

**COUNTY OF MILWAUKEE**  
Inter-Office Communication

**DATE:** August 30, 2011

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

**FROM:** Jim Sullivan, Director, Department of Child Support Enforcement

**SUBJECT:** REQUEST FROM THE DIRECTOR OF THE DEPARTMENT OF CHILD SUPPORT ENFORCEMENT FOR AUTHORIZATION TO PAY CONTRACT FOR JOXEL GROUP LLC

**Issue:**

Section 56.30(9), of the Milwaukee County Ordinances states that no work shall be performed by any professional service contractor until a written contract has been executed and signed by all appropriate officials.

**Discussion:**

Earlier this year the Department of Child Support Enforcement requested County Board authorization to apply for federal grant opportunities which may become available during calendar year 2011. Such authorization was granted by the Board on June 23, 2011 (Resolution No. 11-272). On June 29 the U.S. Office of Family Assistance (in the Department of Health and Human Services' Administration for Children and Families) announced the availability of demonstration grants supporting responsible fatherhood activities. The deadline for application was July 28, 2011. Joxel Group LLC was brought in to assist Milwaukee County Child Support in its application. Services provided included coordinating communication with potential grant partners, drafting the application itself and submitting the application timely. The application for the \$1.8 million grant, of which the Department would receive approximately \$400,000 per year for the three years, was successfully submitted on July 27, 2011. Due to the size and complexity of the project, along with a short timeline for completion and the transition of department leadership during the application period, the professional services agreement for Joxel LLC was not executed and signed by all appropriate officials prior to the work on the application being done.

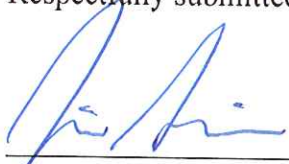
**Fiscal:**

Sufficient funds are available within the Department of Child Support Enforcement 2011 budget for the \$10,000 payment to Joxel Group LLC.

**Recommendation:**

The Department recommends that 56.30 (9) be waived and payment approved for the services performed by Joxel Group LLC prior to the completion of the professional services agreement.

Respectfully submitted,



Jim Sullivan, Director  
Department of Child Support Enforcement

cc: Chris Able, Milwaukee County Executive  
Willie Johnson Jr., Chairman, Judiciary, Safety and General Services Committee  
Johnny Thomas, Chairman, Finance and Audit Committee  
George Aldrich, Chief of Staff, Milwaukee County Executive's Office  
Cynthia (CJ) Pahl, Assistant Fiscal & Budget Administrator, Department of  
Administrative Services  
Rick Ceschin, Analyst – County Board  
Antoinette Thomas-Bailey, Analyst – Department of Administrative Services  
Linda Durham, Committee Clerk – County Board

Attachments

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(Item \_\_\_\_ ) From the Director, Department of Child Support Enforcement, requesting authorization to pay the invoice submitted by Joxel Group, LLC in the amount of \$ \_\_\_\_\_ by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, section 56.30(9) of the Milwaukee County Ordinances provides that no vendor shall begin work until all officials sign the executed contract; and

WHEREAS, the Department of Administrative Services is not permitted by Ordinance to exempt the departments from Section 56.30(9) but is able to make payments following authorization of the Milwaukee County Board of Supervisors; and

WHEREAS, the Department of Child Support Enforcement needed to complete its application for a \$1.8 million Pathways to Responsible Fatherhood grant in less than thirty days from the date of the grant announcement; and

WHEREAS, work was performed by Joxel Group, LLC prior to all officials signing the executed contract; and

WHEREAS, Joxel Group, LLC successfully submitted the Department of Child Support Enforcement's application for \$1.8 million in Pathways to Responsible Fatherhood grant funds prior to the deadline; now, therefore,

BE IT RESOLVED, that the Committee on Judiciary, Safety, and General Services of the Milwaukee County Board of Supervisors hereby authorizes the Department of Child Support Enforcement and the Department of Administrative Services to pay the invoice submitted by Joxel Group, LLC for work performed related to the 2011 application for Pathways to Responsible Fatherhood grant funds.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** 8/30/11

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request from the Director of the Child Support Enforcement for authorization to pay Professional Service Contract

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input checked="" 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><input type="checkbox"/> 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	0
	Revenue	0	0
	Net Cost	0	0
<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.

A. The Director of Child Support Enforcement requests the County Board's authorization, by resolution, for CSE and DAS to pay an invoice for a professional service contract for Joxel Group, LLC. In accordance with 56.30(9), the invoice is not being paid because contract work was performed prior to the contract being signed by all parties. The Ordinance allows for payment if the Board authorizes it by resolution.

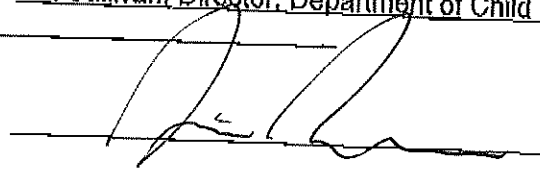
B. Approval of this request will result in payment of \$10,000 for the contracted work from available 2011 CSE funds. This is a one-time cost.

C. There is no budgetary impact associated with this contract.

D. No further assumptions are made.

Department/Prepared By Jim Sullivan, Director, Department of Child Support Enforcement

Authorized Signature

 9/31/2011

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.

## PROFESSIONAL SERVICES AGREEMENT

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by Jim Sullivan, Director, Department of Child Support Enforcement and Joxel Group LLC, 10555 N. Port Washington Rd., Suite 203, Mequon, WI 53092 (hereinafter called "Contractor"), represented by Sushil Pillai, President, is entered into on August 26, 2011.

### 1. SCOPE OF SERVICES

Contractor shall specifically perform all of the tasks set forth in Exhibit A.

### 2. STAFFING

Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County.

### 3. COMPENSATION

Contractor shall be compensated for work performed for a flat fee, at the rate listed in Exhibit A of this Contract. The total compensation to Contractor for services performed under this Contract shall not exceed \$10,000.00. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days.

### 4. OWNERSHIP OF DATA

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County. No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

### 5. AUDIT AND INSPECTION OF RECORDS

Contractor agrees to permit authorized representatives of the county auditor, upon reasonable notice, the right to inspect and audit all of its records of related to this Contract, for a period up to three years after completion of the Contract.

### 6. AFFIRMATIVE ACTION

The contractor assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Contractor assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered suborganizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as recreated by 14 CFR Part 152, Subpart E, to the same effect.

### 7. DISADVANTAGED BUSINESS ENTERPRISE

Each prime consultant/service provider shall utilize DBE firms to a minimum of 17% of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County DBE Utilization Plan (DBD-014PS form). Consultants/service providers receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally.

In keeping with County Ordinance intent, consultant/service providers should use good faith efforts to achieve the amount of DBE participation in this proposal. A 17% goal has been established for applicable sections of this contract as described. Consultant/Service Providers should include and will be evaluated on their philosophy and approach to including DBE participation as a part of the scope of services, as well as, the level and nature of DBE involvement.

#### 8. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS

No eligible client shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation, handicap, physical condition or developmental disability as defined in s. 51.01(5) Wis. Stats.

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, handicap, physical condition or developmental disability as defined in s. 51.01(5) Wis. Stats.

Contractor agrees to comply with the provisions of Section 56.17 County General Ordinances which is attached hereto by reference and incorporated herein as though fully set forth herein.

#### 9. INDEMNITY

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

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of tasks and services covered by this agreement.

#### 10. INSURANCE

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

Evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County, upon request, by a certificate naming the County as an additional insured on general and

automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.

The Consultant shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this agreement.

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

<b>Type of Coverage</b>	<b>Minimum Limits</b>
<b>Wisconsin Workers' Compensation</b>	Statutory
<b>Employer's Liability</b>	\$100,000/\$500,000/\$100,000
<b>Commercial Or Comprehensive General Liability</b>	
General Aggregate	\$1,000,000 Per Occurrence
Personal Injury	\$1,000,000 Per Person
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
<b>Automobile Liability</b>	
Bodily Injury & Property Damage – all autos owned, non-owned and/or hired	\$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin requirements

**MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AS RESPECTS SERVICES PROVIDED IN THIS AGREEMENT. DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A THIRTY (30) DAY WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE SHALL BE AFFORDED THE COUNTY.**

The insurance specified above shall be placed with an AA+ rated carrier per Best's Rating Guide and approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this agreement. Waivers may be granted when surplus lines and specialty carriers are used.

A Certificate of Insurance shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

The Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State laws.

**11. WITHHOLDING OF PAYMENTS**



Failure on the part of the Contractor to comply with any contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from Milwaukee County by virtue of any Milwaukee County obligation to Contractor until such time as the contract requirements are met.

## 12. CONTRACT TERMINATION

This contract may be terminated thirty (30) days following written notice by County or Contractor for any reason, with or without cause. Failure to maintain in good standing required licenses may, at the option of the County, result in immediate termination of this Contract. Failure to comply with any part of this Contract may be considered cause for early termination by the offended party.

In the event of termination, the County will only be liable for services rendered through the date of termination.

Contractor shall notify County in writing whenever it is unable to provide the required quality or quantity of services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.

Should funding not be obtained or continued at a level sufficient to allow for payment for the quantity of services in this Contract, the obligations of each party shall be terminated and shall be sufficient basis for County to reduce the amount to be paid Contractor notwithstanding that Contractor may have provided the service.

## 13. 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.

## 14. INDEPENDENT CONTRACTOR

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

## 15. SUBCONTRACTS

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

## 16. ASSIGNMENT LIMITATION

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

## 17. PROHIBITED PRACTICES

Contractor, during the period of this Agreement, 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 Contractor, has a conflict of interest. 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 Contractor's business unless approved in writing by the Director of the Department of Child Support Enforcement.

