Expenditures   | <input type="checkbox"/> Use of contingent funds       |
| <input type="checkbox"/> Increase Operating Revenues   |  |
| <input type="checkbox"/> Decrease Operating Revenues   |  |

*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.*

	<b>Expenditure or Revenue Category</b>	<b>Current Year</b>	<b>Subsequent Year</b>
<b>Operating Budget</b>	Expenditure	0.00	0.00
	Revenue	0.00	0.00
	Net Cost	0.00	0.00
<b>Capital Improvement Budget</b>	Expenditure	0.00	0.00
	Revenue	0.00	0.00
	Net Cost	0.00	0.00

## 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.<sup>1</sup> 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.

Payment of this claim will result in the amount of \$5,112.50 being applied to Milwaukee County's deductible with the Wisconsin Mutual Insurance Corporation.

Department/Prepared By Corporation Counsel

Authorized Signature \_\_\_\_\_

Did DAS-Fiscal Staff Review?  Yes  No

<sup>1</sup> 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.