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

18. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to Jim Sullivan, Director, Milwaukee County Child Support, Room 101, Milwaukee County Courthouse, 901 N. 9<sup>th</sup> St., Milwaukee, WI 53233 , and notices to Contractor shall be sufficient if sent by Certified or Registered mail, postage prepaid, to Sushil Pillai, President, Joxel Group LLC, 10555 N. Port Washington Rd., Suite 203, Mequon, WI 53092, or to such other respective addresses as the parties may designate to each other in writing from time to time.

19. MISCELLANEOUS

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

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

Joxel Group LLC:

Sushil Pillai  
Sushil Pillai  
President  
Joxel Group LLC  
10555 N. Port Washington Rd.  
Suite 203  
Mequon WI 53092

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

Milwaukee County:

Jim Sullivan  
Jim Sullivan  
Director  
Child Support Enforcement  
John P. Hayes Center  
Room 101 Courthouse  
901 N. 9<sup>th</sup> Street  
Milwaukee, WI 53233

DATE: 8/30/2011

Approved as to form and independent contractor status by Corporation Counsel

[Signature]  
Date 8/30/2011

Approved by Risk Management (DOA)

Dennis Dietschen  
DENNIS DIETSCHEN DAS

Date 8/30/11

Approved by CBDP/DBE \_\_\_\_\_

Date \_\_\_\_\_

of Directors, or have a proprietary interest in Contractor's business unless approved in writing by the Director of the Department of Child Support Enforcement.

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

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

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

Joxel Group LLC:

Sushil Pillai  
Sushil Pillai  
President  
Joxel Group LLC  
10555 N. Port Washington Rd.  
Suite 203  
Mequon WI 53092

DATE: 8.26.2011

Milwaukee County:

Jim Sullivan  
Jim Sullivan  
Director  
Child Support Enforcement  
John P. Hayes Center  
Room 101 Courthouse  
901 N. 9<sup>th</sup> Street  
Milwaukee, WI 53233

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

Approved as to form and independent contractor status by Corporation Counsel \_\_\_\_\_

Date \_\_\_\_\_

Approved by Risk Management (DOA) \_\_\_\_\_ Date \_\_\_\_\_

Approved by CBDP/DBE [Signature] \_\_\_\_\_ Date 8.31.2011

## **Milwaukee County Child Support**

### **Scope of Services related to the preparation of the application for Pathways to Responsible Fatherhood Grant**

Joxel Group LLC will prepare and submit an application in response to the United States Office of Family Assistance announcement soliciting applications for the competitive award of demonstration grants that support responsible fatherhood activities (Funding Opportunity Number HHS-2011-ACF-OFA-FK-0194).

Based on the Grant Announcement's requirements, Joxel Group LLC will:

- Conduct planning sessions with Child Support officials and Child Support partners in the Grant Application.
- Draft the Grant Application and required attachments for Child Support review.
- Prepare any necessary tables, charts or graphics to enhance the application.
- Format the Application consistent with Grant Announcement requirements.
- Make any revisions requested by Milwaukee County Child Support.
- Finalize application for Milwaukee County Child Support signatures.
- Successfully submit the application prior to the application deadline.

The total cost for Joxel LLC's outlined services is \$10,000.00.

**JEFFREY A. KREMERS**  
Chief Judge  
Telephone: (414) 278-5116

**DAVID A. HANSHER**  
Deputy Chief Judge  
Telephone: (414) 278-5340

**MAXINE A. WHITE**  
Deputy Chief Judge  
Telephone: (414) 278-4482

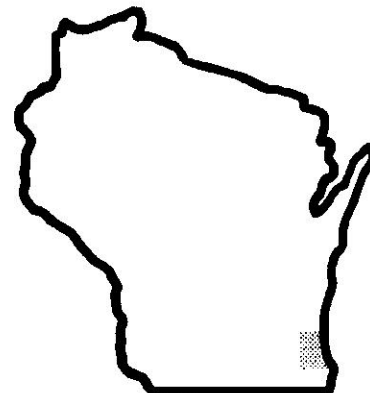
**BRUCE M. HARVEY**  
District Court Administrator  
Telephone: (414) 278-5115

**BETH BISHOP PERRIGO**  
Deputy District Court Administrator  
Telephone: (414) 278-5025

STATE OF WISCONSIN  
**FIRST JUDICIAL DISTRICT**

MILWAUKEE COUNTY COURTHOUSE  
901 NORTH NINTH STREET, ROOM 609  
MILWAUKEE, WISCONSIN 53233-1425

TELEPHONE (414) 278-5112  
FAX (414) 223-1264



Date: August 25, 2011

To: Supervisor Willie Johnson Jr., Chair, Judiciary, Safety and General Services Committee

From: Jeffrey A. Kremers, Chief Judge *JAK*  
Holly Szablewski, Judicial Review Coordinator

Subject: **Informational Report: Status of Universal Screening Pilot Program Implementation**

BACKGROUND

The 2011 budget included a \$250,000 appropriation for implementation of a Universal Screening Pilot Program. Originally, it was anticipated that a competitive bid process would be utilized to select a provider for these services. However, in January the County Board (File No. 11-53) granted the Chief Judge permission to execute a professional services contract with Justice 2000, Inc. to provide screening services.

In February, the Office of the Chief Judge executed a professional services contract with Justice 2000. Justice 2000 recruited and trained staff and worked with the Judicial Review Coordinator, Milwaukee County Office of the Sheriff, IMSD and other entities to complete infrastructure and information system modifications necessary to implement screening. Justice 2000 began screening inmates in March. To date the program has screened 1,671 people for diversion/deferred prosecution eligibility.

On May 19, 2011 Milwaukee County received notice from the State of Wisconsin Office of Justice Assistance of a grant in the amount of \$100,000 in support of Universal Screening. In its June cycle, the Board granted permission to the Chief Judge to receipt these funds and amend the Justice 2000 professional services contract accordingly.

CURRENT PROGRAM STATUS

Full implementation of the pilot program has been delayed primarily due to a review of the County's criminal justice system front-end decision making process through participation in the National Institute of Corrections' Evidence-Based Decision Making Initiative.

In July of 2010, the Milwaukee County Community Justice Council submitted an application on behalf of Milwaukee County to participate in Phase II of the National Institute of Corrections Evidence-Based Decision Making Initiative (EBDMI). The purpose of this initiative is to equip criminal justice policymakers in local communities with the information, processes, and tools that will result in measurable reductions of pretrial misconduct and post-conviction reoffending. The initiative is grounded in two decades of research on the factors that contribute to criminal reoffending and the methods the justice system can employ to interrupt the cycle of re-offense.

In August of 2010, Milwaukee County was selected as one of seven sites nationally to participate in the initiative. While no direct funding was provided to jurisdictions selected to participate in the initiative, Milwaukee County received the benefit of extensive technical assistance from a team of providers with expertise in evidence-based decision making, management, and operations in all facets of the criminal justice system (i.e., NIC, OJP, and its consortium of providers and others as was needed). This technical assistance included a complete, detailed mapping of the criminal justice system and review of current processes and practices at key decision points in the system. There was significant focus on the County's bail setting decision point.

During the course of this review and ongoing work with Milwaukee's technical assistance provider, the original Universal Screening Pilot program implementation plan was reviewed by all stakeholders, Milwaukee's EBDMI technical assistance provider and the EBDMI Booking to Initial Appearance Work Group. Several recommendations resulted from these efforts that are intended to enhance the implementation plan, align the program more closely with evidence based practices, increase the likelihood of long term program success, improve the potential fiscal impact, and reduce the possibility of implementation failure.

To address recommendations stemming from the EBDMI as expeditiously as possible, the Chief Judge created the Universal Screening Work Group. This group is lead by the Chief Judge and Judicial Review Coordinator and includes the presiding judges of the felony and misdemeanor divisions, judicial court commissioner, deputy district attorney, public defender and Justice 2000. Significant progress has been made in addressing the following recommendations:

- *Validate the Milwaukee County Pretrial Risk Assessment Instrument (MCPRAI).* One of the principles of the EBDMI that is supported by extensive research is that actuarial based risk assessment tools consistently perform better than professional judgment alone in predicting the risk for pretrial failure. While the MCPRAI was developed by Justice 2000 in neighboring Racine County and has been in use in Milwaukee County's pretrial services programs for a number of years, it had not been validated locally. Despite research that supports the "portability" of the risk tool across jurisdictions, best practice is to insure the tools are as predictive as possible for the intended population in the intended jurisdiction of use.

In June, 2011 the Office of the Chief Judge engaged Dr. Marie VanNostrand along with Dr. Christopher Lowenkamp, nationally recognized pretrial risk assessment instrument experts, in a validation study of the Milwaukee County Pretrial Risk Assessment Instrument (MCPRAI). That study determined that the MCPRAI was not actually predicting pretrial success or failure as well as expected. Additional data analysis and resulting modifications have resulted in significant improvements in its predictive ability. The tool will be finalized (MCPRAI-R) at an upcoming session with Dr. VanNostrand on September 7, 2011.

Dr. VanNostrand was also asked to develop a shorter, pre-screening instrument that could be utilized to screen out low risk defendants from further pretrial intervention. Given the limited funding for Universal Screening, this would allow the program to screen more individuals. A draft pre-screening instrument has been proposed and will be reviewed at the September 7<sup>th</sup>

Universal Screening Work Group meeting with Dr. VanNostrand.

- *Develop a Praxis to guide front-end release decisions and determination of bail conditions.* (**Praxis** is the process by which a theory, lesson, or skill is enacted, practiced, embodied, or realized. "Praxis" may also refer to the act of engaging, applying, exercising, realizing, or practicing ideas.)

The original Universal Screening proposal envisioned pretrial staff completing the MCPRAI and intake interview with an arrestee. They would then summarize the information and provide the risk score and other bail-related information to the key decision-makers but without an accompanying recommendation or guideline for release or detention or release conditions.

Research has shown that higher risk defendants are more likely to fail (rearrest or fail to appear in court) during the pretrial period. In order to address this risk, more intensive pretrial conditions are necessary whether it be high cash bond, more intensive supervision or pretrial detention. Conversely, low risk defendants are more likely to fail when over conditioned through unnecessary pretrial supervision or imposition of cash bond.

To provide additional guidance to stakeholders in the release decision and to ensure that valuable pretrial supervision resources are directed to the appropriate and most cost-effective target populations, Dr. Marie VanNostrand worked with the Universal Screening Work Group to develop the Milwaukee County Pretrial Praxis. The Praxis incorporates the defendant's risk for pretrial misconduct and the nature of the charge into a resulting guideline for the setting of bail and determination of release conditions.

The Praxis will be finalized at the September 7<sup>th</sup> Universal Screening Work Group meeting with Dr. VanNostrand.

- *Conduct stakeholder training on evidence-based decision making and use of pretrial risk assessment instruments.* Critical to the successful implementation of any program is obtaining stakeholder understanding and buy-in. This is attained by insuring that the broad research supporting evidence-based decision making, pretrial risk assessment and Universal Screening is presented to key stakeholders. In addition, more specific training on the screening tools (MCPRAI-R, Praxis, Intake Interview, etc.) is critical in gaining an understanding of how pretrial staff apply the screening tools and arrive at resulting recommendations. It is also essential to train personnel in proper interpretation and application of risk assessment/praxis information in their bail decisions.

In October of 2010, the Judicial Review Coordinator submitted an application to the Pretrial Justice Institute (PJI) for technical assistance and training on front-end decision making. The application was accepted and in December, PJI provided free training for approximately 175 Milwaukee County criminal justice system stakeholders including judges, judicial commissioners, district attorneys, public defenders, private bar and pretrial services staff.

Building on this effort, in May of 2011 the National Institute of Corrections provided additional no-cost training more specific to the EBDMI, risk assessment and release decision-making through Milwaukee's participation in the EBDMI. Almost 200 system stakeholders were in attendance.

Dr. Marie VanNostrand will return to Milwaukee the weeks of September 5<sup>th</sup> and 26<sup>th</sup> to complete work on the Praxis and MCPRAI-R and conduct stakeholder training specific to the use and application of these tools.

- *Develop and implement a strong data collection plan.* To measure program activity, outcomes and impact of the program, the Judicial Review Coordinator is working with Milwaukee's EBDMI and Justice Reinvestment Initiative (JRI) technical assistance providers and others. This will insure that essential program activities, data and outcomes are properly collected and stored for analysis and evaluation. This work involves modifying the Milwaukee County Pretrial Services Database to collect the necessary information. The Judicial Review Coordinator is also currently working with the Pretrial Justice Institute and JRI technical assistance provider to further analyze Milwaukee County's current pretrial detention population in an effort to measure the impact and potential cost-savings of Universal Screening.

#### ANTICIPATED PROJECT IMPLEMENTATION DATE

Full-scale implementation will occur by mid-October.

#### RECOMMENDATION

The Chief Judge and Judicial Review Coordinator respectfully request this report to be received and placed on file.





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

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

**DATE:** August 25, 2011

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

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

**SUBJECT:** Request to apply for and accept Homeland Security grants in the amount of \$80,210

**REQUEST**

The Sheriff's Office requests the approval to apply for and accept homeland security grant funding from the State of Wisconsin Office of Justice Assistance to be used to assist with enhancing the following:

- response preparedness for the SWAT team for chemical, biological, radioactive and nuclear explosives
- increase the SWAT team's ability to respond to, investigate and mitigate terrorism and other catastrophic events
- establish and sustain a resource data system and protocols for the entire cycle of emergency management

**BACKGROUND**

Under Chapter 99 of the County Ordinances and Wisconsin State Statute 323, the Emergency Management Division of the Office of the Sheriff has certain responsibilities in the preparation, mitigation, response, and recovery of emergency situations. The State annually offers opportunities for counties to apply for federal and state homeland security grant dollars to assist with meeting these responsibilities.

Homeland Security grant opportunities that are designated for Milwaukee County available now from the State of Wisconsin Office of Justice Assistance include:

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1. Homeland Security Law Enforcement Specialty Team Equipment \$18,710.  
These funds will be used to purchase the following items for the Sheriff's SWAT team.
  - a. Three night vision infrared illuminators = \$821
  - b. One spotting scope/surveillance telescope = \$10,089
  - c. 21 protective masks with respirators = \$1,000
  - d. Two ballistic shields = \$6,800
  
2. Homeland Security Law Enforcement Specialty Team Equipment \$31,500.  
These funds will be used to purchase the following items for the Sheriff's SWAT team.
  - a. One Robot = \$17,000
  - b. One wireless pan/tilt thermal camera = \$5,500
  - c. One remote controlled platform = \$5,860
  - d. Four ballistic helmets = \$1,380.
  - e. Four tactical communications headsets = \$1,760
  
3. Homeland Security Emergency Procurement and Resource Registry Pilot \$30,000. These funds would be used to initiate an Emergency Procurement and Resource Registry Pilot program that will assemble emergency management, public procurement, non-profit community organizations, private business and a technology provider to establish and sustain a resource data system and protocols enabling more effective and efficient information and resources sharing throughout the entire cycle of emergency management.

#### FISCAL NOTE

Appropriation transfer requests have been submitted for consideration during the September meeting of the Committee on Finance and Audit to recognize the grant revenue and establish expenditure authority of \$80,210. There is no local match to the funding and therefore no tax levy impact.

Sincerely,



Richard Schmidt, Inspector  
Milwaukee County Sheriff's Office

cc: Willie Johnson, Jr., Chair, Judiciary, Safety and General Services  
Committee  
Jon Priebe, Public Safety Fiscal Administrator  
Rick Ceschin, Research Analyst, County Board  
Carl Stenbol, Administrator, Emergency Management, Office of the Sheriff

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Josh Fudge, Fiscal and Management Analyst, DAS  
Linda Durham, Committee Clerk, County Board

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821 West State Street • Milwaukee, Wisconsin 53233-1488

(ITEM ) From the Sheriff requesting to apply for and accept Homeland Security grant funds in the amount of \$80,210:

A RESOLUTION

WHEREAS, the Sheriff's Office requests the approval to apply for and accept homeland security grant funding from the State of Wisconsin Office of Justice Assistance to be used to assist with enhancing the following:

1. response preparedness for the SWAT team for chemical, biological, radioactive and nuclear explosives
2. increase the SWAT team's ability to respond to, investigate and mitigate terrorism and other catastrophic events
3. establish and sustain a resource data system and protocols for the entire cycle of emergency management; and

WHEREAS, under Chapter 99 of the County Ordinances and Wisconsin State Statute 323, the Emergency Management Division of the Office of the Sheriff has certain responsibilities in the preparation, mitigation, response, and recovery of emergency situations and the State annually offers opportunities for counties to apply for federal and state homeland security grant dollars to assist with meeting these responsibilities; and

WHEREAS, Homeland Security grant opportunities that are designated for Milwaukee County available now from the State of Wisconsin Office of Justice Assistance include:

1. Homeland Security Law Enforcement Specialty Team Equipment \$18,710; these funds will be used to purchase the following items for the Sheriff's SWAT team:
  - a. Three night vision infrared illuminators = \$821
  - b. One spotting scope/surveillance telescope = \$10,089
  - c. 21 protective masks with respirators = \$1,000
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  - c. One remote controlled platform = \$5,860
  - d. Four ballistic helmets = \$1,380.
  - e. Four tactical communications headsets = \$1,760
3. Homeland Security Emergency Procurement and Resource Registry Pilot \$30,000; these funds would be used to initiate an Emergency Procurement and Resource Registry Pilot program that will assemble emergency management, public procurement, non-profit community organizations, private

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business and a technology provider to establish and sustain a resource data system and protocols enabling more effective and efficient information and resources sharing throughout the entire cycle of emergency management; now, therefore,

BE IT RESOLVED, the Sheriff is hereby authorized to apply for and accept Homeland Security grants totaling \$80,210.

Fiscal Note: Appropriation transfer requests have been submitted for consideration during the September meeting of the Committee on Finance and Audit to recognize the grant revenue and establish expenditure authority of \$80,210. There is no local match to the funding and therefore no tax levy impact.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 8/31/11

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request to apply for and accept Homeland Security grant funding in the amount of \$80,210

**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 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	80,210	
	Revenue	80,210	
	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 to apply for and accept Homeland Security grant funding of \$80,210 for the following:

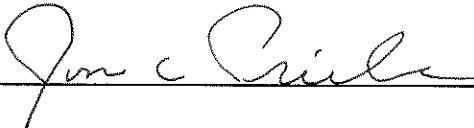
1. Homeland Security Law Enforcement Specialty Team Equipment \$18,710. These funds will be used to purchase the following items for the Sheriff's SWAT team.
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2. Homeland Security Law Enforcement Specialty Team Equipment \$31,500. These funds will be used to purchase the following items for the Sheriff's SWAT team.
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  - d. Four ballistic helmets = \$1,380
  - e. Four tactical communications headsets = \$1,760
3. Homeland Security Emergency Procurement and Resource Registry Pilot \$30,000. These funds would be used to initiate an Emergency Procurement and Resource Registry Pilot program that will assemble emergency management, public procurement, non-profit community organizations, private business and a technology provider to establish and sustain a resource data system and protocols enabling more effective and efficient information and resources sharing throughout the entire cycle of emergency management.

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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.

Appropriation transfer requests have been submitted for consideration during the September meeting of the Committee on Finance and Audit to recognize the grant revenue and establish expenditure authority of \$80,210. There is no local match to the funding and therefore no tax levy impact.

Department/Prepared By Molly Pahl, Fiscal Operations Manager

Authorized Signature 

Did DAS-Fiscal Staff Review?  Yes  No





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

---

David A. Clarke, Jr.  
*Sheriff*

**DATE:** August 8, 2011

**TO:** Chris Abele, County Executive  
 Supervisor Lee Holloway, County Board Chairman  
 Patrick Farley, Director, Department of Administrative Services

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

**SUBJECT:** **Emergency Declaration**

Pursuant to Chapter 32.28 of the Milwaukee County Ordinances, the Office of the Sheriff is proceeding with the execution of a professional service contract with Health Care Partners, Inc. (HCP) to provide one or more providers including a House Physician, Psychiatrist, Physician Assistant or Nurse Practitioner for the County Correctional Facilities.

#### Background

The County Correctional Facilities Medical Unit had been supervised by a long time county employee who recently retired. Subsequent to the retirement, a new Medical Director was hired but was not retained. The Office of the Sheriff has attempted to fill the position on a permanent basis but has had difficulty in finding an adequate replacement. This is an essential position to the Agency and cannot remain vacant. The County Correctional Facilities operate under a court ordered consent decree and must remain in compliance for inmate medical care or become exposed to potential fines imposed by the Court.

The Office of the Sheriff has entered into a contract with Health Care Partners, Inc. (HCP) who has located a medical doctor, Dr. Allison Benthall, to serve as the Staff Physician for the Office of the Sheriff on a contractual basis. The Office of the Sheriff has entered into the contract with HCP prior to the County Board approval due to the pressing need for a Staff Physician in the Correctional Facilities and to remain in compliance with the Christensen Consent Decree. The Sheriff will continue to recruit for a Medical Director and when successful, the hours for Dr. Benthall will be reduced or eliminated.

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1318R25

Dr. Benthall shall perform all of the tasks and achieve the objectives set forth below;

- Provide inpatient adult medical services including the evaluation, diagnosis and treatment of adults
- Prescribe and administer medications
- Examining, diagnosing and treating inmates
- Serve as an expert witness in courts
- Complete medical orders
- Participate in quality improvement activities


This contract is to be performed on an annual basis beginning August 8, 2011. The cost of the contract is based upon an hourly rate range of \$110 - \$130 per hour. Annualized estimated costs are \$249,600. 2011 costs are projected to be \$100,800

The contract also allows for the Office of the Sheriff to use HCP to locate and hire Psychiatrists, Physician Assistants or Nurse Practitioners should the Sheriff encounter difficulty in filling those positions.

#### Recommendation

It is requested that the Milwaukee County Board of Supervisors approve the Sheriff's request to execute a contract to provide a Staff Physician for the County Correctional Facilities for the Office of the Sheriff and allow for payment of any services received prior to County Board approval of said contract.

**Fiscal Note:** The estimated annualized cost of the contract is \$249,600 and will be paid for by existing resources within the Office of the Sheriff 2011 Adopted Budget. Funding was budgeted for a full time staff member for 2011 with estimated annual costs of \$271,032 including benefits. Estimated 2011 costs are \$100,800.

  
Richard Schmidt, Inspector, Milwaukee County

cc: Johnnie Thomas, Chair, Finance and Audit Committee  
Willie Johnson, Jr., Chairman, Judiciary, Safety and General Services Committee  
Pamela Bryant, Interim Fiscal and Budget Administrator  
Jon Priebe, Public Safety Fiscal Administrator

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

1318R25

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3 (ITEM ) From the Sheriff requesting to execute a professional service contract with  
4 Health Care Partners, Inc. (HCP) to provide one or more providers  
5 including a House Physician, Psychiatrist, Physician Assistant or Nurse  
6 Practitioner for the County Correctional Facilities:

7 A RESOLUTION

8 WHEREAS, the Sheriff of Milwaukee County requests the authority to  
9 execute a professional service contract with Health Care Partners, Inc. (HCP) to  
10 provide one or more providers including a House Physician, Psychiatrist, Physician  
11 Assistant or Nurse Practitioner for the County Correctional Facilities and request  
12 approval of payment for services provided prior to County Board approval of  
13 contract; and

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15 WHEREAS, the County Correctional Facilities Medical Unit had been  
16 supervised by a long time county employee who recently retired and the Office of the  
17 Sheriff has attempted to fill the position on a permanent basis but has had difficulty  
18 in finding an adequate replacement; this is an essential position to the Agency and  
19 cannot remain vacant; and

20  
21 WHEREAS, the Office of the Sheriff has entered into a contract with Health  
22 Care Partners, Inc. (HCP) who has located a medical doctor, Dr. Allison Benthall, to  
23 serve as the Staff Physician for the Office of the Sheriff on a contractual basis and  
24 the Office of the Sheriff has entered into the contract with HCP prior to the County  
25 Board approval due to the pressing need for a Staff Physician in the Correctional  
26 Facilities and to remain in compliance with the Christensen Consent Decree; and

27  
28 WHEREAS, the Sheriff will continue to recruit for a Medical Director and when  
29 successful, the hours for Dr. Benthall will be reduced or eliminated; and

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31 WHEREAS, Dr. Benthall shall perform all of the tasks and achieve the  
32 objectives set forth below:

- 33  
34
- 35 • Provide inpatient adult medical services including the
  - 36 evaluation, diagnosis and treatment of adults
  - 37 • Prescribe and administer medications
  - 38 • Examining, diagnosing and treating inmates
  - 39 • Serve as an expert witness in courts
  - 40 • Complete medical orders
  - 41 • Participate in quality improvement activities; and

42 WHEREAS, this contract is to be performed on an annual basis beginning  
43 August 8, 2011 and the cost of the contract is based upon an hourly rate range of  
44 \$110 - \$130 per hour; annualized estimated costs are \$249,600 and 2011 costs are  
45 projected to be \$100,800; now, therefore,

47 BE IT RESOLVED, the Sheriff is hereby authorized execute a contract to  
48 provide a Staff Physician for the County Correctional Facilities for the Office of the  
49 Sheriff and allow for payment of any services received prior to County Board  
50 approval of said contract.

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53 **Fiscal Note:** The estimated annualized cost of the contract is \$249,600 and will be  
54 paid for by existing resources within the Office of the Sheriff 2011 Adopted Budget.  
55 Funding was budgeted for a full time staff member for 2011 with estimated annual  
56 costs of \$271,032 including benefits. Estimated 2011 costs are \$100,800.

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**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 8/9/11

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** Request to execute a contract with Health Care Partners to provide one or more providers including a House Physician, Psychiatrist, Physician Assistant or Nurse Practitioner for the County Correctional Facilities

**FISCAL EFFECT:**

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|--|--|
| <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	
	Revenue		
	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.
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From the Sheriff, a request to Execute a Contract with Health Care Partners to provide one or more providers including a House Physician, Psychiatrist, Physician Assistant or Nurse Practitioner for the County Correctional Facilities.

The estimated annualized cost of the contract is \$249,600 and will be paid for by existing resources within the Office of the Sheriff 2011 Adopted Budget. Funding was budgeted for a full time staff member for 2011 with estimated annual costs of \$271,032 including benefits. Estimated 2011 costs are \$100,800.

Department/Prepared By Molly Pahl, Fiscal Operations Manager

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.

DATE: September 13, 2011

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

FROM: John E. Schapekahn,  
Principal Assistant Corporation Counsel

SUBJECT: Claimants: Brenda White,  
6723 West Silver Spring Drive  
Milwaukee, Wisconsin 53218  
Lisa Ody  
6000 South Howell Avenue  
Milwaukee, Wisconsin 53207

Date Brenda White Claim Filed: January 15, 2010  
Date Lisa Ody Claim Filed: January 15, 2010

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### **THE ACCIDENT**

On July 30, 2007 Milwaukee County Corrections Officer Barbara Duncan was operating a County Inmate Transfer Van, traveling generally from the County Jail (Corrections Facility Central) in downtown Milwaukee to the House of Correction (Corrections Facility South) in Franklin. She was transporting in the van four female inmates: the two plaintiffs, Brenda White and Lisa Ody, along with Ora Gholso and Debra A. Mack. Barbara Duncan operated the County van southbound on I-94 until she got off at the West Ryan Road exit. There Barbara Duncan rear-ended a black Mitsubishi being operated by Mary C. Quinn-Kuchenbecker, who was herself stopped awaiting the passage of traffic on Ryan Road. The impact was not severe. Seatbelts were available to plaintiffs but they were not put on them.

100% of the negligence causal of the accident was attributable to Milwaukee County Corrections Officer Barbara Duncan

### **THE INJURIES**

Inmates Ora Gholso and Debra A. Mack did not claim injury and never sought medical treatment.

**BRENDA WHITE** complained of knee and back pain because of the accident. She was examined by medical staff the day after the accident, who did find reddening to the right knee cap. Brenda White suffered preexisting lupus with related leg, joint and right knee pain. She was seen periodically for her knee throughout the remainder of her incarceration.

**LISA ODYA** complained of low back pain, right knee pain and neck pain because of the accident. She had, however, injured her right knee within that week before the accident and had undergone right knee surgery three months before the accident. She was examined the day of the accident by medical staff and exhibited redness at the right kneecap. She was seen periodically for her knee throughout the remainder of her incarceration. She was doing well until October of 2008 when her knee again became suddenly painful.

#### **TREATMENT and DAMAGES**

Neither Brenda White or Lisa Odyia suffered wage loss, because they were both incarcerated at the time of and for months after the collision.

**BRENDA WHITE'S** medical attention was accorded her at the House of Correction (Corrections Facility South), so she has no dollar-amount claim to make.

**LISA ODYA** also received treatment at the House of Correction (Corrections Facility South), consisting most remarkably of a December 2007 fluid withdrawal from the knee. Lisa Odyia also followed up medically after release from custody. She had a November 16, 2008 knee MRI and a December 9, 2008 right knee arthroscopy and partial lateral meniscectomy. Dr. Kenneth Kurt assessed her as having a 15% permanent partial disability at the knee, a 15% permanent partial disability at the low back and an additional 5% permanent partial general disability for repeated injuries.

Lisa Odyia's claimed medical expenses were:

Milwaukee County House of Correction	\$ unknown
Milwaukee Clinic of Orthopedic Surgery	1,044.00
Center for Diagnostic Imaging	1,966.00
Northwestern Medical Center, S.C.	1,821.00
Aspen Orthopaedic & Rehabilitation Specialists, S.C.	5,279.00
Aurora West Allis Medical Center	9,876.00
Pain Rehabilitation Associates	2,790.00
Affiliated Health of Wisconsin	694.00
Total	\$ 23,470.00

#### **EVALUATION AND SETTLEMENT PROPOSAL**

The attorney for the plaintiffs has agreed to a negotiated settlement of Lisa Odyia's claims, for pain, suffering and disability, together with medical expense, subject to Judiciary Committee approval, in the total amount of the \$5,000.00. Ms. Odyia's prior medical history, the lack of severity of the impact and the credentials of the doctor who attempted to connect the \$23,470.00 post-accident medical treatment with the accident contributed toward reducing the settlement amount to an acceptable \$5,000.00



The attorney for the plaintiffs has agreed to a negotiated settlement of Brenda White's claims, for pain, suffering and disability, together with medical expense, and wage loss, subject to Judiciary Committee approval, in the total amount of the \$2,250.00.

Wisconsin County Mutual Insurance Corporation has approved the Brenda White and Lisa Ody settlement amounts.

**CONCLUSION**

Corporation Counsel requests your referral to the Judiciary, Safety and General Services Committee for approval of the settlement of the claims of Brenda White and Lisa Ody in return for releases and the dismissal of the pending lawsuit, to be paid as follows:

Lisa Ody. . . . .	\$5,000.00
Brenda White. . . . .	\$2,250.00

Respectfully submitted,

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

cc: Linda Durham

DATE: September 13, 2011

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

FROM: John E. Schapekahn,  
Principal Assistant Corporation Counsel

SUBJECT: Claimants: Brenda White,  
6723 West Silver Spring Drive  
Milwaukee, Wisconsin 53218  
Lisa Ody  
6000 South Howell Avenue  
Milwaukee, Wisconsin 53207

Date Brenda White Claim Filed: January 15, 2010  
Date Lisa Ody Claim Filed: January 15, 2010

---

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Inmates Ora Gholso and Debra A. Mack did not claim injury and never sought medical treatment.

**BRENDA WHITE** complained of knee and back pain because of the accident. She was examined by medical staff the day after the accident, who did find reddening to the right knee cap. Brenda White suffered preexisting lupus with related leg, joint and right knee pain. She was seen periodically for her knee throughout the remainder of her incarceration.

**LISA ODYA** complained of low back pain, right knee pain and neck pain because of the accident. She had, however, injured her right knee within that week before the accident and had undergone right knee surgery three months before the accident. She was examined the day of the accident by medical staff and exhibited redness at the right kneecap. She was seen periodically for her knee throughout the remainder of her incarceration. She was doing well until October of 2008 when her knee again became suddenly painful.

#### **TREATMENT and DAMAGES**

Neither Brenda White or Lisa Odyia suffered wage loss, because they were both incarcerated at the time of and for months after the collision.

**BRENDA WHITE'S** medical attention was accorded her at the House of Correction (Corrections Facility South), so she has no dollar-amount claim to make.

**LISA ODYA** also received treatment at the House of Correction (Corrections Facility South), consisting most remarkably of a December 2007 fluid withdrawal from the knee. Lisa Odyia also followed up medically after release from custody. She had a November 16, 2008 knee MRI and a December 9, 2008 right knee arthroscopy and partial lateral meniscectomy. Dr. Kenneth Kurt assessed her as having a 15% permanent partial disability at the knee, a 15% permanent partial disability at the low back and an additional 5% permanent partial general disability for repeated injuries.

Lisa Odyia's claimed medical expenses were:

Milwaukee County House of Correction	\$ unknown
Milwaukee Clinic of Orthopedic Surgery	1,044.00
Center for Diagnostic Imaging	1,966.00
Northwestern Medical Center, S.C.	1,821.00
Aspen Orthopaedic & Rehabilitation Specialists, S.C.	5,279.00
Aurora West Allis Medical Center	9,876.00
Pain Rehabilitation Associates	2,790.00
Affiliated Health of Wisconsin	694.00
Total	\$ 23,470.00

#### **EVALUATION AND SETTLEMENT PROPOSAL**

The attorney for the plaintiffs has agreed to a negotiated settlement of Lisa Odyia's claims, for pain, suffering and disability, together with medical expense, subject to Judiciary Committee approval, in the total amount of the \$5,000.00. Ms. Odyia's prior medical history, the lack of severity of the impact and the credentials of the doctor who attempted to connect the \$23,470.00 post-accident medical treatment with the accident contributed toward reducing the settlement amount to an acceptable \$5,000.00

The attorney for the plaintiffs has agreed to a negotiated settlement of Brenda White's claims, for pain, suffering and disability, together with medical expense, and wage loss, subject to Judiciary Committee approval, in the total amount of the \$2,250.00.

Wisconsin County Mutual Insurance Corporation has approved the Brenda White and Lisa Ody settlement amounts.

**CONCLUSION**

Corporation Counsel requests your referral to the Judiciary, Safety and General Services Committee for approval of the settlement of the claims of Brenda White and Lisa Ody in return for releases and the dismissal of the pending lawsuit, to be paid as follows:

Lisa Ody. . . . .	\$5,000.00
Brenda White. . . . .	\$2,250.00

Respectfully submitted,

---

JOHN E. SCHAPEKAHM  
Principal Assistant Corporation Counsel

cc: Linda Durham



***Milwaukee County***  
**OFFICE OF CORPORATION COUNSEL**

KIMBERLY R. WALKER  
 Corporation Counsel

MARK A. GRADY  
 Deputy Corporation Counsel

JOHN F. JORGENSEN  
 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:** August 31, 2011

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

**From:** Mark Grady, Deputy Corporation Counsel  
 Milwaukee County Corporation Counsel

**Subject:** Claim filed by: General Casualty by Trumbell Services  
 55 Farmington Ave, Suite 100, Hartford, CT

Their Insured: Joseph Hirsh

Date of Loss: January 11, 2011

On January 11, 2011, a Milwaukee County plow operator was operating a Milwaukee County Parks pick-up truck with a plow traveling southbound on N. Milwaukee River Parkway. The Claimant was traveling eastbound on W. Bender Road when both vehicles stopped at the stop signs and then proceeded to move into the intersection both believing that they had the right of way. The Milwaukee County Parks employee was to the left of the Claimant's vehicle, therefore as noted in the police report, failed to yield the right of way to the vehicle to his right at a four way stop.

The Claimant's vehicle was a 2005 Toyota Corolla with mileage stated as being 66,401. The plow blade on the county truck struck and damaged the front driver's side fender, hood, and bumper. The vehicle was deemed a total loss and \$8,978.11 was determined to be the actual cash value. Payment was made to the claimant in the amount of \$8,478.11. The claimant had a \$500 deductible. The Claimant required a rental car which cost a total of \$280. General Casualty was able to recover \$2,538.07 on the salvage of the vehicle. WCMIC has reached in principal an agreement for \$4,368.07, which represents 65% of the total damages.

It is the opinion of County Mutual's adjustor that we settle this claim for an amount not to exceed \$4,368.07. Both the county's insurance company and Corporation Counsel support this agreement.

Chairman Lee Holloway  
August 31, 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



**Milwaukee County**  
OFFICE OF CORPORATION COUNSEL

KIMBERLY R. WALKER  
Corporation Counsel

MARK A. GRADY  
Deputy Corporation Counsel

JOHN F. JORGENSEN  
JOHN E. SCHAPEKAHM  
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ROY L. WILLIAMS  
COLLEEN A. FOLEY  
LEE R. JONES  
MOLLY J. ZILLIG  
ALAN M. POLAN  
Principal Assistant  
Corporation Counsel

**Date:** August 31, 2011

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

**From:** Mark Grady, Deputy Corporation Counsel  
Milwaukee County Corporation Counsel

**Subject:** Claim filed by: Dominick Zappia  
12501 N. Jacqueline Ct., Mequon, WI

Date of Loss: May 24, 2011

On May 24, 2011, a Milwaukee County Department of Public Works (DPW) employee was driving south on N. 8<sup>th</sup> Street and moving onto the southbound freeway ramp for I43. The Claimant had been driving south on N. 8<sup>th</sup> Street in the lane to the DPW Driver's left since crossing Locust Street. The DPW driver moved to the left on the freeway ramp and sideswiped the right side of the Claimant's vehicle. The Milwaukee County DPW employee did not make sure the left lane was clear prior to moving into it and it does not appear that that the Claimant had the opportunity to avoid this accident.

The Claimant was driving a 2001 Cadillac Deville. The original estimate on damages was in the amount of \$3,061.83. WCMIC had Crawford & Company complete their own appraisal on damages. Damages on the Deville were located on the entire right side. An agreed price was reached in the amount of \$2,933.00.

It is the opinion of County Mutual's adjustor that we settle this claim for an amount not to exceed \$2,933.00. Both the county's insurance company 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.

---

MAG/kpe

Cc: Linda Durham

**DATE:** September 13, 2011

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

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

**SUBJECT:** Claim filed by: Heather & Arnold Stueber  
1239 N. 85<sup>th</sup> St., Wauwatosa, WI.

Date of Incident: September 30, 2010

I request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of a settlement in the above matter. Authority is requested to settle this claim by Heather and Arnold Stueber for a payment by Milwaukee County to them of \$2,681.68 in return for a release of all claims by the Stuebers.

The Stuebers filed a claim against Milwaukee County following an assault of Heather Stueber in their home by a patient who had left the Behavioral Health Complex. The patient was on an unlocked unit. It is claimed that the patient should have been monitored more closely to prevent an unauthorized or unanticipated departure from the facility. The patient walked to the Stuebers' home and knocked on their door. The patient was a stranger to the Stuebers. When Heather Stueber answered the door, the patient asked to use a telephone. Eventually, it is claimed that the patient pushed her way into the Steuber home to attempt to use their bathroom. Heather Stueber resisted the patient's entry into her home and the patient assaulted her.

Heather Stueber sought medical attention as a result. She also received some short-term psychological counseling and needed to have her glasses replaced, as they were broken in the assault. The Stuebers have submitted medical bills (or portions thereof) for office visits and for medications that were not covered by their health insurance and the cost to replace Heather Stueber's glasses. Those charges total \$1681.68. In addition, the Stuebers have agreed to accept \$1000.00 in settlement of their potential claim for pain and suffering damages. The total



settlement is \$2,681.68. The Stuebers will provide a release of all claims in return for this payment. The Office of Corporation Counsel recommends this settlement.

cc: Linda Durham



OFFICE OF CORPORATION COUNSEL

Milwaukee County

KIMBERLY R. WALKER  
Corporation Counsel

MARK A. GRADY  
Deputy Corporation Counsel

JOHN F. JORGENSEN  
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:** August 31, 2011  
**TO:** The Honorable Lee Holloway, County Board Chairman  
**FROM:** Mark A. Grady, Deputy Corporation Counsel *MAG*  
**SUBJECT:** In re threatened litigation by the Estate of Lucinda Anzcak

We request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of a settlement in the above matter. Authority is requested to settle potential and threatened litigation on behalf of the Estate of Lucinda Anzcak for a payment by Milwaukee County to the Estate and its attorney of \$125,000.00 in return for a mutual release of all claims between the parties. As noted, this payment includes any attorney fee claim. The settlement also includes a joint stipulated statement regarding the matter that the parties have agreed to issue. See attached settlement agreement and statement.

Lucinda Anzcak was a patient at the Behavioral Health Complex. After she developed physical health complications, she was transferred to Froedtert Hospital. She died eight days later. The Estate of Lucinda Anzcak has threatened litigation over the constitutional adequacy of her treatment while a patient at BHD. A settlement is proposed as outlined in the attached agreement and resolution. The settlement has been negotiated by retained outside counsel and is recommended by the Office of Corporation Counsel and BHD management.

cc: Linda Durham

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Jean Anczak, individually and as Special Administrator of the Estate of Lucinda Anczak and Myron Anczak ("Claimants") and "Releasing and Released Parties of Claimants" set forth in paragraph 2 of this Settlement Agreement, AND Milwaukee County ("Respondent") and "Releasing and Released Parties of Respondent" as set forth in paragraph 2 of this Settlement Agreement (individually, "Party") (collectively, "Parties").

### Recitals

- A. Lucinda Anczak was provided mental health services by Respondent between July 11, 2006 and August 8, 2006.
- B. Without admission of liability by either, the Parties wish to settle any potential claims in order to avoid litigation, uncertainty and costs.
- C. The Parties have agreed to the attached "Stipulated Summary of Factual Background" (Exhibit A) as accurately representing the facts and circumstances of Lucinda Anczak's care while at the Milwaukee County Department of Health and Human Services—Behavioral Health Division (BHD).
- D. The Parties further agree that the information referenced in Exhibit A may be publicly discussed and disclosed.
- E. The Parties, in consideration of these Recitals and the Mutual Covenants set forth below, agree as follows:

### Mutual Covenants

1. Settlement Payment. Respondent shall pay Claimant \$125,000 in the form of a check made payable to Pledl & Cohn, S.C., Jean Anczak and Myron Anczak within 30 days of the date of entry of this Settlement Agreement.
2. Claimants Release Respondent. Claimants, for themselves and their insurers, successors, assigns, employees, attorneys, agents, heirs, administrators and spouses (hereinafter collectively "Releasing and Released Parties of Claimants") release and discharge Respondent, its agencies, related governmental entities, elected and appointed officials, subsidiaries, affiliated entities, insurers, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys, agents, contracted service providers of any type (hereinafter collectively "Releasing and Released Parties of Respondent"), from any and all claims, known

or unknown, which the Releasing and Released parties of Claimants now has or in the future may have arising from any service of any kind provided by the Releasing and Released Parties of Respondent to Lucinda Anczak.

3. Respondent Releases Claimants. Releasing and Released Parties of Respondent release and discharge Releasing and Released Parties of Claimants, from any and all claims, known or unknown, which Respondent now has or in the future may have arising from any service of any kind provided by the Releasing and Released Parties of Respondent to Lucinda Anczak.

4. Opportunity to Consult with Counsel. The Parties acknowledge that they have had a reasonable opportunity to consult with counsel concerning this Settlement Agreement. The Parties also acknowledge that they have had a reasonable opportunity to consider whether there may be damages, injuries, claims, obligations and liabilities which presently are unknown, unforeseen or not yet in existence, and intend to release same as set forth in this Settlement Agreement.

5. No Acknowledgment of Fault. The Parties agree that this settlement is the compromise of disputed claims and agree that nothing in this Settlement Agreement shall be construed as an admission of any fault or liability by any Party.

6. Entire Agreement. This Settlement Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements between the Parties, either written or oral. The Parties are not relying on any statements or promises other than what is said in this Settlement Agreement.

7. Amendment to Agreement. This Settlement Agreement may be amended only by written instrument designated as an amendment to this Agreement and executed by the Parties to this Agreement (or their successors).

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

9. Attorney's Fees (Enforcement of Agreement). If any Party breaches any of the terms of the Settlement Agreement, the non-breaching Party shall be entitled to recover from the breaching Party the reasonable, actual costs, expenses and attorney's fees incurred by the nonbreaching Party in connection with enforcement of this Settlement Agreement.

10. Choice of Law. All disputes arising under or relating to this Settlement Agreement shall be governed by, and the terms of this Settlement Agreement shall be construed and interpreted in accordance with, the laws of the State of Wisconsin.

11. Construction. This Settlement Agreement has been drafted with the assistance of counsel for each Party and shall not be construed in favor of, or against, any Party.

12. Counterparts. This Settlement Agreement may be executed in counterparts, and each such duly executed counterpart shall be of the same validity, force and effect as the original.

13. Covenant Not to Sue. The Releasing and Released Parties of Claimants agree not to institute any action, proceeding or arbitration against the Releasing and Released Parties of Respondent based upon any claims, obligations and liabilities released and discharged above.

14. Enforcement Clause. If any controversy arises with respect to the Parties' rights or obligations under this Settlement Agreement, such rights or obligations shall be enforceable by injunction, by a decree of specific performance or by a suit for damages.

15. Facsimile and Electronic Mailed (e-mail) Signatures. Signature pages may be transmitted by facsimile or e-mail. Upon delivery via facsimile or e-mail, a signature shall be deemed an original and shall be admissible in evidence.

16. Severability. Whenever possible, each paragraph of this Settlement Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of the Settlement Agreement.

CLAIMANTS:

Dated: \_\_\_\_\_

BY \_\_\_\_\_  
Jean Anczak, individually and as  
Special Administrator of the  
Estate of Lucinda Anczak

Dated: \_\_\_\_\_

\_\_\_\_\_ **Myron Anczak** \_\_\_\_\_

**RESPONDENT:**

Dated: \_\_\_\_\_

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

## EXHIBIT A

### Stipulated Summary of Factual Background

Pursuant to the Settlement Agreement to which this Exhibit is attached, the parties stipulate and agree to the following summary related to Lucinda Anczak's care while at the Milwaukee County Department of Health and Human Services' Behavioral Health Division ("BHD") from July 11, 2006 to August 8, 2006. The parties further agree that this information can be publicly discussed.

The Medical Director of BHD had a substantial treatment history with Lucinda Anczak, and she was familiar to other staff as well. She had a diagnosis of Schizoaffective Disorder, and was extremely psychiatrically ill.

At her admission, Ms. Anczak was noted to be 65 inches in height and weigh 182 pounds. Her weight was also recorded in her BHD file on July 26, 2006 at 166 pounds. Shortly after her death on August 16, 2006, the Medical examiner's report characterized Ms. Anczak as having "the body . . . of a well-developed, adult female . . . (weighing) 167 pounds . . ." While it is true that Ms. Anczak experienced a weight loss while at BHD, contrary to multiple media reports Ms. Anczak did not starve to death. The Medical Examiner's cause of death was explicitly stated as complications of a pulmonary embolism due to a deep leg vein thrombosis (*i.e.*, a blood clot that likely migrated to her lungs). This occurrence was an unpredictable catastrophic event which was unrelated to her mental health care needs and not reflective of any neglect by BHD.

Nothing in Ms. Anczak's medical records reflect any abnormal vital signs or lab reports until 7:10 p.m. on August 8, 2006. Within 20 minutes of observing those vital signs, she was transferred to Froedtert Hospital via paramedics, where she passed away eight days later on August 16, 2006.

Medical records, court records and the recollection of staff reveal the following overview of her care while at BHD:

1. Supervisory and nursing staff have a specific recollection of her admission due to the severity of her mental condition upon admission.
2. At admission, Ms. Anczak was noted to be mute, unresponsive, unable to care for herself and unwilling to allow vital signs or medication to be administered.
3. One supervising nurse relates attending to Ms. Anczak, one-to-one, getting down on her hands and knees to attempt to connect with her and treat her.

This supervisory nurse took an active role in Ms. Anczak's care and assisted with her bathing and personal care shortly after her admission.

4. Medical records reflect that, upon her admission, Ms. Anczak was screened for any physical abnormalities, and none were noted.

5. During her approximate four-week stay at BHD, the following was noted regarding Ms. Anczak:

(a) Her mental condition alternated between various degrees of improvement and regression.

(b) Ms. Anczak's activity level increased in time, although her eating and drinking were generally relegated to small quantities, and only with significant effort by staff.

(c) Ms. Anczak was noted to have been incontinent of large amounts of urine on many intervals during her BHD stay, indicating that she was consuming fluids orally.

(d) Ms. Anczak's willingness to accept medication varied while at BHD.

(e) Until her discharge to Froedtert Hospital on August 8, 2006, Ms. Anczak's vital signs and physical condition were relatively stable.

(f) Ms. Anczak was observed pacing the hallways and seemed awake and alert, and even attempted to elope from the BHD unit on August 4, 2006.

6. During her approximate four-week stay at BHD, County officials filed three independent actions for involuntary commitment of Ms. Anczak and for an order to obtain medication pursuant to Chapter 51, Wis. Stats.

7. On July 13, 2006, the first commitment case was dismissed due to facial insufficiency based on the Court Commissioner's conclusion that the detaining officer's emergency detention statements did not relate conduct that met any of the "dangerous to self or others" criterion required for involuntary commitment. However, Ms. Anczak remained at the hospital as a voluntary patient.

8. On July 24, 2006, Ms. Anczak asked to be discharged and because she was voluntary, she was discharged pursuant to her request. Although arrangements were made to transfer her home, she was found wandering the BHD



halls and was described to be rambling and tangential, thus returning back to the Psychiatric Crisis Service Center at BHD.

9. As a result of the actions described in the preceding paragraph, a second commitment case was commenced by means of a treatment director's statement of emergency detention prepared by a BHD physician on July 25, 2006. Again, the case was dismissed by the Court Commissioner for facial insufficiency.

10. After the second case dismissal, a BHD physician attempted to discharge Ms. Anczak to her parents, but she refused to get in her parents' car, and thus returned to the psychiatric unit. Again, she remained there on a voluntary basis, taking her medication sporadically and without much improvement.

11. On August 2, 2006, a BHD psychiatrist commenced a third commitment case with another statement of emergency detention that included more specific allegations about Ms. Anczak's reluctance to take meals, her modest food intake and her weight loss.

12. That case was not dismissed, and on August 4, 2006, the Probate Court Commissioner found probable cause to believe that she was a proper subject for commitment and ordered her detained pending a final commitment hearing scheduled for September 15, 2006.

13. After the August 4, 2006 hearing and order, Ms. Anczak's attorney waived time limits for a quicker hearing, hoping that in the intervening period her medication would improve her condition sufficiently and the case would be resolved by stipulation.

14. On August 4, 2006, the court also granted the BHD psychiatrist's petition for a medication order.

15. While on court ordered medication it was noted that Miss Anczak began to show signs of improvement.

16. At 7:10 p.m. on August 8, 2006, medical staff noted abnormal vital signs for Ms. Anczak. She was transferred to Froedtert Hospital within 20 minutes and she passed away 8 days later on August 16, 2006.

17. Subsequent to Ms. Anczak's death, state officials conducted a review of several Patient records at BHD and found deficiencies in BHD's policies, training, procedures and documentation related to the evaluation and documentation of nutritional status. The State's review, coupled with Ms. Anczak's death, caused BHD to reexamine its systems, policies and procedures, and make improvements with respect to nutritional care.

18. The parties in this action dispute whether such deficiencies are in any way related to Ms. Anczak's outcome, and the County specifically denies that such deficiencies in any way affected Ms. Anczak's care.

19. Miss Anczak elicited a great deal of compassion from BHD staff who cared for her. She was an individual with a great many endearing qualities who, when well, helped many others on their respective recovery paths. The fact that she expired from an unpredictable medical illness just as she was beginning to heal psychiatrically made this a very painful death for all staff involved in her care.

20. BHD agrees to the terms of this settlement and the expense associated with it because the defense to any threatened suit by Ms. Anczak's estate would far exceed the cost of this settlement regardless of outcome. Moreover, it is possible that a trial court may permit the admission of inadmissible and prejudicial evidence at trial that might result in a substantial judgment against the County. Since this matter is not an insured potential loss to the County, this settlement represents the fiscally responsible alternative to incurring the costs of defense and potential negative outcome at trial regardless of the facial insufficiency of the admissible evidence.

A RESOLUTION

WHEREAS Lucinda Anczak received mental health services from the Milwaukee County Department of Health and Human Services—Behavioral Health Division ("BHD") from July 11, 2006 to August 8, 2006; and

WHEREAS Ms. Anczak was discharged to Froedtert Hospital on August 8, 2006 and subsequently passed away on August 16, 2006; and

WHEREAS Claimants Jean Anczak, as special administrator of the estate of Lucinda Anczak, and Myron Anczak, by their counsel, has threatened suit against Milwaukee County and its employees with respect to the constitutional sufficiency of care given Ms. Anczak by BHD during the aforescribed period; and

WHEREAS the defense of the threatened suit by Ms. Anczak's estate would far exceed the cost of settlement regardless of outcome; and

WHEREAS the unpredictability of the admission of inadmissible and prejudicial evidence at trial may result in a substantial and uninsured judgment against Milwaukee County; and

WHEREAS without admission of liability by either, the parties wish to settle any potential claims in order to avoid litigation, uncertainty and costs; and

WHEREAS the proposed settlement agreement provides for mutual release of all claims in return for a payment by Milwaukee County to the claimants and their counsel in the amount of \$125,000; and

WHEREAS the Office of Corporation Counsel recommends this settlement; and

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

NOW, THEREFORE,

BE IT RESOLVED, that Milwaukee County approves a payment to Claimants in settlement of all potential claims in the amount of \$125,000 made

payable to Claimants and their attorney, Robert (Rock) Theine Pledl in return for mutual releases of all potential claims related to the care given Ms. Anczak.

## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** 9/1/2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** In re threatened litigation by the Estate of Lucinda Anczak

**FISCAL EFFECT:**

- |  |  |
|--|--|
| <input type="checkbox"/> No Direct County Fiscal Impact<br><input type="checkbox"/> Existing Staff Time Required<br><input checked="" type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input checked="" type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><br><input type="checkbox"/> Decrease Operating Expenditures<br><br><input type="checkbox"/> Increase Operating Revenues<br><br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><br><input type="checkbox"/> Decrease Capital Expenditures<br><br><input type="checkbox"/> Increase Capital Revenues<br><br><input type="checkbox"/> Decrease Capital Revenues<br><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	125,000	0
	Revenue	0	0
	Net Cost	125,000	0
<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.

A) The Estate of Lucinda Anczak has threatened litigation over the constitutional adequacy of her treatment while a patient at BHD. A settlement is proposed, without admission of liability by either party, to resolve any potential claims in order to avoid litigation, uncertainty and costs. The proposed settlement agreement provides for mutual release of all claims in return for a payment by Milwaukee County to the claimants and their counsel in the amount of \$125,000.

B) The recommended settlement payment is in the amount of \$125,000 to the claimants (Jean and Myron Anczak) and their attorney (Robert (Rock) Theine Pledl). The payment will be made from BHD's budgeted funds for legal fees.

C) No increase in tax levy results from these changes.

D. No assumptions/interpretations.

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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 Maggie Mesaros, Fiscal and Management Analyst, BHD

Authorized Signature Mark A. Moody, Deputy Corp. Counsel

Did DAS-Fiscal Staff Review?  Yes  No

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

DATE: September 1, 2011

TO: The Honorable Lee Holloway, County Board Chair

FROM: Mark A. Grady, Deputy Corporation Counsel  
Timothy R. Karaskiewicz, Principal Assistant  
Corporation Counsel

RE: Creative Constructors v. Milwaukee County

**I. BACKGROUND**

We request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of a settlement in the above matter. We request authority to settle this case for the total sum of \$50,000.00. Under the terms of the settlement proposed below, Creative Constructors will be paid \$50,000.00 in exchange for a waiver of all claims.

**II. FACTS**

This case arose from a contract entered into by Creative Constructors ("Creative") and the County dated February 2, 2004 for the expansion and reconstruction of the security checkpoint on Concourse D at General Mitchell International Airport (the "Project"). Creative agreed to provide services as the general contractor on the \$2.1 million Project. During the course of the Project, Creative made certain claims for additional payments



based on change orders, but it never filed the written notice required by the contract's terms. Instead, Creative alleged that in the rush to complete the Project, the County agreed verbally to pay for the extra work. The parties attempted to resolve this dispute but several factors, including Creative's demand for damages in excess of \$150,000.00, prevented such a resolution. The County's contract with Creative allows the accumulation of interest on damage amounts.

On February 10, 2011 Creative filed a complaint in Milwaukee County Circuit Court alleging 1) breach of contract; 2) breach of the covenant of good faith and fair dealing; 3) quantum meruit (a contract implied in law); and 4) unjust enrichment. Creative demanded a more modest damage award - \$114,190.73 - based primarily in interest on damages since the inception of the dispute in 2004.

We believed, and continue to believe, that Creative's claims are barred because it failed to file the written notice of claim required by its contract, and that there exist defenses to Creative's claim. Accordingly, we brought a motion for declaratory relief in the Circuit Court requesting that the Court find that Creative's lawsuit was barred by its failure to file a written notice of claim. The Circuit Court, however, refused to grant our motion and we filed an appeal. But the

Court of Appeals declined to accept the appeal and the County was left in the difficult position of continuing the litigation in the lower court while interest on any potential damage award continued to accrue. The uncertainty of the judicial process and a jury trial created the potential for an adverse verdict. Because interest continued to accumulate, our estimate is that the County would have significant exposure in the event of an adverse verdict - perhaps as much as \$250,000.00.

Following the Court of Appeals' decision rejecting the County's appeal, the parties agreed to mediation and, after several days, reached a resolution acceptable to the County. The settlement reached by the parties includes a \$50,000.00 payment to Creative in exchange for a waiver of all claims related in any way to the Project. This is an acceptable resolution because the payment is far less than Creative initially demanded and is less than the estimated cost of defense. A settlement also relieves the County from the potential catastrophe of an adverse verdict.

### **III. CONCLUSION**

Consequently, for all of the reasons described above, we recommend a settlement of this case in the amount of \$50,000.00.

A RESOLUTION

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WHEREAS, this case arose from a contract entered into by Creative Constructors (“Creative”) and the County dated February 2, 2004 for the expansion and reconstruction of the security checkpoint on Concourse D at General Mitchell International Airport (the “Project”). Creative agreed to provide services as the general contractor on the \$2.1 million Project; and

WHEREAS, during the course of the Project, Creative made certain claims for additional payments based on change orders, but it never filed the written notice required by the contract’s terms. Instead, Creative alleged that in the rush to complete the Project, the County agreed verbally to pay for the extra work. The parties attempted to resolve this dispute but several factors, including Creative’s demand for damages in excess of \$150,000.00, prevented such a resolution. The County’s contract with Creative allows the accumulation of interest on damage amounts; and

WHEREAS, on February 10, 2011 Creative filed a complaint in Milwaukee County Circuit Court alleging 1) breach of contract; 2) breach of the covenant of good faith and fair dealing; 3) quantum meruit (a contract implied in law); and 4) unjust enrichment. Creative demanded a more modest damage award – \$114,190.73 – based primarily in interest on damages since the inception of the dispute in 2004; and

WHEREAS, the Circuit Court, however, refused to grant our motion and the County filed an appeal; and

WHEREAS, the Court of Appeals declined to accept the appeal and the County was left in the difficult position of continuing the litigation in the lower court while interest on any potential damage award continued to accrue; and

WHEREAS, the uncertainty of the judicial process and a jury trial created the potential for an adverse verdict. Because interest continued to accumulate, our estimate is that the County would have significant exposure in the event of an adverse verdict – perhaps as much as \$250,000.00; and

WHEREAS, the tentative settlement agreement provides for a dismissal of all complaints, a waiver of all claims, and a one-time payment to Creative in the amount of \$50,000.00; and

WHEREAS, the Office of Corporation Counsel recommends this settlement; and

44 WHEREAS, the Committee on Judiciary, Safety and General Services approved  
45 this settlement at its meeting on \_\_\_\_\_, 2011 by a vote of \_\_\_\_\_;  
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47 NOW, THEREFORE, BE IT RESOLVED that Milwaukee County approves a one-  
48 time payment to Creative Constructors in the amount of \$50,000.00 in exchange for a  
49 waiver of all claims against the County.  
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## MILWAUKEE COUNTY FISCAL NOTE FORM

**DATE:** September 1, 2011

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** A RESOLUTION TO APPROVE A SETTLEMENT AGREEMENT RELATED TO THE SETTLEMENT OF A LAWSUIT BY CREATIVE CONSTRUCTORS

**FISCAL EFFECT:**

- |   |  |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact<br><br><input checked="" type="checkbox"/> Increase Operating Expenditures<br>(If checked, check one of two boxes below)<br><input checked="" type="checkbox"/> Absorbed Within Agency's Budget<br><input type="checkbox"/> Not Absorbed Within Agency's Budget<br><br><input type="checkbox"/> Decrease Operating Expenditures<br><br><input type="checkbox"/> Increase Operating Revenues<br><br><input type="checkbox"/> Decrease Operating Revenues | <input type="checkbox"/> Increase Capital Expenditures<br><br><input type="checkbox"/> Decrease Capital Expenditures<br><input type="checkbox"/> Increase Capital Revenues<br><input type="checkbox"/> Decrease Capital Revenues<br><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	\$50,000.00	0
	Revenue	0	0
	Net Cost	\$50,000.00	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 \$50,000.00 to Creative Constructors by Milwaukee County Airport Division.

There is no tax levy implication associated with this action.

Department/Prepared By    Airport Administration

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

Did DAS-Fiscal Staff Review?                      Yes                      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.

**COUNTY OF MILWAUKEE  
INTEROFFICE COMMUNICATION**

DATE: September 1, 2011  
TO: The Honorable Lee Holloway, County Board Chair  
FROM: Mark A. Grady, Deputy Corporation Counsel  
Timothy R. Karaskiewicz, Principal Assistant  
Corporation Counsel  
RE: Attachmate v. Milwaukee County

**I. BACKGROUND**

We request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of a settlement in the above matter. We request authority to settle this matter for the total sum of \$285,241.92 plus audit fees in the amount of \$24,977.12, in exchange for a waiver of all claims by Attachmate.

**II. FACTS**

Attachmate is a software company that focuses on terminal emulation, legacy modernization, managed file transfer, and enterprise fraud management software. Attachmate enables IT organizations to extend critical services and to assure that they are managed, secure, and compliant. The County has used Attachmate "emulator" software since 1997. The emulator software provides an interface between an employee's PC and a

mainframe computer to create compatibility between the Windows XP operating system and the mainframe technology.

Prior to 2004 IT had been de-centralized throughout the County with licensing and maintenance agreements residing within individual departments. In February 2011 IMSD was audited by Deloitte and Touche on behalf of Attachmate. Deloitte and Touche began their scan of the County's enterprise network in March 2011 and covered the time period from 1997 to 2011. The audit discovered a licensing discrepancy in the year 2000. The County appears to have overdeployed 1,170 emulator licenses (v6.7) for a version higher than was sufficiently licensed (v6.5). As a result of the audit Attachmate threatened to file litigation against the County seeking \$1.2 million in damages, interest, and attorneys fees.

IMSD has conducted its own scans and physical inventories as a check on the Deloitte audit. We have also documented the actual (not assumed) age of the PCs in dispute. IMSD found a number of significant errors in the Deloitte audit, and through this process, IMSD has been able to reduce the number of noncompliant PCs and the resulting settlement from \$1.2 million to the final settlement amount of \$285,241.92 plus audit fees.

The breakdown of the proposed settlement amount is as follows: The County will pay Attachmate a licensing upgrade fee



for 1,170 product installs. Each upgrade fee will be charged at the rate of \$164.00 with interest for all licenses for 11 years for a cost of \$285,241.92. The County is also responsible for the audit fees of Deloitte and Touche totaling \$24,977.12. The County has agreed to upgrade to Attachmate v9.2. Although this licensed version is currently supported by Attachmate through maintenance agreements or time and materials, IMSD has chosen time and materials because if any issues arise with the product the County will have some recourse. The final condition of the settlement is that IMSD must also remove all unused licenses.

### **III. CONCLUSION**

Consequently, for all of the reasons described above, we recommend a settlement of this matter for the total sum of \$285,241.92 plus audit fees totaling \$24,977.12, in exchange for a waiver of all claims by Attachmate preceding the date on which a settlement agreement is executed.

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A RESOLUTION

WHEREAS, Attachmate is a software company that focuses on terminal emulation, legacy modernization, managed file transfer, and enterprise fraud management software. Attachmate enables IT organizations to extend critical services and to assure that they are managed, secure, and compliant; and

WHEREAS, the County has used Attachmate “emulator” software since 1997; and

WHEREAS, the emulator soft-ware provides an interface between an employee’s PC and a mainframe computer to create compatibility between the Windows XP operating system and the mainframe technology; and

WHEREAS, prior to 2004 IT had been de-centralized throughout the County with licensing and maintenance agreements residing within individual departments; and

WHEREAS, in February 2011 IMSD was audited by Deloitte and Touche on behalf of Attachmate. Deloitte and Touche began their scan of the County’s enterprise network in March 2011 and covered the time period from 1997 to 2011; and

WHEREAS, the audit discovered a licensing discrepancy in the year 2000; and

WHEREAS, the County appears to have overdeployed 1,170 emulator licenses (v6.7) for a version higher than was sufficiently licensed (v6.5); and

WHEREAS, as a result of the audit Attachmate threatened to file litigation against the County seeking \$1.2 million in damages, interest, and attorneys fees; and

WHEREAS, IMSD found a number of significant errors in the Deloitte audit, and through this process, IMSD has been able to reduce the number of noncompliant PCs and the resulting settlement from \$1.2 million to the final settlement amount of \$285,241.92 plus audit fees; 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 \_\_\_\_\_, 2011 by a vote of \_\_\_\_\_;

NOW, THEREFORE, BE IT RESOLVED that Milwaukee County approves a payment to Attachmate of which the breakdown of the proposed settlement amount is as follows: The County will pay Attachmate a licensing upgrade fee for 1,170 product

45 installs. Each upgrade fee will be charged at the rate of \$164.00 with interest for all  
46 licenses for 11 years for a cost of \$285,241.92. The County is also responsible for the  
47 audit fees of Deloitte and Touche totaling \$24,977.12, in exchange for a waiver of all  
48 claims by Attachmate preceding the date on which a settlement agreement is executed.

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**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** September 7, 2011

Original Fiscal Note           X  
 Substitute Fiscal Note

**SUBJECT:** A RESOLUTION to approve a settlement agreement between the Information Management Services Division and Attachmate related to a license audit.

**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	310,219.04	0
	Revenue	0	0
	Net Cost	310,219.04	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 \$310,219.04 as a settlement for license compliance to Attachmate by Milwaukee County Information Management Services Division. The payment is for \$285,241.92 in licensing fees and back interest and 24,977.12 in audit fees.

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.